As filed with the Securities and Exchange Commission on January 24, 2024.

Registration No. 333-273199

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 3
TO

FORM F-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

RANMARINE TECHNOLOGY B.V.
(Exact name of registrant as specified in its charter)

The Netherlands	**3732**	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Galileïstraat 15, 3029AL
Rotterdam, The Netherlands
Telephone: +31 6 16952175
(Address of principal executive offices, including zip code, and telephone number, including area code)

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122 East 42nd Street, 18th Floor
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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act of 1933, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant (the "Registrant") hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This registration statement contains two prospectuses, as set forth below.

- *IPO Prospectus.* A prospectus to be used for the initial public offering ("IPO Prospectus") of up to 1,435,000 Units ("Units"), each Unit consisting of one American Depositary Share ("ADS"), representing one ordinary share of RanMarine Technology B.V. (the "Company"), one tradeable warrant to purchase one ADS of the Company, and one non-tradeable warrant to purchase one ADS of the Company, with such Units to be sold in a firm commitment underwritten offering through the underwriters named on the cover page of the IPO Prospectus. The IPO Prospectus also relates to the issuance of warrants, including the ADSs issuable upon the exercise of the warrants, by the Company to the representative of the initial public offering as underwriting compensation.

- *Resale Prospectus.* A prospectus to be used in connection with the potential resale by certain selling shareholders (the "Selling Shareholders") of an aggregate amount up to 1,932,914 ADSs, representing 1,932,914 ordinary shares of the Company (the "Resale Prospectus"). The Selling Shareholders own ordinary shares of the Registrant and/or ADSs prior to this offering, which will be converted into ADSs effective immediately prior to the effective time of this registration statement. The IPO Prospectus and the Resale Prospectus will be identical in all respects except for the alternate pages for the Resale Prospectus included herein which are labeled "Alternate Pages for Resale Prospectus."

The Resale Prospectus is substantively identical to the IPO Prospectus, except for the following principal points:

- they contain different outside and inside front covers;
- they contain different Offering sections in the Prospectus Summary section;
- they contain different Use of Proceeds sections;
- the Capitalization section is deleted from the Resale Prospectus;
- the Dilution section is deleted from the Resale Prospectus;
- a Selling Shareholder section is included in the Resale Prospectus;
- the Underwriting section from the IPO Prospectus is deleted from the Resale Prospectus and a Plan of Distribution is inserted in its place; and
- the Legal Matters section in the Resale Prospectus deletes the reference to counsel for the underwriter.

We have included in this registration statement, after the financial statements, a set of alternate pages to reflect the foregoing differences of the Resale Prospectus as compared to the IPO Prospectus.

The information contained in this preliminary prospectus is not complete and may be changed. Neither we nor the underwriter can sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS **SUBJECT TO COMPLETION** **DATED JANUARY 24, 2024**

RANMARINE

RanMarine Technology B.V.

1,435,000 Units
Each Unit Consisting of
One American Depositary Share
Representing One Ordinary Share,
One Warrant to Purchase One American Depositary Share, and
One Non-tradeable Warrant to Purchase One American Depositary Share
and the 2,870,000 American Depositary Shares underlying such Warrants

This is a firm commitment initial public offering ("IPO") of 1,435,000 units (each, a "Unit," collectively, the "Units") of RanMarine Technology B.V. (the "Company," "we," "us," "our"). The initial public offering price of our Units is $5.50 per Unit. Each Unit consists of one American Depositary Share ("ADSs"), with each ADS representing one ordinary share of the Company, one tradeable warrant (each, a "Tradeable Warrant," collectively, the "Tradeable Warrants") to purchase one ADS at an exercise price of $6.33 per ADS, and one non-tradeable warrant each, a "Non-tradeable Warrant," collectively, the "Non-tradeable Warrants"; together with the Tradeable Warrants, each, a "Warrant," and collectively, the "Warrants") to purchase one ADS at an exercise price of $6.60 per ADS. The Units have no stand-alone rights and will not be certificated or issued as stand-alone securities. The ADSs and the Warrants underlying the Units are immediately separable and will be issued separately in this offering. Each Warrant offered as part of this offering is immediately exercisable on the date of issuance and will expire five years from the date of issuance.

The Warrants will be issued in book-entry form pursuant to a warrant agent agreement (the "Warrant Agent Agreement") between us and Computershare Trust Company, N.A, who will be acting as the warrant agent (the "Warrant Agent").

Prior to this offering, there has been no public market for our ordinary shares or ADSs or Tradeable Warrants. We have applied to the Nasdaq Capital Market to have the ADS and Tradeable Warrants listed on the Nasdaq Capital Market under the symbols "RAN" and "RANW," respectively. No assurance can be given that our application will be approved or that a trading market will develop. We will not complete this offering unless the ADSs and Tradeable Warrants are approved for listing on the Nasdaq Capital Market. We have not and do not intend to apply for listing of the Non-tradeable Warrants on any exchange or market.

We are both an "emerging growth company" and a "foreign private issuer" as defined under the U.S. federal securities laws and, as such, may elect to comply with certain reduced public company reporting requirements. See "Prospectus Summary — Implications of Being an Emerging Growth Company" and "Prospectus Summary — Implications of Being a Foreign Private Issuer."

An investment in our securities is highly speculative, involves a high degree of risk and should be considered only by persons who can afford the loss of their entire investment. You should carefully consider the matters described under the caption "Risk Factors" beginning on page 17.

Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Unit	Total Without Over-Allotment Option	Total With Over-Allotment Option
Public Offering Price	$ 5.50	$ 7,892,500	$ 9,076,375
Underwriting discount and commissions[(1)]	$ 0.44	$ 631,400	$ 726,110
Proceeds to us, before expenses	$ 5.06	$ 7,261,100	$ 8,350,265

(1) In addition, we have agreed to issue, on the closing date of this Offering, a warrant to WallachBeth Capital, LLC, the representative of the underwriters (the "Representative"; such warrant, the "Representative's Warrant"), to purchase an amount equal to five percent (5.0%) of the aggregate number of ADSs underlying the Units sold by us in this Offering. The Representative's Warrant is exercisable for a period of five years from the closing date of this Offering, commencing on the date that is 180 days after the commencement date of sales of the Units. Please read the section titled "Underwriting" for a description of all underwriting compensation payable by us in connection with this Offering.

We have granted the underwriters a 45-day option from the date of this prospectus to purchase up to a total of an additional 215,250 ADSs at the initial public offering price per Unit less $0.02, and/or 215,250 Tradeable Warrants at $0.01 per Tradeable Warrant, and/or 215,250 Non-tradeable Warrants at $0.01 per Non-tradeable Warrant, or any combination of additional ADSs and Warrants representing, in the aggregate, up to 15% of the number of Units sold in this Offering (the "Over- Allotment Option"), in all cases less the underwriting discount.

The underwriters expect to deliver the securities against payment in U.S. dollars on or about , 2024.

WallachBeth Capital LLC
Craft Capital Management LLC

The date of this prospectus is , 2024

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ABOUT THIS PROSPECTUS

You should rely only on the information contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. Neither we nor the underwriter have authorized anyone to provide you with different information. We and the underwriter do not take any responsibility for, and cannot provide any assurance as to the reliability of, any other information that others may give you, and neither of us has authorized any other person to provide you with different or additional information. Neither we nor the underwriter is making an offer to sell the securities in any jurisdiction where the offer or sale is not permitted. This offering is being made in the United States and elsewhere solely on the basis of the information contained in this prospectus. The information in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus, or any free writing prospectus, as the case may be, or any sale of securities in our company.

For investors outside the United States: Neither we nor the underwriter have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the Units and the distribution of this prospectus outside the United States.

Our reporting currency and functional currency is the Euro. However, unless otherwise noted, (i) all industry and market data in this prospectus is presented in U.S. dollars, (ii) all financial and other data related to RanMarine Technology B.V. in this prospectus is presented in "EUR" or "€", (iii) all references to "$" or "USD" in this prospectus (other than in our financial statements) refer to U.S. dollars, and (iv) all references to "EUR" or "€" in this prospectus refer to Euros.

All references to "shares" in this prospectus refer to ordinary shares of RanMarine Technology B.V., par value of €0.01 per share. For further information regarding the rights of holders of ADSs to surrender their ADSs to withdraw the ordinary shares, please see "Description of American Depositary Shares".

Except where indicated or where the context otherwise requires, the terms "RanMarine Technology", "RanMarine", "we", "us", "our", the "Company", and "our business" refer to RanMarine Technology B.V., a private limited liability company incorporated under the laws of the Netherlands.

INDUSTRY AND MARKET DATA

This prospectus includes statistical, market and industry data and forecasts which we obtained from publicly available information and independent industry publications and reports that we believe to be reliable sources. These publicly available industry publications and reports generally state that they obtain their information from sources that they believe to be reliable. Although we are responsible for all of the disclosures contained in this prospectus, including such statistical, market and industry data, we have not independently verified any of the data from third-party sources, nor have we ascertained the underlying economic assumptions relied upon therein. In addition, while we believe the market opportunity information included in this prospectus is generally reliable and is based on reasonable assumptions, such data involves risks and uncertainties, including those discussed under the heading "Risk Factors."

PRESENTATION OF FINANCIAL INFORMATION

We report under International Financial Reporting Standards, or IFRS, as issued by the International Accounting Standards Board, or the IASB.

Our fiscal year ends on December 31 of each year. Certain figures included in this prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

CURRENCY AND EXCHANGE RATES

Our functional currency is the euro (EUR), which we also use as our reporting currency. Therefore, periodic reports made to shareholders will be in EUR. Most of our transactions are in EUR. Where applicable, we have recorded our foreign currency transaction at the spot rate at the day of the transaction and translated our balance sheet positions in another currency using the exchange rate in effect at the balance sheet date.

TRADEMARKS AND TRADENAMES

We own or have rights to trademarks, service marks and trade names that we use in connection with the operation of our business, including our corporate name, logos and website names. Other trademarks, service marks and trade names that may appear in this prospectus are the property of their respective owners. Solely for convenience, some of the trademarks, service marks and trade names referred to in this prospectus are listed without the ® and ™ symbols, but we will assert, to the fullest extent under applicable law, our rights to our trademarks, service marks and trade names.

PROSPECTUS SUMMARY

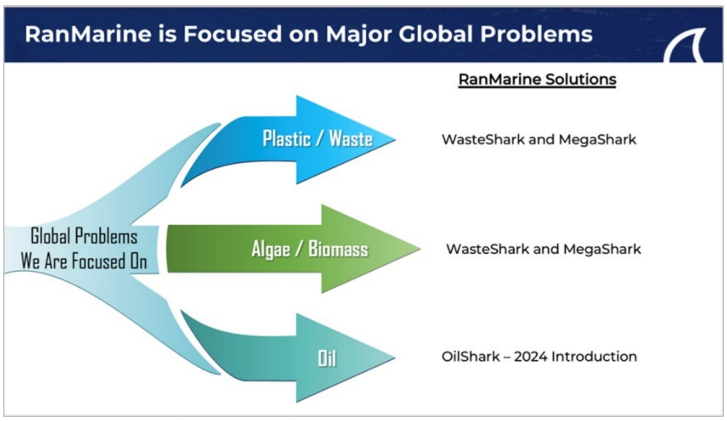
This summary highlights information that we present more fully in the rest of this prospectus. This summary does not contain all of the information you should consider before buying securities in this offering. This summary contains forward-looking statements that involve risks and uncertainties, such as statements about our plans, objectives, expectations, assumptions or future events. In some cases, you can identify forward-looking statements by terminology such as "anticipate," "estimate," "plan," "project," "continuing," "ongoing," "expect," "we believe," "we intend," "may," "should," "will," "could," and similar expressions denoting uncertainty or an action that may, will or is expected to occur in the future. These statements involve estimates, assumptions, known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from any future results, performances or achievements expressed or implied by the forward-looking statements. You should read the entire prospectus carefully, including the "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the notes to those statements included elsewhere in this prospectus.

Overview of Our Company

We are a cleantech company that designs, manufactures and sells autonomous surface vessels, or ASVs. As a technology company, our specific market focus is providing robotic vessels to harvest harmful plastic pollutants, algae/biomass and oils from water while collecting critical water quality data.

Our mission is to empower people, companies and governments across the planet with the ability to restore the marine environment to its natural state via autonomous electric vessels. Our data-driven autonomous technology and our patent protected devices create this opportunity by cleaning and monitoring our communal waters with zero emissions.

The diagram below illustrates the major global problems we are aiming to solve:



Also known as "aquatic drones", our ASVs clean the surfaces of waterways, canal systems, lakes, ponds, rivers, marinas and ports. While working, our ASVs also capture real-time quality data to help our customers make informed decisions about the quality of the water they operate in.

We focus on what we call “at source” pollution – our belief is that if RanMarine focuses on where the majority of the floating pollution is coming from, then we will reduce the pollution that ends up in the oceans. Much like vacuuming continuously to clean a home of dust before it builds up, RanMarine wants to efficiently and continuously “vacuum” waterways, so there is minimal build-up of waste and pollution using automated technology.

Climate change, increased agricultural activity and poor waste management have resulted in increased water pollution, biomass proliferation and dangerous water imbalances with few viable tools to tackle the problem.

Surface Trash According to a report from the United Nations Environment Programme, the amount of plastic waste entering aquatic ecosystems could nearly triple from 19-30 billion pounds per year in 2016 to a projected 51-81 billion pounds per year by 2040

Biomass (Algae) Harmful Algal Blooms (HABs) are occurring more frequently in many regions of the world, leading to significant impacts on marine ecology and economies.

A 2022 “EPA Nutrient Reduction” Memorandum outlines the increasing problem of nutrient runoff and harmful algal bloom activity in the U.S. principally via agricultural practices, and notes that about two-thirds of the nation’s coastal areas and more than one-third of the nation’s estuaries are impaired by nutrients. Excess nutrients contribute to harmful algal blooms and areas of low oxygen known as “dead zones.

A U.S. Center for Disease Control One Health Harmful Algal Bloom System (OHHABS) report from 2019 states that in the U.S. there were 242 HAB events, 63 human cases of illness, and 367 animal cases of illness reported to OHHABS.

Scientific studies have suggested that ocean warming is a significant contributor to the rising problem of HABs in the Northern Atlantic and Northern Pacific and similar data has confirmed this effect in the East China Sea.

In addition to HABs, when a body of water is subject to frequent algae buildup there can be a significant impact on recreational activities and real estate property values.

Oil According to the National Academy of Sciences, an estimated 4 million metric tons of oil entered the oceans globally each year from 2010 to 2019. The United States Coast Guard estimates that there are 30,000 oil spills annually in the U.S. that are considered “minor or moderate” which means less than 100,000 gallons.

Commercially major ports, harbors and “at risk” government waterways using primary response contractors, are legally bound to protect and clean the water from incidental oil spills emanating from fuel bunkering, on-deck mechanical repairs or salvage operations.

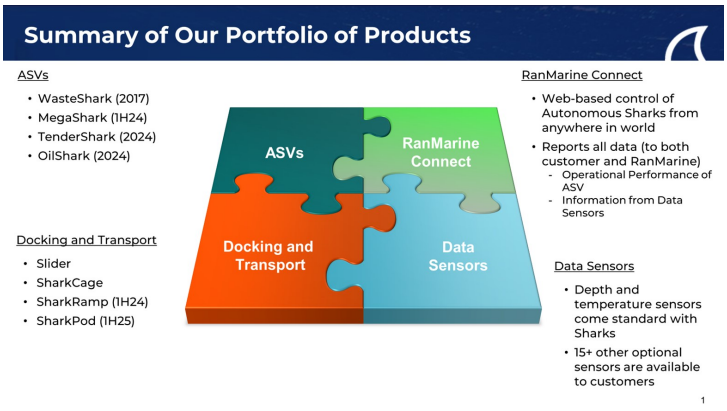
Water Quality Water quality is deteriorating worldwide with much of it deficient in oxygen and containing excess nitrogen, rendering it toxic for human consumption and dangerous for aquatic life.

There is a significant economic, regulatory, and aesthetic impact associated with water pollution, affecting government bodies and companies around the world, and it is getting worse each year.

As well as directly removing pollution from inland and coastal waters, RanMarine’s ASVs are data-enabled and can be fitted with water quality sensors that allows customers to closely monitor, in real time, the environment and makeup of their water. Our ASVs relay sensor data back to RanMarine Connect, our cloud-based control and data management system with each data point collected timestamped and Global Positioning System (GPS) tagged. This acts as a basis for accurate measurement and reporting on the environmental impact of our solutions over time: valuable insight which can be used for credible organizational environmental, social and governance (“ESG”) reporting.

RanMarine ASVs are designed to be used manually via an onshore operator, or autonomously with online control and access.

The image below illustrates our portfolio of products.



Our product plan currently consists of:

- ASVs: WasteShark, DataShark, MegaShark (expected launch in the first half of 2024), the OilShark (expected launch in the second half of 2024) and the TenderShark (expected launch in the second half of 2024);
- Docking and Transport Products: SharkRamp, a single ASV docking and recharging station (expected launch in the first half of 2024), the SharkPod, a multi-ASV docking, recharging station and automatic waste basket emptying station (expected launch in the second half of 2024) along with transport items such as SharkRamp and the Shark Slider. The SharkSlider is designed as a mobile, non-fixed, extendable ramp mechanism that facilitates the movement of the WasteShark in and out of water, in situations where placing or removing it from the water can be challenging. It is primarily intended for use in areas with elevated quaysides, docks, high ledges, or steep slopes, where deploying the WasteShark into the water safely is not feasible.
- RanMarine Connect: the Company’s secure online portal for autonomous vessel control, ASV monitoring and data analysis; and

- Data Sensors: We offer over 15 different high quality data sensors that customers can choose to continuously monitor different elements of the water conditions. Each data point is timestamped and geolocated. All data is delivered to customers via the RanMarine Connect portal.

Currently, the WasteShark is available for purchase or lease, whereas our other products are in testing or initial prototype delivery and we expect will follow the same commercial revenue generation path.

Overview of the Industry

Polluted water is a real, world-wide problem and there are a number of companies with products working to resolve it. In our marine drone industry, we face competition from alternative drones that are also capable of cleaning floating debris from waterways. However, we believe these alternative marine drones fall short in a number of areas:

- Too large for some waterways, making them less able to access trash chokeholds;
- Emissions producing, further contributing to the pollution problem and not in line with the "Net Zero" (which means that emissions of greenhouse gases from human activities would be balanced by actions that remove such gases from the atmosphere) targeting of many of our customers and markets;
- Require paid labor, which increases costs and safety risks;
- Require intensive, costly, specialized technical training or outside contract labor to operate;

  Single-purpose, either cleaning or monitoring water, but not both; and
- Too expensive in both capital outlay and operating costs, making them less attractive options

Alternative drones are available, coming to market or currently in testing. Interactive Autonomous Dynamic Systems' JellyFishBot Orca Technologies LLC's (Orca-Tech) SMURF and ClearBot are currently available. Clear Earth Rovers (USA) and Recyclamer Innovation's Geneseas drone are entering commercial stage.

Market Opportunity

RanMarine operates in a unique space of emerging technology, zero-emissions based vessels and robotics. Our experience in our operational market is showing us that many customers are looking to lower labor costs and increase efficiency in waste collection as pollution (plastic, HAB's and other waste) radically increases in the water spaces they control. A study by Deloitte Touche Tohmatus Limited estimated the global economic impact of marine plastic to be between $6 and $19 billion per year and growing. The United States Environmental Protection Agency estimates that the economic impact of algae blooms in the U.S. alone is approximately $1 billion annually. The National Academy of Sciences estimates that an estimated 4 million metric tons of oil are released annually with most of the oil coming from land-based runoff. These are all key market opportunities for RanMarine either with our current WasteShark, our new MegaShark (launching in the first half of 2024) or the OilShark (launching in the second half of 2024) ASVs. We also see potential opportunities to leverage our WasteShark and MegaShark platforms to address other global water-based challenges such as Sargassum and Cyanobacteria, among others.

While cleaning vessels and systems are already deployed in many of our customers' waters, RanMarine plans to replace these now outdated products with cleaner and more efficient harvesters. Our products offer greater waste capture, lower operational and servicing costs combined with reduced labor oversight. In addition, the greater data reporting offers the user greater insight into the water they control. We see strong growth in this market space as many clients internationally look to the G20 Net Zero targets of 2030 and 2050 and incoming regulations and legislation, particularly evident amongst EU commercial clients and government-based activity.

While many of our customers and markets are already targeting net-zero carbon emissions by 2050, we offer the opportunity to start reducing cost and emission simultaneously without having to delay. Many ASV companies are still looking for their niche and market for autonomy on water, while RanMarine has clearly defined its market in the waste management and marine sector and is able to commercially deliver the WasteShark immediately.

As the market replaces its current fossil fueled and non-intelligent vessels and harvesters, RanMarine is currently able to offer viable non-emission alternatives with a ready ESG reporting platform available.

While our products are not at this stage ubiquitous, we believe the two-to-three-year horizon is showing us that the global maritime and government sector is gearing itself for robotic and autonomy-driven vessels in order to reduce costs, emissions and labor-overhead.

Our Competitive Advantage and Operational Strengths

Our range of ASVs represent the world's first commercially available marine drones that simultaneously collect floating waste and aquatic data from waterways. Our ASVs provide a highly efficient, cost-effective cleaning and monitoring solution for urban water, inland waterways and estuaries with zero emissions. Our ASVs:

- operate in autonomous or manual remote-control modes, with the potential to remove over 1,000 pounds of water waste a day within a 5km (3.1-mile) range;
- require low maintenance as the technology is proven and operational at many locations;
- support over 15 high-grade water sensors featuring reliable real-time data access on our cloud portal, RanMarine Connect;
- are up to 80% cheaper than traditional methods; and
- can be purchased outright, leased or sponsored.

RanMarine offers government bodies, such as cities and port authorities, commercial property owners, residential property owners (HOA's) and private enterprises an affordable method of managing the health and beauty of their waterways, by clearing unwanted and harmful debris and collecting environmental data. Our value proposition to our customer is to clean their waters in a cost-effective and ecologically friendly manner. In addition, we provide data in our cloud portal to enable our customers to measure, monitor and report on the quality of their waters.

Before Cleaning

After Cleaning

The images above illustrate the before and after stages of cleaning a pond at a customer location using our ASVs.

RanMarine designs and develops its products in Rotterdam, in the Netherlands. As the largest commercial port outside of Asia, Rotterdam offers a number of advantages for a technology-led company like RanMarine. As the largest seaport in Europe, Rotterdam has a strong maritime history, and is well known as a center for European maritime innovation. Thanks to the presence of specialized educational institutions such as Erasmus University and the *Scheepvaart & Transport College* (Shipping & Transport College), maritime and technological knowledge is constantly developing in this region.

A great deal of our fundamental research takes place in Rotterdam, leading to applied research and innovative solutions. RanMarine has had the advantage of being awarded for a number of European and Dutch grants and subsidies. Since 2016, we have qualified for the following grants and subsidies, which total approximately €2.7M.

- European Innovation Council's Green Deal
- RIMA (Robotics for Inspection and Maintenance)
- WBSO (Wet ter Bevordering van Speur-en Ontwikkelingswerk) tax credit for research and development ("R&D")
- De Breed & Partners' small and medium enterprises (SME) innovation Stimulation Region and Top Sectors (MIT) feasibility subsidy
- Partners for Water
- Dutch Good Growth Fund
- DHI Group

Access to grant funding has accelerated RanMarine's product development and provided a real-world testing environment for our technology. At the same time, our base in Rotterdam has given us access to some of the most educated engineering resources in the developed world.

As RanMarine forms new subsidiaries in the U.S. and UK, with active focus we believe that similar levels of grants and government funding will become available to us within these countries.

RanMarine's combination of innovation, robotics technology and environmental sustainability output makes us a prime fit for many government grant and non-governmental organization ("NGO") funded projects globally; with our continued focus on new technology along with how our current products can be partnered with other circular or ESG companies and the development of our platforms to operate in new territories, grant funding remains a key resource for the Company's product and innovation growth.

Challenges

We have aggressive growth built into our business plan. To put the challenge into perspective, we shipped 22 ASVs in 2022, approximately 32 and 36 ASVs in 2023 and plans to ship 161 ASVs in 2024. This growth will be challenging for us, but we believe we can either meet or exceed our sales objectives. It is important for potential investors to understand the major challenges that we must overcome to deliver on our business plan. These include:

1. About 69% of our growth in ASV shipments in 2023 vs 2022 is driven by the expansion of our direct sales efforts. We made the decision in 2022 to establish a direct sales team in both Europe and the U.S. to start an outbound direct sales effort in addition to the inbound direct sales we had been generating via leads from inquiries through our website. In mid-2022 we hired a Head of Global Sales to lead this effort and have added six sales people through December 2023. With the added liquidity expected from the IPO proceeds, we intend to aggressively add additional experienced salespeople as well as sales support personnel. Approximately 60% of our ASV unit sales in 2024 is driven by the direct sales force. We have made what we believe to be reasonable assumptions about when sales personnel will start and how fast they come up the productivity curve. As always, actual performance may be different than our assumptions.

2. Approximately 31% of our ASV total unit growth in sales in 2023 vs 2022 will be driven by our distributor partners. In 2024, we believe that ASV total unit growth in sales to distributors will comprise approximately 40% of our total ASV unit sales. These distributor volume assumptions are RanMarine estimates and not contractual obligations. These volumes are based on our subjective estimates of the markets the distributors serve, the reach that the distributor partner has as well as the strength of their go-to-market strategy. We also assume that we will be able to add some new high-quality distributors in new markets that will drive incremental volumes in 2024. We believe that these are reasonable assumptions but until they are under contract, there can be no assurance that these volumes will materialize in the timeframe assumed.

    a. 100% of our 2022 distributor volumes was with one distributor. We expect that this distributor contributes to 60% of our 2023 distributor sales and 44% to our 2024 distributor sales.

    b. New distributors, who currently are under contract, constitute approximately 100% of our growth in distributor volumes in 2023. We estimate that the current distributors will drive approximately 76% of our distributor unit growth in 2024.

    c. We also intend to partner with new distributors in the future, while some will be in existing markets, most will be in new countries. We are assuming that no incremental volumes from new distributors, not currently under contract, in 2023 and that they will drive approximately 24% of our growth in distributor unit volumes in 2024.

We have a robust development plan with enhancements to our existing ASV and key new product launches in 2024. We plan on two major new ASVs, the MegaShark and the OilShark in 2024. In addition, we will launch two key new docking products, the SharkRamp in 2024 and the SharkPod in 2025, which will help make the use of our ASVs easier for our customers.

We have a small but highly skilled and highly motivated development team. Our plan is to utilize some of the liquidity from the IPO to hire a small number of incremental robotics engineers and software and hardware developers to enable us to fully deliver on our 2024 development plan as well as our 2025 products. To the extent that we are unable to staff up our development team as planned, or alternatively, lose some of our key personnel, both will have an impact on delivering our 2024 product plan. Concurrent with our IPO, we will be launching an equity-based long-term incentive plan which, we believe, when combined with a market-based salary, will be a major factor in allowing

us to attract the skills we need and retain the key personnel across our company.

Our Strategy

RanMarine sees significant applicability for its current and future products globally. For most of its history. RanMarine's go-to-market strategy involved a small direct sales team handling in-bound sales inquiries that came from its website (www.ranmarine.io) and distributors who had a direct sales force that called on potential customers in agreed to markets or industry segments. In the middle of 2022, RanMarine made the decision to build a direct sales force to help create awareness of our products and solutions. We intend to use some of the IPO proceeds to aggressively expand our direct sales and support organization as well as expand our marketing efforts.

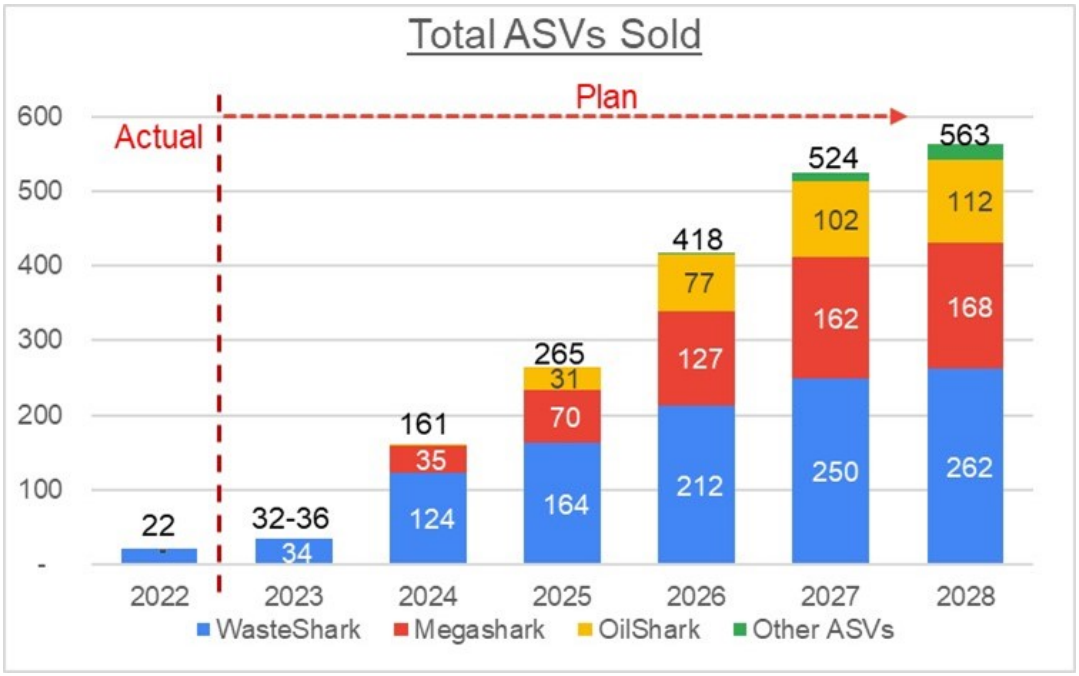
The focus of our internal direct sales force for the next several years will be on the United States and Europe. We will opportunistically pursue direct sales in other countries as opportunities arise. This internal direct sales force will co-exist with the sales force of our distributor partners in the United States and Europe to help create demand and aggressively mine the opportunities that we see. Our decision to focus our internal direct sales efforts on the United States and Europe, even though they are not the most polluted areas of the world, is driven by their desire for new innovation and a reduction in cost to cope with their current challenges. These regions are also quicker to adopt and pay for innovation which gives us the ability to quickly build a solid foundation in those regions before entering direct sales efforts in new harder to service territories. We will have our European direct sales team also cover the Middle East Region. It is important to note that while these regions may not be the most heavily polluted, they do have sizable budgets to actively tackle, reduce and contain pollution which makes them ideal for commercialization of our products.

We intend to aggressively expand our distributor network in countries around the world especially outside of the U.S. and European countries. These countries generally have higher levels of marine pollution than the U.S. and European countries. A key component required to aggressively grow the distribution network successfully will be to utilize some of the IPO proceeds to build a robust distributor management organization. This new group will source new qualified distributors in countries we want to establish a presence in as well as provide technical and sales support to our distributor partners to ensure they get up and running and reasonably self-sufficient quickly. This distributor management group will also work with distributor partners to ensure that we have a robust customer service capability in the country that they operate in. This distributor management group will also evaluate the performance of existing distributors and work with them to improve productivity, volumes and customer satisfaction or else source a new distributor to replace an existing one. A key driver for setting up this distributor management organization is that we do not want the greater support needed to grow distributors to have any impact on our ability to drive our direct sales in the U.S. and Europe. As volumes grow in a particular country or region, RanMarine can establish new assembly operations relatively inexpensively, managed either via RanMarine directly, or by a third party, to lessen both delivery time to customers as well as shipping costs.

In January 2023, we started to build a direct sales force in the United States. While we see opportunities all over the U.S., based on existing customers as well as inquiries through our website, we believe the bulk of initial volumes will come from the Southern Tier of States (North Carolina, Florida, Texas, Arizona and California). Our current intent is to have direct sales and support people in multiple locations throughout the U.S. to better service existing clients and source new clients. We currently intend to begin assembly operations in the U.S. in 2024 or 2025 either directly managed by us or through a third party. The general location of this assembly operations will be determined based on our best view of North American volumes for the period beginning 2025 through 2028. North American sales would include direct and distributor sales for the United States, Canada and Mexico.

As we grow and strengthen the U.S. and EU markets, we will look to establish a direct sales and assembly presence in India where we see a lot of interest for our products. The commercial climate in India is extremely price sensitive and heavily focused on locally manufactured technology. This hub would also be used to service the Association of Southeast Asian Nations (ASEAN) region, at least initially, with potentially cheaper product costs for export. As volumes in the ASEAN region grow we would intend to set up assembly operations and a direct sales force in ASEAN as well.

The image below illustrates our estimates for total ASVs sold by year.



We believe that the value and effectiveness of our ASVs ultimately speak for themselves as the reputation of our products grows from one satisfied customer to the next.

We market our ASVs to companies, such as hotels and marinas, and government bodies, such as cities and port authorities. Our customers include Walt Disney, Universal, Hudson River Park, Babcock Marine Naval Bases UK, the Port of Houston, Rotterdam Municipality, Waterways Ireland Dublin, Isle Utilities Pty Ltd (Asia-Pacific) and the Food and Agriculture Organization of a major supranational NGO.

As part of our mission to clean and monitor the health of waterways, we make our ASVs available to anyone through different means. Depending on location, our customers have the option to lease or purchase our WasteShark™ ASVs. Our lease offerings include 1, 2 and 3 year leases along with the potential for a shorter term lease offering. Our manual WasteShark™ may be purchased for a minimum price of €23,500, depending on configuration. Our autonomous WasteShark™ can be leased for as little as €1,213 per month or purchased for €35,000, depending on configuration. We offer our distributors discounts that vary by product and occasionally on a special bid basis.

Recent Developments

While we lacked budgets for sales and marketing growth, 2022 still saw a 70% growth in sales revenue and a 144% increase in unit sales compared to 2021, a trend that with additional capital we believe will continue.

We are developing a number of additional products to extend the reach, capacity and utility of our product line. See "Business" for more detail of our products that are in development. In 2022, we completed five significant milestones by (1) delivering the working prototype of the first autonomous docking station (SharkPod) for our waste cleaning ASVs funded by the EU H2020 program, (2) completely re-writing our in-house autonomy and navigation software to be used across platform and scaling of autonomous products, (3) started to build a direct sales force that does outbound demand generation instead of inbound sales only, (4) added several new distributors and (5) lined up new board members who have relevant U.S. public company experience that will also aid the strategy development and growth of RanMarine.

In February 2022, we engaged RedChip Companies, Inc ("RedChip") to provide a range of consulting, advisory and related services. RedChip will continue to support the company's communications and investor relations effort post IPO. As compensation for services rendered or to be rendered, we will issue to RedChip 589,720 ADSs upon the completion of the IPO.

Implications of Being a Foreign Private Issuer

We are considered a foreign private issuer. In our capacity as a foreign private issuer, we are exempt from certain rules under the Securities Exchange Act of 1934, as amended (Exchange Act) that impose certain disclosure obligations and procedural requirements for proxy solicitations under Section 14 of the Exchange Act. In addition, our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and the rules under the Exchange Act with respect to their purchases and sales of our securities. Moreover, we are not required to file periodic reports and financial statements with the Securities and Exchange Commission (SEC) as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. In addition, we are not required to comply with Regulation FD, which restricts the selective disclosure of material information.

We may take advantage of these exemptions until such time as we are no longer a foreign private issuer. We would cease to be a foreign private issuer at such time as more than 50% of our outstanding voting securities are held by U.S. residents and any of the following three circumstances applies: (1) the majority of our executive officers or directors are U.S. citizens or residents, (2) more than 50% of our assets are located in the United States or (3) our business is administered principally in the United States.

We have taken advantage of certain reduced reporting and other requirements in this prospectus. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you hold equity securities.

Implications of Being an Emerging Growth Company

The Jumpstart Our Business Startups (JOBS) Act provides for certain exemptions from various reporting requirements applicable to reporting companies under the Exchange Act, that qualify as "emerging growth companies". We are an "emerging growth company" and we will continue to qualify as an "emerging growth company" until the earliest to occur of: (a) the last day of the fiscal year during which we have total annual gross revenues of $1.235 billion (as such amount is indexed for inflation every five years by the SEC) or more; (b) the last day of our fiscal year following the fifth anniversary of the date of the first sale of our common equity securities pursuant to an effective registration statement under the Securities Act of 1933, as amended (Securities Act); (c) the date on which we have, during the previous three-year period, issued more than $1.0 billion in non-convertible debt; or (d) the date on which we are deemed to be a "large accelerated filer", as defined in Exchange Act Rule 12b–2. Therefore, we expect to continue to be an emerging growth company for the foreseeable future.

An emerging growth company may take advantage of specified reduced reporting and other burdens that are otherwise applicable generally to public companies. These provisions include:

- the ability to include only two years of audited financial statements and only two years of related management's discussion and analysis of financial condition and results of operations disclosure in this prospectus;
- an exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002; and

- exemption from mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statements of the Registrant (auditor discussion and analysis).

We may take advantage of these provisions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than $1.235 billion in annual revenue, have more than $700 million in market value of our ordinary shares held by non-affiliates or issue more than $1 billion of non-convertible debt over a three-year period.

Risk Factor Summary

We are subject to a number of risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, results of operations, liquidity and prospects. You should carefully consider these risks, including the risks described under the heading "Risk Factors" included elsewhere in this prospectus, before deciding to invest in our ordinary shares.

- There is substantial doubt about our ability to continue as a going concern.
- As a technology-led business, we will require significant capital in the short-term to successfully execute our proposed business plan.
- We may not be able to meet our growth plans and expansion objectives.
- Fluctuations in currency exchange rates may impact our results of operations.
- We are exposed to risks associated with the interruption of supply and increased costs as a result of our reliance on third-party transportation carriers for shipment of our products
- Cybersecurity incidents, including data security breaches or computer viruses, could harm our business by disrupting our delivery of services, damaging our reputation or exposing us to liability.
- Our targeted markets are highly competitive.

- The nature of our ASV product means that certain hazards and risks are inherent to the product and - this is intrinsic to the maritime / and water environment in which our ASVs operates.
- Risks related to our intellectual property.
- A sustained, active trading market for our securities may not develop or be maintained, which may limit investors' ability to trade our securities.

Corporate Information

RanMarine Technology B.V. was incorporated in the Netherlands on April 12, 2016, as a private company with limited liability (in Dutch: *besloten vennootschap met beperkte aansprakelijkheid*). As part of a reorganization in December 2022, we formed RanMarine B.V. and RanMarine USA, both as wholly-owned operating subsidiaries of RanMarine to which we have transferred the operating business. As a result, RanMarine Technology B.V. is the parent holding company of RanMarine B.V. and RanMarine USA, our wholly-owned operating subsidiaries.

RanMarine Technology B.V. will be the holding company of the group. RanMarine B.V. will act as an operating entity to design and manufacture our ASVs and to manage all of our sales and logistics. RanMarine USA will act as sales hub for our sales in North America and enable us to further increase our presence in North America.

Our principal executive offices are located at Galileistraat 15, 3029 AL Rotterdam, the Netherlands. Our main telephone number is +31 6 16952175 In 2021, we entered into a five-year lease agreement for these premises with a monthly minimum rent of approximately €5,872 plus ancillary rental costs of approximately €1,000 per month. The leased premises is 685 square meters. We use these facilities for administrative purposes, research and development, engineering, production and testing of our products.

We believe that these facilities will satisfy our manufacturing, research, and development needs in the next 12 months

Our website address is www.ranmarine.io. The information contained on our website and available through our website is not incorporated by reference into and should not be considered a part of this prospectus, and the reference to our website in this prospectus is an inactive textual reference only.

OFFERING SUMMARY

Units Offered	1,435,000 Units, each Unit consisting of one ADS, one Tradeable Warrant to purchase one ADS and one Non-tradeable Warrant to purchase one ADS. The Units will not be certificated or issued in stand-alone form. The ADSs and the Warrants comprising the Units are immediately separable upon issuance and will be issued separately in this offering.
Description of the Warrants	The Tradeable Warrants will be exercisable from the date of issuance until the fifth anniversary date of issuance date for $6.33 per ADS (115% of the public offering price of one Unit), subject to adjustment in the event of stock dividends, stock splits, stock combinations, reclassifications, reorganizations or similar events affecting our ADSs as described herein. The Non-tradeable Warrants will be exercisable from the date of issuance until the fifth anniversary date of issuance date for $6.60 per ADS (120% of the public offering price of one Unit), subject to adjustment in the event of stock dividends, stock splits, stock combinations, reclassifications, reorganizations or similar events affecting our ADSs as described herein. A holder may not exercise any portion of a Warrant to the extent that the holder, together with its affiliates and any other person or entity acting as a group, would own more than 4.99% of the outstanding ordinary shares as represented by ADSs after exercise, as such percentage ownership is determined in accordance with the terms of the Warrants, except that upon notice from the holder to us, the holder may waive such limitation up to a percentage, not in excess of 9.99%. The terms of the Warrants will be governed by the Warrant Agent Agreement. This prospectus also relates to the offering of the ADSs issuable upon exercise of the Warrants. See "*Description of Securities–Warrants*."
Public Offering Price	$5.50 per Unit
Over-Allotment Option	We granted the underwriter a 45-day option (commencing from the date of this prospectus) to purchase up to an additional 215,250 ADSs and/or 215,250 Tradeable Warrants and/or 215,250 Non-tradeable Warrants at the public offering price per ADS and per Warrant, respectively, less, in each case, underwriting discounts and commissions, on the same terms as set forth in this prospectus, solely to cover over-allotments, if any.us.
ADSs Outstanding Immediately After this Offering[(1)]	11,015,070 ADSs (or 11,230,320 ADSs if the underwriter exercises its over-allotment option in full).
Ordinary Shares Outstanding After the Offering[(1)]	11,015,070 ordinary shares (or 11,230,320) ordinary shares if the underwriter exercises its over-allotment option in full).

The ADSs	As part of the Units, the underwriter will deliver ADSs representing our ordinary shares. Each ADS represents one of our ordinary shares. As an ADS holder, we will not treat you as one of our shareholders. The depositary, The Bank of New York Mellon (the "Depositary"), will be the holder of the ordinary shares underlying your ADSs. You will have rights as provided in the deposit agreement. You may surrender your ADSs and withdraw the underlying ordinary shares as provided, and pursuant to the limitations set forth in the deposit agreement. The Depositary will charge you fees for, among other items, any such surrender for the purpose of withdrawal. As described in the deposit agreement, we may amend or terminate the deposit agreement without your consent. If you continue to hold your ADSs, you agree to be bound by the terms of the deposit agreement then in effect. To better understand the terms of the ADSs, you should carefully read the "Description of American Depositary Shares" section of this prospectus. You should also read the deposit agreement, which is an exhibit to the registration statement of which this prospectus forms a part.
Depositary	The Bank of New York Mellon
Use of Proceeds	We intend to use the net proceeds from this offering for the purposes of supporting our facilities, developing our product line and equipment, continued research and development, sales and marketing, and for general corporate purposes. See "*Use of Proceeds*" beginning on page 35.
Underwriter	Wallachbeth Capital LLC
Market for our Ordinary Shares and the ADSs:	There is currently no market for our ordinary shares and the ADSs or Tradeable Warrants. We have applied to the Nasdaq Capital Market to have the ADSs and Tradeable Warrants listed under the symbol "RAN" and "RANW" respectively. The offering that we are conducting with the prospectus will not close unless the Nasdaq Capital Market, or Nasdaq, has approved the ADSs and Tradeable Warrants for listing.

(1) Based on 6,552,558 ordinary shares outstanding as of the date of this prospectus and assumes the conversion of an aggregate of EUR 2,536,285 in principal amount of outstanding convertible bridge notes, where the note holders have agreed to convert their notes into ADS, which will result in the issuance of 623,785 shares, calculated assuming an initial public offering price of $5.50 per Unit, the exercise of 1,497,700 warrants issued as part of our bridge financing, where the warrant holders have agreed to exercise their warrants to purchase ADSs, and the issuance of an aggregate of 911,037 shares to RedChip, certain advisors, employees and affiliates, each of which will become effective immediately prior to the effectiveness of the registration statement of which this prospectus forms a part.

SUMMARY FINANCIAL DATA

The summary financial data set forth below has been derived from our unaudited financial statements as of and for the period ended June 30, 2023 and 2022 and from our audited financial statements as of and for the fiscal years ended December 31, 2022 and 2021 contained in this prospectus. You should read the following summary financial data together with our historical financial statements and the notes thereto included elsewhere in this prospectus and with the information set forth in the section titled "Management's Discussion and Analysis of Financial Conditions and Results of Operations".

Summary of Operations (€)

	For the Six Months Ended June 30, 2023	For the Six Months Ended June 30, 2022
Sales	€ 332,335	€ 205,901
Cost of sales	163,220	107,274
Gross profit	169,115	98,627
Operating expenses		
Research & development	66,442	33,885
Sales and marketing	185,170	44,592
General and administrative	1,597,100	304,717
Total operating expenses	1,848,712	383,194
Operating loss	(1,679,597)	(284,567)
Other expenses, net	(1,675,686)	(840,873)
Net loss before taxes	(3,355,283)	(1,125,440)
Provision (benefit) for income taxes	-	125,523
Net loss	€ (3,355,283)	€ (1,250,963)

	For the Year Ended December 31, 2022	For the Year Ended December 31, 2021
Sales	€ 432,427	€ 254,263
Cost of sales	236,531	188,310
Gross profit	195,896	65,953
Operating expenses		
Sales and marketing	162,755	50,337
General and administrative	1,252,314	713,786

Total operating expenses	1,415,069	764,123
Operating loss	(1,219,173)	(698,170)
Other income (expenses), net	(1,902,870)	698,393
Net income (loss) before taxes	(3,122,043)	223
Provision (benefit) for income taxes	125,523	(33)
Net income (loss)	€ (3,247,566)	€ 190

Balance Sheet (€)

	As of June 30, 2023	As of December 31, 2022
Assets		
Current assets		
Cash and cash equivalents	€ 185,415	€ 448
Accounts receivable	73,508	124,814
Other receivables	161,578	292,373
Inventory	151,934	46,785
	572,435	464,420
Non-current assets		
Property, plant and equipment net	9,326	10,922
Right of use asset	159,972	191,966
Intangible assets	1,070,232	964,109
	1,239,530	1,166,997
Total assets	€ 1,811,965	€ 1,631,417
Liabilities		
Current liabilities		
Bank overdraft	€ -	€ 108,299
Trade payables	424,235	473,028
Derivative liabilities – convertible notes	2,995,010	1,040,009
Derivative liabilities - warrants	4,108,537	2,635,778
Loans and liabilities to related parties	89,300	145,100
Taxes and social securities payable	185,217	175,308
Current portion of lease liability	63,027	63,027
Other current liabilities	525,717	182,207
	8,391,043	4,822,756
Non-current liabilities		
Lease liability, net of current portion	101,249	133,705
	101,249	133,705
Total liabilities	8,492,292	4,956,461
Shareholders' equity (deficit)		
Share capital	65,526	65,526
Reserves (deficit)	(6,745,853)	(3,390,570)
Total shareholders' equity (deficit)	(6,680,327)	(3,325,044)
Total shareholders' equity (deficit) and liabilities	€ 1,811,965	€ 1,631,417

RISK FACTORS

An investment in our securities carries a significant degree of risk. You should carefully consider the following risks, as well as the other information contained in this prospectus, including our historical financial statements and related notes included elsewhere in this prospectus, before you decide to purchase our securities pursuant to this offering. Any one of these risks and uncertainties has the potential to cause material adverse effects on our business, prospects, financial condition and operating results which could cause actual results to differ materially from any forward-looking statements expressed by us and a significant decrease in the value of our ordinary shares. Refer to "Special Note Regarding Forward-Looking Statements".

We may not be successful in preventing the material adverse effects that any of the following risks and uncertainties may cause. These potential risks and uncertainties may not be a complete list of the risks and uncertainties facing us. There may be additional risks and uncertainties that we are presently unaware of, or presently consider immaterial, that may become material in the future and have a material adverse effect on us. You could lose all or a significant portion of your investment due to any of these risks and uncertainties.

Risks Related to Our Business

We are an early-stage company with a short operating history and a relatively new business model in an emerging and rapidly evolving market, which makes it difficult to evaluate our future prospects. As with any company, an investment in our securities is risky and could result in a complete loss of your investment if we are unsuccessful in our business plans.

We are an early-stage company, founded in 2016 and bringing our first commercial product, itself a world first-of-its-kind product, to market in 2017. Our product introduction was adversely affected by the outbreak of COVID-19 and the ensuing economic slowdown in 2020. For the six months ended June 30, 2023, we had a net loss of €3,355,283. For the fiscal year ended December 31, 2022, we had a net loss of €3,247,566. In 2021, we achieved a net profit of €190. Going forward, our ability to be profitable will turn on our ability to (a) maintain the commercial utility of our product, and (b) market and sell it. Failure to do so could force us to seek additional capital through loans or additional sales of our equity securities, which could dilute the value of any securities you hold or could result in the loss of your entire investment, or result in the possible closure of our business.

There is substantial doubt about our ability to continue as a going concern.

For the six months ended June 30, 2023, we incurred a net loss of 3,355,283. For the year ended December 31, 2022, we incurred a net loss of €3,247,566. The major part of this net loss is caused by the changes in the fair value of the warrant liabilities and the convertible notes payable we entered into (€ (1,708,900) for the half year ended June 30, 2023 and € (2,816,150) for the year ended December 31, 2022). Our current liabilities exceeded our current assets by €7,818,608 and €4,358,336 as of June 30, 2023 and December 31, 2022, respectively. The total derivative liability related to the security purchase agreements we entered into was € 7,103,547 as of June 30, 2023 and € 3,675,787 as of December 31, 2022. These conditions raise substantial doubt about our ability to continue as a going concern. Our independent registered public accounting firm, Turner, Stone & Company, L.L.P. ("Turner Stone"), included an explanatory paragraph in its report on our financial statements as of, and for the year ended December 31, 2022, describing the existence of substantial doubt about our ability to continue as a going concern.

We may need to raise additional funds. There can be no assurance that we will be able to secure any needed funding, or that if such funding is available, the terms or conditions would be acceptable to us. If we are unable to obtain additional financing when it is needed, we will need to restructure our operations and possibly divest all or a portion of our business. We may seek additional capital through a combination of private and public equity offerings and debt financings. Debt financing, if obtained, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, and could increase our expenses, require that our assets secure such debt, or provide for high interest rates, discounted conversion prices, or other unfavorable terms. Equity financing, if obtained, could result in dilution to our then-existing stockholders and/or require such stockholders to waive certain rights and preferences. If we are unsuccessful in securing additional funding, we may be required to cease operations which could result in our shareholders losing all or almost all of their investment.

If sufficient demand for our products does not develop, or takes longer to develop than we anticipate, our revenue generation may not keep pace with our operating expenditure.

Since inception we have channeled the great majority of our time and financial resources into product development, with very little time spent and resources used on sales and practically no financial resources at all on marketing. As a consequence (and with the added complication of COVID-19 lockdowns in our first full year of commercial operations in 2020), we have not yet achieved successful large-scale commercialization of our ASV products. The commercial viability of our products is not fully proven and our products may not be accepted in the market or become commercially viable. In addition, if we are not successful in commercializing our products, or are significantly delayed in doing so, our business, financial condition and results of operations will be materially adversely affected.

As a technology-led business, we will require significant capital in the short-term to successfully execute our proposed business plan.

To carry out our proposed business plan for the next twelve months, we calculate that we will need to invest €3 million (approximately $3 million at current spot rate). If the funds from this offering are insufficient to cover this investment, we will need to raise additional funds, either through a further equity security sale or via debt. If this were to happen, it may impact the value of your investment in the near-term. If additional financing is not available on acceptable terms, we may not be able to fund our on-going operations or any future expansion of our business, develop or enhance our products or services, or respond effectively to competitive pressures. The inability to raise additional capital in the future may force us to curtail future business opportunities or cease operations entirely, which would have a material effect on our business, results of operations and financial condition.

We may not be able to meet our growth plans and expansion objectives.

We may not be able to develop our products or implement the other features of our business strategy at the rate or to the extent presently planned. Our projected growth will place a significant strain on our administrative, operational, and financial resources. If we are unable to successfully manage our future growth, establish and continue to upgrade our operating and financial control systems, recruit and hire necessary personnel, or effectively manage unexpected expansion difficulties, our financial condition and results of operations could be materially and adversely affected.

Inadequate internal controls, especially as regards to financial reporting and general governance, could harm our business and financial results.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a system designed to provide reasonable assurance regarding the reliability of financial reporting, in accordance with accounting principles generally accepted in the United States. Such internal controls include and are not limited to: maintaining records that accurately and fairly reflect our transactions, to an acceptable level of detail; keeping transaction records that support the clear and unambiguous preparation of our financial statements; ensuring that managers understand their mandates and authorizations for any acquisition, use or disposition of company assets; ensuring that expenditures are made in accordance with management authorization, and that appropriate proof of expenditure is recorded; and ensuring that any unauthorized acquisition, use or disposition of company assets is either prevented outright, or detected on a timely basis. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that a misstatement of our financial statements would be prevented or detected. Our growth and entry into new diagnostic tests, technologies and markets will place significant additional pressure on our system of internal control over financial reporting. Any failure to maintain an effective system of internal control over financial reporting could limit our ability to report our financial results accurately and timely or to detect and prevent fraud.

Global economic conditions could adversely impact demand for our products and services.

Our operations and performance depend on the surrounding economic context. Global financial conditions continue to be subject to volatility arising from extraordinary international geopolitical developments, such as the war in Ukraine, and the recovery from the economic recession caused by COVID-19. Risks to us include:

- customers may postpone purchases of our products and services in response to tighter credit, unemployment, or other negative financial news;
- third-party suppliers may face temporary difficulties in timeous delivery of component parts to us, which may reduce our margins and profitability; and
- access to public financing and credit may decline as investors and lenders start to become more pessimistic.

We believe our products serve a need (clean and healthy water) that transcends temporary geopolitical or fiscal turbulence. We intend to have at least two suppliers for each critical component part of our products so that, if one supplier were to suspend or cease operations, we would not be forced to suspend production. There can no assurance, however, that we will not be forced to suspend production, which could have a material adverse effect on our production or the cost of such production; and accordingly, on our

business, results of operations or financial condition.

Access to public financing and credit can be negatively affected by the effect of these events on Dutch, European, U.S. and global credit markets. The health of the global financing and credit markets may affect our ability to obtain equity or debt financing in the future and the terms at which financing or credit is available to us. These instances of volatility and market turmoil could adversely affect our operations and the trading price of our ordinary shares.

Changes to trade policy, tariffs, and import/export regulations may have a material adverse effect on our business, financial condition, and results of operations.

Changing geopolitics, as well as domestic policy changes, may force greater restrictions and economic disincentives on international trade which could adversely affect our business. Such changes have the potential to adversely impact the global and local economies, our industry and global demand for our products and, as a result, could have a material adverse effect on our business, financial condition and results of operations.

Our business plan for the next three years, including specific deployment of the fundraise from this initial public offering, puts our commercial focus squarely on the United States and European markets. We also plan to establish a manufacturing hub in the United States, specifically to limit the risk attached to import/export regulation in the U.S. However, there can be no assurance our efforts will mitigate these risks.

Fluctuations in currency exchange rates may impact our results of operations.

We are a Dutch company and we conduct our business in the local currency, the Euro. As a result, we are exposed to an exchange rate risk between the U.S. dollar and the Euro. The exchange rates between these currencies in recent years have fluctuated significantly and may continue to do so in the future. An appreciation of the Euro against the U.S. dollar could increase the relative cost of our products outside of Europe, which could lead to decreased sales. Conversely, to the extent that we are required to pay for goods or services in U.S. dollars, the depreciation of the Euro against the U.S. dollar would increase the cost of such goods and services.

We do not hedge our currency exposure and, therefore, we incur currency transaction risk whenever we enter into either a purchase or sale transaction using a currency other than the Euro. Given the volatility of exchange rates, we might not be able to effectively manage our currency transaction risks, and volatility in currency exchange rates might have a material adverse effect on our business, financial condition or results of operations.

Unfavorable weather conditions may have a material adverse effect on our business, financial condition, and results of operations.

Adverse weather conditions in any year in any particular geographic region may adversely affect sales in that region. Unseasonably cool weather, excessive rainfall, reduced rainfall levels, or drought conditions during these periods may close locations or render areas dangerous or inconvenient, thereby generally reducing consumer demand for our products. Our annual results would be materially and adversely affected if our net sales were to fall below expected seasonal levels during these periods. We may also experience more pronounced seasonal fluctuation in net sales in the future as we continue to expand our businesses. Additionally, to the extent that unfavorable weather conditions are exacerbated by global climate change or otherwise, our sales may be affected to a greater degree than we have previously experienced.

We may be subject to supply chain disruptions due to the military conflict between Russia and Ukraine.

In recent months, as a result of the war in Ukraine, we have experienced some minor disruptions to our supply chain as certain components have been harder to source or have had longer delivery times, although, as of the date of this prospectus, we have managed our supply chain arrangements to avoid prolonged issues. As stated earlier in this document, we build resilience into our supply chain by having at least two suppliers for each critical component, which reduces the impact of this particular risk. However, the global economy, including credit and financial markets, has experienced extreme volatility and disruptions as a result of the ongoing conflict between Ukraine and Russia, as well as challenges arising from the ongoing COVID-19 pandemic, including severely diminished liquidity and credit availability, declines in consumer confidence, declines in economic growth, increases in unemployment rates, increases in inflation rates and uncertainty about economic stability. We could suffer inflationary pressure in our business such as through the increased costs of the supplies that we use to manufacture our products, distributing our products to all of our customers where we do business. To date, we do not believe that these inflationary pressures have had a material impact to our results of operations, capital resources or liquidity, however, at this time, it is difficult to determine what impact these inflationary pressures will have on our long-term growth strategies, as there is uncertainty in how long higher levels of inflation may persist, and to what level we will be successful in passing these increased costs to our customers. If we are not able to fully offset higher costs through price increases or other corrective measures, this may adversely affect our business, financial condition and results of operations. Any such volatility and disruptions could have adverse consequences on us or the third parties upon whom we rely.

We are exposed to risks associated with the interruption of supply and increased costs as a result of our reliance on third-party transportation carriers for shipment of our products.

Our ability to maintain our high-quality ASVs product offering depends in part on our ability to acquire technological parts that meet our specifications from reliable suppliers. To date, notwithstanding the current supply chain disruptions which we believe have contributed to increased costs, deliveries have been consistent and not a source of material disruption to our business. However, shortages or interruptions in the supply of parts caused by unanticipated demand, problems in production or distribution, inclement weather or other conditions could adversely affect the availability and quality of ASVs parts in the future, which could harm our business, financial condition or results of operations. If any of our distributors or suppliers performs inadequately, or our distribution or supply relationships are materially disrupted for any reason, our business, financial condition or results of operations could be adversely affected. If we cannot replace or engage distributors or suppliers who meet our specifications in a short period of time, that could increase our expenses and cause ASV product shortages, which could cause a customer to purchase less of our products. If that were to happen, affected customers could experience significant reductions in sales during the shortage. This reduction in sales could materially adversely affect our business, financial condition or results of operations.

Supply chain disruptions and cost increases related to inflation are having, and could continue to have, an adverse effect on our business, operating results and financial condition.

In 2022 and 2023, we experienced inflationary cost increases in our underlying expenses, including commodity prices, transportation costs and labor. We have also been impacted by global supply chain disruption, which has increased lead times and freight costs. While we have taken steps to minimize the impact of these increased costs by working closely with our suppliers and customers, global supply chain disruption may deteriorate and inflationary pressures may increase further in 2024, which could adversely affect our business, financial condition, results of operations and cash flows.

We are currently experiencing, and may continue to experience, increased risks and costs associated with volatility in labor or component prices or as a result of supply chain or procurement disruptions, which may adversely affect our operations.

The chips and satellite communications systems used in our ASVs, are manufactured by third parties in several countries in Europe and in Asia using inputs, such as silicon wafers, laminate substrates, gold, copper, lead frames, mold compound, ceramic packages and various chemicals and gases as well as other production supplies used in our manufacturing processes. Additionally, worldwide manufacturing capacity for chips is relatively inelastic. The present demand for chips is exceeding market supply, which has

resulted in increases in the prices we pay for our supply of chips, as well as extended delivery delays beyond what we have experienced in the past. If such supply and demand pressure continues, the prices we pay for the chips used in our ASVs and, potentially, other components and assemblies could become substantially more expensive and the delivery time for such products could be materially prolonged, which would have an adverse effect on our ability to meet our customers' demand. The current global shortage in semiconductor and electronic components, resulting mainly from macro trends such as strong demand for cellular telecommunication devices and high performance computing, as well as the impact of the COVID-19 pandemic and the Russia-Ukraine armed conflict, has resulted in disruptions in our supply chain and delays in the delivery of the chips used in our ASVs by our third party manufacturers, increases in the prices of our chip components and manufacturing and disruptions in the operations of our suppliers and customers. See "*We rely on third parties for manufacturing of our chips and other satellite communications system components. We do not have long-term supply contracts with our foundry or most of our third-party manufacturing vendors, and they may not allocate sufficient capacity to us at reasonable prices to meet future demands for our solutions*."

Many of the manufacturers of our chips and satellite communications systems components are located outside of the jurisdictions in which we have facilities and sites, necessitating international shipping. Supply chain disruptions have occurred, and may continue to occur from time to time due to a range of factors beyond our control, including, but not limited to, COVID-19 related restrictions and quarantine mandates, international conflicts, such as Russia's invasion of Ukraine, climate change, increased costs of labor, freight cost and raw material price fluctuations or a shortage of qualified workers. Such supply chain disruptions could materially impact our operating performance and financial position, including if deliveries to us are delayed or if such disruptions negatively impact the business and operations of our key customers.

The Russia-Ukraine armed conflict poses indirect but unpredictable risks of disruption to our business. Additionally, recent reports indicated that the Russia-Ukraine conflict may have an adverse impact on the supply of certain commodities, of which Ukraine and Russia were significant producers (for example, neon gas), used in the fabrication of silicon chips. Our ability to mitigate the potential adverse impacts of the Russia-Ukraine conflict on our supply chain or the supply chains of our customers is limited, as the impacts are largely indirect and it is difficult for us to predict at this time how our suppliers and customers will adjust to the new challenges or how these challenges will impact our costs or demand for our products and services. The effects of the sanctions implemented in response to the conflict may also adversely affect our industry, including chip supply chains, to the extent that they lead to higher energy and manufacturing costs, lower economic growth or deferrals of investment in satellite communications technology.

Additionally, the third-party manufacturers, suppliers and distributors that we contract with are susceptible to losses and interruptions caused by factors outside of their control, such as COVID-19 related restrictions and quarantine directives, floods, hurricanes, earthquakes, typhoons, volcanic eruptions, and similar natural disasters, as well as power outages, telecommunications failures, industrial accidents, geopolitical instability (including instability caused by international conflict, such as Russia's invasion of Ukraine or the increasing potential of conflicts in Asia implicating the global semiconductor supply-chain, such as conflicts between Taiwan and China), health and safety epidemics and similar events. The occurrence of natural or conflict-related disasters in any of the regions in which these third-party service providers operate could severely disrupt the operation of our business by negatively impacting our supply chain, our ability to deliver products, and the cost of our products. Such events can negatively impact revenue and earnings and can significantly impact cash flow, both from decreased revenue and from increased costs associated with the event. In addition, these events could cause consumer confidence and spending to decrease or result in increased volatility to the U.S. and worldwide economies.

We rely on third parties for manufacturing of the chips and other satellite communications system components used in our products. We do not have long-term supply contracts with our foundry or most of our third-party manufacturing vendors, and they may not allocate sufficient capacity to us at reasonable prices to meet future demands for our solutions.

The semiconductor industry is subject to intense competitive market pressure. Accordingly, any increase in the cost of chips or satellite communications systems used in our ASVs, whether by adverse purchase price variances or adverse manufacturing cost variances, will reduce our gross margins and operating profit. We currently rely on third parties for a substantial amount of our manufacturing operations. If one or more of these vendors terminates its relationship with us, or if they fail to produce and deliver our products according to our requested demands in specification, quantity, cost and time, our ability to ship chips or satellite communications systems to our customers on time and in the quantity required could be adversely affected, which in turn could cause an unanticipated decline in our sales and damage our customer relationships.

Currently, we rely on third-parties for manufacturing chips (together referred to as "Chip Suppliers"), printed circuit boards and other electronic system components. The electronic and system components we use in our products are as follows:

The electronic and system components we use in our products are as follows:

- single board computing devices (SBC), supplied by Raspberry Pi Ltd and NVIDIA Corporation
- 4G cellular modem technology, supplied by Teltonika IoT Group
- GPS modules, supplied by Drotek Electronics
- Long Range Radio (LoRA) modules, supplied by Seeed Studios
- Battery Management System (BMS), supplied by Batrium Technologies Pty Ltd
- Remote control (RC) system, supplied by Cubepilot Pty Ltd

We obtain manufacturing services from our Chip Suppliers and negotiate pricing on a purchase order-by-purchase order basis. We do not have contractual assurances from our Chip Suppliers that adequate capacity will be available to us when we need it or to meet our anticipated future demand for chips. We have experienced delays and price increases in 2022 with respect to the production of chips at our Chip Suppliers, and expect that we will continue to experience delays and/or increased prices in the near term due to unprecedented levels of demand and the resulting tightening of capacity at our Chip Suppliers. If this trend continues, it could limit the volume of chips and satellite communications systems we can produce and/or delay production of new chips or satellite communications systems, both of which would negatively impact our business. If these conditions continue for a substantial period or worsen, our ability to meet our anticipated demand for our solutions could be impacted which, in turn, could negatively impact our operations and financial results.

Our Chip Suppliers may allocate capacity to the production of other companies' products while extending delivery times for our products and may also reduce deliveries to us on short notice. In particular, other companies that are larger and better financed than we are or that have long-term agreements with our Chip Suppliers may cause our Chip Suppliers or assembly and test vendors to reallocate capacity to them, decreasing the capacity available to us. The unavailability of our foundry could significantly impact our ability to produce our chips or satellite communications systems or delay production, which would negatively impact our business. Additionally, the majority of our chips are designed to be compatible with the manufacturing processes and equipment employed by our Chip Suppliers and switching to new Chip Suppliers for these chips may require significant cost and time.

We presently operate in our own in-house assembly facility for integration of procured components into the product sub-systems and the overall products we sell. We continue to make investments into our component integration and product assembly facility, and anticipate continued investment in this facility. We do rely on third party vendors and sub-contractors for the supply of manufactured components and sub-systems used within the final assembly of our products. We currently do not have long-term supply

contracts with most of our other third-party vendors, and we negotiate pricing with our main vendors on a purchase order-by-purchase order basis. Therefore, they are not obligated to perform services or supply product to us for any specific period, in any specific quantities, or at any specific price, except as may be provided in a particular purchase order. The ability of our vendors to provide us with products or services is limited by their available capacity, existing obligations and technological capabilities.

If we need to contract additional third party vendors or sub-contractors, we may not be able to do so cost-effectively or on a timely basis, if at all.

Cybersecurity incidents, including data security breaches or computer viruses, could harm our business by disrupting our delivery of services, damaging our reputation or exposing us to liability.

We receive, process, store and transmit, often electronically, the data of our customers and others, much of which is confidential. Unauthorized access to our computer systems or stored data could result in the theft, including cyber-theft, or improper disclosure of confidential information, and the deletion or modification of records could cause interruptions in our operations. These cyber-security risks increase when we transmit information from one location to another, including over the Internet or other electronic networks. Despite the security measures we have implemented, our facilities, systems and procedures, and those of our third-party service providers, may be vulnerable to security breaches, acts of vandalism, software viruses, misplaced or lost data, programming or human errors or other similar events which may disrupt our delivery of services or expose the confidential information of our customers and others. Any security breach involving the misappropriation, loss or other unauthorized disclosure or use of confidential information of our customers or others, whether by us or a third party, could subject us to civil and criminal penalties, have a negative impact on our reputation, or expose us to liability to our customers, third parties or government authorities. We are not aware of such breaches or any other material cybersecurity risks in our supply chain to date. Any of these developments could have a material adverse effect on our business, results of operations and financial condition.

In addition to the security measures we have implemented, our Board of Directors reviews and evaluates our approach for addressing cybersecurity risks.

If we suffer failure or disruption in our information systems, our ability to effectively manage our business operations could be adversely affected.

We use information systems to obtain, process, analyze and manage data crucial to our business such as our enterprise resource planning system. We use these systems to, among other things, monitor the daily operations of our business, maintain operating and financial data, manage our distribution network as well as manage our research and development activities, production operations and quality control systems. Any system damage or failure that interrupts data input, retrieval or transmission or increases service time could disrupt our normal operations. In particular, our operations could be disrupted if such damage or failure includes any security breach caused by hacking or cybersecurity incidents, involves efforts to gain unauthorized access to our information or systems, or causes intentional malfunctions, loss or corruption of data, software or hardware, the intentional or inadvertent transmission of computer viruses and similar events or third-party actions. We cannot assure you that we will be able to effectively handle a failure of our information systems, or that we will be able to restore our operational capacity in a timely manner to avoid disruption to our business. The occurrence of any of these events could adversely affect our ability to effectively manage our business operations and negatively impact our reputation.

We rely on our main partner distributor, Poralu Marine, and if we are unable to maintain a favorable relationship with Poralu Marine, our business operations may be adversely affected.

In 2022, 57% of our sales and 21% of our total gross margin, and in the first half year of 2023, 64% of our sales and 38% of our total gross margin was driven by sales to our largest distributor partner, Poralu Marine, which acts as a master distributor, on a non-exclusive basis, for RanMarine products in territories ranging from, but not limited to, Europe, Israel, Canada, Turkey and the U.S. For fiscal year end 2023, we expect sales to Poralu Marine will constitute 21% of our sales and 14% of our total gross margin. If we are unable to maintain a favorable relationship with Poralu Marine (or with any of our other distributors), we expect that our revenue would decline and our business would be harmed as a result. We may be unable to control the timing of the delivery of our products to distributors, and any financial uncertainty or loss of key logistic employees of Poralu Marine, as our largest distributor, may negatively impact our sales. Any disruption in the above mentioned distribution channel would adversely affect our business, financial condition and results of operations. See "*Material Agreements - Poralu Marine Assembly and Distribution Agreement*" for more information.

Risks Related to Our Incorporation in the Netherlands

We do not comply with all the provisions of the Dutch Corporate Governance Code ("DCGC").

As a Dutch company, we are subject to the Dutch Corporate Governance Code, or DCGC. The DCGC contains both principles and best practice provisions for management boards, supervisory boards, shareholders and general meetings of shareholders, financial reporting, auditors, disclosure, compliance and enforcement standards. The DCGC applies to all Dutch companies listed on a government-recognized stock exchange, whether in the Netherlands or elsewhere, including Nasdaq. The principles and best practice provisions apply to the board (in relation to role and composition, conflicts of interest and independency requirements, board committees and remuneration), shareholders and the general meeting of shareholders (for example, regarding anti-takeover protection and obligations of the Company to provide information to its shareholders) and financial reporting (such as external auditor and internal audit requirements). We do not comply with all the provisions of the DCGC. This may affect your rights as an ADS holder and you may not have the same level of protection as a shareholder in a Dutch company that fully complies with the DCGC.

United States civil liabilities may not be enforceable against us.

Service of process upon us and upon our directors and officers and certain experts named in this prospectus, most of whom reside outside the United States, may be difficult to obtain within the United States. Furthermore, because substantially all of our assets and most of our directors and officers are located outside the United States, any judgment obtained in the United States against us or any of our directors and officers may not be collectible within the United States.

As there is no treaty on the reciprocal recognition and enforcement of judgments other than arbitration awards in civil and commercial matters between the United States and the Netherlands, courts in the Netherlands will not automatically recognize and enforce a final judgment rendered by a U.S. court. In order to obtain a judgment enforceable in the Netherlands, claimants must litigate the relevant claim again before a Dutch court of competent jurisdiction. Under current practice, however, a Dutch court will generally recognize and consider as conclusive evidence a final and conclusive judgment for the payment of money rendered by a U.S. court and not rendered by default, provided that the Dutch court finds that:

- the jurisdiction of the U.S. court has been based on grounds that are internationally acceptable;
- the final judgment results from proceedings compatible with Dutch concepts of proper administration of justice including sufficient safeguards (*behoorlijke rechtspleging*);
- the final judgment does not contravene public policy (*openbare orde*) of the Netherlands;
- the judgment by the U.S. court is not incompatible with a decision rendered between the same parties by a Dutch court, or with a previous decision rendered between the same parties by a foreign court in a dispute that concerns the same subject and is based on the same cause, provided that the previous decision qualifies for acknowledgment in the Netherlands; and
- the final judgment has not been rendered in proceedings of a penal, revenue or other public law nature. If a Dutch court upholds and regards as conclusive evidence the final judgment, that court generally will grant the same judgment without litigating again on the merits.

Based on the foregoing, there can be no assurance that U.S. investors will be able to enforce against us or members of our board of directors (the "Board of Directors"), officers or certain experts named herein who are residents of the Netherlands or countries other than the United States any judgments obtained in U.S. courts in civil and commercial matters, including judgments under the U.S. federal securities laws. In addition, there is doubt as to whether a Dutch court would impose civil liability on us, the members of our board of directors, our officers or certain experts named herein in an original action predicated solely upon the U.S. federal securities laws brought in a court of competent jurisdiction in the Netherlands against us or such members, officers or experts, respectively.

The rights of shareholders in a Dutch private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) differ in material respects from the rights of shareholders of corporations incorporated in the United States.

We are a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) with our registered office in the Netherlands. Our corporate affairs are governed by the laws governing private companies with limited liability formed in the Netherlands set forth in the Dutch Civil Code, the DCGC, our Articles of Association, and our pending Rules of Procedure of our Board of Directors. The rights of our shareholders may be different from the rights and obligations of shareholders in companies governed by the laws of U.S. jurisdictions.

In addition, rights of shareholders and the responsibilities of our directors may differ from the rights of shareholders and the duties of directors of U.S. corporations. In the performance of their duties, our Board of Directors is required by Dutch law to consider our interests and the interests of our shareholders, employees and other stakeholders, in all cases with due observation of the principles of reasonableness and fairness. It is possible that some of these parties will have interests that are different from, or in addition to, your interests as a holder of ADSs.

For more information, we have provided summaries of relevant Dutch law governing private companies with limited liability and of our Articles of Association under *"Management"* and *"Description of Share Capital and Articles of Association."*

Dutch and European insolvency laws are substantially different from U.S. insolvency laws and may offer our shareholders less protection than they would have under U.S. insolvency laws.

As a private company with limited liability under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), we are subject to Dutch insolvency laws in the event any insolvency proceedings are initiated against us including, among other things, Regulation (EU) 2015/848 of the European Parliament and of the Council of May 20, 2015 on insolvency proceedings as of June 2017. Should courts in another European country determine that the insolvency laws of that country apply to us or our principal operating subsidiaries in accordance with and subject to such EU regulations, the courts in that country could have jurisdiction over the insolvency proceedings initiated against us. Insolvency laws in the Netherlands or the relevant other European country, if any, may offer our shareholders less protection than they would have under U.S. insolvency laws and make it more difficult for them to recover the amount they could expect to recover in a liquidation under U.S. insolvency laws.

Dutch law provides that courts at the corporate seat of the issuer have jurisdiction for certain disputes between us and our shareholders, which could limit our shareholders' ability to obtain a favorable judicial forum for disputes with us or members of our Board of Directors, senior management or employees.

Dutch law provides that the courts at the corporate seat of the issuer are the exclusive forum for, inter alia, any legal challenge by a shareholder of a resolution of the general meeting. This may limit a shareholders' ability to bring a claim in a favorable judicial forum for disputes with the Company or members of our Board of Directors, senior management or other employees, which may discourage lawsuits against the Company and members of our Board of Directors, senior management or other employees. The exclusive forum does not apply to claims under the Securities Act or the Exchange Act.

The preceding exclusive forum provisions described in this risk factor may limit a shareholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with the Company or members of our Board of Directors, senior management or other employees, which may discourage lawsuits against the Company and members of our Board of Directors, senior management and other employees. In addition, the enforceability of exclusive forum provisions in our Articles of Association is uncertain. If a court were to find any of the exclusive forum provisions described in this risk factor to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Our Technology and Business Strategy

Our revenue model is a combination of high-technology hardware (the ASV) and data (SaaS: software-as-a-service). This is unusual, and requires us to be "doubly specialized" in our operations, adept at running both a hardware-led and a software-led type of organization.

Our revenue model is two-prong: there is sale or lease of our ASV, and there is SaaS (software-as-a-service) subscription revenue. These are two very distinct types of product, each of which requires a specific type of organization to develop, sell and deliver the product. In short, we will require a hardware engineering team, a software engineering team, a sales team that is equally comfortable selling high-end hardware and quantitative big data, and an account management team that is equally comfortable dealing with public sector and private sector cultures.

Failure by customers to deploy or use our ASVs correctly may impair our brand.

The success of our brands depends upon the positive image that consumers have of those brands and maintaining a good reputation is critical to selling our branded products. As with any new technology, our brand and public relations depends to greater or lesser extent on how effectively our initial customers use their WasteShark ASVs. A poor customer experience would lead to poor word-of-mouth, and so on. Conversely, where customers find their ASVs easy to use and effective in operation, our brand grows. If we are not able to establish, maintain and strengthen our brands, we may lose the opportunity to build our customer base.

We have designed our ASVs to be as simple to use, and as simple to maintain, as possible. We have striven to design a product that can be used "out of the box" anywhere in the world, regardless of language or education level. In addition, we rely on our sales and account management teams, who are responsible for ensuring the necessary transfer of knowledge to customers. However, there can be no assurance that we will be successful in reducing those risks associated with the use of our ASVs.

Our targeted markets are highly competitive. We compete against incumbent solutions already being utilized by our customers and potential customers. If we are unable to compete effectively, we may be unable to increase our revenues and achieve or maintain profitability.

Some of our current and potential competitors have greater financial, technical, manufacturing, marketing and other resources than we do and may be able to devote greater resources to the design, development, manufacturing, distribution, promotion, sale and support of their products. While we are currently ahead and have focused on waste removal specifically, investment in commercial growth and market share is essential. In addition, many of these companies have longer operating histories and greater name recognition than we do, although they have only recently started to enter the ASV market. Our competitors may be in a stronger position to respond quickly to new technologies and may be able to design, develop, market and sell their products more effectively.

We expect competition in our industry to intensify in the future in light of increased demand for climate change solutions and clean water. Our ability to successfully compete in

our industry will be fundamental to our future success. We might not be able to compete successfully in our market. If our competitors introduce new products that compete with or surpass the quality, price or performance of our drones or services, we may be unable to satisfy existing customers or attract new customers at the prices and levels that would allow us to generate attractive rates of return on our investment. Increased competition could result in price reductions and revenue shortfalls, loss of customers and loss of market share, which could harm our business, prospects, financial condition and operating results. If we are unable to respond effectively to such competitive forces, our business, financial condition and results of operations could be adversely affected. Our targeted markets are subject to their own inherent risks, and if those risks should materialize, then our business, financial condition and results of operations could be adversely affected.

We market our products in multiple international regions, which makes our approach-to-market more complex than if we were operating in only one region.

We sell our products all over the world, and we are therefore subject to risks associated with having international operations. Risks inherent in international operations include, but are not limited to, the following:

- changes in macro-economic and socio-political contexts in the countries in which we sell or deliver product;
- changes in laws or regulatory requirements, including those with respect to autonomous vessels, environmental protection, permitting, export duties and quotas;
- trade barriers such as export requirements, tariffs, taxes and other restrictions and expenses, which could increase the prices of our products and make us less competitive in some countries;
- difficulty in obtaining or enforcing intellectual property rights; and
- difficulty in enforcing agreements in foreign legal systems.

Our business in foreign markets requires us to respond to rapid changes in market conditions in these countries. Our overall success as a global business depends, in part, on our ability to succeed in differing legal, regulatory, economic, social and political conditions. We may not be able to develop and implement policies and strategies that will be effective in each location where we do business, which in turn could adversely affect our business, financial condition and results of operations. The current economic environment, particularly the macroeconomic pressures in certain European countries, may increase these risks.

The nature of our ASV product means that certain hazards and risks are inherent to the product and intrinsic to the maritime and water environment in which our ASVs operates.

The nature of our ASV product, the problems that our ASV solves and the environments in which our ASVs work, mean that there are intrinsic hazards and risks, inherent to the building, testing and deployment of our products. These include: injury or fatality to animal life; damage to other vessels or property; personal injury to a human operator or, in the absolute extreme, loss of human life. Hypothetically, some of these risks may be uninsurable or, if liability does indeed fall to us, a claim may exceed our insured coverage.

We have designed our ASVs to minimize the likelihood of such risks ever materializing and, to date there has been no reported animal injury or mortality, anywhere in the world, attributable to one of our ASVs. Similarly, there has been no reported human injury of any kind attributable to one of our ASVs. In addition, our ASVs have collision avoidance systems, designed to prevent contact with other vessels, fixed property, or humans; where contact does occur, our ASVs are deliberately designed to minimize the possibility of any damage; to date there has been no damage to vessels or property attributable to one of our ASVs.

However, there can be no assurance that these measures will mitigate these risks. The occurrence of a significant accident or other risk event or hazard that is not fully covered by insurance could materially and adversely affect our business and financial results and, even if fully covered by insurance, could materially and adversely affect our business due to the impact on our reputation for safety.

WasteShark™ is a new product and we do not have a sufficient operating history to know if actual performance will meet our customer's expectations over the ASV's entire useful life.

To date, we have manufactured fewer than 100 WasteShark ASVs for commercial sale. As a result, our ASVs do not yet have a sufficient operating history to confirm that actual performance will consistently meet the designed and predicted performance over the entirety of the ASV's useful life. The technology has a theoretical capability which is not yet demonstrated at large commercial volume. If our products are ultimately shown to be infeasible, we may not be able to meet our corporate goals, which could materially and adversely affect our business and financial results.

Problems with the quality or performance of our products would adversely affect our business, financial condition and results of operations.

Our agreements with customers include limited warranties with respect to the quality and performance of our products. Because of the limited operating history of our products, we have been required to make analytical assumptions regarding the durability, reliability and performance of the products, and we may not be able to predict whether and to what extent we may be required to perform under the limited warranties that we give our customers. Our assumptions could prove to be materially different from the actual performance of our products, causing us to incur expense to repair or replace defective systems.

Our warranties are written based on our fullest knowledge and best available data. Further, we continually monitor and evaluate the performance of our ASVs in their live environments using the RanMarine Connect portal (through which ASV data and telemetry can be viewed in real-time) so where a component part inside our ASVs is not performing to expectation, we will be able to adjust future warranty agreements accordingly. There can be no assurance, however, that our efforts will be successful in mitigating these risks, and any widespread product failures could adversely affect our business, financial condition and results of operations.

Long-term success depends, in part, on technology innovation; failure to innovate could adversely impact our business prospects.

Although we believe we have first-mover advantage in our target market, our future growth depends in part on maintaining our competitive advantage with our current products in new and existing markets, as well as our ability to develop new products and technologies to serve such markets. To the extent that competitors develop competitive products and technologies, or new products or technologies that achieve higher customer satisfaction, our business prospects could be adversely impacted. In addition, regulatory approvals for new products or technologies may be required, and these approvals may not be obtained in a timely or cost effective manner, adversely impacting our business prospects.

If licensing, certification or some other form of regulatory approval is required but not obtained, this could adversely affect our business, financial condition and results of operation.

As we innovate and expand our product suite, regulatory approvals for new products or technologies may be required in certain jurisdictions. Where such approval is not acquired, it would become more difficult for us to penetrate that market, which could adversely impact our business, financial condition and results of operation.

At present we are not aware of any licensing or certification requirements, anywhere in the world, to operate our ASVs. Similarly, we are not currently aware of any bodies of water that are by default closed to our ASVs, except where there is a question of national security (e.g., unauthorized vehicles are normally prohibited around military installations).

Further, to date we have deliberately avoided doing business in or seeking to penetrate any jurisdictions that might be hostile or unduly costly to our product model or our revenue model (in other words: jurisdictions where the regulatory environment reduces the commercial value of our offering or threatens the commercial viability of our company) and we reserve the right to continue to do this.

Risks Related to Intellectual Property

If we are unable to obtain or maintain intellectual property rights relating to our products, the commercial value of our products may be adversely affected, which could in turn adversely affect our business, financial condition and results of operations.

Our success and ability to compete depends in part upon our ability to obtain protection in the U.S. and other countries for our products by establishing and maintaining intellectual property rights relating to or incorporated into our technology and products.

We have active patent and trademark registrations with the World Intellectual Property Organization (WIPO) and in the Netherlands, the European Union, the Benelux Union, India, Japan, Singapore, Australia, New Zealand and the United States. The international patent and trademark registrations with WIPO provides protection in up to 128 member countries.

Further, we have patent and trademark applications pending in multiple jurisdictions. More detail is provided in the Intellectual Property section below.

Changes in either patent or trademark laws or in interpretations of patent or trademark laws in the U.S. and other countries may diminish the value of our intellectual property or narrow the scope of our intellectual property protection. (We consider the likelihood of this risk to be low; modern economies depend on intellectual property ("IP") rights and we think it unlikely this framework would be disrupted.)

In certain jurisdictions, protection and enforcement of intellectual property rights can be difficult (or impossible). To date we have avoided doing business in such jurisdictions, and we reserve the right to continue to do this.

If we are unable to protect the confidentiality of our proprietary information and know-how, the value of our products could be adversely affected, which could in turn adversely affect our business, financial condition and results of operations.

In addition to patented technology, we rely upon unpatented proprietary technology, processes and know-how. We generally seek to protect such information and trade secrets by either or both of (a) confidentiality agreements with our employees, partners, consultants and third parties, and (b) not declaring the trade secrets at all. While non-disclosure agreements may be breached, and remedies for any such breach may be inadequate, our standard non-disclosure agreement does create joint and several liability across multiple stakeholders, which maximizes our chances of successfully enforcing the agreement.

If we infringe or are alleged to have infringed upon intellectual property rights of third parties, our business, financial condition and results of operations could be adversely affected.

Our products or use of our trademarks may infringe, or be claimed to infringe, upon patents, patent applications or trademarks under which we do not hold licenses or other rights. Third parties may own or control these patents, patent applications or trademarks in the U.S. and abroad, and may bring claims against us that would cause us to incur litigation expense and, if successfully asserted against us, possible damages.

In mitigation of this risk: we pay very careful attention to intellectual property rights, as this is central to our corporate success. At present we do not license any intellectual property from any third parties, anywhere in the world - put differently: all intellectual property inside our product suite is owned by us - and it is our explicit intention and strategy to continue in this fashion. To date we have not faced any claim for an alleged infringement of some other party's intellectual property rights.

In addition to infringement claims against us, we may become a party to other types of patent or trademark litigation, including proceedings declared by the U.S. Patent and Trademark Office and proceedings in the European Patent Office, regarding intellectual property rights with respect to technology that may have been developed using government funding (sometimes also known as "march-in rights"). To date we have not faced any such demand or litigation and we do not foresee it in the future. If we were to accept funding that might create an opportunity for march-in rights, we would ensure adequate royalty compensation prior to accepting the funding.

Our ASVs may be copied by third parties operating from countries in which there is limited protection against counterfeit, which could adversely affect the integrity and reputation of our brands.

Protecting IP and patents in all territories is challenging due to global complexities. To mitigate this, thorough research on target regions, engagement of IP experts and local counsel, strategic partnerships with local entities, and technology-driven solutions can enhance protection.

Despite our efforts, third parties have in the past infringed, and may in the future infringe, on our proprietary rights or that otherwise seek to mimic or leverage our intellectual property. Counterfeiting and other infringing activities typically increase as brand recognition increases, especially in markets outside the United States and Canada. Counterfeiting and other infringement of our intellectual property could divert away sales, and association of our brands with inferior counterfeit reproductions or third-party labels could adversely affect the integrity and reputation of our brands.

Risks Related to this Offering and Our Securities

A sustained, active trading market for our securities may not develop or be maintained, which may limit investors' ability to trade our securities.

As we are in our early stage of development, an investment in our company will likely require a long-term commitment, with no certainty of return. There is currently no trading market for our securities and while we expect that, after this initial public offering, an active market for our securities will indeed develop and be sustained into the future, we cannot guarantee this. In the absence of an active trading market, investors may have difficulty buying and selling our securities.

The lack of an active market impairs your ability to sell your securities at the time you wish to sell them or at a price that you consider reasonable. The lack of an active market may also reduce the fair market value of your securities. An inactive market may also impair our ability to raise capital to continue to fund operations by selling securities and may impair our ability to acquire additional assets by using our securities as consideration.

The market price of the ADSs may be volatile and may fluctuate in a way that is disproportionate to our operating performance.

Currently, there is no public market for the ADSs. Although we will not close this offering unless our application to list the ADSs on the Nasdaq Capital Market is approved, such listing might not result in significant volume, a per-ADS market price in excess of the per-ADS price in this offering, or per-ADS price stability. The value of your investment could decline due to the impact of any of the following factors:

- sales or potential sales of substantial amounts of the ADSs;
- announcements about us or about our competitors;

- litigation and other developments relating to our intellectual property or other proprietary rights or those of our competitors;
- governmental regulation and legislation;
- variations in our anticipated or actual operating results;
- change in securities analysts' estimates of our performance, or our failure to meet analysts' expectations;
- change in general economic trends; and
- investor perception of our industry or our prospects.

Many of these factors are beyond our control. These fluctuations often have been unrelated or disproportionate to the operating performance of these companies. As a consequence, there may be periods of several days or more when trading activity in our shares is minimal or non-existent, as compared to a seasoned issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. A broad or active public trading market for the ADSs may not develop or be sustained.

We may experience extreme stock price volatility, including any stock-run up, unrelated to our actual or expected operating performance, financial condition or prospects, making it difficult for prospective investors to assess the rapidly changing value of the ADSs.

In addition to the risks addressed above, the ADSs may be subject to extreme volatility that is seemingly unrelated to the underlying performance of our business. In particular, the ADSs may be subject to rapid and substantial price volatility, low volumes of trades and large spreads in bid and ask prices, given that we will have relatively small public floats after this offering. Such volatility, including any stock-run up, may be unrelated to our actual or expected operating performance, financial condition or prospects.

Holders of the ADSs may also not be able to readily liquidate their investment or may be forced to sell at depressed prices due to low volume trading. Broad market fluctuations and general economic and political conditions may also adversely affect the market price of the ADSs. As a result of this volatility, investors may experience losses on their investment in our securities. Furthermore, the potential extreme volatility may confuse the public investors of the value of our stock, distort the market perception of our stock price and our company's financial performance and public image, negatively affect the long-term liquidity of the ADSs, regardless of our actual or expected operating performance. If we encounter such volatility, including any rapid stock price increases and declines seemingly unrelated to our actual or expected operating performance and financial condition or prospects, it will likely make it difficult and confusing for prospective investors to assess the rapidly changing value of the ADSs and understand the value thereof.

Investors in this offering will experience immediate dilution in net tangible book value.

You will incur immediate dilution in this initial public offering, as a consequence of the underwriter's discounts and commissions, plus the general expenses of this offering, payable by us. Accordingly, should we be liquidated at our book value before the business has had sufficient time to recoup these costs, you would not receive the full amount of your investment. See "Dilution" for a more complete description of how the value of your investment will be diluted upon the completion of this offering.

We intend to pay dividends, but this cannot be guaranteed.

We were founded in 2016 and we have not paid any cash or stock dividends to date. While we do intend to pay dividends in the future, such dividends are not currently planned for the foreseeable future. We consider this to be fiscally prudent, as we expect ongoing product investment in the coming three years and, to the extent that we require additional funding currently not provided for in our financing plan, our funding sources may prohibit the payment of any dividends. Because we do not intend to declare dividends in the near term, any gain on your investment in the near term will need to result from an appreciation in the price of the ADSs. For further information, see "Dividend Policy."

Investors in the ADSs may not receive the same distributions or dividends as those we make to the holders of our common shares, and, in some limited circumstances, you may not receive dividends or other distributions on our common shares and you may not receive any value for them, if it is illegal or impractical to make them available to you.

The depositary for the ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on common shares or other deposited securities underlying the ADSs, after deducting its fees and expenses. You will receive these distributions in proportion to the number of common shares your ADSs represent. However, the depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any holders of ADSs. For example, it would be unlawful to make a distribution to a holder of ADSs if it consists of securities that require registration under the Securities Act, but that are not properly registered or distributed under an applicable exemption from registration. In addition, conversion into U.S. dollars from foreign currency that was part of a dividend made in respect of deposited common shares may require the approval or license of, or a filing with, any government or agency thereof, which may be unobtainable. In these cases, the depositary may determine not to distribute such property and hold it as "deposited securities" or may seek to affect a substitute dividend or distribution, including net cash proceeds from the sale of the dividends that the depositary deems an equitable and practicable substitute. We have no obligation to register under U.S. securities laws any ADSs, common shares, rights or other securities received through such distributions. We also have no obligation to take any other action to permit the distribution of ADSs, common shares, rights or anything else to holders of ADSs. In addition, the depositary may withhold from such dividends or distributions its fees and an amount on account of taxes or other governmental charges to the extent the depositary believes it is required to make such withholding. This means that you may not receive the same distributions or dividends as those we make to the holders of our common shares, and, in some limited circumstances, you may not receive any value for such distributions or dividends if it is illegal or impractical for us to make them available to you. These restrictions may cause a material decline in the value of the ADSs

The Financial Industry Regulatory Authority (FINRA) sales practice requirements may limit your ability to buy and sell the ADSs, which could depress the price of the ADSs.

FINRA rules require broker-dealers to have reasonable grounds for believing that an investment is suitable for a customer before recommending that investment to the customer. Prior to recommending speculative low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status and investment objectives, among other things. Under interpretations of these rules, FINRA believes that there is a high probability such speculative low-priced securities will not be suitable for at least some customers. Thus, FINRA requirements may make it more difficult for broker-dealers to recommend that their customers buy the ADSs, which may limit your ability to buy and sell the ADSs, have an adverse effect on the market for the ADSs and, thereby, depress their market prices.

Volatility in the ADS price may subject us to securities litigation.

The market for the ADSs may have, when compared to seasoned issuers, significant price volatility, and we expect that our share price may continue to be more volatile than that of a seasoned issuer for the immediate future. In the past, plaintiffs have initiated class action securities litigation against a company following periods of volatility in the market price of its securities. We may, in the future, be the target of similar litigation. Securities litigation could result in substantial costs and liabilities and could divert management's attention and resources.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

Our management will have broad discretion in the application of the net proceeds from this offering, including for any of the purposes described in the section entitled "Use of Proceeds", and you will not have the opportunity as part of your investment decision to assess whether the net proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this offering, their ultimate use may vary substantially from their currently intended use. As with all management decisions, failure by our management to apply these funds effectively could harm our business.

There is currently no established trading market for our securities; further, our securities will be subject to potential delisting if we do not maintain the listing requirements of the Nasdaq Capital Market.

This offering constitutes our initial public offering of the ADSs and Tradeable Warrants. No public market for these securities currently exists. We have applied to list the ADSs and Tradeable Warrants on the Nasdaq Capital Market, or Nasdaq. An approval of our listing application by Nasdaq will be subject to, among other things, our fulfilling all of the listing requirements of Nasdaq. Even if the ADSs and Tradeable Warrants are listed on Nasdaq, there can be no assurance that an active trading market for these securities will develop or be sustained after this offering is completed. The initial offering price has been determined by negotiations among the lead underwriter and us. Among the factors considered in determining the initial offering price were our future prospects and the prospects of our industry in general, our revenue, net income and certain other financial and operating information in recent periods, and the financial ratios, market prices of securities and certain financial and operating information of companies engaged in activities similar to ours. However, there can be no assurance that following this offering the ADSs and Tradeable Warrants will trade at a price equal to or greater than the offering price.

In addition, Nasdaq has rules for continued listing, including, without limitation, minimum market capitalization and other requirements. Failure to maintain our listing (becoming delisted) would make it more difficult for shareholders to dispose of our securities and more difficult to obtain accurate price quotations on our securities. This could have an adverse effect on the price of the ADSs. Our ability to issue additional securities for financing or other purposes, or otherwise to arrange for any financing we may need in the future, may also be materially and adversely affected if the ADSs and/or other securities are not traded on a national securities exchange.

Our ability to have our securities traded on Nasdaq is subject to us meeting applicable listing criteria.

We have applied for the ADSs and Tradeable Warrants to be listed on Nasdaq, a national securities exchange. Nasdaq requires companies desiring to list their securities to meet certain listing criteria including total number of shareholders: minimum stock price, total value of public float, and in some cases total shareholders' equity and market capitalization. Our failure to meet such applicable listing criteria could prevent us from listing the ADSs or Tradeable Warrants on the Nasdaq. Our failure to have the ADSs and Tradeable Warrants traded on the Nasdaq could make it more difficult for you to trade the ADSs or Tradeable Warrants, could prevent the ADSs or Tradeable Warrants from trading on a frequent and liquid basis and could result in the value of the ADSs or Tradeable Warrants being less than it would be if we were able to list our securities on the Nasdaq. No assurance can be given that our applications will be approved, or that a trading market will develop for the ADS or Tradeable Warrants. The consummation of this offering is conditioned on obtaining Nasdaq approval. If Nasdaq approval for our listing is not obtained, this offering will not proceed.

There is no public market for the Non-tradeable Warrants being offered in this offering.

There is no public trading market for the Non-tradeable Warrants offered by this prospectus, and we do not expect a market to develop. In addition, we do not intend to apply to list the Non-tradeable Warrants on any exchange or market. Without an active market, the liquidity of the Non-tradeable Warrants will be limited.

The Warrants may not have any value.

Each Tradeable Warrant will have an assumed exercise price equal to $6.33 (115% of the assumed $5.50 offering price per Unit) and each Non-Tradeable Warrant will have an assumed exercise price equal to $6.60 (120% of the assumed $5.50 offering price per Unit). The Warrants will be exercisable from the date of issuance until the fifth anniversary of the issue date. In the event the price of the ADSs do not exceed the exercise price of the Warrants during the period when the Warrants are exercisable, the Warrants may not have any value.

Holders of Warrants have no rights as shareholders until such holders exercise their Warrants and acquire ADSs.

Until holders of our Warrants acquire ADSs upon exercise thereof, such holders will have no rights with respect to the ADSs underlying the Warrants. Upon exercise of the Warrants, the holders will be entitled to exercise the rights of a holder of ADSs only as to matters for which the record date occurs after the date they were entered in the register of members of the Company as a holder of ADSs.

Our Warrant Agent Agreement designate the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of our warrants, which could limit the ability of warrant holders to obtain a favorable judicial forum for disputes with our Company.

Our Warrant Agent Agreement provides that, subject to applicable law, (i) any action, proceeding or claim against us arising out of or relating in any way to the Warrant Agent Agreement, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and (ii) that we irrevocably submit to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. We will waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Notwithstanding the foregoing, these provisions of the Warrant Agent Agreement do not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of our warrants shall be deemed to have notice of and to have consented to the forum provisions in our Warrant Agent Agreement.

If any action, the subject matter of which is within the scope of the forum provisions of the Warrant Agent Agreement, is filed in a court other than courts of the State of New York or the United States District Court for the Southern District of New York (a "foreign action") in the name of any holder of our warrants, such holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an "enforcement action"), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder's counsel in the foreign action as an agent for such warrant holder.

This choice-of-forum provision may limit a warrant holder's ability to bring a claim in a judicial forum that it finds favorable for disputes with our Company, which may discourage such lawsuits. Alternatively, if a court were to find this provision of our Warrant Agent Agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect our business, financial condition and results of operations and result in a diversion of the time and resources of our management and Board.

We are a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to U.S. domestic public companies.

We are a foreign private issuer within the meaning of the rules under the Exchange Act. As such, we are exempt from certain provisions applicable to U.S. domestic public companies, including:

- we are not required to provide as many Exchange Act reports, or as frequently, as a domestic public company;
- for interim reporting, we are permitted to comply solely with our home country requirements, which are less rigorous than the rules that apply to domestic public companies;
- we are not required to provide the same level of disclosure on certain issues, such as executive compensation;
- we are exempt from provisions of Regulation FD aimed at preventing issuers from making selective disclosures of material information;
- we are not required to comply with the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act; and
- we are not required to comply with Section 16 of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and establishing insider liability for profits realized from any "short-swing" trading transaction.

As a result of all of the above, you may not have the same protections afforded to shareholders of a company that is not a foreign private issuer, some investors may find the ADSs less attractive, and there may be a less active trading market for the ADSs,

As an "emerging growth company" under applicable law, we will be subject to lessened disclosure requirements.

For as long as we remain an "emerging growth company", as defined in the JOBS Act, we will elect to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies", including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

We cannot predict if investors will find ADSs less attractive if we choose to rely on any of the exemptions afforded emerging growth companies. If some investors find ADSs less attractive because we rely on any of these exemptions, there may be a less active trading market for ADSs and the market price of ADSs may be more volatile.

We incur significant costs as a result of being a public company, which costs will grow after we cease to qualify as an "emerging growth company."

We incur significant legal, accounting and other expenses as a public company that we did not incur as a private company. The Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC and the Nasdaq Capital Market, impose various requirements on the corporate governance practices of public companies. We are an "emerging growth company," as defined in the JOBS Act and will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the end of the fiscal year in which the fifth anniversary of this offering occurs, (b) in which we have total annual gross revenue of at least $1.235 billion, or (c) in which we are deemed to be a large accelerated filer, which means the market value of our ordinary shares that is held by non-affiliates exceeds $700 million as of the prior June 30th, and (2) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 in the assessment of the emerging growth company's internal control over financial reporting and permission to delay adopting new or revised accounting standards until such time as those standards apply to private companies.

Compliance with these rules and regulations increases our legal and financial compliance costs and makes some corporate activities more time-consuming and costly. After we are no longer an emerging growth company, we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the requirements of Section 404 and the other rules and regulations of the SEC. For example, as a public company, we have been required to increase the number of independent directors and adopt policies regarding internal controls and disclosure controls and procedures. We have incurred additional costs in obtaining director and officer liability insurance. In addition, we incur additional costs associated with our public company reporting requirements. It may also be more difficult for us to find qualified persons to serve on our Board of Directors or as executive officers. We are currently evaluating and monitoring developments with respect to these rules and regulations, and we cannot predict or estimate with any degree of certainty the amount of additional costs we may incur or the timing of such costs.

If we are, or were to become, a passive foreign investment company (PFIC) for U.S. federal income tax purposes, U.S. investors in the ADSs would be subject to certain adverse U.S. federal income tax consequences.

In general, a non-U.S. corporation will be a PFIC for any taxable year if (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the average quarterly value of its assets consists of assets that produce, or are held for the production of, passive income. We do not expect to be a PFIC in the current taxable year or in the foreseeable future. However, there can be no assurance that we will not be considered a PFIC for any taxable year. If we were a PFIC for any taxable year during which a U.S. investor held ADSs, such investor would be subject to certain adverse U.S. federal income tax consequences, such as ineligibility for any preferred tax rates on capital gains or on actual or deemed dividends, an additional interest charge on certain taxes treated as deferred, and additional reporting requirements under U.S. federal income tax laws and regulations. If we are characterized as a PFIC, a U.S. investor may be able to make a "mark-to-market" election with respect to the ADSs that would alleviate some of the adverse consequences of PFIC status. Although U.S. tax rules also permit a U.S. investor to make a "qualified electing fund" election with respect to the shares of a non-U.S. corporation that is a PFIC if the non-U.S. corporation provides certain information to its investors, we do not currently intend to provide the information that would be necessary for a U.S. investor to make a valid "qualified electing fund" election with respect to our ordinary shares.

ADS holders may not be entitled to a jury trial with respect to claims arising under the deposit agreement, which could result in less favorable outcomes to the plaintiffs in an action of that kind.

The deposit agreement governing the ADSs representing our ordinary shares provides that, to the fullest extent permitted by law, ADS holders waive the right to a jury trial of any claim they may have against us or the depositary arising out of or relating to our ordinary shares, the ADSs or the deposit agreement, including any claim under U.S. federal securities laws.

If we or the depositary opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by the United States Supreme Court. However, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of New York, which govern the deposit agreement, by a federal or state court in the City of New York, which has non-exclusive jurisdiction over matters arising under the deposit agreement. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether a party knowingly, intelligently and voluntarily waived the right to a jury trial. We believe that this is the case with respect to the deposit agreement and the ADSs. It is advisable that you consult legal counsel regarding the jury waiver provision before entering into the deposit agreement.

If you or any other ADS holders bring a claim against us or the depositary in connection with matters arising under the deposit agreement or relating to the ADSs, including claims under federal securities laws, you may not be entitled to a jury trial with respect to such claims, which may have the effect of limiting and discouraging lawsuits against us or the depositary. If a lawsuit is brought against us or the depositary under the deposit agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiffs in that action.

Nevertheless, if this jury trial waiver provision is not permitted by applicable law, an action could proceed under the terms of the deposit agreement with a jury trial. No condition, stipulation or provision of the deposit agreement or the ADSs serves as a waiver by any ADS holder or by us or the depositary of compliance with any substantive provision of the U.S. federal securities laws and the rules and regulations promulgated thereunder.

Holders of ADSs may be subject to limitations on transfer of their ADSs.

ADSs are transferable on the books of the depositary. However, the depositary may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depositary may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

The exercise of voting rights by holders of ADSs is limited by the terms of the deposit agreement.

Holders of ADSs may exercise their voting rights with respect to the ordinary shares underlying their ADSs only in accordance with the provisions of the deposit agreement. If we ask the depositary to solicit your instructions, then upon receipt of voting instructions from a holder of ADSs in the manner set forth in the deposit agreement, the depositary will endeavor to vote such holder's underlying ordinary shares in accordance with these instructions. Under our Articles of Association, the minimum notice period required for convening a general meeting corresponds to the statutory minimum period, which is currently 42 days. When a general meeting is convened, a holder of ADSs may not receive sufficient notice of a general meeting to permit such holder to withdraw its ordinary shares to allow the holder to cast its vote with respect to any specific matter at the general meeting. In addition, the depositary and its agents may not be able to send voting instructions to a holder of ADSs or carry out such holder's voting instructions in a timely manner. We will make all reasonable efforts to cause the depositary to extend voting rights to a holder of ADSs in a timely manner, but such holder may not receive the voting materials in time to ensure that such holder can instruct the depositary to vote its shares. Furthermore, the depositary and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast or for the effect of any such vote. As a result, a holder of ADSs may not be able to exercise its right to vote and may lack recourse if the ordinary shares are not voted as requested by such holder.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains statements that constitute "forward-looking statements". Any statements that are not statements of historical facts may be deemed to be forward-looking statements. These statements appear in a number of different places in this prospectus and, in some cases, can be identified by words such as "anticipates", "estimates", "projects", "expects", "contemplates", "intends", "believes", "plans", "may", "will", or their negatives or other comparable words, although not all forward-looking statements contain these identifying words. Forward-looking statements in this prospectus may include, but are not limited to, statements and/or information related to: strategy, future operations, projected production capacity, projected sales or rentals, projected costs, expectations regarding demand and acceptance of our products, availability of material components, trends in the market in which we operate, and plans and objectives of management.

We believe that we have based our forward-looking statements on reasonable assumptions, estimates, analysis and opinions made in light of our experience and our perception of trends, current conditions and expected developments, as well as other factors that we believe to be relevant and reasonable in the circumstances at the date that such statements are made, but which may prove to be incorrect. Although management believes that the assumption and expectations reflected in such forward-looking statements are reasonable, we may have made misjudgments in preparing such forward-looking statements. Assumptions have been made regarding, among other things: our expected production capacity; labor costs and material costs, no material variations in the current regulatory environment and our ability to obtain financing as and when required and on reasonable terms. Readers are cautioned that the foregoing list is not exhaustive of all factors and assumptions which may have been used.

The forward-looking statements, including the statements contained in the sections entitled Risk Factors, Description of Business and Management's Discussion and Analysis of Financial Conditions and Results of Operations and elsewhere in this prospectus, are subject to known and unknown risks, uncertainties and other factors that may cause actual results to be materially different from those expressed or implied by such forward-looking statements.

Although management has attempted to identify important factors that could cause actual results to differ materially from those contained in forward-looking statements, there may be other factors that cause results not to be as anticipated, estimated or intended. Forward-looking statements might not prove to be accurate, as actual results and future events could differ materially from those anticipated in such forward-looking statements or we may have made misjudgments in the course of preparing the forward-looking statements. Accordingly, readers should not place undue reliance on forward-looking statements. We wish to advise you that these cautionary remarks expressly qualify, in their entirety, all forward-looking statements attributable to our Company or persons acting on our Company's behalf. We do not undertake to update any forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting such statements, except as, and to the extent required by, applicable securities laws. You should carefully review the cautionary statements and risk factors contained in this prospectus and other documents that we may file from time to time with the securities regulators.

USE OF PROCEEDS

Assuming the sale of 1,435,000 Units in this offering at a price of $5.50 per Unit, after deducting the estimated underwriting discounts and commissions and offering expenses payable by us, and assuming no exercise of the underwriter's over-allotment option, we estimate that the net proceeds to us from the sale of the Units in this offering will be approximately $7.2 million. If the underwriter exercises its over-allotment option in full, our net proceeds will be approximately $8.2 million.

We intend to use the net proceeds from this offering for general and working capital purposes, including but not limited to supporting our facilities, developing our product line and equipment, continued research and development, sales and marketing, and for repayment of debt.

We currently expect to use the net proceeds from this offering for the following purposes:

- Supporting our facilities – approximately $0.3 million for supporting our current facilities;
- Production – approximately $0.5 million for developing our current product line and equipment in order to be able to deliver all planned sales to our customers;
- Research and Development – approximately $1.0 – $1.5 million for continued development of a leading edge product line supporting key technical partnerships.;
- Sales and Marketing – approximately $1.3 - $1.5 million, this includes expansion of our direct sales forces as well as the setting up of a distributor management function;
- Debt Reduction I – approximately $0.4 million for repayment of debt incurred related to the engagement of consultants and employees directed at developing the operations and supporting our public listing as well as other trade liabilities;

- Debt Reduction II – approximately $2.0 - $2.8 million of the net proceeds from this offering to repay part of the debt owed by the Company to creditors pursuant to certain bridge financing agreements (to the extent these agreements are or shall not be converted into equity). These bridge financing arrangements have been structured in the form of convertible notes with up to a 25% discounted purchase price, convertible into ADSs against the initial IPO price, and additional warrants entitling each financing party to purchase ADSs against the nominal value of €0.01 per ADS. The notes are structured to become payable at the earlier of either the maturity date or the IPO date. The promissory notes have different maturity dates, some of which have already lapsed at the date of this filing. However, each bridge note holder has agreed to extend the maturity date to March 31, 2024. As stated, the holders of the notes have the right to convert the promissory note into ADSs, and at the date of this filing the holders of an aggregate of EUR2,536,255 have confirmed their intent to convert. Therefore, we anticipate repaying (part of) the debt from the proceeds. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Indebtedness" and "Related Party Transactions—" for further information with respect to the debt we expect to repay the bridge loan arrangements with the net proceeds from this offering; and

- Working Capital – The remainder for working capital and other general corporate purposes.

The actual allocation of proceeds realized from this offering will depend upon our operating revenues and cash position and our working capital requirements, which may change. The estimated use of proceeds is preliminary and subject to change. We cannot specify with certainty all of the particular uses for the net proceeds to be received upon the closing of this offering.

We will pay all of our own expenses and certain expenses of the underwriters related to this offering. See "Underwriting" on page 113.

DIVIDEND POLICY

We have never paid or declared any cash dividends in the past, and we do not anticipate paying any cash dividends in the foreseeable future. Under Dutch law, we may only pay dividends following the closing of the offering to the extent our shareholders' equity (*eigen vermogen*) exceeds the sum of the paid-up and called-up share capital plus the reserves required to be maintained by Dutch law or by our Articles of Association. Subject to such restrictions, the amount of any distributions will depend on many factors, such as our results of operations, financial condition, cash requirements, prospects and other factors deemed relevant by our Board of Directors.

We have not yet adopted a formal dividend policy; we may adopt such a policy in the future. In principle we see dividends as a legitimate, desirable and commercially rational way to reward shareholders for their investment risk, provided that the Company is fiscally prudent in declaring and paying out those dividends.

Under Dutch law, the Board of Directors has to give its approval to every proposed dividend or other distribution. It may only deny its approval if it knows or reasonably ought to foresee that the corporation, after such dividend or distribution, shall no longer be able to continue the payment of its due and collectable debts. Under Dutch law, a party receiving such distribution who knows or could reasonably be expected to foresee that such distribution would result in the Company being unable to continue paying any of its due and payable debts, shall be liable to the Company for payment of the shortfall created by the distribution, with said liability not to exceed the amount of the distribution received by that party and with due observance of the provisions of prevailing law.

CAPITALIZATION AND INDEBTEDNESS

The following table sets forth our capitalization as June 30, 2023:

- on an actual basis;

- on a pro forma basis to give effect to (i) the issuance of an additional EUR 1,345,422 of bridge loans between July and December of 2023, (ii) the conversion of an aggregate of EUR 2,536,285 in principal amount of outstanding convertible bridge notes, where the note holders have agreed to convert their notes into ADS, which will result in the issuance of 623,785 shares, calculated assuming an initial public offering price of $5.50 and (iii) the exercise of 1,497,700 warrants issued as part of our bridge financing, where the warrant holders have agreed to exercise their warrants to purchase ADSs, each of which will become effective immediately prior to the effectiveness of the registration statement of which this prospectus forms a part; and

- On a pro forma as adjusted basis to give effect to (i) the sale of 1,435,000 Units by us in the offering (excluding any sale of Units pursuant to the underwriter's over-allotment option), at an assumed public offering price of $5.50 per Unit, after deducting underwriting discounts and commissions and estimated offering expenses, assuming no exercise of any of the Underwriter's Warrants issued pursuant to this offering, and (ii) the issuance of an aggregate of 911,037 shares to RedChip, advisors, employees, and affiliates in connection with the closing of the offering.

The pro forma information below is illustrative only and our capitalization following the completion of this offering will be adjusted based on the actual public offering price and other terms of this offering determined at pricing. You should read this table together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other financial information appearing elsewhere in this prospectus.

	June 30, 2023		
	Actual (Unaudited)	Pro Forma (Unaudited) (1)	Pro Forma As Adjusted (Unaudited)(2)
Cash and cash equivalents	€ 185,415	€ 185,415	€ 6,897,728
Total assets	1,811,965	1,811,965	8,524,279
Total liabilities	8,492,292	3,192,892	3,192,892
Stockholders' equity:			
Share capital	65,526	86,526	109,986
Reserves (deficit) (3)	(6,745,853)	(1,467,452)	5,221,400
Total stockholders' equity (deficit)	(6,680,327)	(1,380,926)	5,331,387
Total capitalization	€ 1,811,965)	€ 1,811,965	€ 8,524,279

(1) To help fund the company for the IPO related expenses and other operational costs during the IPO process the Company has entered into bridge financing arrangements with certain investors. In general, for every $100,000 investment into bridge financing agreements, the investor received a convertible promissory note payable for $125,000 and 40,000 ADS purchase warrants with an exercise price of $0.01 per ADSs. As of June 30, 2023, we had issued EUR 2,995,010 of convertible promissory notes at face value and 1,123,000 warrants to purchase ADSs at an exercise price of $0.01 per warrant. In our June 30, 2023 financial statements we have reflected a carrying value for these warrants of EUR 4,108,537 which was based on a Black Sholes valuation model. Between July and December of 2023, the company issued additional bridge loans to fund IPO related expenses and other operating costs which added an additional EUR 1,345,422 of convertible promissory notes and 369,700 of warrants. As noted above, all of the bridge loan holders have provided written authorization to the Company to exercise all of their warrants into ADSs on or before the IPO date. This will result in the elimination of the EUR 4,108,537 accrual made for the warrants issued that is reflected in the June 30, 2023 financial statements. In addition, we have received written instructions by certain bridge note holders as of June 30, 2023, to convert EUR 2,536,285 in principal amount of convertible notes into ADSs on the IPO date. The remainder of the convertible notes will be repaid in cash after the IPO.

(2) Reflects the sale of 1,435,000 Units in this offering at an assumed initial public offering price of $5.50 per Unit, after deducting the estimated underwriting discounts, and estimated offering expenses payable by us.

(3) There are EUR 1,403,135 of non-recurring costs incurred in our financial statements for the six-month period ended June 30, 2023. These include the following by category:

- Consultancy costs of EUR 669,526
- Set up costs related to our US sales and marketing organization of EUR 373,082
- Accounting costs of EUR 328,325
- Automation costs of EUR 32,202

There are EUR 1,845,382 of non-recurring costs incurred in our financial statements for the 18-month period ending June 30, 2023. These include the following by category:

- Consultancy costs of EUR 882,981
- Set up costs related to our US Sales and marketing organization of EUR 373,082
- Accounting costs of EUR 530,342
- Automation costs of EUR 58,977

There are EUR 330,906 of additional non-recurring (non-cash) costs included in our ProForma As Adjusted Total Shareholder Equity for Advisory Costs.

A $1.00 increase or decrease in the assumed public offering price per Unit would increase or decrease our pro forma as adjusted cash, additional paid-in capital, total stockholders' equity (deficit) and total capitalization by approximately $1.3 million assuming the number of Units offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the underwriting discount and estimated offering expenses payable by us.

DILUTION

If you invest in our securities in this offering, your interest will be diluted to the extent of the difference between the initial public offering price per ADS that is part of the Unit and the as adjusted net tangible book value per ADSs immediately after the offering.

Our net tangible book value attributable to shareholders as of June 30, 2023, was EUR (7,750,559), or approximately EUR (1.18) per ordinary share. Net tangible book value per ordinary share represents the amount of total assets less intangible assets and total liabilities, divided by the number of ordinary shares outstanding as of June 30, 2023.

Our pro forma net tangible book value as of June 30, 2023 was approximately EUR(2.45)million (or EUR (0.28)per ordinary share) after giving effect to (i) the issuance of an additional EUR 1,345,422 of bridge loans between July and December of 2023, (ii) the conversion of an aggregate of EUR 2,536,285 in principal amount of outstanding convertible bridge notes, where the note holders have agreed to convert their notes into ADS, which will result in the issuance of 623,785 shares, calculated assuming an initial public offering price of $5.50, and (ii) the exercise of 1,492,700 warrants issued as part of our bridge financing, where the warrant holders have agreed to exercise their warrants to purchase ADSs, each of which will become effective immediately prior to the effectiveness of the registration statement of which this prospectus forms a part.

After giving effect to (i) the sale of the Units offered by us in this offering, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us, and (ii) the issuance of an aggregate of 911,037 shares to RedChip, advisors, employees and affiliates, our pro forma as adjusted net tangible book value as of June 30, 2023 would have been approximately EUR 4.26 million, or EUR 0.38 per ordinary share. This represents an immediate increase in net tangible book value of EUR 1.57 per ordinary share to our existing shareholders and an immediate dilution in net tangible book value of approximately EUR 4.76 per ordinary share to purchasers of the ADSs in this offering, as illustrated by the following table.

Initial offering price per Unit	$	5.50
Net tangible book value per ordinary share before the offering	$	(1.27)
Increase in price per ordinary share attributable to pro forma adjustments	$	0.96
Pro forma net tangible book value per ordinary share before the offering	$	(0.30)
Increase per ordinary share attributable to payments by new investors	$	0.71
Pro forma as adjusted net tangible book value per ADS after the offering	$	0.41
Dilution per ADS to new investors participating in this offering	$	5.09

If any ordinary shares are issued upon exercise of outstanding warrants or options, you may experience further dilution.

A $1.00 increase or decrease in the assumed initial public offering price per Unit would increase or decrease our pro forma as adjusted net tangible book value per ADS after this offering by approximately $0.53 per ADS (or $0.64 per ADS if the over-allotment is exercised in full), and increase or decrease the dilution per ADS to new investors by approximately $4.97 per ADS (or $4.86 per ADS if the over-allotment is exercised in full), assuming the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same, after deducting the underwriting discount and estimated offering expenses payable by us.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes to those statements included elsewhere in this prospectus. This discussion and analysis and other parts of this prospectus contain forward-looking statements based upon current beliefs, plans and expectations related to future events and our future financial performance that involve risks, uncertainties and assumptions, such as statements regarding our intentions, plans, objectives, expectations, forecasts and projections. Our actual results and the timing of selected events could differ materially from those anticipated in these forward-looking statements as a result of several factors, including those set forth under the section titled "Risk Factors" and elsewhere in this prospectus. You should carefully read the "Risk Factors" to gain an understanding of the important factors that could cause actual results to differ materially from our forward-looking statements. Please also see the section titled "Special Note Regarding Forward-Looking Statements."

Overview

RanMarine was formed on April 12, 2016, under the laws of the Netherlands. We aim to empower people and organizations across the planet to restore the marine environment to its natural state. Our data-driven autonomous technology, our patented water drones, created this opportunity by cleaning and monitoring our communal waters. RanMarine's headquarters are located at Galileistraat 15, 3029 AL Rotterdam, the Netherlands.

Results of Operations

Comparison of the Year Ended December 31, 2022, and 2021

The following table provides financial information for the periods presented:

	Year Ended December 31,			
	2022	**2021**	**Change**	**% Change**
Sales	€ 432,427	€ 254,263	€ 178,164	70%
Cost of sales	236,531	188,310	48,221	26%
Gross profit	**195,896**	**65,953**	**129,943**	**197%**
Gross profit percentage	45%	26%	19%	75%
Sales and marketing	162,755	50,337	112,418	223%
General and administrative	1,252,314	713,786	538,528	75%
Total operating expenses	**1,415,069**	**764,123**	**650,946**	**85%**
Operating loss	(1,219,173)	(698,170)	(521,003)	75%
Other income (expenses), net	(1,902,870)	698,393	(2,601,263)	(372)%
Net income (loss) before taxes	**(3,122,043)**	**223**	**(3,122,266)**	**>(100)%**
Provision for income taxes	125,523	33	125,490	>(100)%
Net income (loss)	**€ (3,247,566)**	€ 190	€ **(3,247,756)**	**>(100)%**

Sales

Revenue for the fiscal year ended December 31, 2022, was €432,427 as compared to €254,263, for the fiscal year ended December 31, 2021, an increase of €178,164. This increase was the result of a significant increase of our distributor sales in 2022.

Our revenue by product and service category is as follows for the periods presented:

	Year Ended December 31,	
	2022	**2021**
Wastesharks	€ 351,250	€ 229,840
Other revenue	81,177	24,423
Total revenue	€ 432,427	€ 254,263

Cost of Sales

Cost of Sales for the fiscal year ended December 31, 2022, was €236,531 as compared to €188,310 for the fiscal year ended December 31, 2021, a 26% increase. This increase was mainly due to an increase in sales.

Gross Profit

Gross profit increased to €195,896 from €65,953 for the year ended December 31, 2022, as compared to the year ended December 31, 2021. This increase was due to an increase in sales, an increase in sales margin and a concurrent reduction in the cost of goods sold.

Sales and Marketing Expenses

Sales and marketing expenses for the fiscal year ended December 31, 2022, were €162,755 compared to €50,337 for the fiscal year ended December 31, 2021, an increase of €112,418. This increase was the result of our increased focus on sales and marketing.

General and Administrative Expenses

General and administrative expenses for the fiscal year ended December 31, 2022, were €1,252,314 compared to €713,786 for the fiscal year ended December 31, 2021, an increase of €538,528. This increase was due to increased activities as a result of the growth of the Company.

Other Income (Expenses), net

Other income (expenses), net for the fiscal year ended December 31, 2022, was (€1,902,870), compared to €698,393 for the fiscal year ended December 31, 2021. The Company recognized €913,279 of subsidies and grants for the fiscal year ended December 31, 2022 compared to €698,393 for the fiscal year ended December 31, 2021. The increase of €214,886 is mainly due to higher subsidies and grants received in 2022. The Company entered into securities purchase agreements in 2022. The change in fair value related to these securities purchase agreements totaled €(2,816,150) for the fiscal year ended December 31, 2022. For the fiscal year ended December 31, 2021 there were not such a cost.

Comparison of the Six Months Ended June 30, 2023, and 2022

The following table provides financial information for the periods presented:

	Half Year Ended June 30,			
	2023	**2022**	**Change**	**% Change**
Sales	€ 332,335	€ 205,901	€ 126,434	61%
Cost of sales	163,220	107,274	55,946	52%
Gross profit	**169,115**	**98,627**	**70,488**	**71%**
Gross profit percentage	51%	48%	3%	6%
Research and development	66,442	33,885	32,557	96%
Sales and marketing	185,170	44,592	140,578	315%
General and administrative	1,597,100	304,717	1,292,383	424%

Total operating expenses	**1,848,712**	**383,194**	**1,465,518**	**382%**
Operating loss	(1,679,597)	(284,567)	(1,395,030)	490%
Other expenses, net	(1,675,686)	(840,873)	(834,813)	99%
Net loss before taxes	**(3,355,283)**	**(1,125,440)**	**(2,229,843)**	**198%**
Provision for income taxes	-	125,253	(125,253)	(100)%
Net loss	**€ (3,355,283)**	**€ (1,250,963)**	**€ (2,104,320)**	**(168)%**

Sales

Revenue for the half year ended June 30, 2023, was €332,335 as compared to €205,901, for the half year ended June 30, 2022, an increase of €126,434. This increase was the result of an increase of unit sales in the first half of 2023.

Our revenue by product and service category is as follows for the periods presented:

	Six Months Ended June 30,	
	2023	**2022**
Wastesharks	€ 272,515	€ 180,500
Other revenue	59,820	25,401
Total Revenue	€ 332,335	€ 205,901

Cost of Sales

Cost of sales for the half year ended June 30, 2023, was €163,220 as compared to €107,274 for the half year ended June 30, 2022, a 52% increase. This increase was mainly due to an increase in sales.

Gross Profit

Gross profit increased to €169,115 from € 98,627 for the half year ended June 30, 2023, as compared to the half year ended June 30, 2022. This increase was due to an increase in sales and an increase in sales margin due to an increase in other revenue that have a slightly higher margin.

Research and Development Expenses

Research and development expenses for the half year ended June 30, 2023, were €66,442 compared to € 33,885 for the half year ended June 30, 2022, an increase of €32,557. The increase was due to increased activity.

Sales and Marketing Expenses

Sales and marketing expenses for the half year ended June 30, 2023, were €185,170 compared to €44,592 for the half year ended June 30, 2022, an increase of €140,578. This increase was the result of our increased focus on sales and marketing.

General and Administrative Expenses

General and administrative expenses for the half year ended June 30, 2023, were €1,597,100 compared to €304,717 for the half year ended June 30, 2022, an increase of €1,292,383. This increase was due to increased activities as a result of the growth of the Company.

Other Expenses

Other expenses for the half year ended June 30, 2023, was €(1,675,686), compared to €(840,873) for the half year ended June 30, 2022. The Company recognized €34,653 of subsidies and grants for the half year ended June 30, 2023 compared to € 322,209 for the half year ended June 30, 2022. The Company entered into securities purchase agreements in 2022. The Company recognized changes in the fair value of the warrant liabilities and convertible notes payable of €(1,472,759) and €(236,141), respectively for the half year ended June 30, 2023 compared to changes in the fair value of the warrant liabilities and the convertible notes payable of € (1,041,600) and € (121,481), respectively for the half year ended June 30, 2022.

Liquidity and Capital Resources

Fiscal Years Ended December 31, 2022, and 2021

As of December 31, 2022, we had €448 of cash and cash equivalents, with €92,808 as of December 31, 2021.

The following table summarizes our cash flows from operating, investing and financing activities:

	Year Ended December 31,		
	2022	**2021**	**Change**
Cash used in operating activities	€ (515,448)	€ (10,630)	€ (573,318)
Cash used in investing activities	€ (470,846)	€ (338,321)	€ (132,525)
Cash provided by financing activities	€ 893,934	€ 27,393	€ 866,541

Cash Used In Operating Activities

For the fiscal year ended December 31, 2022, net cash flows used in operating activities was (€515,448), compared to (€10,630) used during the fiscal year ended December 31, 2021, respectively, primarily due to higher general and administrative costs of €538,528. The higher general and administrative are due to extra costs to prepare the Company to become a public company and execute its business plans.

Cash Used in Investing Activities

During the year ended December 31, 2022, €464,670 of R&D expenditure has been capitalized and €6,176 of equipment has been purchased. During the year ended December 31, 2021, €334,410 of R&D expenditure has been capitalized and €3,911 of equipment has been purchased. This increase of R&D expenditure was the result of the higher R&D activities.

Cash Provided by Financing Activities

During the fiscal year ended December 31, 2022, we were provided with €893,934 in financing activity compared to cash provided by financing activities of €27,393 during the year ended December 31, 2021, an increase of €866,541. The increase is primarily generated by the cash received (€859,638) through the securities purchase agreements as described above.

Our principal liquidity requirements are for payroll, services and raw materials. We fund our liquidity requirements primarily through cash flows from operations, debt financing and R&D grants. As of December 31, 2022, we had €448 of cash and cash equivalents, with €92,808 as of December 2021.

Half Years Ended June 30, 2023, and 2022

The following table summarizes our cash flows from operating, investing and financing activities:

	Six Months Ended June 30,		
	2023	2022	Change
Cash used in operating activities	€ (1,167,429)	€ (180,891)	€ (986,538)
Cash used in investing activities	€ (190,909)	€ (158,264)	€ (32,645)
Cash provided by financing activities	€ 1,543,305	€ 269,787	€ 1,273,518

Cash Used In Operating Activities

For the half year ended June 30, 2023, net cash flows used in operating activities was €(1,167,429) compared to €(180,891) used during the half year ended June 30, 2022, respectively, primarily due to higher general and administrative costs of €1,292,383. The higher general and administrative costs are due to extra costs to prepare the Company to become a public company and execute its business plans.

Cash Used In Investing Activities

During the half year ended June 30, 2023, €190,909 of research and development (R&D) expenditure has been capitalized. During the half year ended June 30, 2022, €155,121 of R&D expenditure has been capitalized and €3,143 of equipment has been purchased. This increase of R&D expenditure was the result of the higher R&D activities.

Cash Provided By Financing Activities

During the half year ended June 30, 2023, we were provided with €1,543,305 in financing activity compared to cash provided by financing activities of €269,787 during the half year ended June 30, 2022, an increase of €1,273,518. The increase is primarily generated by the cash received (€1,718,860 during the half year ended June 30, 2023 compared to €301,019 during the half year ended June 30, 2022) through the securities purchase agreements as described above.

Our principal liquidity requirements are for payroll, services and raw materials. We fund our liquidity requirements primarily through cash flows from operations, debt financing and R&D grants. As of June 30, 2023, we had €185,415 of cash and cash equivalents, with €23,438 as of June 30, 2022.

Critical Accounting Policies and Significant Judgments and Estimates

This discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with International Financial Reporting Standards, or IFRS, as issued by the International Accounting Standards Board. The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported expenses incurred during the reporting periods. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. While our significant accounting policies are described in more detail in the notes to our financial statements included elsewhere in this prospectus, we believe that the following accounting policies are critical to understanding our historical and future performance, as these policies relate to the more significant areas involving management's judgments and estimates.

We believe our most critical accounting policies and estimates relate to the following:

- Revenue Recognition;
- Foreign Currency Translation;
- Lease Accounting; and
- Financial Instruments.

Revenue Recognition

Our accounts operate on an accrual basis. Revenues are recognized when realized (on customer invoice) and earned – not when cash is received. Revenue and other revenues excludes value added tax and is after discounts. Contract revenue recognition will take place in accordance with IFRS 15; when there is an identifiable contract with a customer, the contract stipulates performance obligations, a price has been established, the price has been allocated to the contract performance obligations, then the specific revenue associated with the specific obligation completion is recognized. Contracts with customers generally consist of a single performance obligation, delivery of our products, the ASV's (autonomous surface vessels). We recognize revenue at delivery as risk of loss and control have been transferred to the customer at the time the product is picked up for delivery. Revenue measurement is fair value of the amount received or due. The revenue represents product and / or service amounts receivable generated during the normal course of business. Revenue is recognized net of deductions for returns, allowances, and rebates, which the Company has assessed as immaterial during each of the fiscal years. A liability will be established on the balance sheet when the customer has prepaid for a good or service. A receivable will be established where the contract performance obligation has met but payment has not been received.

Foreign Currency Translation

The functional currency is determined using the currency of the primary economic environment in which that entity operates. The functional currency, as determined by our management, is the Euro.

Foreign currency transactions are translated into functional currency using the exchange rates prevailing at the date of the transaction. Foreign currency monetary items are translated at the period-end exchange rate. Non-monetary items measured at historical cost continue to be carried at the exchange rate at the date of the transaction. Non-monetary items measured at fair value are reported at the exchange rate at the date when fair values were determined.

Exchange differences arising on the translation of monetary items or on settlement of monetary items are recognized in other comprehensive income or loss in the period in which they arise, except where deferred in equity as a qualifying cash flow or net investment hedge.

Exchange differences arising on the translation of non-monetary items are recognized in other comprehensive income to the extent that gains and losses arising on those non-monetary items are also recognized in other comprehensive income. Where the non-monetary gain or loss is recognized in profit or loss, the exchange component is also recognized in profit or loss.

Our presentation currency is the Euro.

Exchange gains and losses arising from translation to our presentation currency are recorded as exchange differences on translation to reporting currency, as a component of comprehensive income or loss.

Lease Accounting

We assess at contract inception whether a contract is, or contains, a lease. That is, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. We apply a single recognition and measurement approach for all leases, except for short-term leases and leases of low-value assets. We recognize lease liabilities to make lease payments and right-of-use assets representing the right to use the underlying assets.

At the commencement date of the lease, we recognize lease liabilities measured at the present value of lease payments to be made over the lease term. Lease payments include fixed payments (including in-substance fixed payments) less any lease incentives receivable, variable lease payments that depend on an index or a rate, and amounts expected to be paid under residual value guarantees. Lease payments also include the exercise price of a purchase option reasonably certain to be exercised by us and payments of penalties for terminating the lease, if the lease term reflects us exercising the option to terminate. Variable lease payments that do not depend on an index or a rate are recognized as expenses in the period in which the event or condition that triggers the payment occurs. In calculating the present value of lease payments, we use our incremental borrowing rate at the lease commencement date because the interest rate implicit in the lease is not readily determinable. After the commencement date, the amount of lease liabilities is increased to reflect the accretion of interest and reduced for the lease payments made. In addition, the carrying amount of lease liabilities is remeasured if there is a modification, a change in the lease term, a change in the lease payments (e.g., changes to future payments resulting from a change in an index or rate used to determine such lease payments) or a change in the assessment of an option to purchase the underlying asset.

We recognize right-of-use assets at the commencement date of the lease (i.e., the date the underlying asset is available for use). Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost of right-of-use assets includes the amount of lease liabilities recognized, initial direct costs incurred, and lease payments made at or before the commencement date less any lease incentives received. Right-of-use assets are depreciated on a straight-line basis over the shorter of the lease term and the estimated useful lives of the assets.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditure or capital resources that is material to investors.

Contractual Obligations

The following table summarizes our contractual obligations as of December 31, 2022:

Contractual Obligation	Less than One Year	1 – 3 Years	3 – 5 Years	Over 5 Years
Rental of premises	€ 63,027	€ 133,705	€	€ -
TOTAL	€ 63,027	€ 133,705	€	€ -

The amounts above are undiscounted and include the total amounts due, including the interest component.

BUSINESS

General

RanMarine Technology B.V. was incorporated in the Netherlands on April 12, 2016, as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*). As part of a reorganization that occurred in December 2022, we formed RanMarine B.V. and RanMarine USA, both as wholly-owned operating subsidiaries of RanMarine. As a result, RanMarine Technology B.V. is the parent holding company of RanMarine B.V. and RanMarine USA, our wholly-owned operating subsidiaries.

RanMarine will be the holding company of the group. RanMarine B.V. will act as an operating entity to design and manufacture our ASVs and to manage all of our sales and logistics. RanMarine USA will act as sales hub for our sales in North America and enable us to further increase our presence in North America.

Information on our website, www.ranmarine.io, or any other website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus. We have included our website address as an inactive textual reference only.

Our principal executive offices are located at Galileistraat 15, 3029 AL Rotterdam, the Netherlands. In 2021, we entered into a five-year lease agreement for these premises with a monthly minimum rent of approximately €5,872 plus ancillary rental costs of approximately €1,000 per month. The leased premises is 685 square meters. We use these facilities for administrative purposes, research and development, engineering, production and testing of our products.

We believe that these facilities will satisfy our manufacturing, research, and development needs in the next nine (9) months.

Products and Technology

We specialize in the design and development of ASVs for ports, harbors, cities, and other marine and water environments. We focus on the issue of water pollution, which has significant economic, regulatory and aesthetic impacts on government bodies and companies around the world. Cleaner water improves the macro-health of society, and richer data supports evidence-based decisions. Our line of ASV products presents an integrated technology-led ESG solution for managing sustainable and resilient water health by (a) clearing unwanted debris and (b) collecting and monitoring environmental data.

After many years testing various shapes and sizes, we believe we have found the ideal form of drone to function in diverse water environments. Our ASVs are powerful enough to make a material impact on the environment, yet small enough to get into those tight places where plastic and waste often end up.

Our product line currently consists of our range of Shark ASVs – WasteShark, DataShark, MegaShark (expected launch in the first half of 2024), OilShark (expected launch in the second half of 2024) and the TenderShark (expected launch in 2024) – and two docking stations, the SharkRamp (expected to launch in the first half of 2024) and the SharkPod (expected to launch in the first half of 2025). Furthermore, our ASV continuously collect time-stamped data, which is GPS-tagged and stored in the cloud, and which can be accessed by customers via the secure online RanMarine Connect portal.

We use high quality composite fiber to ensure a robust product that also looks elegant and sleek in the water. Our WasteShark is also deliberately designed to move slowly, at three kilometers per hour, in order to not cause damage to maritime and commercial assets, while presenting no threat to animals or the environment. As an electric vehicle (EV), the WasteShark produces zero carbon or greenhouse emissions while in use.

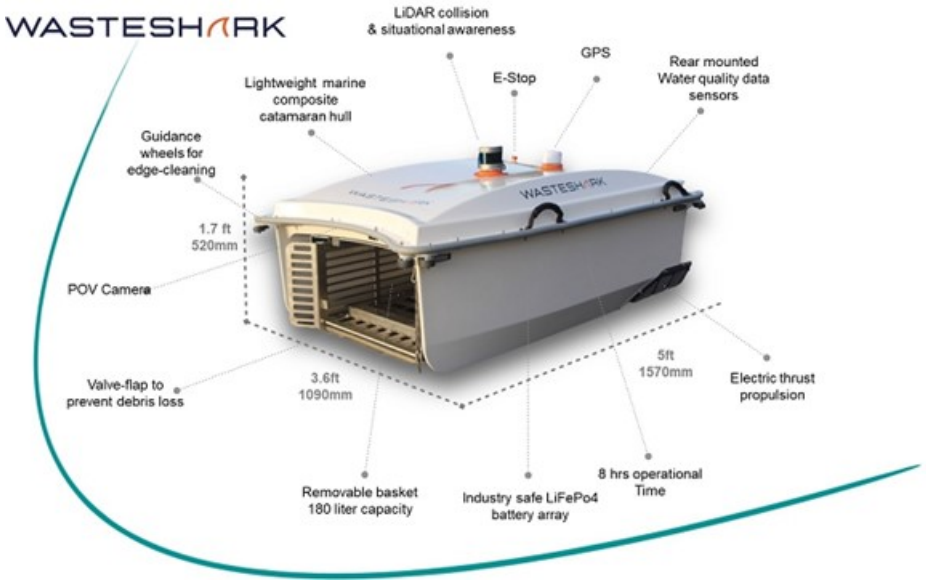
Current Products

WasteShark™The WasteShark was created in 2016. The WasteShark can clear plastics, microplastics (larger than a minimum size of 3mm), general trash, oils, invasive surface plants (e.g., duckweed, hydrilla), as well as blooming macro- and micro-algae. The WasteShark is designed and tested to be safe for operation in close proximity to animals and birdlife, and will not damage other boats or other maritime craft. Since the completion of the WasteShark, our engineers and designers have continued to devote efforts to provide the WasteShark with an appealing design and improved features, resulting in a high-performance marine ASV.

The standard WasteShark has a tare weight of 75kg (165lbs) with a composite fiber polymer hull (the same material used for ocean-going yachts). Its standard dimensions are 157cm length x 109cm width x 52cm height (61 x 42 x 20 inches).

The WasteShark is the world's first commercially available marine drone that collects both waste, debris and environmental data at the same time.

The image below summarizes the proposed benefits of WasteShark.



● The WasteShark is designed to work inside coastal waters, primarily in city waterways, ports, harbors, rivers and lakes

● The WasteShark operates in both autonomous and manual remote-control modes. It has a maximum travel distance of 3.2 miles (5km) in autonomous mode and a line of sight range of 500 meters in manual mode. The WasteShark is capable of removing 1000 pounds (500kg) of waste per day.

● Provides the most efficient, affordable round-the-clock self-cleaning and monitoring of urban water, inland waterways & estuaries with zero emissions

● Current models have a 24% to 80% lower cost per liter of trash collected than traditional methods

● Supports over 15 high-grade water sensors with 4G-enabled, real-time data access

● Can do over-the-air updating of software to take advantage of future capabilities

The WasteShark can house marine sensors, capturing data either above or below the water line. This includes but is not limited to:

- Video
- Audio
- Infra-red imaging
- Temperature
- Dissolved oxygen
- Conductivity
- pH
- Oxidation reduction potential
- Depth and vented depth (bathymetric data)
- Turbidity
- Fluorescence (algae, chlorophyll)
- Oils, crude and refined
- Nitrates and nitrites
- Ammonia

The WasteShark operates in either autonomous or operator-driven remote-control (RC) mode with the potential to remove over 1,000 pounds of debris in a regular working day. The WasteShark is battery-powered, and has up to 8 hours of operating time before requiring recharging. The ASV has an on-board debris storage capacity of 180 liters (48 gallons), with a buoyancy rating of 400 kg (882 lbs).

Other product attributes of the WasteShark include:

- High-speed mobile communication
- Autonomous navigation
- Autonomous anchoring
- Obstacle detection and collision avoidance
- Digital control handset with secure-channel high definition (HD) video display
- Proprietary RanMarine application on the digital control transmitter
- RanMarine Connect software (for access to control functions and collected data)
- Real-time kinematic GPS positioning (RTK GPS) for precise location, collision avoidance and positioning
- Wireless battery recharge (available on the SharkPod docking station – expected launch in the first half of 2025)

As of the date of this prospectus, our manual WasteShark can purchased from €23,500, depending on the user-specified configuration. Our autonomous WasteShark may be leased for as little as €1,213 per month or purchased from €35,000 (again, depending on configuration).

As of the end of September 2023, RanMarine has fulfilled orders for 90 units of WasteShark. By the end of 2028 we expect to have delivered approximately 2,000 ASVs.

DataShark™

The DataShark shares the same physical hull design and proportions as the WasteShark, and it is specifically intended for customers who require a rich and flexible platform for environmental sensing and data capture, without the need for floating debris collection. The implication is that the DataShark does not house a collection basket between the pontoons of the catamaran-style hull: this is replaced by a flexible framework which acts as a mounting platform for a set of customer-specified sensors.

The number and type of sensors that can be fitted to a DataShark (e.g., Bathymetric Lidar, underwater camera, water quality sensors, or a combination of these) is only restricted by the physical proportions of the sensing equipment and the available area between the pontoons of the vessel. Because the customer selects the sensor types to be integrated within the DataShark at the time of quotation, unit pricing will depend on the customer-specified sensor array as well as the hardware and software engineering integration effort needed for the specified sensors. Pricing for the base-level DataShark begins at €44,000 for a basic water-quality sensor array (temperature, pH, ORP, DOmgl, DOsat, conductivity). Additional sensors and sensor integration costs are added where specified and relevant.

RanMarine Connect™

RanMarine Connect is a secure cloud-based portal using Amazon Web Services through which ASV and SharkPod users control and manage their drones (including fleet management). It also offers an interface for monitoring and analyzing data collected. A subscription to RanMarine Connect is charged on a recurring annual subscription basis: subscription rates vary according to the type of ASV and the environmental sensor configuration on the ASV.

The control environment within RanMarine Connect is the primary interface for a customer to manage the operation of their RanMarine ASV or SharkPod. Functionality offered includes monitoring key system components, planning and sending ASVs out on autonomous missions and controlling key system functions (e.g., sending a ASV to a "home" location or performing a controlled shut-down of a SharkPod pump). Features include the ability to monitor ASVs while they are out on missions, and to view environmental sensor data as they are recorded in dynamic real-time. Additionally, portal users are able to configure triggered alerts if environmental sensor parameters breach a user-configured threshold at any time. All data are GPS-tagged and GIS visualization-ready.

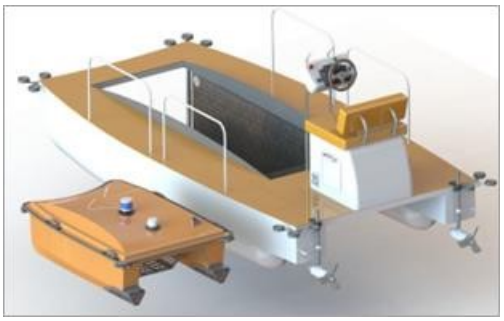
RanMarine Connect undergoes iterative improvement and enhancement in line with our product roadmap, and with a focus on the ever-increasing global emphasis on robust analytics that accurately measure the environmental impact of investments in green technology. RanMarine Connect makes it easy for our customers to measure and report on the specific impact of their investments in our technology.

Products in Development

MegaShark™

The MegaShark will be a larger version of the WasteShark measuring 4 meters long x 2 meters wide (13 ft x 6.5 ft) with five times the on-board payload capacity of the WasteShark. This ASV is designed for heavier work and for operating in larger bodies of water. The MegaShark is currently in the pre-production phase, with a targeted commercial launch date in the first half of 2024 and an expected retail price of €75,000 for the manual (operator on-board and optional RC) model. The autonomous MegaShark has a target release date in the second half of 2024, with pricing expected in the range of €85,000-€100,000.

The image below depicts a 3D rendering of our MegaShark with the WasteShark for comparison:



Like the WasteShark, the MegaShark will represent a world-first for this kind of product: we believe that at the time of its commercial release no other waste collection vessel of its size and performance capability will offer operator on-board mode in addition to remote control (operator on-shore) piloting. Additionally, due to its size and capabilities which echo some current fossil-fueled utility platforms already in use in our market, this size of electric vessel will potentially be quickly adopted due to its more ubiquitous nature of size and the pressures of impending Net Zero regulation.

OilShark™

The OilShark will be an ASV that removes hydrocarbons, maritime fuels, and algae biomass from the surface of water as an rapid deployment, first-response unit. The OilShark is based on the MegaShark platform and is designed to safely retain oil onboard while underway and is envisaged to hold up to 264 gallons (1000 liters). The OilShark can operate for up to eight hours before battery recharge. Like all RanMarine ASVs, the OilShark is battery-powered, producing no carbon emissions during operation.

The OilShark is currently at TRL 6 (technology readiness level) as per the below table with a targeted commercial release date in the second half of 2024. This product is expected to retail from €85,000-€100,000 with potential lease and rental options available.

TRL	Definition
1	Basic principles observed
2	Technology concept formulated
3	Experimental proof of concept
4	Technology validated in lab
5	Technology validated in relevant environment
6	Technology demonstrated in relevant environment
7	System prototype demonstration in operational environment
8	System complete and qualified
9	Actual system proven in operational environment

Amongst autonomous oil collection systems, we believe that at the time of its commercial release OilShark will be unique for its ability to store its oil payload on-board - other vessels must be tethered to shore by a pipe through which the collected oil is pumped. This will give OilShark a competitive advantage in terms of range, movement and rapid first-response deployment.

SharkRamp

The SharkRamp is a docking and recharging station for a single WasteShark ASV. This product is being developed in conjunction with our distribution partner, Poralu Marine. The SharkRamp has a floating platform in which the WasteShark ASV docks. The WasteShark is then automatically lifted by an electric motor to a secure pen where the ASV will be stored until an operator comes to empty the basket. It is our intent to be able to charge the WasteShark while it is in the holding pen. We expect to launch the SharkRamp in the first half of 2024. This product is expected to retail for approximately €20,000.

SharkPod™

The SharkPod is a docking and recharging station for RanMarine's WasteShark ASVs. It is a moored floating platform that supports up to five ASVs. The SharkPod enables fully autonomous discharge of the ASV's payload, and fully autonomous recharge of the battery. SharkPod-based ASVs will use sensor-based AI (Artificial Intelligence) to work collaboratively to double their collection capability. Autonomous WasteShark ASVs are fitted with a single-board computer which is optimized for processing information from sensor arrays and determining further operation as a result of that sensor input. Sensor input could include information received from cameras, GPS modules or battery charge sensors. In the case of WasteShark ASVs working collaboratively, the information received by each ASV is used in a group decision-making context, such that fleet cleaning efforts are optimized by the sharing of information. For example, this information shared could relate to an image of the density of debris in a particular area, from one ASV. Based on sensor input from other systems (e.g., amount of battery charge remaining, or distance from the reporting ASV) each ASV working within a group can use AI algorithms to determine whether or not they should assist another member of the group in the fleet with cleaning effort.

The image below illustrates our SharkPod and WasteShark products in water:

A swarm of RanMarine ASVs operating out of a shared SharkPod docking station enables fully-automated waste removal coverage of a water area, on a 24x7 basis. This results in significant operational cost savings through reduced labor cost, while delivering simultaneous increases in both productivity and data quality.

As with RanMarine's ASVs, the SharkPod also collects environmental and performance data, which is stored in the cloud and accessed via the RanMarine Connect portal.

The SharkPod is testing for Technology Readiness Level 7 as of the date of this prospectus with expected launch in the first half of 2025. This product is expected to retail from €150,000-€200,000.

Operations: How our ASVs work

Our Shark ASVs are designed to encompass the following attributes: autonomy, agility, safety, simplicity, and ecological harmony ("being green"). All RanMarine ASV's are designed for ease of use and to be easily operated and implemented by our customers with technical training offered by our team.

Autonomy

WasteShark has two modes of operation: autonomous (following a pre-defined waypoint path) and manual (remote control by operator with handheld device).

Our autonomous ASVs are designed to avoid crashing into other vessels or obstacles that may be nearby. The autonomous versions have LiDAR (Light Detection and Ranging - a detection system which works on the principle of using radar to measure distances, and uses light emitted via laser) and path-planning algorithms that are programmed to

avoid both static and moving objects in the water. Should the WasteShark lose 4G or 5G communications, it will continue on its guided path until it finishes its set route and returns to its launch "home" point or the SharkPod.

Data communication is managed via standard GSM-based cellular networks or bespoke solutions based on high bandwidth radio technology (for use in areas where 4G or 5G telecommunication is not possible). Use of 4G and 5G enables users to deploy in most territories without the need to setup independent networks or new communications infrastructure.

The image below summarizes how an autonomous WasteShark can be programmed to clean a harbor.

Agility

The WasteShark is designed for inland waters – ports, harbors, canals, marinas, residential developments, lakes, reservoirs, rivers – wherever humans live on or near water. WasteShark retains its operational capability in temperatures ranging from -5°C to +60°C (23°F - 140°F) and in waves to 1.2 meters (4 feet). The WasteShark can turn "on the spot" on its own axis. This makes our ASVs very maneuverable, able to navigate the tight angles and confined spaces of water in a built-up environment.

Safety

Our WasteShark ASVs are designed to avoid harming marine animals, including birds. Experience shows that animals who are naturally curious will swim (or fly) up to and around the ASV to investigate, and then move away again unharmed. There has been no recorded injury to any animal, ever, from a WasteShark.

The autonomous WasteShark has collision avoidance capability, enabling the ASV to avoid boats and other maritime craft. If, for example, the pilot of another maritime craft steers into the ASV, the outermost contour of the ASV is maritime-grade rubber (the same used in marinas to protect yachts), which will protect against damage to both the ASV and the other maritime craft.

Simplicity

RanMarine ASVs are designed for ease of deployment and use. Minimal user training and no previous technical experience, certification or licensing is required to operate our ASV, therefore, they can be operated "out of the box" anywhere in the world. The ASVs are designed in such a way as to simplify maintenance tasks and replacement of parts. Full training on both manual and autonomous WasteSharks is available with purchase or lease, and all customers are supplied with necessary operations documentation.

Ecological harmony ("being green")

WasteShark's core purpose is to act as a harvesting tool or robot (plastics, pollutants, biomass, data and hydrocarbons) making the marine environment healthier, sustainable and resilient. We have designed our ASVs to produce no carbon emissions, and no noise or light pollution, and to pose no threat to animals. Our products are designed to be in harmony with the ecosystem and not cause further damage or pollution.

Our ASVs are powered by batteries, therefore, they produce zero carbon or greenhouse emissions when in operation. The WasteShark battery is recharged through alternating current mains supply, and we provide the connector cables and charger, with the necessary voltage and connections for the country or territory in which a client's WasteShark will be deployed. Normal full recharge period is five hours: 80% charge capacity is usually achieved in 2.5 hours. The battery array will provide up to 8 hours of continuous use in autonomous mode and five to six hours of use when in manual mode (depending on weather and water-state at time of deployment), and contingent on pilot behavior. The marine-grade batteries we use have a 1500 cycle-life which should translate to five years of expected use before needing replacement or service.

WasteShark is programmed to alert the operator or system of a low battery. In the manual setup, the operator will be notified of a low battery and will need to bring the WasteShark back to shore. In autonomous configuration, WasteShark's telemetry includes a "return to home" feature, which activates when the battery is low. At the same time, an alert will also be sent to the client's portal about the return of the WasteShark to its launch point and the need for recharging. We introduced WasteSharks in the fourth quarter of 2023. This will allow the WasteShark to determine when the payload basket is full and activate the "return to home" feature.

Supply Chain and Manufacturing

Sources and Availability of Product Components

The sources of the components for our ASVs are diverse. RanMarine makes use of suppliers globally for its component requirements. These components include, but are not limited to, computational firmware, Lidar for anti-collision on autonomous units, plugs and electronics, and third-party sensor probes. For instance, RanMarine makes use of Polish composite manufacturers for its hull production, whereas final assembly, finish and quality control are handled by in-house technicians at RanMarine's facility in the Netherlands. While the majority of these components are sourced through EU companies and countries, some components are sourced from China and, in some cases, India, for locally developed products.

Every electronic component we utilize can be sourced from multiple suppliers, and most electronic parts are able to be replaced with alternatives, should an original equipment manufacturer (OEM) source become unavailable. In the event of a critical shortage of a key, complex component (e.g., a robotics single-board computing platform), we are able to adapt our ASVs to operate with alternative components/platforms within a relatively short space of time. Those components that are fabricated specifically for our products are precisely articulated and referenced in CAD (Computer-aided Design) files which can be sent to any number of fabricators for reproduction, should a specific supplier become unavailable.

There is a relatively low risk associated with price volatility and availability for ongoing production of our ASVs, largely due to the ubiquitous nature of the components we utilize in our products, and the ease with which bespoke components can be fabricated by a variety of suppliers. To date, we have not encountered a supply chain issue which has resulted in significant production delays of our ASVs. This includes sensor equipment used on our ASVs. Lidars, GPS units, cameras, and water quality data sensors are

able to be sourced from a number of different global suppliers, and the integrated technology on our ASVs is not specifically restricted to component procurement from specific OEMs.

While the risks currently remain, RanMarine has been largely unaffected by the global supply chain issues to date. While some components have been harder to source or have longer lead times, at present the Company has managed to stay ahead and obtain the required components needed to deliver finished product. We do foresee some issues should the current geopolitical situation in Central Europe worsen; however, we remain in constant communication with all our suppliers to monitor lead times for components. We have factored in the growth of the business and volume-based orders and plan to hold greater stock levels for components that may be identified as having increasing or "at risk" lead times and delivery.

Manufacturing

RanMarine currently assembles and ships all products from our head office location in Rotterdam. As of September 2023 we have built and shipped 90 WasteShark units globally. We currently can produce approximately 200 ASVs per year out of our Rotterdam facility, with enhancements we are planning for the 4 th quarter we will be able to ramp up production of WasteSharks to over 500/year. We intend to start assembly operations in the U.S. in 2024 or 2025.

RanMarine is working on a strategy focused on outsourcing assembly tasks, especially as we scale and grow our global sales and distribution. We have a partnership with Poralu Marine for the distribution of our ASVs as further described in the "Distribution" section below.

RanMarine and Poralu Marine are also in partnership for potentially subcontracting the assembly of our ASVs to Rotax Marine, the manufacturing division of Poralu Marine. With its headquarters in France, Poralu Marine employs more than 150 employees worldwide and is represented in more than 30 countries. Poralu Marine has regional offices in Australia, Indonesia, Hong Kong, Canada, Italy, Mexico, and the United Arab Emirates. We have concluded a framework agreement with Poralu Marine which sets out our understanding about assembly and distribution arrangements.

Logistics

All of our customers are responsible for arranging their own shipment as we ship globally and, because our ASVs fall under the category "dangerous goods", shipment cost is more expensive. RanMarine arranges through Société Générale de Surveillance SA, a Swiss multinational company that specializes in the transport of dangerous goods (SGS), the Dangerous Goods Declaration in accordance with the International Air Transport Association (IATA) standards.

Customers and distributors can request that RanMarine arrange the shipment of their order; this is also carried out through SGS. Both customer and distributor are invoiced separately for this service. Shipments are mostly airfreight.

Warranty

RanMarine warrants new WasteSharks purchased from RanMarine or an authorized distributor will be free from defects in material and workmanship for two years from the date of purchase in the EU, and one year outside of the EU. Replacement parts used in warranty repairs will be warranted for the balance of the warranty period. During such period, RanMarine or any authorized distributor will, free of charge, repair or replace, at RanMarine's option, any part adjudged defective by RanMarine due to faulty workmanship or material from the manufacturing facility. Parts replaced due to normal wear or routine maintenance such as thruster propellers and basket waste guards are not covered by warranty. The warranty coverage is limited to a maximum of two thruster replacements during the warranty period. Charges for transporting the WasteShark to and from RanMarine or an authorized RanMarine distributor are excluded from warranty coverage. To date, our ASVs have been proven to be robust and maintenance friendly. We have only had to recognize €1,544 of warrant costs to date.

Research and Development

As a technology company, R&D is one of our key advantages for staying ahead of competition. We have allocated substantial funding to R&D over the last four years, much of it provided by investment from Dutch and European Union innovation grants.

While our core product, the WasteShark, is now complete and commercially available, R&D continues on new products and accessories in the Company's roadmap. Our technology is continually updated to stay ahead of trends, developments and new capabilities; our software is continuously refined and updated in batch releases quarterly.

While new funding is predominantly being focused on commercial growth, portions have been devoted to R&D and keeping the Company ahead of competition. We intend to continue to fund as much development through grant funding where possible, including access to new markets beyond EU funding such as grant funds in the U.S. and United Kingdom.

Intellectual Property

Patents

RanMarine relies on patents and design registrations to protect its intellectual property, and does not rely on any third party patent licenses. As of the date of this prospectus, RanMarine holds design registrations and has pending patents applications for vessel design and vessel docking technology, with a view to further patent applications for additional products as these progress through the design process.

As a matter of innovation and R&D, RanMarine routinely updates and registers new potential IP and patent applications. The Company will continue to do so with future projects, development and product releases.

Trademarks

RanMarine has registered the following trademarks for its current products.

Title	Jurisdiction	Registration No.
WASTESHARK	EUIPO	016772915
WASTESHARK	United States	5,927,045

WASTESHARK	WIPO	1378359
WASTESHARK	India	1378359
WASTESHARK	Australia	1378359
WASTESHARK	New Zealand	1378359
WASTESHARK	United Kingdom	UK00916772915
WASTESHARK	Japan	1378359
WASTESHARK	Singapore	1378359
POOLSHARK	BENELUX	1015362
SHARKPOD	BENELUX	1015361
CHEMSHARK	BENELUX	1015360
OILSHARK	EUIPO	018278161
OILSHARK	UK	UK00918278161
DATASHARK	EUIPO	018278162
DATASHARK	UK	UK00918278162
MEGASHARK	EUIPO	018746998
OMEGASHARK	EUIPO	Pending
SHARKPOD	EUIPO	018747001

The WasteShark operates under the trademark “WasteShark”, which is registered in the regions outlined above, under applicable intellectual property laws.

This prospectus contains references to our trademarks and service marks and to those belonging to other entities. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the ® or TM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent possible under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies’ trade names, trademarks or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies. In total RanMarine has sixteen (16) trademarks registered worldwide.

RanMarine intends to apply for additional trademarks for its future products.

Market Overview

The global costs of marine pollution are estimated to be from $6 to $19 billion every year. Cities and government agencies, in particular, need to find ever greater levels of efficiency in their efforts to deal with this problem, as our growing population is not only polluting the planet at unsustainable rates, but it is also urbanizing rapidly. In 2016, the world’s human population was approximately 7.2 billion, 55% urbanized. By 2050, the world’s human population is expected to reach approximately 10 billion, 75-80% urbanized. Every year approximately 11 million tons of plastic reach our oceans (and more still in rivers and streams) plus an estimated 4 million metric tons of oil.

This is not only a threat to the biosphere – it threatens economic activity and social cohesion as well.

- In the last 50 years, the human population has more than doubled (approximately 108% increase) while the world’s population of vertebrate animals has more than halved (approximately 58% decrease), and there are 700 animal species under immediate extinction threat due to water pollution.
- Approximately three billion people rely on seafood as their primary source of protein.

Unclean water contributes to the death of more people every year than all war and violence. According to a 2021 Gallup survey, water pollution is listed as the top environmental concern for Americans, outpacing all other environmental threats. Further demonstrating the far-reaching consequences of unclean water, the World Bank states that “the world faces an invisible crisis of water quality that is eliminating one-third of potential economic growth in heavily polluted areas and threatening human and environmental well-being”. To prevent or slow these damaging effects and foster a healthier environment, nations and government agencies have announced their proposals to invest in clean water infrastructure.

Water pollution has been at the forefront of public thought for several years. Typically, water pollution has been monitored by aerial imagery and satellite images. Recently, marine drones have gained public interest due to improved drone technology, the increase in awareness and knowledge of microplastics, and the increase in open discussions about government and international policies on climate change and pollution.

From a strictly commercial perspective, using drones to combat water pollution offers several distinct advantages over other existing methods:

1. Drones can enter environments and endure weather conditions that are too uncomfortable for humans or impossible for humans to endure.

2. Drones do not fatigue. They can operate continuously (save for battery recharge and essential maintenance) and at consistent levels of performance, which guarantees productivity throughout a shift.

3. Drones do not care about status and will not balk at “menial” work.

4. Drones, when battery-powered like our WasteShark, are greener than existing methods. Currently, almost all other methods of waste collection (e.g., diesel-powered vessels) burn fossil fuels to operate.

5. Drones, when equipped with collision avoidance like our WasteShark, can operate beside other commercial maritime operations, whereas other methods require bodies of water to be closed-off, which interrupts business and disrupts economic activity.

6. Drones, when autonomous like our WasteShark, require a greatly reduced operational budget versus other methods.

All of these advantages result in significantly reduced costs and higher levels of productivity than other methods of combating water pollution.

Worldwide, water health management has gained immense traction. Some headlining data include:

- The economic cost of marine pollution is very high. In 2019, Deloitte Touche Tohmatsu Limited estimated that the impact on tourism, fisheries and aquaculture was at least $6-19 billion globally in 2018. It is projected that by 2040, there will be “$100 billion in annual risk for businesses, if governments require them to cover waste management costs”.

- In 2019, the Our Ocean Conference, hosted by Norway, generated pledges worth $64 billion to protect the world's oceans. Specific commitments focus on marine pollution, sustainable fisheries, and marine security, all of which our ASVs support by removing harmful debris and collecting environmental data.

- In 2020, the European Union reserved a budget of €6.1 billion for the period 2021-2027 for the European Maritime, Fisheries & Aquaculture Fund (EMFAF), which took effect in July 2021. The purpose of EMFAF is to provide financial support to innovative projects that protect and sustainably use the oceans and their resources. The EU is committed to supporting the blue (marine) economy with circular economy systems and technology which, it expects, will generate 700,000 new jobs and reduce carbon emissions by 43% by 2030. Our ASVs address these three emerging EU policy goals at once.

- In 2021, the global water and wastewater treatment market was valued at approximately $282 billion, rising to approximately $302 billion in 2022. This market is projected to grow to $489 billion in 2029, a compound annual growth rate of 7.1%. Over 40% of the world's population live in areas denoted as under "critical water stress", which makes effective and low-cost water health management a critical concern for the world's governments.

- In June 2022, the European Union allocated in its 2023 budget €708 million to LIFE, the only European program dedicated exclusively to environmental concerns and climate action. LIFE's total budget for the period 2021-2027 is €5.45 billion.

United States Market

With the proceeds of this offering, we intend to focus specifically on the U.S. market in the near term.

U.S. Market: Water Pollution

According to the U.S. Environmental Protection Agency ("EPA"), harmful algal blooms (HABs) "are a major environmental problem in all 50 states" Certain government actions demonstrate the United States' commitment to improving the country's waters. In 2009, President Barack Obama signed Executive Order 13508, which focuses on the protection and restoration of the Chesapeake Bay, one of the United States' most important estuaries. The Executive Order noted that water pollution in the Chesapeake Bay prevents the attainment of existing state water quality standards and the "fishable and swimmable" goals of the Clean Water Act. The EPA leads the federal efforts to protect the Chesapeake Bay. On November 15, 2021, President Biden signed the Bipartisan Infrastructure Law, which included a $50 billion investment to the EPA to strengthen the nation's drinking water and wastewater systems.

U.S. Market: Tourism and Real Estate

Data from the EPA shows that the United States tourism market loses close to $1 billion each year due to bodies of water that have been affected by nutrient pollution and harmful algal blooms. The real estate market is also adversely affected by polluted water. Waterfront property values can decline because of polluted water and the odor caused by algal blooms. According to the EPA, clean water can raise the value of waterfront properties by 25%.

U.S. Market: Commercial Fishing and Drinking Water

Algal blooms can kill fish and contaminate shellfish, thereby harming the fishing and shellfish industries. In the United States, annual losses to these industries from nutrient pollution are estimated to be in the tens of millions of dollars.

Algal blooms and nitrates can drastically increase water treatment costs in drinking water sources. For example, nitrate-removal systems in Minnesota caused supply costs to rise from 5-10 cents per 1000 gallons to over $4.00 per 1000 gallons.

Competition

RanMarine's competitors are new ASV companies developing similar technology and companies from adjacent cleaning technologies (non-ASV) that are currently state-of-the-art and are in the market.

RanMarine's WasteShark was the first commercially available water-cleaning ASV of this type. Subsequent to launching the first commercial units, our ongoing R&D efforts have created a product which specifically improves the end-user experience and utility of our solutions. Our R&D is protected with design patents, including trash basket design features and protective shrouds that prevent fouling of ASV thrusters (motors). As an organization, we believe that our time in this market, and the extent of our real-world learnings and customer experience gives us a significant advantage in this market.

We believe the market is ripe for our products because today's solutions to remove floating debris from water fall short. The current ASVs in distribution have several shortcomings, including but not limited to:

- Single purpose usage, either cleaning or monitoring water, but not both
- Producing carbon emissions and contributing to a different environmental problem (climate change)
- Require paid labor which increases safety risks
- Too large, making them less accessible to trash chokeholds
- Too expensive in both capital outlay and running costs
- Not commercially available at scale
- Lack real-time mobile communication
- Inability to collect enough debris to make the product commercially viable

Other manufacturers have followed us into the market and we expect additional competitors to enter this market within the next several years. For example, Geneseas by Recyclamer Innovation is in its pilot stage and the Clearbot by Razer entered the market in 2023. As new technology enters the market, we expect that we will experience significant competition. With respect to the WasteShark, we also face strong competition from established manufacturers, such as the IADYS JellyFishBot and the Orca-Tech Smurf.

Top Four Waste Clearing ASV Alternatives in RanMarine's Markets

Name	Type	Fuel	Stage
Clean Earth Rovers	ASV + basket	Battery	Startup / Prototype
Geneseas	ASV + basket	Battery	Startup / MVP / in market
ClearBot	ASV + conveyor	Battery	Startup / MVP / in market
Orca	ASV + conveyor	Battery	Startup / Commercial

Top Four Adjacent Maritime Waste Clearing Alternatives in RanMarine's Markets

Name	Type	Fuel	Stage
"Pelican" Boats (various)	Mid-size catamaran utility boat	Fossil	Commercial
SeaBin & Collec'Thor	Fixed position collection	Electricity mains supply (24-hours)	Commercial
Skimmer vessels	Large catamaran + conveyor	Fossil	Commercial
Water Witch	Midsize catamaran + collection basket	Fossil	Commercial

We believe some of the primary competitive factors in our market are:

- technological innovation;
- product quality and safety;
- service options;
- product performance;
- design and styling;
- brand perception;
- product price; and
- manufacturing efficiency.

Some of our current and potential competitors may have greater financial, technical, manufacturing, marketing and other resources than we do and may be able to devote greater resources to the design, development, manufacturing, distribution, promotion, sale and support of their products. While we are currently ahead and have focused on waste removal specifically, investment in commercial growth and market share is essential.

In addition, many of these companies have longer operating histories and greater name recognition than we do, although they have only recently started to enter the ASV market. Our competitors may be in a stronger position to respond quickly to new technologies and may be able to design, develop, market and sell their products more effectively. We believe RanMarine has a strong advantage of having developed vessels from the ground up as electrically powered and delivered; we see that some companies who have been building traditional waste-clearing vessels have struggled to reverse engineer their platforms to solely electrically powered versions.

We expect competition in our industry to intensify in the future in light of increased demand for climate change solutions and clean water. Our ability to successfully compete in our industry will be fundamental to our future success. We might not be able to compete successfully in our market. If our competitors introduce new products that compete with or surpass the quality, price or performance of our ASVs or services, we may be unable to satisfy existing customers or attract new customers at the prices and levels that would allow us to generate attractive rates of return on our investment. Increased competition could result in price reductions and revenue shortfalls, loss of customers and loss of market share, which could harm our business, prospects, financial condition and operating results.

Sales and Marketing

The Company has identified the following market sectors for sales activities:

- **Cities and Government** - includes public agencies at both national and local/municipal levels, as well as Smart City programs and other publicly-funded initiatives.

- **Commercial Property** - includes high-end waterfront property, residential developments, leisure and theme parks, golf courses, and any other private property built on or around water.

- **Ports, Harbors and Marinas** - includes commercial ports (handling large container ships), local harbors (handling smaller commercial craft, such as fishing boats), and marinas housing private leisure craft.

- **Third-party Service Providers** - includes NGOs, waste management companies and other organizations performing services that would otherwise be done by the owners or managers in the segments described above.

- **Sponsorships** - includes larger organizations who can act as a sponsor by donating our ASV to parties mentioned above on a permanent or temporary basis.

Typical buyer personnel for these verticals are a combination of sustainability managers, innovation offices, water authority procurement office (waste management), facilities managers, operations directors, and general managers.

We typically attend trade shows with a maritime, municipal/waste management and drone technology focus. Recent trade shows attended by RanMarine include CES 2022 (U.S.), METS Maritime (the Netherlands), Hannover Messe (Germany), Green Boat Show (UK), and Pollutec (France). With a focus on U.S. growth, RanMarine will be increasing its trade show presence to North America hence the attendance at trade shows like CES, Natural Disasters Expo 2023, and the Miami International Boat show amongst others.

We have been selling to customers around the world from inception. Historically, our customers are exclusively purchasing ASV products from us; however, we have introduced leasing options that we rolled out in the second quarter of 2023. Our software product is sold under a SaaS (software as a service) recurring subscription model. No single customer accounted for more than 10% of our revenues during our 2021 fiscal year. In 2022, 57% of our sales and 21% of our total gross margin were on sales through our main distributor partner Poralu Marine. In 2023, we expect sales to Poralu Marine will constitute 21% of sales and 14% of our total gross margin. To date we have sold WasteShark ASVs into almost every regional or cultural bloc in the world, including:

- North America (the U.S. and Canada)
- Latin America (Panama)
- Western Europe (UK, Ireland, Netherlands)
- Eastern Europe (Romania)
- Scandinavia (Denmark)
- Western Africa (Nigeria)
- Southern Africa (South Africa)
- The Middle East (United Arab Emirates, Lebanon)
- South Asia (India)
- Southeast Asia (Singapore)
- North Asia (South Korea)
- Oceania (Australia)

Our customers to date include:

- The World Wide Fund for Nature (WWF, previously the World Wildlife Fund)
- Disney World, Florida
- Universal Studios, Florida
- The Port of Houston, Texas
- Hudson River Trust, New York
- The Port of Halifax, Canada
- The Port of Toronto, Canada
- Plymouth Council, United Kingdom
- City of Dordrecht, Netherlands
- City of Aarhus, Denmark
- City of Cape Coral, Florida
- Ministry of the Environment (Ministerio Ambiente), Panama

Despite limited spending on marketing and sales, we have also enjoyed global recognition as innovators and thought leaders, including:

- *CES Innovation Award*, Las Vegas 2022 (winner, Outstanding Design & Engineering in Consumer Electronics)

- *Zayed Sustainability Prize*, Abu Dhabi 2020 (runner-up)

- Profiled by the Harvard Business Review, Fortune magazine, the BBC and CNN

- TEDx presentation, Cape Town, South Africa, December 2017 by Richard Hardiman, "*The Accidental Environmentalist*"

- Chief Executive Officer ("CEO") and Founder Richard Hardiman awarded the AACSB International Honoree award for impact in Sustainability and Corporate Social Responsibility (CSR) leadership

RanMarine products are seen as innovative and cutting-edge technologies rather than ubiquitous tools with established markets. Due to this, our customers require "hand holding" to get deals across the line. We have established that onsite demonstrations, tradeshows and testimonials are a clear path to new sales opportunities once a lead has been acquired. Pandemic lockdowns and restricted travel of the past two years have hindered our ability to be present in front of customers, but we have seen that since travel has opened up, our sales leads and pipeline have grown.

Historically, sales have been focused on government agencies wanting to clean, or shown to be cleaning government-maintained water spaces (canals, rivers, lakes etc.) along with sponsored NGO purchases targeting plastic cleanup. In the past 24 months we have seen a shift towards commercial entities (hotels, theme parks, pond owners, housing associations) wanting to purchase products to maintain their water spaces. Typically, commercial customers are looking to save on labor or running costs and are viewing our products through this lens.

Sales and Marketing Plan

Sales Channels

Our sales are realized through direct and indirect (distributors) sales.*Direct Sales:* Historically, most of our direct sales were generated from leads provided through our website at *www.ranmarine.io*. After a potential customer reaches out to us initially via the website, we contact them and talk through the problem(s) they are trying to solve. We then discuss the WasteShark and its capabilities and provide information on purchase and leasing options. After we have a clear understanding of customer requirements, and we believe that there is a good fit with our WasteShark's capabilities, we will issue a written quotation which is valid for 30 calendar days. Upon receipt of a uniquely indexed customer purchase order, RanMarine will send the customer an invoice for the full retail price of the product(s) to be supplied. The manufacturing process for products to be delivered does not begin until RanMarine has received full payment from the customer. While RanMarine personnel liaise with shipping agents on behalf of the customer for product delivery, the customer is liable for payment of freight and packing materials. Historically, typical lead-time from receipt of payment to shipping was six weeks; however, as we have ramped up production, the lead time has declined significantly.

RanMarine has made the strategic decision to build a direct sales force that will focus on initiating sales discussions with potential customers. The focus of the direct sales team, at least initially, will be Europe as well as the U.S. and will co-exist with our distribution partners in those markets. In 2022 we hired a sales director, based in Europe, to begin setting up this organization and refining our go-to-market strategy. In 2023 we began building the U.S. based direct sales team. With the proceeds expected from the IPO we will significantly grow our direct sales force in 2024 and anticipate continued significant growth in 2025.

Indirect Sales. Our distribution channels include a network of private-label distributors and regional distributors.

Private-label Distribution. Poralu Marine, under its "Searial Cleaners" brand, sells marine waste cleaning ASVs and solutions into their 42 distributorships around the world. Pursuant to an agreement entered into with Rotax Marine, a subsidiary of Nova Nautic SAS operating under the brand name Poralu Marine, or Poralu Marine, in April 2021, or the Poralu Marine Agreement, Poralu Marine sells our WasteShark ASV as the "Pixie Drone" under its Searial-Cleaners brand. The agreement places no restrictions on pricing. For more details about the Poralu Marine Agreement, see the section "*Material Agreements*". Poralu acts as a master distributor for RanMarine products in territories ranging from, but not limited to, Monaco, Israel, Greece, Canada, Turkey and the U.S.

Regional Distributors. We also partner with direct distributors in the U.S., South Korea, India, Israel, Italy and Australia through our standard non-exclusive distributor agreement. These companies promote, publicize and market our ASVs and related services in their territories. We see significant opportunities to expand our network of distribution partners around the world. We are establishing a Distributor Management organization to help support existing distributors as well as seek out qualified new distributors in key markets where we are currently under represented.

Through our distribution partners we are currently selling our ASVs in the following markets:

Distributor	Territories
AS Renergie Inc.	Turkey
Ashdod-Yam Ltd Marine Equipment Services	Israel
Berky GmbH	Germany / Malaysia / Thailand
Deep Supplies Pty Ltd	Australia
PROBOTEK PC	Greece
Surge Systems India Pvt. Ltd	India

G&C Marine Group LLC	USA
Poralu Marine / Nova Nautic SAS	Global Reseller
Agri Ledger	USA / Canada / Sub-Saharan Africa

Sales Regions

Now that we have a proven technology, many marquis customers, a rapidly growing product line and new financing options, we plan to aggressively expand our direct sales force in Europe and the U.S. to pro-actively approach new customers and to aggressively expand our distributor network in new countries/markets.

Until early 2022, our sales had been reliant on web-based inquiries and limited direct sales efforts through the sales team based at our Rotterdam offices. Our broader direct sales strategy is to focus now on Europe as well as continuing to expand our presence in the U.S. during the course of 2023. Inbound inquiries from territories outside of these markets will be dealt with on a case-by-case basis. In regions outside of the EU and U.S. we allow our distributors to develop sales with RanMarine handling supply of product

We hired a sales director in 2022 to lead the expansion of our direct sales effort. His focus has been on learning our products and the business as well as developing an understanding of the local and international markets. Our focus now has been on identifying specific market sectors and formulating an approach strategy and by doing so give the sales efforts strong focus and direction. In the near future, we expect to develop and refine our go-to-market communication strategy as well.

These initial efforts have resulted in a suitable sales pipeline. Due to our products all being OEM (original equipment manufacturer) and unique in their design and implementation, the effect this has on the sales cycle is a prolonged duration from initial lead contact to closing a deal, emphasizing the importance of establishing a robust sales pipeline. Customers are placing orders for our new products prior to their market readiness, which we believe indicates strong future demand for our products.

In early 2023 we started to build a direct sales force in the U.S. While we see opportunities all over the U.S., based on existing customers as well as inquiries through our website, we believe the bulk of initial volumes will come from the Southern Tier of States (North Carolina, Florida, Texas, Arizona and California). Our current intent is to have direct sales and support people in multiple locations throughout the U.S. to better support the growth of existing clients and aggressively source new clients. We also intend to continue to expand our distributor network in the U.S. in a disciplined way. We expect significant growth in ASV sales in the U.S. in 2024 and beyond due to the combination of significantly expanded sales teams (both direct RanMarine sales employees as well as distributor partners), significant expansion of our product line, new financing and trial options and the availability of a significant number of demonstration units to better show potential customers the benefits our products offer to their specific situation.

We currently intend to begin assembly operations in the U.S. in 2024 or 2025 either through a third party or directly managed by us. The general location of this assembly operations will be determined based on our best view of North American volumes for the period beginning 2024 through 2027. North American sales would include direct and distributor sales for the U.S., Canada and Mexico.

Product Offering

Direct Sales and Leasing

Most of our sales so far have been unit sales. Although we see sufficient potential to expand those sales, we plan also to offer other purchase options to our customers. Feedback has also shown that many commercial entities and some government agencies have preferred to look at operational budgets to acquire our products rather than use capital budgets: consequently, we have developed a leasing model to service this preference. Leasing and Subscription options were introduced in 2023 and are currently offered directly by the Company and only through in-house sales teams to customers located in Europe and North America.

Software as a service

Software as a service (SaaS) was introduced in the third quarter of 2021, with first recurring invoices being collected in the third quarter of 2022. RanMarine has developed the "RanMarine Connect" (RM Connect) customer portal, which is a web-browser based interface allowing for:

- ASV management (e.g. system health/status parameters, ASV location & operation monitoring)
- ASV device control (e.g. creating autonomous routes, defining operating parameters: operating location, as well as "home" location for return-to-home functions)
- Access to operating & environmental data collected by ASVs (e.g. frequency of usage, battery usage, mileage undertaken, water quality sensor data, bathymetric data)

Since the first quarter of 2022, all RanMarine ASV products require subscription to RanMarine Connect, which improves the ability to forecast revenues based on the volume of units sold.

Building Recurring Revenue Streams

We have historically driven the bulk of our revenues through product sales. We are working to build up multiple recurring revenue streams over time to complement our product sales. The first was our Ran Marine Connect product where there is an annual fee charged. In 2023, we rolled out several leasing options for up to three years, as well as a sponsorship model that would provide monthly revenues over time. We are also exploring a subscription or rental model where a customer could rent an ASV for a monthly fee as long as they want, subject to a minimum term.

Historically, our ASVs have not been field upgradable. We plan to be able to offer some level of field upgrades on new WasteSharks in 2024. This would potentially allow the upgrading of a manual WasteShark to an autonomous one or adding one or more new data sensors. The intent is to be able to mine incremental revenues over time from our installed base of ASVs.

We also believe there is an opportunity to establish a direct services business where we operate our ASVs to help clients deal with Algae/Biomass or floating trash issues in bodies of water either too small to warrant the purchase of an ASV or that the client does not have the desire to operate the ASV themselves. We intend to test this concept in 2024.

Environmental and Social Governance Reporting (ESG)

Our technology and products have a positive impact on the environment. We are currently developing with PWC a standard set of ESG reporting elements for each type of ASV. Via the RanMarine Connect portal we can provide our customers with data and reports that can be included in their ESG reporting. See "Environmental and Social Governance Impact" for additional details.

Sponsorship

To further expand our sales we have developed a sponsorship concept whereby a sponsor either leases or purchases our ASVs for the end user of the sponsored products or merely buys sponsorship and branding rights for one or more ASVs for a defined period. Final users can be an organization that maintains a water environment or organizes a water and/or sail event (like Volvo Ocean Sail Race). Our sponsorship concept aims to benefit all interested parties, the sponsor, RanMarine and the final user of our products.

The environmental agencies and NGOs are being provided a new and effective means to capture waste. In order for the concept to work effectively we are engaging with environmental agencies and NGO's and other interested entities such as ports and marinas as well as sail events. To date, the interest from environmental agencies has been significant – we have the interested recipient locations, we only now need to find sponsors, which will grow with time.

The sponsors not only get to fund an environmental project placement but gain valuable monthly data insights (via RanMarine Connect) which they can include in their annual ESG reports. In summary the value proposition to sponsors is:

- Unique and meaning environmental project participation.
- Visual awareness through the branded WasteShark unit.
- Monthly data insight reports, noting WasteShark efficacy and yield information.
- Effective and quantifiable CSR and ESG fund placement.
- Flexible options to suite sponsor requirements (locations, duration & sectors).
- Positive, measurable and impactful public relationships communication.

In the first quarter of 2023, we launched our first sponsor with Aqua Libra (BritVic LON: BVIC) sponsoring a WasteShark ASV to clean the waters at Canary Wharf in London, England. We have other inquires now pending as well. We believe this will give us tremendous opportunities to place our products into environments where they are being utilized, while creating income for the Company.

Grants and Subsidies

Grants

Access to grant funding has accelerated RanMarine's technology development. In addition to the funds, the grants enable us to extend our network, get access to scientific resources and test facilities, providing a real-world testing environment for our technology. Further the grants process requires us to define, monitor and manage our R&D projects. Through product demonstration we can promote ourselves commercially and build relationships with potential customer and other stakeholders.

Due to the innovative and good cause aspects of our technology, we have been able to obtain significant grants. The following table shows all grants the Company intends to apply for, has applied for, been granted or are pending.

Name	Status	<2019	2020	2021	2022	Total
Dutch Good Growth Fund	Granted	€ 307,510	€ -	€ -	€ -	€ 307,510
EU Horizon 2020	Granted	€ 50,000	€ -	€ -	€ -	€ 50,000
Partners for Water	Granted	€ 54,026	€ -	€ -	€ -	€ 54,026
EU Digital Cities	Granted	€ 398,737	€ -	€ -	€ -	€ 398,737
EIC Green Deal	Granted	€ -	€ 1,542,035	€ -	€ -	€ 1,542,035
RIMA	Granted	€ -	€ 25,000	€ -	€ -	€ 25,000
MIT (Dutch Regional Fund) feasibility	Granted	€ -	€ -	€ 20,000	€ -	€ 20,000
MIT (Dutch Regional Fund) feasibility	Granted	€ -	€ -	€ -	€ 20,000	€ 20,000
DHI (Dutch Regional Fund)	Granted	€ -	€ -	€ -	€ 48,780	€ 48,780
Waddenzee fonds	Granted	€ -	€ -	€ -	€ 156,000	€ 156,000
Circulaire ketenprojecten	Granted	€ -	€ -	€ -	€ 16,925	€ 16,925
Eurostars (submit in April)	Applied	€ -	€ -	€ -	€ -	€ -
Partners for Water	To be applied	€ -	€ -	€ -	€ -	€ -
Life grant	To be applied	€ -	€ -	€ -	€ -	€ -
		810,273	**1,567,035**	**20,000**	**241,705**	**2,639,013**

R&D of new technologies and products is a core element of our strategy and qualifies us to the many available funds, including access to new markets beyond EU funding such as grant funds in the U.S. and United Kingdom.

Subsidies

A very important R&D subsidy in the Netherlands is the WBSO (Wet Bevordering Speur-en Ontwikkelingswerk). With the WBSO, the government encourages entrepreneurs to innovate. The subsidy is a wage tax compensation for identified R&D activities. Over the last 3 years RanMarine has received on average €135,000 of WBSO subsidies. This annual subsidy is expected to continue over the next 3 years.

The Dutch government has implemented the Emergency Bridging Measure for Job Opportunities (NOW) wage subsidy as emergency funding for all companies. RanMarine was rewarded €121,357 from the outbreak of the COVID-19 pandemic in 2020 until April 2022.

Information Communication & Technology Risk Management

RanMarine relies on the software and information and communication technology services (ICT) supplied by a number of third party vendors:

- Google productivity application suite (e.g. Google office automation, email, data analytics)
- Amazon Web Services hosting technologies
- Atlassian project and product management software tools
- Bamboo HR (Human Resources application)
- Microsoft Business Central accounting system
- Microsoft Office desktop applications
- LastPass Authentication Management
- Microsoft and Linux Operating System software
- HSUARNET Virtual Private Network services
- Balena software and deployment management
- Programming software: ROS, C++, Python, Django, Angular, React, PostgreSQL

RanMarine enforces internal 2-factor authentication, password complexity standards and password renewal policies for cloud hosted applications and office productivity software tools. We ensure a separation of duties for staff responsible for software account management and those staff involved with programming or software configuration

access functions. RanMarine utilizes secure password services to protect application and system passwords, provided by a third-party vendor.

A security breach within third-party based software applications would present a risk to our ability to continue business operations, and to the personal data of our employees. Business interruption as a result of a security breach at a third-party supplier is mitigated by data backup procedures. Company files and electronic assets (including emails) are stored on cloud-based platforms with backup procedures in place.

The software we develop as a company is access controlled, and customer authentication information is stored in an encrypted form. The software developed within RanMarine is subject to daily backup procedures, and source code material is access controlled and stored in encrypted format.

Customer information stored at RanMarine is limited to name, email, telephone and email address contact data. RanMarine does not store financial banking information or other sensitive personal information of customers. The customer data contained within RanMarine's software systems is not of a personal nature, and relates to the operation of the products we sell (ASVs) and information recorded by sensors contained in those products whilst they are in use. Product data that is stored within our systems is subject to daily backups. Data interchange between RanMarine's cloud-based applications and ASV software systems is encrypted and secured using a virtual private network service.

In terms of product supply chain logistics specifically, RanMarine is not currently reliant on a system of automated planning, ordering and processing. Human-triggered interaction is required to interact with vendors across the RanMarine supply chain process. All components within our products have alternative vendors, as RanMarine does not buy directly from original equipment manufacturers (OEMs) at this stage. The implication is that a security breach at a parts/BOM supplier would be mitigated by the existence of an alternative supplier for that system or component.

Government Regulation

RanMarine aims to follow and adhere to all applicable government oversight and regulation. While current legislative and regulatory requirements are not defined globally, each territory and waterspace is assessed independently to enable adherence to local regulation requirements. RanMarine adheres to the Lloyd's Register of Autonomy definitions and classes our ASVs under Levels 1 through to 3 at this stage. Lloyd's Register is a global professional services company specializing in engineering and technology for the maritime industry, provides a unifying classification system for autonomously or remotely (cyber) controlled ships:

- **Level 0**: No cyber access – no assessment – no descriptive note – included for information only.
- **Level 1**: Manual cyber access – no assessment – no descriptive note – included for information only.
- **Level 2**: Cyber access for autonomous/remote monitoring.
- **Level 3**: Cyber access for autonomous/remote monitoring and control (onboard permission is required, onboard override is possible).
- **Level 4**: Cyber access for autonomous/remote monitoring and control (onboard permission is not required, onboard override is possible).
- **Level 5**: Cyber access for autonomous/remote monitoring and control (onboard permission is not required, onboard override is not possible).

Due to its size, the WasteShark is not always governed by these attributes; however, the autonomy classes help the Company to guide and define future development. In practicality, the authority over the customers' waterspace has the final say about permission to operate; permission has rarely been denied, unless the waterspace has a sensitive government or commercial nature.

While automotive and aerial autonomous vehicles and craft are established and continue to be developed in many regions, regulations for smaller surface and marine vessels (e.g., RanMarine's current WasteShark) are not maturely developed. With a predominantly public market at this stage, RanMarine relies on the water authority purchasing the equipment to authorize permission and safety regulations governing the use of our products in its waters. Typically, this is a local harbor or port authority, or federal or state public official or agent. Private and commercial clients are able to use the vessels in their waters without such regulatory oversight.

Instances of local authority sign-off can be found with RanMarine customers such as Port of Houston, Texas, Port of Aarhus, Denmark, Waterways Ireland, Ireland and the City of Cape Coral, Florida.

Our WasteShark, MegaShark and SharkPod are less than seven meters in length and, therefore, are not considered vessels and fall outside the maritime definition. However, these regulations (where they exist) are in their infancy and may change. To that end, RanMarine remains in constant contact with its Marine Autonomy network to make sure that developing regulations are known but also guided, where possible, by our active input.

RanMarine follows the Comité Maritime International, which is establishing an International Working Group on Maritime Law in order to regulate and standardize accepted practice and regulation around ASV operation and safety. In the interim, Maritime UK has also published a code of practice for ASV and maritime working vessels for ASVs below 24 meters in length, which is also used as our current standard.

Environmental and Social Governance Impact

We believe our technologies and products have a positive contribution to the environment as they:

- Collect plastic trash from freshwater areas and marine areas (lakes, canals, rivers, dams, ports, harbors and marinas)
- Collect harmful and unwanted biomass from water (harmful algal blooms, unwanted and prolific water-based plants that choke rivers and impact water quality (e.g., water hyacinth, eelgrass, sargassum)
- Collect water quality and environmental data, which can be viewed in real-time or stored for later analysis
- Are electrically powered, with the implication that it releases no harmful greenhouse gasses during operation (batteries can be re-charged with green energy sources)
- Can be operated and used by unskilled personnel with no demand for a specific level of education
- Can be used in areas that may be hazardous or which present a risk of harm to human health (e.g., diseased water from presence of harmful algae, water with dangerous wildlife, water polluted with chemical or oil-based contaminants)

The UN's Sustainable Development Goals:

1) Goal 14: Conserve and sustainably use the oceans, seas and marine resources

- the WasteShark removes floating man-made pollution from the ocean in ports, harbors, marinas and coastal waters near the ocean, before this reaches the ocean
- the WasteShark can remove ocean-bound waste and man-made pollution from rivers and water bodies that result in debris run-off into the ocean
- the WasteShark can remove oil, solvents and other floating man-made chemical substances from the surface of water
- the WasteShark can collect water quality data which allows for improved awareness of the water quality in marine environments
- the WasteShark can collect other environmental data (e.g., pictures of marine assets) for improved awareness and monitoring of critical environmental health indicators (e.g., silt build-up, images of flora and fauna)
- data that a WasteShark collects can be viewed in real-time, and historical data can be used for further deep analysis (trends and correlations)
- data provides a foundation for pragmatic trend analysis (e.g. impact of pollution removal on water quality over time)
- data also provides a foundation for analysis of debris types and sources of unwanted pollution, adding insight to enable proactive management water bodies and marine areas

2) Goal 13: Take urgent action to combat climate change and its impacts

- the WasteShark is an electrically powered cleaning vessel and emits no harmful greenhouse gasses during operation
- plastic waste collected can be recycled, which has a significantly lower carbon impact than virgin plastic product processes
- unwanted biomass (macro and micro-algae) can be collected and support biomass-based carbon sequestration activities (e.g., bioplastic and biofuel production)

3) Goal 12: Ensure sustainable consumption and production patterns

- collected debris can be repurposed into building materials in a sustainable manner (relevant for both collected plastic debris as well as unwanted biomass), creating a sustainable commercial lifecycle with economic benefit to communities
- water quality is improved as a result of removing pollution from waterways (land-based as well as marine)
- impacts of economic activity on water quality can be monitored, and collected data used to provide additional insight into water (and economic activity) management practices and policies (e.g., nitrogen levels in water)
- material collected as unwanted water-based biomass can be used for fertilizers, feedstock for industrial and pharmaceutical products

4) Goal 10: Reduce inequality within and among countries

- as a waste collection vehicle, the WasteShark provides an opportunity for the creation of new jobs and commercial ecosystems in developing world economies specifically
- removal of unwanted biomass and waste from water creates job opportunities within the waste management and recycling sectors
- improvement in water quality will enhance the lives of those living near water, or who are dependent on healthy marine ecosystems for survival (e.g., tourism, fishing industries)

5) Goal 9: Build resilient infrastructure, promote sustainable industrialization and foster innovation

- recycling and repurposing of collected waste from marine and aquatic environments provides new avenues for industry and feedstock into existing industries
- a WasteShark is a tool for empowering developing nation participants to improve water quality and generate commercial value at the same time

6) Goal 6: Ensure access to water and sanitation for all

- removal of debris from lakes, rivers and other freshwater areas will improve water quality over time (this is relevant to both man-made materials as well as unwanted harmful micro- and macro-algae)
- as a mobile platform for sensors, the WasteShark offers the opportunity to collect data in a flexible and agile manner to inform water quality monitoring and decision-making

7) Goal 3: Ensure healthy lives and promote well-being for all at all ages

- by removing water-based pollution, the WasteShark is a tool for improving the quality of drinking water and swimming water (particularly relevant to the removal of harmful algae)
- collection of water-based environmental data provides for the opportunity to monitor and proactively intervene in water quality management processes
- the WasteShark can clean areas that may present a risk to human health and wellbeing, so that operator wellbeing is protected

Employees

As of September 30, 2023, we employed a total of 32 employees in our principal executive offices in Rotterdam, the Netherlands, with a functional break-down as follows:

Function	No. of Personnel
Executive Team	6
Software and Robotics	6
Product Engineering & Technicians	8
Sales and Marketing	7
Customer Experience	2
Finance & Administration	1

RanMarine is a member of the Workers Council "Klein Metaal", which is an industry bargaining council body in the Netherlands. Membership in this bargaining council is required by law, owing to the nature of our activity (manufacture of maritime ASVs). The bargaining council membership allows us to participate in wage negotiations and other key terms of agreement between employers and employees governed under the bargaining council.

Legal Proceedings

We are not involved in, or aware of, any legal or administrative proceedings contemplated or threatened by any governmental authority or any other party. As of the date of this prospectus, no director, officer or affiliate is a party adverse to us in any legal proceeding or has an adverse interest to us in any legal proceeding.

DIRECTORS AND EXECUTIVE OFFICERS

Directors and Executive Officers

The following table sets forth the names and ages of all of our directors and executive officers as of the date of this prospectus.

Name	Age	Position	Director/Officer Since
Richard Hardiman	46	Chief Executive Officer, Executive Director	2016
Anton Hemelaar	50	Chief Financial Officer, Executive Director	2022
Bart de Vries	52	Chief Operating Officer	2023
Esther Lokhorst	56	Chief Customer Officer	2017
Alistair Longman	50	Chief Product Officer	2021
Darren Kirby	51	Sales Director	2022
Michael Foss	66	Chairman of the Board of Directors	2023
Deborah Waters	55	Non-Executive Director	-
Samuel Howe	68	Non-Executive Director	

The following summarizes the occupation and business experience during the past five years or more for our directors and executive officers as of the date of this prospectus.

Richard Hardiman, Chief Executive Officer and Executive Director

Richard Hardiman is our Chief Executive Officer and an executive director of RanMarine. He was appointed as our full-time Chief Executive Officer in July 2020. From April 2016 to the present day, Mr. Hardiman has been responsible for the delivery of product development and growth strategy for our business. In addition, Mr. Hardiman has been responsible for raising equity finance for our Company's growth. His current duties include delivering shareholder value, company growth strategy, and providing development plans to ensure greater growth in the marketplace. Mr. Hardiman attended the Graduate School of Business at the University of Cape Town, South Africa.

Anton Hemelaar, Chief Financial Officer and Executive Director

Anton Hemelaar is our Chief Financial Officer and an executive director of RanMarine. He is responsible for all finance, tax, legal and compliance matters. From September 2018 until September 2022, Mr. Hemelaar was Vice President Finance at the HomeAdvisor International division of IAC Inc. (Nasdaq: IAC). In that role, he established the finance and control function of his business unit. Prior to that time, Mr. Hemelaar was the European Finance Director for Applied Materials Inc. (Nasdaq: AMAT) for eight years. He holds a Master's degree in Economics and is a qualified Dutch accountant. Mr. Hemelaar began his career as an auditor with PricewaterhouseCoopers (PwC).

Bart de Vries, Chief Operating Officer

Bart de Vries 52 has served as our Chief Operating Officer since August 2023 He is responsible for the day-to-day operations, production of RanMarine's products and related services. Previously he was a Vice President Product at Serrala and Managing Director of Serrala Solutions B.V. and Chief Operating Officer of it's predecessors AcceptEmail B.V and AcceptEasy from 2014 to 2023, a SAAS company delivering electronic billing and payments. Prior to that Mr. De Vries worked for almost 2 decades in finance at NIBC, ABN AMRO and RBS in Amsterdam and Hong Kong. He has a BA from Middlebury College and an MBA from Cornell University**.**

Esther Lokhorst, Chief Customer Officer

Esther Lokhorst has served as our Chief Customer Officer since March 2023. Prior to serving in this role, Esther was our Chief Operating Officer since 2017. Esther has been involved in, among other things, managing production and monitoring procurement for both procurement and R&D projects. Ms. Lokhorst is involved in business development, manages press and communication, and all grant applications. From 2015-2019, Ms. Lokhorst was the Program Manager and Operations Manager at Accelerator PortXL. There, Ms. Lokhorst was responsible for the design and implementation of the program as well as the communication content with respect to the program both in Rotterdam and internationally. Ms. Lokhorst holds a Bachelor of Arts degree from Centre College and Master of Business Administration from The Open University in the United Kingdom.

Alistair Longman, Chief Product Officer

Alistair David Longman has served as our Chief Product Officer since March 2023. Previously, Mr. Longman served as our Chief Technology Officer since January 2021. From October 2019 to December 2020, Mr. Longman served as a business analyst within the information technology group of Sungevity Netherlands B.V. There, Mr. Longman created and organized the requirements for ICT development projects and functional and quality assurance. He also handled project and change management duties. Prior to that, from March 2016 to September 2019, Mr. Longman served as the managing director of Cords Cable Manufacturers PTY Ltd. In that role, Mr. Longman acted in a general manager capacity where he managed functions of the business ranging from human resources and sales to information technology and production logistics. Mr. Longman holds Bachelor of Arts degrees in English and Psychology from the University of Cape Town, South Africa.

Darren Kirby, Global Sales Head

Darren Kirby has been our Global Sales Head since March 2023. Darren started at RanMarine in May 2022 as Sales Director, providing leadership within the sales, marketing and business development competencies. Prior to starting at RanMarine, Mr. Kirby spent a year as the sales manager for A.F. Blakemore & Son Ltd in the United Kingdom, where he was responsible for sales and business development within the business-to-business ("B2B") and business-to-consumer ("B2C") and B2C media sector. From July 2016 - November 2020, Mr. Kirby occupied the function of Director of Business Development at Technique Media (Pty) Ltd in Cape Town, South Africa. As a founder of this media sales business, Mr. Kirby worked across diverse industry sectors promoting innovative media platforms (billboards, digital media and transit media). Mr. Kirby holds tertiary level diplomas in Communication and Media Studies and Marketing Management.

Michael Foss, Non-Executive Director and Chairman of the Board of Directors

Michael Foss has served as our Chairman since May 2023 and our Chairman of the Board of Directors since June 2023. Mr. Foss brings to RanMarine extensive experience in the finance and general management operations of publicly and privately owned companies. Mr. Foss has been the Chief Financial Officer of five companies (Circuit City Stores, Inc., Petco Animal Supplies, Inc., TeleTech Holdings, Inc., Rally's Hamburgers, Inc. and Independent Pet Partners Holding, LLC) and the Chief Executive Officer of two companies (The Sports Authority, Inc. and PictureVision, Inc). Mr. Foss has served on the Board of Directors of eight companies, five of which were based outside the United States. He has a Bachelor of Arts in Business Administration from the University of Washington and a Masters of Business Administration from the University of Michigan. Mr. Foss will also serve as the Chairman of the Audit Committee.

Deborah Waters, Non-Executive Director

Deborah Waters will bring to RanMarine extensive experience in the technology operations of large multinational organizations. Mrs. Waters is currently the Chief Technology Officer of Aegon N.V. Mrs. Waters previously had spent 26 years in technology leadership roles at Citigroup, Inc., of which the last five were as the Global Head of Private Bank Operations. Mrs. Waters has a Bachelor of Science in Computer Sciences from Penn State University and a Masters of Business Administration from Temple University. Mrs. Waters was appointed to the Board of Directors in 2023.

Samuel V. Howe, Chairman of Compensation Committee) Non-Executive Director

Samuel Howe will bring to RanMarine extensive experience in marketing and operations management of publicly and privately owned companies. He has been Chief Marketing Officer of two companies (TeleWest, LLC and Time Warner Cable, Inc.) and Chief Executive Officer of Allconnect Inc. Mr. Howe has served on the Board of Directors for three companies, one of which was based outside the U.S.. He also has been on non-profit boards as a trustee of The Nature Conservancy (New York State) and Chairman of the Cable Assoc. of Telecommunications and Marketing. Mr. Howe has a Bachelor of Arts in History from Bowdoin College and a Masters of Business Administration in Finance and Marketing from the Kellogg School of Management, Northwestern University. Mr. Howe was appointed to the Board of Directors in 2023.

Family Relationships

There are no family relationships among any of our directors and executive officers.

Foreign Private Issuer Status

The listing rules of Nasdaq (the "Listing Rules"), include certain accommodations in the corporate governance requirements that allow foreign private issuers, such as RanMarine, to follow "home country" corporate governance practices in lieu of the otherwise applicable corporate governance standards of Nasdaq. The application of such exceptions requires that we disclose any significant ways that our corporate governance practices differ from the Listing Rules that we do not follow, please see 'Certain Disclosure and Reporting Obligations under the DCGC as stipulated hereunder'.

Certain Disclosure and Reporting Obligations under the DCGC

The Company's directors, officers, and shareholders are subject to certain disclosure and reporting obligations under Dutch law. The following is a description of the general disclosure obligations of under Dutch law as such laws exist as of the date of this prospectus and should not be viewed as legal advice for specific circumstances.

As RanMarine has its corporate seat in the Netherlands and has its securities listed on a third (non-EU) country market equivalent to a regulated market (i.e. Nasdaq), RanMarine is subject to the DCGC. The DCGC contains both principles and suggested governance provisions for one-tier boards, executive and non-executive directors, shareholders and general meetings, financial reporting, auditors, disclosure compliance and enforcement standards.

The DCGC is based on a "comply or explain" principle. Accordingly, RanMarine is required to disclose in its management report publicly filed in the Netherlands, whether or not it is complying with the various provisions of the DCGC. If RanMarine does not comply with one or more of those provisions (e.g., because of a conflicting Nasdaq requirement or U.S. market practice), RanMarine is required to explain the reasons for such non-compliance. While we intend to endorse the principles and best practice provisions of the DCGC, it is envisaged that RanMarine will not apply certain best practice provisions of the DCGC, including the following:

- Independency requirements. The DCGC provides that the non-executive directors have to meet certain independency requirement. We note that our chairman, Mr. Foss has provided $800,000 of bridge funding to the Company on terms substantially consistent with other bridge loan investors. (See the section entitled "Related Party Transactions" for further information.) In this respect, we might not strictly comply with the independency requirements. However, we believe that this only shows the commitment and belief that Mr. Foss has in us. Furthermore, we believe that our company and all of our stakeholders will benefit from the presence of Mr. Foss, especially in respect of his extensive experience, expertise and valuable knowledge of our business and the industry we operate in. We believe that this outweighs any perceived disadvantage of non-independence.

- Remuneration of non-executive directors: The DCGC provides that non-executive directors must not be awarded remuneration in the form of shares and/or rights to shares. Our non-executive directors shall be paid in Restricted Stock Units ("RSUs"), which shall be their sole form of remuneration. Please see "Executive Compensation" for an extensive outline of the remuneration plan. Although this is not compliant with the DCGC, in accordance with market standards in the U.S., we believe it is in the best interest of the Company that non-executive directors receive share-based remuneration. Due to liquidity constraints for other forms of remuneration, non-executive directors may divest their shares on short term.

- Diversity and Inclusion. As an emerging company, the Company does not yet comply with the best practice provisions in the DCGC requiring a policy on Diversity and Inclusion. The Company is aware of the significance of such policy, not only as a moral imperative, but also a strategic business imperative that is vital for driving innovation, enhancing employee morale and productivity, and strengthening stakeholder relationships. Therefore, the Company is committed to taking concrete actions towards achieving these objectives and is actively working towards implementing effective Diversity and Inclusion policies in the future.

  Long Term Incentive Plan open to members of Board of Directors, including non-executive directors. The Board of Directors has granted or intends to grant RSUs to the CEO, CFO, the Chairman, and the other non-executive Board Members, as part of the Long Term Incentive Plan that is expected to be launched concurrent with the IPO. The RSUs for the executive directors vest ratably over four years. In deviation of best practice provision 3.1.2 of the DCGC, these RSUs will partially vest within the first three years of their grant date, and the RSUs granted to the Chairman and other non-executive Board Members, will vest in one year and not be subject to a five years holding period. Although in deviation of the DCGC, we believe that the foregoing is market practice among companies listed on the Nasdaq. As regards the non-executive directors, it is envisaged that their remuneration will be payable 100% in RSUs subject to a one year vesting period. The remuneration in the form of equity instruments is in accordance with market practice among companies listed on Nasdaq, although in deviation from suggested governance provisions 3.3.2 and 3.3.3 of the DCGC.

No auditor appointment by the general meeting. The Company deviates from principle 1.6 and best practice provision 1.6.1 of the DCGC, as the nomination for the appointment of the external auditor shall not be submitted to the general meeting for approval. The non-executive directors shall supervise the functioning of the external auditor.

Other governance items. The DCGC provides several governance related items which are more suitable for larger companies. For instance, RanMarine has no internal audit department, it has no company secretary, no induction program for non-executive directors and no development program for the Board of Directors.

Board of Directors

We intend to have five directors at the time of the closing of this offering, three of whom will satisfy the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market and meet the independence standards under Rule 10A-3 under the Exchange Act. Our directors are elected annually at each annual meeting of our Company's shareholders. Currently, our Board of Directors assesses potential director candidates for required skills, expertise, independence and other factors. After the closing of this offering, we intend to establish a Compensation Committee to take responsibility for this action.

Our Board of Directors is responsible for appointing our Company's officers.

We have a one-tier board structure. Our business and affairs are managed under the direction of our Board of Directors, which is divided into executive directors and non-executive directors.

Term of Office

Initially, each director will be appointed to a one-year term on the Board of Directors. They will serve to the end of their term or until their death, resignation or removal. The director may be presented to shareholders for re-election to a new term. Our Board of Directors appoints our officers and each officer is to serve until his successor is appointed and qualified or until his or her death, resignation or removal.

Director Independence

We intend to have three directors at the time of the offering who qualify as "independent" according to the rules of Nasdaq.

A material relationship is a relationship which could, in the view of our Board of Directors, be reasonably expected to interfere with the exercise of a director's independent judgment.

Board Committees

We intend to establish two committees under the Board of Directors immediately upon the closing of this offering: an Audit Committee and a Compensation Committee. Each committee is to be governed by a charter approved by our Board of Directors.

Audit Committee

We intend to appoint to our Audit Committee three (3) directors that will satisfy the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market and meet the independence standards under Rule 10A-3 under the Exchange Act. One of our directors on the Audit Committee will be an "audit committee financial expert" within the meaning of the SEC rules and possesses financial sophistication within the meaning of the Listing Rules of the Nasdaq Stock Market. The Audit Committee will oversee our accounting and financial reporting processes and the audits of the financial statements of our Company. The Audit Committee will be responsible for, among other things:

- selecting our independent registered public accounting firm and pre-approving all auditing and non-auditing services permitted to be performed by our independent registered public accounting firm;
- reviewing with our independent registered public accounting firm any audit problems or difficulties and management's response and approving all proposed related-party transactions, as defined in Item 404 of Regulation S-K;
- discussing the annual audited financial statements with management and our independent registered public accounting firm;
- annually reviewing and reassessing the adequacy of our Audit Committee charter;
- meeting separately and periodically with the management and our independent registered public accounting firm;

- reporting regularly to the full Board of Directors;
- reviewing and evaluating our cybersecurity plan. One of our non-executive directors, Mrs. Waters, is the current Chief Information Officer of Aegon N.V. and has 26 years of experience in Information Systems at Citigroup, Inc.;
- reviewing the adequacy and effectiveness of our accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposure; and
- such other matters that are specifically delegated to our Audit Committee by our Board of Directors from time to time.

Compensation Committee

We intend to appoint to our Compensation Committee two directors that will satisfy the "independence" requirements of Rule 5605(a)(2) of the Listing Rules of the Nasdaq Stock Market and meet the independence standards under Rule 10A-3 under the Exchange Act. Our Compensation Committee will assist the board in reviewing and approving the compensation structure, including all forms of compensation, relating to our directors and executive officers. No officer may be present at any committee meeting during which such officer's compensation is deliberated upon. The Compensation Committee will be responsible for, among other things:

- reviewing and approving to the board with respect to the total compensation package for our most senior executive officers;
- approving and overseeing the total compensation package for our executives other than the most senior executive officers;

- reviewing and recommending to the board with respect to the compensation of our directors;
- reviewing periodically and approving any long-term incentive compensation or equity plans;
- selecting compensation consultants, legal counsel or other advisors after taking into consideration all factors relevant to that person's independence from management; and
- programs or similar arrangements, annual bonuses, employee pension and welfare benefit plans.

Arrangements

We are not aware of any arrangement among shareholders regarding the nomination or approval of directors or senior management.

Code of Business Conduct and Ethics

We will adopt a Code of Conduct and Ethics that applies to our directors, officers and other employees prior to the consummation of the offering.

EXECUTIVE COMPENSATION

Dutch law provides that we must establish a policy in respect of the remuneration of our directors. Such policy will address, among other things, the following topics: the fixed and variable components (if any) of the remuneration of our directors, including remuneration in the form of shares and severance payments. Prior to the consummation of this offering, our Board of Directors will propose, and we expect our shareholders to adopt, a remuneration policy for both the executive and non-executive directors.

Disclosure of compensation on an individual basis is not required in our home country and is not otherwise publicly disclosed by us. The aggregate compensation, including benefits in kind, accrued or paid to our executive officers named in this prospectus for services in all capacities with respect to the year ended December 31, 2023 was €636,729.

Compensation for the Board of Directors

The Board of Directors will receive the following monetary compensation for their services.

Executive Directors

Our Chief Executive Officer will receive a €185,189 base salary per year beginning on the closing of the IPO. In addition, he will be granted €516,750 worth of RSUs, which will vest 25% per year over four (4) years.

Our Chief Financial Officer will receive a €167,250 base salary per year beginning on the closing of the IPO. In addition, he will be granted €334,500 of RSUs, of which 25% per year will vest over four (4) years.

Non-Executive Director:

Our Chairman of the Board will be granted $120,000 of RSUs, which will vest over one (1) year.

Our Chairman of the Audit and Compensation Committees, if not currently the Chairman of the Board, will be granted $110,000 of RSUs, which will vest over one (1) year.

Our non-executive directors will be granted $100,000 of RSUs, which will vest over one (1) year.

Pension Benefits

We participate in the national Metal and Engineering Industry Pension Fund, or PMT (*Pensioenfonds Metaal & Techniek*), pension scheme. The PMT provides the pension scheme for the metal and engineering industry in the Netherlands.

2023 Equity Incentive Plan

Immediately after the effectiveness of the registration statement of which this prospectus forms a part, but prior to the closing offering, our Board of Directors expects to adopt the 2023 Equity Incentive Plan (the "Plan") to provide an additional means through the grant of awards of Restricted Stock Units ("RSUs") to attract, motivate, retain and reward selected key employees and other eligible persons. Under the Plan, we would be authorized to issue equity incentives in the form of incentive stock options, non-statutory stock options, restricted shares, restricted share units, share appreciation rights, performance units or performance shares. Any award made under the Plan can be made subject to conditions, such as conditional time-based vesting awards and performance conditions may be attached to any grant.

We plan to reserve up to 20% of all our outstanding shares for the Plan. The way in which the vested rights to shares shall be built op and reserved for the Plan shall be further determined. Because, under Dutch law it is not possible to issue shares to the issuing company itself, it is likely that we will arrange that a separate foundation is set up, to which shares under the Plan shall be issued from time to time against nominal value of €0.01, and subsequently purchased by the Company (*inkoop eigen aandelen*) and deposited with the Depositary in order to be issued as ADSs to eligible participants of the Plan.

PRINCIPAL SHAREHOLDERS

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth certain information regarding the beneficial ownership of our ordinary shares as of the date of this prospectus (i) prior to the consummation of this offering and (ii) as adjusted to reflect the sale of the ADS in this offering for:

- each shareholder who is known to us to own beneficially 5% or more of our outstanding ordinary shares;
- all directors;
- our executive officers; and

- all executive officers and directors as a group.

Except as otherwise indicated, all persons listed below have (i) sole voting power and investment power with respect to their ordinary shares, except to the extent that authority is shared by spouses under applicable law, and (ii) record and beneficial ownership with respect to their ordinary shares.

The percentage of ordinary shares beneficially owned before the offering is computed on the basis of our ordinary shares as of the date of this prospectus. The percentage of ordinary shares beneficially owned after the offering is based on the number of ordinary shares to be outstanding after this offering, and assumes no exercise of the underwriters' option to purchase additional ADSs. Ordinary shares that a person has the right to acquire within 60 days of the date of this prospectus are deemed outstanding for purposes of computing the percentage ownership of the person holding such rights, but are not deemed outstanding for purposes of computing the percentage ownership of any other person, except with respect to the percentage ownership of all directors and officers, as a group. In addition, the following table does not reflect any (i) ADSs that may be purchased in this offering (ii) ADSs to be granted to staff and advisors (see inter alia related party transactions) (iii) ADSs to be granted under the Plan (for which we intend to reserve 20% of the ADSs).

Name	Ordinary Shares Beneficially Owned[(1)]	Percentage of Ordinary Shares Beneficially Owned[(1)]	Percentage of Ordinary Shares Beneficially Owned After Offering[(2)]
Directors and Executive Officers:			
Richard Hardiman, *Chief Executive Officer and Director*	1,748,138	26.7%	15.8%
Bart de Vries, *Chief Operating Officer*	52,276	*%	*%
Esther Lokhorst, *Chief Customer Officer*	-	-%	-%
Alistair Longman, *Chief Product Officer*	-	-%	-%
Darren Kirby, Global *Sales Head*	-	-%	-%
Anton Hemelaar, *Chief Financial Officer and Director*	558,820	8.5%	5.0%
Michael Foss	135,917	2.1%	1.2%
Deborah Waters	-	-%	-%
Samuel Howe	-	-%	-%
Directors and Executive Officers as a Group (9 persons)	2,495,191	37.2%	%
Other 5% or more Shareholders:			
Boundary Holding S.à r.l., SPF(3)	1,314,730	20.1%	%
Oliver Cunningham	1,195,209	18.2%	%
Greig Wibberley	1,104,537	16.9%	%
RedChip Companies(4)	-	-%	5.3%

*Less than 1%

(1) Based on 6,552,558 ordinary shares outstanding as of January 15, 2024.For purposes of computing percentage ownership after this offering, we have assumed the voluntary conversion of outstanding convertible bridge notes will be converted at a 20% discounted purchase price, convertible into ADSs, against the initial IPO price, upon the completion of the IPO.

(2) Excludes any ADSs that may be issued if the underwriter exercises its options to cover over allotments.

(3) The address of Boundary Holding S.à r.l., SPF, 33, rue du Puits Romain, Bertrange, L-8070 Luxembourg, Luxembourg. [ ] exercises the voting and dispositive authority over shares held by this stockholder.

(4) The address of RedChip Companies is 431 E Horatio Ave, Suite #100, Maitland, FL 32751. [ ] exercises the voting and dispositive authority over shares held by this stockholder.

RELATED PARTY TRANSACTIONS

Except as provided below, as of the date of this prospectus, we are not aware of any transactions since the inception of the Company, in which the amount involved in the transaction exceeded or will exceed the lesser of $120,000 or one percent of the average of our total assets as of the year-end for the last two completed fiscal years, and to which any of our directors, executive officers or beneficial holders of more than 5% of our ordinary shares, or any immediate family member of, or person sharing the household with, any of these individuals, had or will have a direct or indirect material interest.

Shareholder Loan

Boundary Holding S.à r.l., SPF is a shareholder of RanMarine. There is a loan agreement between the two companies as of May 27, 2021, for €100,000. The note does not carry interest or a term limit. RanMarine has paid €67,600 as of December 20, 2023. The other payables as of December 20, 2023 are a €9,400 short term non-interest bearing loan with one of the shareholders, and a deferred payment of €72,500 with another shareholder. As of December 31, 2023, the Company owed [_____].

Agreements with our Executive Officers and Directors

The Company entered into several management agreements with certain of our executive officers (including our executive directors), while the other executive officers are employed by the Company. We have service contracts with our non-executive directors. These agreements contain customary provisions and representations, including confidentiality, non-competition, non-solicitation and inventions assignment undertakings by the executive officers. However, the enforceability of the non-competition provisions may be limited under applicable law.

Granting of ADSs by the Company to Directors, Staff and Other Related Parties

Several directors, staff and other related parties are entitled to ADSs without having to pay cash consideration for these ADSs. Special rights to ADSs have been granted, or intend to be granted, to members of the Board of Directors (Messrs. Hemelaar, Foss and Hardiman) and the executive committee. These persons have shown an incredible commitment to the Company, often working long hours and receiving very little, and some even no, salary. To appreciate their commitment, this group is entitled to ADSs by way of a bonus or extra salary, or advisory services to support their commitment, overtime, being an early staff member etc. Furthermore, new ADSs have been granted to new staff as sign-on bonus. In this way, a total amount of 222,649 ADSs will be granted to this group. We recognize the value of the services provided by our staff and advisors and have agreed to compensate them with ADSs, rather than cash. These agreements have been approved by our Board of Directors. By offering these ADSs, we are able to maintain a skilled team while conserving our cash resources for essential operational expenses.

Bridge Loan Arrangements by Related Parties

In order to secure sufficient funding for us until the envisaged IPO, we have entered into several bridge loan agreements with various parties or individuals, some of which are related parties. These agreements provided us with the necessary funds to continue our operations until the planned IPO is realized. These bridge financing arrangements have been structured in the form of convertible notes with up to a 25% discounted purchase price, convertible into ADSs against the initial IPO price, and additional warrants entitling each noteholder to purchase ADSs against the nominal value of €0.01 per ADS. The notes are structured to become payable at the earlier of either the maturity date or the IPO date, unless converted. The following related parties have provided convertible loans to the Company via bridge financing arrangements:

- Our Chairman, Mr. Foss, and his spouse have loaned USD 800,000 to the Company, in return for a convertible note in the principal amount of USD 1,000,000, USD 750,000 of which will be converted for 181,818 ADS which will be issued immediately prior to the effectiveness of the registration statement of which this prospectus forms a part, and 320,000 warrants, all of which will be exercised for 320,000 ADS immediately prior to the effectiveness of the registration statement of which this prospectus forms a part;

- Mr. Hardiman has agreed to loan an aggregate of EUR 225,000 to the Company, in return for convertibles note in the aggregate principal amount of EUR 281,250, EUR 131,250 of which will be converted for 30,253 ADS which will be issued immediately prior to the effectiveness of the registration statement of which this prospectus forms a part, and 90,000 warrants, all of which will be exercised for 90,000 ADS immediately prior to the effectiveness of the registration statement of which this prospectus forms a part;

- Our Chief Financial Officer, Mr. Hemelaar, has loaned EUR 185,000 to the Company in return for a convertible note in the principal amount of EUR 231,250, all of which will be converted for 60,927 ADS which will be issued immediately prior to the effectiveness of the registration statement of which this prospectus forms a part, and 74,000 warrants, all of which will be exercised for 74,000 ADS immediately prior to the effectiveness of the registration statement of which this prospectus forms a part; In addition, Mr. Hemelaar's father-in-law has loaned EUR 50,000 to the Company in return for a convertible note in the principal amount of EUR 62,500, all of which will be converted for 16,467 ADS which will be issued immediately prior to the effectiveness of the registration statement of which this prospectus forms a part, and 20,000 warrants, all of which will be exercised for 20,000 ADS immediately prior to the effectiveness of the registration statement of which this prospectus forms a part

- Our Chief Operating Officer, Mr. de Vries, has loaned EUR 95,000 to the Company, in return for a convertible note in the principal amount of EUR 118,750, EUR 95,000 of which will be converted for 23,534 ADS which will be issued immediately prior to the effectiveness of the registration statement of which this prospectus forms a part, and 38,000 warrants, all of which will be exercised for 38,000 ADS immediately prior to the effectiveness of the registration statement of which this prospectus forms a part;

- Our Global Sales Head has loaned EUR 35,000 to the Company, in return for a convertible note in a principal amount of EUR 43,750, EUR 25,000 of which will be converted for 6,193 ADS which will be issued immediately prior to the effectiveness of the registration statement of which this prospectus forms a part and 14,000 warrants all of which will be exercised for 14,000 ADS immediately prior to the effectiveness of the registration statement of which this prospectus forms a part;

- Our Chief Product Officer ("CPO") has loaned EUR 35,000, tot the Company, in return for a convertible note in a principal amount of EUR 43,750, EUR 27,500 of which will be converted for 6,715 ADS which will be issued immediately prior to the effectiveness of the registration statement of which this prospectus forms a part and 14,000 warrants all of which will be exercised for 14,000 ADS immediately prior to the effectiveness of the registration statement of which this prospectus forms a part;

- One shareholder has loaned EUR 25,000 to the Company, in return for a convertible note in a principal amount of EUR 31,250, EUR 25,000 of which will be converted for 6,193 ADS which will be issued immediately prior to the effectiveness of the registration statement of which this prospectus forms a part and 10,000 warrants all of which will be exercised for 10,000 ADS immediately prior to the effectiveness of the registration statement of which this prospectus forms a part.

Share Transfers Involving Related Parties

May 11, 2023

On May 11, 2023, four transactions of ordinary shares in the Company involving related parties of the Company were executed before a Dutch civil law notary. The following share transfers have taken place at such date:

Transaction I:

Mr. Hardiman sold 418,207 shares to Mr. Hemelaar for a total purchase price of EUR 200,000, which amounts to EUR 0.48 per share.

Transaction II:

An existing shareholder sold 83,641 shares to Mr. Foss and his spouse for a total purchase price of EUR 40,000, which amounts to EUR 0.48 per share.

Transaction III:

Mr. Hardiman sold 52,276 shares to Mr. Foss and his spouse for a purchase price of EUR 25,000, which amounts to EUR 0.48 per share.

Transaction IV:

CEO Richard Hardiman sold 52,276 shares to Mr. de Vries, our Chief Operating Officer, for a purchase price of EUR 25,000, which amounts to EUR 0.48 per share.

December 27, 2022

Several share transfers were made between related parties, such as a transfer of ordinary shares from Mr. Hardiman to Mr. Hemelaar. In all of these share transfers, the purchase price per share amounted to EUR 3,353. On the same date, BH Technology Investments S.à r.l. transferred all its shares to its parent company Boundary Holding S.à r.l., SPF. In addition, all shareholders were issued 6,551,626 shares at nominal value pro rata to their shareholding, which issue was debited to the share premium reserves of the Company.

December 9, 2021

On December 9, 2021, the Company repurchased shares from a shareholder for a total purchase price of EUR 45,000, which amounts to EUR 661,76 per share. In addition, one shareholder sold 43 shares for a total purchase price of EUR 110,000 to other shareholder, BH Technology Investments S.à r.l., which amounts to EUR 2,588 per share.

August 27, 2020

On August 27, 2020, Mr. Hardiman transferred shares to several other shareholders for a purchase price of EUR 240,000, which amounts to EUR 571,43 per share. On the same date, all existing shareholders sold part of their shares to BH Technology Investments S.à r.l. for EUR 452,160, which amounts to EUR 3,140 per share.

Related Party Transactions Policy

In connection with our listing on Nasdaq, we shall implement a policy regarding related party transactions. This policy shall *inter alia* stipulate that any relation party transactions that a foreign private issuer is required to disclose under the Exchange Act must receive approval from either our board of directors, or a designated committee consisting solely of independent directors, including the Audit Committee. Moreover, our board of directors has established an internal procedure to periodically evaluate whether related party transactions, as defined under Dutch law, are being conducted under normal business practices and normal market conditions. Furthermore, under Dutch law, we are required to disclose material transactions with a related party (as defined under Dutch law and subject to certain exceptions) that were not entered into in the ordinary course of business and/or not under normal market conditions at the time of such transaction. Such transactions shall be subject to the approval of our Board of Directors.

MATERIAL AGREEMENTS

We set out below summaries of the material agreements that we have entered into outside of our ordinary course of business in the past two years.

Poralu Marine Assembly and Distribution Agreement

RanMarine and Rotax Marine, a subsidiary of Nova Nautic SAS operating under the brand name Poralu Marine ("Poralu Marine") entered into the Poralu Marine Agreement, five (5) year renewable, assembly and distribution framework agreement for RanMarine's ASVs.

Under the agreement, Poralu Marine shall sell the RanMarine "WasteShark" under its own brand name "Pixie Drone" in keeping with its Searial Cleaners environmental and maritime products range. At present RanMarine produces these units in-house and supplies Rotax with finished and rebranded product. It is within the scope of the framework agreement to allow Poralu Marine to start manufacturing the "PixeDrone" model in-house for direct sales to their network, also allowing RanMarine to use this assembly as overflow supply/extra manufacturing capacity for its own WasteShark product should it be required. ROTAX is in the process of setting up this assembly line in keeping with its assembly and manufacture of other outsourced products.

All electronic parts, data packages and accessories shall be purchased exclusively from RanMarine at prices set forth in the agreement. Such prices are reviewed annually with a two percent (2%) maximum variation from one to the next, such that neither party suffers economic loss as a result of economic factors beyond the control of each party. Poralu Marine pays a royalty of €1300 for each ASV assembled and shipped, excluding data and front-end software packages.

A subsequent amendment (Amendment no. 2) to the original agreement removed the exclusivity terms which limited Poralu Marine to sales in Marinas and Ports only, to state that, "ROTAX shall distribute RANMARINE WasteShark's under the name Pixie Drone worldwide, with no restrictions imposed on distribution markets, industry sectors or regions. ROTAX shall distribute RANMARINE WasteShark's worldwide, without direct or implied exclusivity for distribution into any markets, industry sectors or regions". It was agreed by both parties that the market should be opened to ROTAX to allow for greater sales and revenue opportunity. Both parties are in talks to extend the initial 6-month exclusivity clause removal and further define the territories that Poralu Marine operates in as a distributor.

Also pursuant to the agreement, Poralu Marine has access to data extracted from RanMarine's ASVs operating within Poralu Marine Territory. However, RanMarine reserves the right to manage data recorded by any device or sensor attached to a RanMarine ASV, or which is integrated within, and derive commercial benefit from such, beyond the context of the commercial relationship that Poralu Marine maintains with its customers. In so doing, RanMarine shall not use contact information of Poralu Marine clients publicly.

In the event that RanMarine ceases to operate, and is permanently unable to supply electronics, RanMarine shall grant Poralu Marine access to the intellectual property details for the continuation of assembly and distribution of RanMarine's ASVs. For further details about the arrangements concerning intellectual property, see "Intellectual Property."

MARKET FOR OUR SECURITIES

There is currently no market for the ADSs. We have applied to the Nasdaq Capital Market have the ADSs and Tradeable Warrants listed on under the symbol "RAN" and "RANW," respectively. The offering that we are conducting with the prospectus will not close unless the Nasdaq Capital Market has approved our securities for listing.

SECURITIES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no market for our ordinary shares or ADSs. Future sales of substantial amounts of ADSs representing our ordinary shares in the United States or of our ordinary shares in the Netherlands, or the perception that such sales may occur, could adversely affect prevailing market prices of such ADSs and of our ordinary shares. As of the date of this prospectus, we had in issue and outstanding 6,552,558 ordinary shares and no ADSs representing our ordinary shares. Upon the effectiveness of the registration statement of which this prospectus forms a part, holders of ordinary shares registered hereby are expected to be able to deposit such ordinary shares with the Depositary in exchange for ADSs representing such ordinary shares at the ratio referred to on the cover page of this prospectus, which ADSs will be freely tradeable. Holders of issued but unexercised options to purchase our ordinary shares not registered hereby will have to comply with one of the exceptions from U.S. registration requirements set forth below in order to exchange any ordinary shares issued upon exercise thereof.

Upon completion of this offering at an assumed offering price of $5.50 per Unit, we will have 11,073,652 ADS shares outstanding, not including: (i) ADSs underlying underwriter's warrants (please see below "Underwriter's Warrants"), or (ii) any ADSs that may be sold pursuant to the underwriter's over-allotment option.

All of the ADSs sold in this offering will be freely transferable by persons other than by our "affiliates" without restriction or further registration under the Securities Act. Sales of substantial amounts of the ADSs or ordinary shares in the public market could adversely affect prevailing market prices of the ADSs. Prior to this offering, there has been no public market for our ordinary shares. We have applied to list the ADSs on the Nasdaq Capital Market under the symbol "RAN".

Rule 144

In general, a person who has beneficially owned our unregistered ordinary shares for at least six months would be entitled to sell ADSs representing our ordinary shares pursuant to Rule 144 of the Securities Act, provided that (1) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (2) we are subject to Exchange Act periodic reporting requirements for at least 90 days before the sale. Persons who are our affiliates at the time of, or any time during the 90 days preceding, a sale of ADSs representing such ordinary shares, are subject to additional restrictions. As long as we have been subject to the Exchange Act

periodic reporting requirements for at least 90 days before the proposed sale, such person may sell within any three-month period only a number of ADSs representing our ordinary shares that does not exceed the greater of:

- 1% of the number of ADS representing our ordinary shares then outstanding (including any ordinary shares issuable upon withdrawal of ADSs), as if all such ordinary shares had been deposited in exchange for ADSs; or
- the average weekly trading volume of ADSs representing our ordinary shares on Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Any sales by affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144 to the extent applicable.

Prior to the 90th day following the effective date of the registration statement of which this prospectus forms a part when we become subject to the Exchange Act periodic reporting requirements, non-affiliates who have not been affiliates of ours within the 90 days preceding the sale and who acquired their securities at least one year following their sale by us or our affiliates, may freely resell such securities under Rule 144.

Rule 701

In general, under Rule 701 under the Securities Act, any of our employees, board members, senior management, consultants or advisers who purchases ordinary shares from us in connection with a compensatory share or option plan or other written agreement before the effective date of the registration statement of which this prospectus forms a part, or the effective date, is entitled to resell such ordinary shares 90 days after the effective date in reliance on Rule 144, without having to comply with the holding period requirements or other restrictions contained in Rule 701. The SEC has indicated that Rule 701 will apply to typical share options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the ordinary shares acquired upon exercise of such options, including exercises after the date of this prospectus. Securities issued in reliance on Rule 701 are restricted securities and, beginning 90 days after the date of this prospectus, may be sold by persons other than "affiliates," as defined in Rule 144, subject only to the manner of sale provisions of Rule 144 and by affiliates under Rule 144 without compliance with the holding period requirement.

Selling Shareholders Resale Prospectus

As described in the Explanatory Note to the registration statement of which this prospectus forms a part, the registration statement also contains the Resale Prospectus to be used in connection with the potential resale by the Selling Shareholders of our ADSs held by them. These ADSs have been registered to permit public resale of such shares, and the Selling Shareholders may offer the shares for resale from time to time pursuant to the Resale Prospectus. The Selling Shareholders may also sell, transfer or otherwise dispose of all or a portion of their shares in transactions exempt from the registration requirements of the Securities Act or pursuant to another effective registration statement covering those shares. No sales of the shares covered by the Resale Prospectus shall occur until the registration statement is declared effective by the SEC. Thereafter, any sales will occur at prevailing market prices or in privately negotiated prices.

Regulation S

Regulation S provides generally that sales made in offshore transactions, as well as the resale of any such securities issued by foreign private issuers such as us (including resales into the United States) are not subject to the registration or prospectus delivery requirements of the Securities Act.

DESCRIPTION OF SHARE CAPITAL AND ARTICLES OF ASSOCIATION OF OUR COMPANY

Introduction

The below is a summary of certain information concerning our share capital as well as a description of certain provisions of our Articles of Association and Dutch law. The summary below contains only material information regarding our corporate status and share capital. It does not purport to be complete and it is qualified in its entirety by reference to our Articles of Association, an English translation of which is filed as an exhibit to the registration statement of which this prospectus forms a part. This description does not cover any requirements under the Dutch Corporate Governance Code or other legislative proposals that are pending but not yet adopted by the Dutch legislature, nor does it cover any temporary COVID-19 related matters under applicable Dutch law.

The following summary describes the material terms of our capital stock and provisions of our Articles of Association. This summary does not purport to be complete and is qualified in its entirety by reference to all of the provisions of our Articles of Association, which are filed as exhibits to the registration statement of which this prospectus is a part.

Please note that the offered securities are ADSs. Nevertheless, we shall refer to "shares" when we refer to the underlying ordinary shares.

General Overview

We were incorporated under the laws of the Netherlands on April 12, 2016 as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*).

We are registered in the Commercial Register of the Chamber of Commerce (*Kamer van Koophandel*) in the Netherlands under number 65812441. We have our corporate seat in Rotterdam, the Netherlands and our registered office is at Galileïstraat 15, 3029AL, Rotterdam, the Netherlands.

The ordinary shares underlying the offered ADSs will be subject to, and will have been created under, Dutch law.

As described in Article 3 of our current Articles of Association, our corporate objectives are:

- developing water-carrying self-contained drones for various applications in and around (sea) ports and waterways;
- to incorporate, to participate in any way whatsoever, to manage and to supervise businesses and companies;
- to finance businesses and companies;
- to borrow, to lend and to raise funds, including the issue of bonds, promissory notes or other securities or evidence of indebtedness, as well as to enter into agreements in connection with the aforementioned;
- to supply advice and to render services to enterprises and companies with which the Company forms a group and to third parties;
- to render guarantees, to bind the Company and to pledge its assets for obligations of the businesses and companies with which it forms a group and on behalf of third parties;
- to acquire, manage, exploit and alienate registered property and assets in general;

- to trade in currencies, securities and items of property in general;
- to exploit and trade in patent, trademarks, licenses, know-how and other intellectual property rights;
- to perform any and all activity of industrial, financial or commercial nature,

as well as everything pertaining to the foregoing, relating thereto or conducive thereto, all in the widest sense of the word.

Warrants Issued in this Offering

Overview

The following summary of certain terms and provisions of the warrants offered hereby is not complete and is subject to, and qualified in its entirety by, the provisions of the Warrant Agent Agreement and the form of warrant, both of which are filed as exhibits to the registration statement of which this prospectus is a part. Prospective investors should carefully review the terms and provisions set forth in the Warrant Agent Agreement, including the annexes thereto, and form of warrant.

The following summary of certain terms and provisions of the warrants included in the Units offered hereby is not complete and is subject to, and qualified in its entirety by, the provisions of the Warrant Agent Agreement between us and our transfer agent and the forms of Tradeable Warrant and Non-tradeable Warrant, all of which are filed as exhibits to the registration statement of which this prospectus is a part. Prospective investors should carefully review the terms and provisions set forth in the Warrant Agent Agreement, including the annexes thereto, and forms of warrant. The Tradeable Warrant and the Non-tradeable Warrant have identical terms except that (i) unlike the Non-tradeable Warrant, the Tradeable Warrant will be tradeable and has been applied for listing on The Nasdaq Capital Market, and (ii) the exercise price per ADS is $6.33 per ADS (based on a public offering price of $5.50 per Unit) for the Tradeable Warrant and $6.60 for the Non-tradeable Warrant (based on a public offering price of $5.50 per Unit).

The exercise price and number of ADSs issuable upon exercise of the warrants may be adjusted in certain circumstances, including in the event of a stock dividend or recapitalization, reorganization, merger or consolidation. However, the warrants will not be adjusted for issuances of ADSs at prices below its exercise price.

Exercisability

The warrants are exercisable at any time after their original issuance and at any time up to the date that is five years after their original issuance. The warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the Warrant Agent, by utilizing the exercise form on the reverse side of the warrant certificate completing and executing as indicated, accompanied by full payment of the exercise price, by certified or official bank check payable to us, for the number of warrants being exercised. Under the terms of the Warrant Agent Agreement, we must use our best efforts to maintain the effectiveness of the registration statement and current prospectus relating to ADSs issuable upon exercise of the warrants until the expiration of the warrants. If we fail to maintain the effectiveness of the registration statement and current prospectus relating to the ADSs issuable upon exercise of the warrants, the holders of the warrants shall have the right to exercise the warrants solely via a cashless exercise feature provided for in the warrants, until such time as there is an effective registration statement and current prospectus relating to ADSs issuable upon exercise of the warrants.

Exercise Limitation

A holder may not exercise any portion of a warrant to the extent that the holder, together with its affiliates and any other person or entity acting as a group, would own more than 4.99% of the outstanding ordinary shares (represented by ADSs) after exercise, as such percentage ownership is determined in accordance with the terms of the warrant, except that upon prior notice from the holder to us, the holder may waive such limitation up to a percentage not in excess of 9.99%.

Exercise Price

The exercise price per whole ADSs purchasable upon exercise of the Tradeable Warrants is $ per share (based on a public offering price of $ per Unit) or 115% of the public offering price of the ADSs. The exercise price per whole ADSs purchasable upon exercise of the Non-tradeable Warrants is $ per share (based on a public offering price of $ per Unit) or 120% of the public offering price of the ADSs. The exercise price is subject to appropriate adjustment in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events affecting our common stock and also upon any distributions of assets, including cash, stock or other property to our stockholders.

Fractional Shares

No fractional ADSs will be issued upon exercise of the warrants. If, upon exercise of the warrant, a holder would be entitled to receive a fractional interest in a ADSs, we will, upon exercise, pay a cash adjustment in respect of such fraction in an amount equal to such fraction multiplied by the exercise price. If multiple warrants are exercised by the holder at the same time, we shall pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the exercise price.

Transferability

Subject to applicable laws, the warrants may be offered for sale, sold, transferred or assigned without our consent.

Exchange Listing

Our Tradeable Warrants have been applied for listing on The Nasdaq Capital Market under the symbol “RANW.”

Warrant Agent; Global Certificate

The warrants will be issued in registered form under a Warrant Agent Agreement between the Warrant Agent and us. The warrants shall initially be represented only by one or more global warrants deposited with the Warrant Agent, as custodian on behalf of The Depository Trust Company (“DTC”) and registered in the name of Cede & Co., a nominee of DTC, or as otherwise directed by DTC. Our transfer agent, Computershare Trust Company, N.A., will serve as the Warrant Agent.

Fundamental Transactions

In the event of a fundamental transaction, as described in the warrants and generally including any reorganization, recapitalization or reclassification of our common stock, the sale, transfer or other disposition of all or substantially all of our properties or assets, our consolidation or merger with or into another person, the acquisition of more than 50% of our outstanding common stock, or any person or group becoming the beneficial owner of 50% of the voting power represented by our outstanding common stock, the holders

of the warrants will be entitled to receive the kind and amount of securities, cash or other property that the holders would have received had they exercised the warrants immediately prior to such fundamental transaction.

Rights as a Stockholder

The warrant holders do not have the rights or privileges of holders of common stock or any voting rights until they exercise their warrants and receive shares of common stock. After the issuance of shares of common stock upon exercise of the warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by stockholders.

Governing Law

The warrants and the Warrant Agent Agreement are governed by New York law.

Board of Directors

The Company has a Board of Directors, consisting of one or more executive directors and one or more non-executive directors. As of the date of filing, the Board of Directors consists of two executive directors and three non-executive directors, see the section entitled "Directors and Executive Officers". Natural persons as well as legal entities shall be capable of holding the office of executive director. Only natural persons can be appointed as non-executive director. The general meeting shall decide on the number of directors. Under our Articles of Association, the directors are appointed by the general meeting which shall at all times have power to suspend or dismiss any director. Executive directors can also be suspended by the Board of Directors. Resolutions of the general meeting to dismiss a director can only be passed by a majority of at least two-thirds of the valid votes, provided that this majority exceeds fifty per cent (50%) of the issued share capital.

Under Dutch law, the Board of Directors is, as a collective, responsible for the management, policy, strategy and operations of the Company. The executive directors manage the daily business and operations of the Company, and are responsible for the implementation of its strategy. The non-executive directors focus on the supervision on the functioning of the performance of the duties of all directors, our general state of affairs and the policy of the Company. Each director has a duty to act in the corporate interest (*vennootschappelijk belang*) of the Company and its business. Under Dutch law, such corporate interest extends to the interests of all corporate stakeholders, such as shareholders, but also to the creditors, employees, customers and suppliers of the Company. The duty to act in the corporate interest of the Company also applies in the event of a proposed sale or break-up of the Company, provided that the circumstances in general dictate how such duty is to be applied and how the particular interests of different stakeholder groups should be weighed.

Share Capital

As of December 19, 2023, our share capital consists of 6,552,558 ordinary shares with a nominal value of €0.01 per share. Our current Articles of Association do not provide for a limit on the number of ordinary shares that we can issue in the form of an authorized share capital.

Ordinary Shares

The following summarizes the main rights of holders of our ordinary shares:

- each holder of ordinary shares is entitled to one vote per share on all matters to be voted on by shareholders, including the appointment of board members; there are no cumulative voting rights;
- each holder of ordinary shares is entitled to dividends and other distributions as may be declared from time to time by us, if any; and
- upon our dissolution, each holder of ordinary shares will be entitled to share *pro rata* in the distribution of all of our assets remaining available for distribution after satisfaction of all our liabilities.

Issuance of Shares and Preemptive Rights

Under Dutch law, shares are issued and rights to subscribe for shares are granted pursuant to a resolution of the general meeting of shareholders. Our general meeting of shareholders may authorize our Board of Directors to issue new shares or grant rights to subscribe for shares. On the date of filing, the Board of Directors has been granted the authorization to issue new shares and/or grant rights to subscribe for shares, as from April 26, 2023. Such authorization may be revoked by the general meeting of shareholders at any moment.

Under Dutch law, generally, in the event of an issuance of ordinary shares or granting of rights to subscribe for ordinary shares, each shareholder will have a*pro rata* preemptive right in proportion to the aggregate nominal value of the ordinary shares held by such holder. However, under our Articles of Association, any pre-emptive rights of shareholders are fully excluded and no shareholder has any pre-emptive right on any further share issue or any grant of rights to subscribe for shares.

Transfer of Ordinary Shares

Under Dutch law, transfers of ordinary shares (other than in book-entry form) require a written deed of transfer being executed for that purpose in the presence of a Dutch civil law notary and, unless the Company is a party to the deed of transfer, and acknowledgement by or proper service upon the Company to be effective. Our ordinary shares are freely transferable under Dutch law.

Form of Ordinary Shares

Pursuant to our Articles of Association, the ordinary shares are registered shares and legal title to our issued shares is recorded in the register of shareholders. All ordinary shares are registered and are numbered consecutively from 1 onwards. Attached to each ordinary share is a meeting right, a voting right and a right to share in the Company's profits and reserves, in accordance with the provisions of our Articles of Association. Any shareholder's right to receive share certificates in relation to its ordinary shares is excluded to the extent permitted by law and to the extent that the issuance of a share certificate is not required under the rules of any stock exchange on which the ordinary shares are admitted to trading. The Company has the right to issue share certificates representing individual shares (single share certificates) or multiple shares (multiple share certificates).

Purchase and Repurchase of Ordinary Shares

Under Dutch law, the Company itself may not subscribe for newly issued ordinary shares. The Board of Directors may resolve to acquire shares in the share capital of the Company (other than by way of issuance), subject to applicable provisions and restrictions of Dutch law and our Articles of Association. The Company may not, except for no

consideration or under universal title of succession (*onder algemene titel*), acquire fully paid up shares when the acquisition price cannot be paid out of the distributable reserves of the Company or when the Board of Directors knows or should reasonably be able to foresee that the Company cannot proceed to pay its payable debts after the acquisition.

Squeeze-Out of Shareholders

Pursuant to the Dutch Civil Code, a shareholder or a holder of depositary receipts holding at least 95% of issued share capital of a Dutch private company with limited liability for his/her own account may initiate proceedings against the other shareholders/holders of depositary receipts of such company for the transfer of their shares. These proceedings can be initiated by means of a writ of summons served upon each of the other shareholders/holders of depositary receipts, and shall be held before the Enterprise Chamber in accordance with the provisions of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*). The claim for such squeeze-out may be granted by the Enterprise Chamber in relation to all minority shareholders/holders of depositary receipts. The Enterprise Chamber shall determine the price to be paid for the shares, and if necessary, one or three experts shall be appointed who will offer an opinion on the value to be paid for the shares of the minority shareholders/holders of depositary receipts to the Enterprise Chamber. If the order to transfer the shares becomes final, written notice of the date, place of payment and the price shall be given by the acquiror to the holders of the shares that shall be acquired. In case one or more addresses of such holders are unknown to the acquiror, the majority holder is required to publish the same in a daily, nationwide newspaper.

Capital Reduction

At a general meeting, our shareholders may resolve to reduce our issued share capital by (i) cancelling ordinary shares or (ii) reducing the amount of the ordinary shares by amending our Articles of Association, provided that at least one share shall be held by a person other than and for the account of the Company or a subsidiary. In either case, this reduction would be subject to applicable statutory provisions. A resolution to cancel shares may only relate to (i) shares held by the Company or in respect of which the Company holds the depository receipts, or (ii) all shares of a category or indication, provided that a repayment on shares takes place together with the cancellation. In other cases a resolution to cancel shares can only be passed with the consent of the shareholders involved.

Reduction of the nominal value of shares without repayment shall be effected proportionally to all ordinary shares. Such requirement of proportionality may be abandoned if all shareholders involved consent.

Shareholder Meetings

As a rule, general meetings are held in either Rotterdam, Amsterdam, municipality of Haarlemmermeer (Schiphol Airport), London or New York City. All of our shareholders and others entitled to attend our general meetings are authorized to address the meeting and, in so far as they have such right, to vote, either in person or by proxy.

We will hold at least one general meeting each year, to be held within six months after the end of each financial year.

Our Board of Directors may convene additional extraordinary general meetings at its discretion, subject to the notice requirements described below. Pursuant to Dutch law and our Articles of Association, one or more shareholders and/or others entitled to attend general meetings of shareholders, alone or jointly representing at least 1% of our issued share capital, may request the Board of Directors to convene a general meeting. The Board of Directors shall take the necessary measures so that the general meeting can be held within four weeks after such request has been received, unless a substantial interest (*zwaarwichtig belang*) opposes to this convocation. If in such case the Board of Directors should fail to convene a meeting, in the sense that it should be held within four weeks after the date the above request has been received, then these applicants can be authorized at their request by the Court in summary proceedings to convene the general meeting, subject to the Articles of Association.

The general meeting is convened by a notice, which includes an agenda stating the items to be discussed and the location and time of our general meeting. For the annual general meeting the agenda will include, among other things, the adoption of our annual accounts, the appropriation of its profits or losses and granting discharge to members of the Board of Directors. In addition, the agenda for a general meeting includes such additional items as determined by our Board of Directors. Pursuant to Dutch law and our Articles of Association, one or more shareholders and/or others entitled to attend general meetings of shareholders, alone or jointly representing at least 3% of the issued share capital, have the right to request the inclusion of additional items on the agenda of shareholders' meetings. Such requests must be made in writing, and may include a proposal for a shareholder resolution, and must be received by us no later than on the 60th day before the day the relevant shareholders' meeting is held. No resolutions will be adopted on items other than those which have been included in the agenda.

The general meeting shall be presided by the chairman of the Board of Directors or, in case no chairman of the Board of Directors has been appointed or this chairman is not present at the meeting, by the in age most senior attending director. In the absence of all directors, our general meeting will appoint its chairman.

Voting Rights and Quorum

In accordance with Dutch law and our Articles of Association, each ordinary share confers the right on the holder thereof to cast one vote at our general meeting. The voting rights attached to any ordinary shares held by the Company or its direct or indirect subsidiaries are suspended, unless the ordinary shares were encumbered with a right of usufruct or a pledge in favor of a party other than us or a direct or indirect subsidiary before such ordinary shares were acquired by us or such a subsidiary, in which case, the other party may be entitled to exercise the voting rights on the ordinary shares. The Company may not exercise voting rights for ordinary shares in respect of which its or a direct or indirect subsidiary has a right of usufruct or a pledge. Voting rights may be exercised by shareholders or by a duly appointed proxy holder of a shareholder, which proxy holder need not be a shareholder. The holder of a usufruct or pledge on shares will have the voting rights attached thereto if so provided for when the usufruct or pledge was created.

Under our Articles of Association, blank votes (votes where no choice has been made) and invalid votes will not be counted as votes cast.

Resolutions of the shareholders are adopted at a general meeting by a majority of votes cast, except where Dutch law or our Articles of Association provide for a special majority in relation to specified resolutions. For specific resolutions, our Articles of Association provide for quorum requirements, *inter alia* for resolutions concerning the amendment of the Articles of Association and the dissolution of the Company (as described below), and subject to any provision of mandatory Dutch law.

Our Board of Directors will keep a record of the resolutions passed at each general meeting.

Amendment of Articles of Association

At a general meeting, at the proposal of our Board of Directors, our general meeting may resolve to amend the Articles of Association. A resolution by the shareholders to amend the Articles of Association requires an absolute majority of the votes cast. However, if a proposal to that effect has not been made by the Board of Directors, such resolution shall only be passed with a majority of at least two-thirds of the valid votes cast at a general meeting, at which at least three quarters of the issued share capital that is entitled to vote is represented. If such quorum is not represented, then a second meeting shall be called, to be held not earlier than three, and not later than six, weeks after the first meeting. This second meeting shall be empowered to pass the resolution with a majority of at least two thirds of the valid votes cast, irrespective of the share capital represented at such meeting.

Dissolution and Liquidation

Our shareholders may at a general meeting, based on a proposal by our Board of Directors, by means of a resolution passed by an absolute majority of the votes cast resolve that the Company will be dissolved. However, if a proposal to that effect has not been made by the Board of Directors, such resolution shall only be passed with a majority of at least two-thirds of the valid votes cast at a general meeting, at which at least three quarters of the issued share capital that is entitled to vote is represented. If such quorum is not represented, then a second meeting shall be called, to be held not earlier than three, and not later than six, weeks after the first meeting. This second meeting shall be empowered to pass the resolution with a majority of at least two thirds of the valid votes cast, irrespective of the share capital represented at such meeting To the extent that any assets remain after payment of all debts, those assets shall be distributed *pro rata* to the holders of ordinary shares.

Dividends and Other Distributions

The Company may only make distributions to its shareholders if its shareholders' equity exceeds the reserves that the Company is required to maintain by law or by the Articles of Association.

Under our Articles of Association, the Board of Directors may resolve to make distributions. Pursuant to and in accordance with a proposal thereto by the Board of Directors, the general meeting may also resolve to make distributions. In that case, and under Dutch law, the Board of Directors has to give its approval to every proposed dividend or other distribution. It may only deny its approval if it knows or reasonably ought to foresee that the corporation, after such dividend or distribution, shall no longer be able to continue the payment of its due and collectable debts.

If, after a distribution, the Company is unable to continue paying its due debts, the Board of Directors shall, with due observance of the provisions of the law, be jointly and severally liable for the deficit created by the distribution. In addition, the person who received the distribution while he knew or should reasonable have foreseen that after the distribution the Company would not be able to continue paying its due debts, shall be liable to the Company for reimbursement of the shortfall caused by the distribution, each for no more than the amount or value of the distribution received by him, with due observance of the provisions of Dutch law. When calculating the distribution of profits, the shares which the Company holds in its capital shall not be taken into account, unless those shares are encumbered with a right of usufruct or a right of pledge, if the pledgee is entitled to the distribution on those shares pursuant to the deed of pledge. In calculating the amount to be paid on each share, only the amount of the obligatory payments on the nominal amount of the shares shall be taken into account.

Shareholders may claim to receive a distribution within five (5) years from the date on which the distribution became payable. Furthermore, distributions can be paid by the Company in cash, in shares, or in kind.

Dutch Financial Reporting Supervision Act

On the basis of the Dutch Financial Reporting Supervision Act (*Wet toezicht financiële verslaggeving*), or the FRSA, the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*), or AFM supervises the application of financial reporting standards by Dutch companies whose securities are listed on a Dutch or foreign stock exchange.

Pursuant to the FRSA, the AFM has an independent right to (i) request an explanation from us regarding our application of the applicable financial reporting standards if, based on the publicly known facts or circumstances, it has reason to doubt that the Company's financial reporting meets such standards and (ii) recommend to us the making available of further explanations. If we do not comply with such a request or recommendation, the AFM may request that the Enterprise Chamber of the Amsterdam Court of Appeal (*Ondernemingskamer*) order us to (i) make available further explanations as recommended by the AFM (ii) provide an explanation of the way we have applied the applicable financial reporting standards to our financial reports or (iii) prepare our financial reports in accordance with the Enterprise Chamber's orders.

Exclusive Forum Provisions in the Articles of Association

Unless, to the extent permitted under applicable laws and regulations, the Company consents in writing to the choice of another forum, the court of Rotterdam shall have exclusive jurisdiction for (i) claims relating to a breach of a (fiduciary) duty by a director, officer, employee or representative of the Company towards the Company and its shareholders; (ii) claims arising from a provision of the Dutch Civil Code, the Company's Articles of Association or the regulation of the Board of Directors; or (iii) claims relating to the internal affairs of the Company.

Unless, to the extent permitted by applicable law or regulation, the Company consents in writing to the choice of another forum, the federal district courts in the United States of America shall have exclusive jurisdiction to resolve claims arising under the Securities Exchange Act 1934, as amended, or the rules or regulations promulgated thereunder.

Listing

We intend to apply to list the ADSs and Tradeable Warrants on the Nasdaq Capital Market under the symbol "RAN" and "RANW" respectively.

Transfer Agent

Our stock transfer agent and warrant agent for our securities is Computershare Trust Company, N.A., located at 9062 Old Annapolis Road, Columbia, MD 21045, and its telephone number is (212) 885-4000.

DESCRIPTION OF AMERICAN DEPOSITARY SHARES

American Depositary Shares

The Bank of New York Mellon, as depositary, will register and deliver ADSs. Each ADS will represent one ordinary share (or a right to receive one ordinary share) and will be deposited with ING Bank N.V., as custodian for the depositary. Each ADS will also represent any other securities, cash or other property that may be held by the depositary. The deposited shares together with any other securities, cash or other property held by the depositary are referred to as the deposited securities. The depositary's office at which the ADSs will be administered and its principal executive office are located at 240 Greenwich Street, New York, New York 10286.

You may hold ADSs either (A) directly (i) by having an American Depositary Receipt, also referred to as an ADR, which is a certificate evidencing a specific number of ADSs, registered in your name, or (ii) by having uncertificated ADSs registered in your name, or (B) indirectly by holding a security entitlement in ADSs through your broker or other financial institution that is a direct or indirect participant in The Depository Trust Company, also called DTC. If you hold ADSs directly, you are a registered ADS holder, also referred to as an ADS holder. This description assumes you are an ADS holder. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADS holders described in this section. You should consult with your broker or financial institution to find out what those procedures are.

Registered holders of uncertificated ADSs will receive statements from the depositary confirming their holdings.

As an ADS holder, we will not treat you as one of our shareholders and you will not have shareholder rights. Dutch law governs shareholder rights. The depositary will be the holder of the shares underlying your ADSs. As a registered holder of ADSs, you will have ADS holder rights. A deposit agreement among us, the depositary, ADS holders and all other persons indirectly or beneficially holding ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the ADSs.

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the entire deposit agreement and the form of ADR. Directions on how to obtain copies of those documents are provided on page __of this prospectus.

Dividends and Other Distributions

How will you receive dividends and other distributions on the shares?

The depositary has agreed to pay or distribute to ADS holders the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, upon payment or deduction of its fees and expenses. You will receive these distributions in proportion to the number of shares your ADSs represent.

Cash. The depositary will convert any cash dividend or other cash distribution we pay on the shares into U.S. dollars, if it can do so on a reasonable basis and can transfer the U.S. dollars to the United States. If that is not possible or if any government approval is needed and cannot be obtained, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid. It will not invest the foreign currency and it will not be liable for any interest.

Before making a distribution, any withholding taxes, or other governmental charges that must be paid will be deducted. See "Material Income Tax Information". The depositary will distribute only whole U.S. dollars and cents and will round fractional cents to the nearest whole cent. *If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some of the value of the distribution.*

Shares. The depositary may distribute additional ADSs representing any shares we distribute as a dividend or free distribution. The depositary will only distribute whole ADSs. It will sell shares which would require it to deliver a fraction of an ADS (or ADSs representing those shares) and distribute the net proceeds in the same way as it does with cash. If the depositary does not distribute additional ADSs, the outstanding ADSs will also represent the new shares. The depositary may sell a portion of the distributed shares (or ADSs representing those shares) sufficient to pay its fees and expenses in connection with that distribution.

Rights to purchase additional shares. If we offer holders of our securities any rights to subscribe for additional shares or any other rights, the depositary may (i) exercise those rights on behalf of ADS holders, (ii) distribute those rights to ADS holders or (iii) sell those rights and distribute the net proceeds to ADS holders, in each case after deduction or upon payment of its fees and expenses. To the extent the depositary does not do any of those things, it will allow the rights to lapse. *In that case, you will receive no value for them.* The depositary will exercise or distribute rights only if we ask it to and provide satisfactory assurances to the depositary that it is legal to do so. If the depositary will exercise rights, it will purchase the securities to which the rights relate and distribute those securities or, in the case of shares, new ADSs representing the new shares, to subscribing ADS holders, but only if ADS holders have paid the exercise price to the depositary. U.S. securities laws may restrict the ability of the depositary to distribute rights or ADSs or other securities issued on exercise of rights to all or certain ADS holders, and the securities distributed may be subject to restrictions on transfer.

Other Distributions. The depositary will send to ADS holders anything else we distribute on deposited securities by any means it thinks is legal, fair and practical. If it cannot make the distribution in that way, the depositary has a choice. It may decide to sell what we distributed and distribute the net proceeds, in the same way as it does with cash. Or, it may decide to hold what we distributed, in which case ADSs will also represent the newly distributed property. However, the depositary is not required to distribute any securities (other than ADSs) to ADS holders unless it receives satisfactory evidence from us that it is legal to make that distribution. The depositary may sell a portion of the distributed securities or property sufficient to pay its fees and expenses in connection with that distribution. U.S. securities laws may restrict the ability of the depositary to distribute securities to all or certain ADS holders, and the securities distributed may be subject to restrictions on transfer.

The depositary is not responsible if it decides that it is unlawful or impractical to make a distribution available to any ADS holders. We have no obligation to register ADSs, shares, rights or other securities under the Securities Act. We also have no obligation to take any other action to permit the distribution of ADSs, shares, rights or anything else to ADS holders. *This means that you may not receive the distributions we make on our shares or any value for them if it is illegal or impractical for us to make them available to you*.

Deposit, Withdrawal and Cancellation

How are ADSs issued?

The depositary will deliver ADSs if you or your broker deposits shares or evidence of rights to receive shares with the custodian. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will register the appropriate number of ADSs in the names you request and will deliver the ADSs to or upon the order of the person or persons that made the deposit.

How can ADS holders withdraw the deposited securities?

You may surrender your ADSs to the depositary for the purpose of withdrawal. Upon payment of its fees and expenses and of any taxes or charges, such as stamp taxes or stock transfer taxes or fees, the depositary will cooperate with the delivery of the shares and any other deposited securities underlying the ADSs to the ADS holder or a person the ADS holder designates at the office of the custodian. The delivery of the underlying share(s) requires a notarial deed to be executed before a Dutch civil law notary. Such civil law notary may require additional formalities to be followed, such as identification, know-your-customer investigation, a legal statement confirming power and authority and any other formalities required under Dutch law. The costs of such notarial deed shall be borne by the party acquiring the relevant ordinary shares. The civil law notary will charge fees for preparing and executing the deed on the basis of an hourly fee. These fees are substantial (starting at USD 1,500 or more depending on the amount of work) but regardless of the amount of shares to be transferred.

Are there any Dutch law requirements for acquiring the deposited securities or other ordinary shares?

As earlier stated, please note that any transfer of ordinary shares by the depositary to any other third party, including a (former) ADS holder requires a notarial deed to be executed before a Dutch civil law notary. Such civil law notary may require additional formalities to be followed, such as identification, know-your-customer investigation, a legal statement confirming power and authority and any other formalities required under Dutch law. The costs of such notarial deed shall be borne by the party acquiring the relevant ordinary shares. Please see above under "*How can ADS holders withdraw the deposited securities?*" for more information on the withdrawal of ADSs and applicable fees.

How do ADS holders interchange between certificated ADSs and uncertificated ADSs?

You may surrender your ADR to the depositary for the purpose of exchanging your ADR for uncertificated ADSs. The depositary will cancel that ADR and will send to the ADS holder a statement confirming that the ADS holder is the registered holder of uncertificated ADSs. Upon receipt by the depositary of a proper instruction from a registered holder of uncertificated ADSs requesting the exchange of uncertificated ADSs for certificated ADSs, the depositary will execute and deliver to the ADS holder an ADR evidencing those ADSs.

Voting Rights

How do you vote?

ADS holders may instruct the depositary how to vote the number of deposited shares their ADSs represent. If we request the depositary to solicit your voting instructions (and we are not required to do so), the depositary will notify you of a shareholders' meeting and send or make voting materials available to you. Those materials will describe the matters to be voted on and explain how ADS holders may instruct the depositary how to vote. For instructions to be valid, they must reach the depositary by a date set by the depositary. The depositary will try, as far as practical, subject to the laws of The Netherlands and the provisions of our Articles of Association or similar documents, to vote or to have its agents vote the shares or other deposited securities as instructed by ADS holders. If we do not request the depositary to solicit your voting instructions, you can still send voting instructions, and, in that case, the depositary may try to vote as you instruct, but it is not required to do so.

Except by instructing the depositary as described above, you will not be able to exercise voting rights unless you surrender your ADSs and withdraw the shares. However, you may not know about the meeting enough in advance to withdraw the shares. In any event, the depositary will not exercise any discretion in voting deposited securities and it will only vote or attempt to vote as instructed.

We cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the shares represented by your ADSs. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions. This means that you may not be able to exercise voting rights and there may be nothing you can do if the shares represented by your ADSs are not voted as you requested.

In order to give you a reasonable opportunity to instruct the depositary as to the exercise of voting rights relating to deposited securities, if we request the depositary to act, we agree to give the depositary notice of any such meeting and details concerning the matters to be voted upon at least 45 days in advance of the meeting date**.**

Fees and Expenses

***Persons depositing or withdrawing shares or ADS holders must pay*:**	***For*:**
$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	Issuance of ADSs, including issuances resulting from a distribution of shares or rights or other property
	Cancellation of ADSs for the purpose of withdrawal, including if the deposit agreement terminates
$.05 (or less) per ADS	Any cash distribution to ADS holders
A fee equivalent to the fee that would be payable if securities distributed to you had been shares and the shares had been deposited for issuance of ADSs	Distribution of securities distributed to holders of deposited securities (including rights) that are distributed by the depositary to ADS holders
$.05 (or less) per ADS per calendar year	Depositary services
Registration or transfer fees	Transfer and registration of shares on our share register to or from the name of the depositary or its agent when you deposit or withdraw shares
Expenses of the depositary	Cable (including SWIFT) and facsimile transmissions (when expressly provided in the deposit agreement)
	Converting foreign currency to U.S. dollars
Taxes and other governmental charges the depositary or the custodian has to pay on any ADSs or shares underlying ADSs, such as stock transfer taxes, stamp duty or withholding taxes	As necessary
Any charges incurred by the depositary or its agents for servicing the deposited securities	As necessary

The depositary collects its fees for delivery and surrender of ADSs directly from investors depositing shares or surrendering ADSs for the purpose of withdrawal or from intermediaries acting for them. The depositary collects fees for making distributions to investors by deducting those fees from the amounts distributed or by selling a portion of distributable property to pay the fees. The depositary may collect its annual fee for depositary services by deduction from cash distributions or by directly billing investors or by charging the book-entry system accounts of participants acting for them. The depositary may collect any of its fees by deduction from any cash distribution payable (or by selling a portion of securities or other property distributable) to ADS holders that are obligated to pay those fees. The depositary may generally refuse to provide fee-attracting services until its fees for those services are paid.

From time to time, the depositary may make payments to us to reimburse us for costs and expenses generally arising out of establishment and maintenance of the ADS program, waive fees and expenses for services provided to us by the depositary or share revenue from the fees collected from ADS holders. In performing its duties under the deposit agreement, the depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the depositary and that may earn or share fees, spreads or commissions.

The depositary may convert currency itself or through any of its affiliates, or the custodian or we may convert currency and pay U.S. dollars to the depositary. Where the depositary converts currency itself or through any of its affiliates, the depositary acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under the deposit agreement and the rate that the depositary or its affiliate receives when buying or selling foreign currency for its own account. The depositary makes no representation that the exchange rate used or obtained by it or its affiliate in any currency conversion under the deposit agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to ADS holders, subject to the depositary's obligation to act without negligence or bad faith. The methodology used to determine exchange rates used in currency

conversions made by the depositary is available upon request. Where the custodian converts currency, the custodian has no obligation to obtain the most favorable rate that could be obtained at the time or to ensure that the method by which that rate will be determined will be the most favorable to ADS holders, and the depositary makes no representation that the rate is the most favorable rate and will not be liable for any direct or indirect losses associated with the rate. In certain instances, the depositary may receive dividends or other distributions from us in U.S. dollars that represent the proceeds of a conversion of foreign currency or translation from foreign currency at a rate that was obtained or determined by us and, in such cases, the depositary will not engage in, or be responsible for, any foreign currency transactions and neither it nor we make any representation that the rate obtained or determined by us is the most favorable rate and neither it nor we will be liable for any direct or indirect losses associated with the rate.

Payment of Taxes

You will be responsible for any taxes or other governmental charges payable on your ADSs or on the deposited securities represented by any of your ADSs. The depositary may refuse to register any transfer of your ADSs or allow you to withdraw the deposited securities represented by your ADSs until those taxes or other charges are paid. It may apply payments owed to you or sell deposited securities represented by your ADSs to pay any taxes owed and you will remain liable for any deficiency. If the depositary sells deposited securities, it will, if appropriate, reduce the number of ADSs to reflect the sale and pay to ADS holders any proceeds, or send to ADS holders any property, remaining after it has paid the taxes.

Tender and Exchange Offers; Redemption, Replacement or Cancellation of Deposited Securities

The depositary will not tender deposited securities in any voluntary tender or exchange offer unless instructed to do so by an ADS holder surrendering ADSs and subject to any conditions or procedures the depositary may establish.

If deposited securities are redeemed for cash in a transaction that is mandatory for the depositary as a holder of deposited securities, the depositary will call for surrender of a corresponding number of ADSs and distribute the net redemption money to the holders of called ADSs upon surrender of those ADSs.

If there is any change in the deposited securities such as a sub-division, combination or other reclassification, or any merger, consolidation, recapitalization or reorganization affecting the issuer of deposited securities in which the depositary receives new securities in exchange for or in lieu of the old deposited securities, the depositary will hold those replacement securities as deposited securities under the deposit agreement. However, if the depositary decides it would not be lawful and practical to hold the replacement securities because those securities could not be distributed to ADS holders or for any other reason, the depositary may instead sell the replacement securities and distribute the net proceeds upon surrender of the ADSs.

If there is a replacement of the deposited securities and the depositary will continue to hold the replacement securities, the depositary may distribute new ADSs representing the new deposited securities or ask you to surrender your outstanding ADSs in exchange for new ADSs identifying the new deposited securities.

If there are no deposited securities underlying ADSs, including if the deposited securities are cancelled, or if the deposited securities underlying ADSs have become apparently worthless, the depositary may call for surrender of those ADSs or cancel those ADSs upon notice to the ADS holders.

Amendment and Termination

How may the deposit agreement be amended?

We may agree with the depositary to amend the deposit agreement and the ADRs without your consent for any reason. If an amendment adds or increases fees or charges, except for taxes and other governmental charges or expenses of the depositary for registration fees, facsimile costs, delivery charges or similar items, or prejudices a substantial right of ADS holders, it will not become effective for outstanding ADSs until 30 days after the depositary notifies ADS holders of the amendment. *At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the ADRs and the deposit agreement as amended.*

How may the deposit agreement be terminated?

The depositary will initiate termination of the deposit agreement if we instruct it to do so. The depositary may initiate termination of the deposit agreement if

- 60 days have passed since the depositary told us it wants to resign but a successor depositary has not been appointed and accepted its appointment;
- we delist the ADSs from an exchange in the United States on which they were listed and do not list the ADSs on another exchange in the United States or make arrangements for trading of ADSs on the U.S. over-the-counter market;
- we delist our shares from an exchange outside the United States on which they were listed and do not list the shares on another exchange outside the United States;
- the depositary has reason to believe the ADSs have become, or will become, ineligible for registration on Form F-6 under the Securities Act of 1933;
- we appear to be insolvent or enter insolvency proceedings;
- all or substantially all the value of the deposited securities has been distributed either in cash or in the form of securities;
- there are no deposited securities underlying the ADSs or the underlying deposited securities have become apparently worthless; or
- there has been a replacement of deposited securities.

If the deposit agreement will terminate, the depositary will notify ADS holders at least 90 days before the termination date. At any time after the termination date, the depositary may sell the deposited securities. After that, the depositary will hold the money it received on the sale, as well as any other cash it is holding under the deposit agreement, unsegregated and without liability for interest, for the pro rata benefit of the ADS holders that have not surrendered their ADSs. Normally, the depositary will sell as soon as practicable after the termination date.

After the termination date and before the depositary sells, ADS holders can still surrender their ADSs and receive delivery of deposited securities, except that the depositary may refuse to accept a surrender for the purpose of withdrawing deposited securities or reverse previously accepted surrenders of that kind that have not settled if it would interfere with the selling process. The depositary may refuse to accept a surrender for the purpose of withdrawing sale proceeds until all the deposited securities have been sold. The depositary will continue to collect distributions on deposited securities, but, after the termination date, the depositary is not required to register any transfer of ADSs or distribute any dividends or other distributions on deposited securities to ADSs holders (until they surrender their ADSs) or give any notices or perform any other duties under the deposit agreement except as described in this paragraph.

Limitations on Obligations and Liability

Limits on our Obligations and the Obligations of the Depositary; Limits on Liability to Holders of ADSs

The deposit agreement expressly limits our obligations and the obligations of the depositary. It also limits our liability and the liability of the depositary. We and the depositary:

- are only obligated to take the actions specifically set forth in the deposit agreement without negligence or bad faith, and the depositary will not be a fiduciary or have any fiduciary duty to holders of ADSs;
- are not liable if we are or it is prevented or delayed by law or by events or circumstances beyond our or its ability to prevent or counteract with reasonable care or effort from performing our or its obligations under the deposit agreement;
- are not liable if we or it exercises discretion permitted under the deposit agreement;
- are not liable for the inability of any holder of ADSs to benefit from any distribution on deposited securities that is not made available to holders of ADSs under the terms of the deposit agreement, or for any special, consequential or punitive damages for any breach of the terms of the deposit agreement;
- have no obligation to become involved in a lawsuit or other proceeding related to the ADSs or the deposit agreement on your behalf or on behalf of any other person;
- may rely upon any documents we believe or it believes in good faith to be genuine and to have been signed or presented by the proper person;
- are not liable for the acts or omissions of any securities depository, clearing agency or settlement system; and
- the depositary has no duty to make any determination or provide any information as to our tax status, or any liability for any tax consequences that may be incurred by ADS holders as a result of owning or holding ADSs or be liable for the inability or failure of an ADS holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit.

  In the deposit agreement, we and the depositary agree to indemnify each other under certain circumstances.

Requirements for Depositary Actions

Before the depositary will deliver or register a transfer of ADSs, make a distribution on ADSs, or permit withdrawal of shares, the depositary may require:

- payment of stock transfer or other taxes or other governmental charges and transfer or registration fees charged by third parties for the transfer of any shares or other deposited securities;

- satisfactory proof of the identity and genuineness of any signature or other information it deems necessary; and
- compliance with regulations it may establish, from time to time, consistent with the deposit agreement, including presentation of transfer documents.

The depositary may refuse to deliver ADSs or register transfers of ADSs when the transfer books of the depositary or our transfer books are closed or at any time if the depositary or we think it advisable to do so.

Your Right to Receive the Shares Underlying your ADSs

ADS holders have the right to cancel their ADSs and withdraw the underlying shares at any time except:

- when temporary delays arise because: (i) the depositary has closed its transfer books or we have closed our transfer books; (ii) the transfer of shares is blocked to permit voting at a shareholders' meeting; or (iii) we are paying a dividend on our shares;
- when you owe money to pay fees, taxes and similar charges; or
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of shares or other deposited securities.

This right of withdrawal may not be limited by any other provision of the deposit agreement.

Direct Registration System

In the deposit agreement, all parties to the deposit agreement acknowledge that the Direct Registration System, also referred to as DRS, and Profile Modification System, also referred to as Profile, will apply to the ADSs. DRS is a system administered by DTC that facilitates interchange between registered holding of uncertificated ADSs and holding of security entitlements in ADSs through DTC and a DTC participant. Profile is a feature of DRS that allows a DTC participant, claiming to act on behalf of a registered holder of uncertificated ADSs, to direct the depositary to register a transfer of those ADSs to DTC or its nominee and to deliver those ADSs to the DTC account of that DTC participant without receipt by the depositary of prior authorization from the ADS holder to register that transfer.

In connection with and in accordance with the arrangements and procedures relating to DRS/Profile, the parties to the deposit agreement understand that the depositary will not determine whether the DTC participant that is claiming to be acting on behalf of an ADS holder in requesting registration of transfer and delivery as described in the paragraph above has the actual authority to act on behalf of the ADS holder (notwithstanding any requirements under the Uniform Commercial Code). In the deposit agreement, the parties agree that the depositary's reliance on and compliance with instructions received by the depositary through the DRS/Profile system and in accordance with the deposit agreement will not constitute negligence or bad faith on the part of the depositary.

Shareholder Communications; Inspection of Register of Holders of ADSs

The depositary will make available for your inspection at its office all communications that it receives from us as a holder of deposited securities that we make generally available to holders of deposited securities. The depositary will send you copies of those communications or otherwise make those communications available to you if we ask it to. You have a right to inspect the register of holders of ADSs, but not for the purpose of contacting those holders about a matter unrelated to our business or the ADSs.

Jury Trial Waiver

The deposit agreement provides that, to the extent permitted by law, ADS holders waive the right to a jury trial of any claim they may have against us or the depositary arising out of or relating to our shares, the ADSs or the deposit agreement, including any claim under the U.S. federal securities laws. If we or the depositary opposed a jury trial

demand based on the waiver, the court would determine whether the waiver was enforceable in the facts and circumstances of that case in accordance with applicable case law.

You will not, by agreeing to the terms of the deposit agreement, be deemed to have waived our or the depositary's compliance with U.S. federal securities laws or the rules and regulations promulgated thereunder.

COMPARISON OF DUTCH CORPORATE LAW AND U.S. CORPORATE LAW

The following comparison between Dutch corporate law, which applies to us, and Delaware corporation law, the law under which many publicly listed corporations in the United States are incorporated, discusses additional matters not otherwise described in this prospectus. Although we believe this summary is materially accurate, the summary is subject to Dutch law, including Book 2 of the Dutch Civil Code and the DCGC and Delaware corporation law, including the Delaware General Corporation Law.

Corporate Governance

Duties of executive and non-executive directors

The Netherlands. We have a one-tier board structure consisting of one or more executive directors and one or more non-executive directors.

Under Dutch law, the Board of Directors as a collective is responsible for the management and the strategy, policy and operations of the company. The executive directors manage our day-to-day business and operations and implement our strategy. The non-executive directors focus on the supervision on the policy and functioning of the performance of the duties of all directors and our general state of affairs. The Board of Directors may divide their tasks among themselves in or pursuant to the internal rules applicable to the Board of Directors. Each director has a statutory duty to act in the corporate interest of the Company and its business. Under Dutch law, the corporate interest extends to the interests of all corporate stakeholders, such as shareholders, creditors, employees, customers and suppliers. The duty to act in the corporate interest of the Company also applies in the event of a proposed sale or break-up of the Company, provided that the circumstances generally dictate how such duty is to be applied and how the respective interests of various groups of stakeholders should be weighed.

Our Board of Directors is entitled to represent the Company. The power to represent the Company also accrues to two executive directors acting jointly.

Delaware. The board of directors bears the ultimate responsibility for managing the business and affairs of a corporation. In discharging this function, directors of a Delaware corporation owe fiduciary duties of care and loyalty to the corporation and to its stockholders. Delaware courts have decided that the directors of a Delaware corporation are required to exercise informed business judgment in the performance of their duties. Informed business judgment means that the directors have informed themselves of all material information reasonably available to them. Delaware courts have also imposed a heightened standard of conduct upon directors of a Delaware corporation who take any action designed to defeat a threatened change in control of the corporation. In addition, under Delaware law, when the board of directors of a Delaware corporation approves the sale or break-up of a corporation, the board of directors may, in certain circumstances, have a duty to obtain the highest value reasonably available to the stockholders.

Director Terms

The Netherlands.

The general meeting shall at all times be entitled to suspend or dismiss a director. Under our Articles of Association, the general meeting may only adopt a resolution to dismiss such director by at least a two-thirds majority of the votes cast, provided that such majority represents more than half of the issued share capital. If a director is suspended and the general meeting does not resolve to dismiss him or her within three months from the date of such suspension, the suspension shall lapse.

Delaware. The Delaware General Corporation Law generally provides for a one-year term for directors, but permits directorships to be divided into up to three classes with up to three-year terms, with the years for each class expiring in different years, if permitted by the certificate of incorporation, an initial bylaw or a bylaw adopted by the stockholders. A director elected to serve a term on a "classified" board may not be removed by stockholders without cause. There is no limit in the number of terms a director may serve.

Director Vacancies

The Netherlands. Under Dutch law, directors are appointed and reappointed by the general meeting. The general meeting shall appoint directors and shall at all times have power to suspend or dismiss any director. Resolutions of the general meeting to dismiss a director can only be passed by a majority of at least two-third of the valid votes, provided that this majority exceeds fifty per cent (50%) of the issued share capital of the Company. The Board of Directors shall at all times have power to suspend any executive director. A director shall be given the opportunity to account for its actions in the general meeting during which its suspension or dismissal is discussed and have an adviser assist him therein.

Under Dutch law and our Articles of Association, it is provided that natural persons as well as legal entities shall be capable of holding the office of executive director. However, only natural persons can be appointed as non-executive director. Under Dutch law, the chairmanship of the Board of Directors, the making of a nomination to appoint a director and the determination of the remuneration of executive directors cannot be assigned to an executive director. Specifically for the one-tier board, the DCGC provides that the Board of Directors must consist of more non-executive directors than executive directors.

Delaware. The Delaware General Corporation Law provides that vacancies and newly created directorships may be filled by a majority of the directors then in office (even though less than a quorum) unless (i) otherwise provided in the certificate of incorporation or bylaws of the corporation or (ii) the certificate of incorporation directs that a particular class of stock is to elect such director, in which case any other directors elected by such class, or a sole remaining director elected by such class, will fill such vacancy.

Conflict-of-Interest Transactions

The Netherlands. Under Dutch law and our Articles of Association, our directors shall not participate in any discussion or decision-making that involves a subject or transaction in relation to which he or she has a direct or indirect personal interest which conflicts with that of the Company and the business enterprise connected with it. Such a conflict of interest would generally arise if the director concerned is unable to serve our interests and the business connected with it with the required level of integrity and objectivity due to the existence of the conflicting personal interest.

The DCGC provides the following best practice recommendations in relation to conflicts of interests in respect of directors:

- A director should report any potential conflict of interest in a transaction that is of material significance to the company and/or to such person to the other directors of the company without delay. The director should provide all relevant information in that regard, including the information relevant to the situation concerning his or her spouse, registered partner or other life companion, foster child and relatives by blood or marriage up to the second degree.

- The Board of Directors should decide, outside the presence of the relevant director, whether there is a conflict of interest.

- All transactions in which there are conflicts of interest with directors should be agreed on terms that are customary in the market.

- Decisions to enter into transactions in which there are conflicts of interest with directors that are of material significance to the company and/or to the relevant directors should require the approval of the Board of Directors. Such transactions should be published in the annual board report.

Delaware. The Delaware General Corporation Law generally permits transactions involving a Delaware corporation and an interested director of that corporation if:

- the material facts as to the director's relationship or interest are disclosed and a majority of disinterested directors consent;

- the material facts are disclosed as to the director's relationship or interest and a majority of shares entitled to vote thereon consent; or

- the transaction is fair to the corporation at the time it is authorized by the Board of Directors, a committee of the Board of Directors or the stockholders.

Proxy Voting by Directors

The Netherlands. An absent director may issue a proxy for a specific board meeting but only to another director in writing or by electronic means.

Delaware. A director of a Delaware corporation may not issue a proxy representing the director's voting rights as a director.

Shareholder Rights

Voting Rights

The Netherlands. In accordance with Dutch law and our Articles of Association, each issued ordinary share confers the right to cast one vote at the general meeting. No votes may be cast on shares that are held by us or our direct or indirect subsidiaries or on shares for which we or our subsidiaries hold depository receipts. Nonetheless, the holders of a right of usufruct (*vruchtgebruik*) and the holders of a right of pledge (*pandrecht*) in respect of shares held by us or our subsidiaries in our share capital are not excluded from the right to vote on such shares, if the right of usufruct (*vruchtgebruik*) or the right of pledge (*pandrecht*) was granted prior to the time such shares were acquired by us or any of our subsidiaries. Neither we nor any of our subsidiaries may cast votes in respect of a share on which we or such subsidiary holds a right of usufruct (*vruchtgebruik*) or a right of pledge (*pandrecht*).

In accordance with our Articles of Association, for each general meeting, the Board of Directors may determine that a record date will be applied in order to establish which shareholders are entitled to attend and vote at the general meeting. Such record date shall be the 28th day prior to the day of the general meeting. The record date and the manner in which shareholders can register and exercise their rights will be set out in the notice of the meeting which must be published on the website of the Company at least 42 days prior to the meeting (and such notice may therefore be published after the record date for such meeting).

Delaware. Under the Delaware General Corporation Law, each stockholder is entitled to one vote per share of stock, unless the certificate of incorporation provides otherwise. In addition, the certificate of incorporation may provide for cumulative voting at all elections of directors of the corporation, or at elections held under specified circumstances. Either the certificate of incorporation or the bylaws may specify the number of shares and/or the amount of other securities that must be represented at a meeting in order to constitute a quorum, but in no event will a quorum consist of less than one-third of the shares entitled to vote at a meeting.

Stockholders as of the record date for the meeting are entitled to vote at the meeting, and the board of directors may fix a record date that is no more than 60 nor less than 10 days before the date of the meeting, and if no record date is set then the record date is the close of business on the day next preceding the day on which notice is given, or if notice is waived then the record date is the close of business on the day next preceding the day on which the meeting is held. The determination of the stockholders of record entitled to notice or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, but the board of directors may fix a new record date for the adjourned meeting.

Shareholder Proposals

The Netherlands. Pursuant to our Articles of Association, extraordinary general meetings will be held whenever required under Dutch law or whenever our Board of Directors deems such to be appropriate or necessary. Pursuant to Dutch law, one or more shareholders or others with meeting rights under Dutch law representing at least one-hundredth of the issued share capital may request us to convene a general meeting, setting out in detail the matters to be discussed. If our Board of Directors has not taken the steps necessary to ensure that such a meeting can be held within four weeks after the request, the requesting party or parties may, on their application, be authorized by the competent Dutch court in preliminary relief proceedings to convene a general meeting.

Also, the agenda for a general meeting shall include such items requested by one or more shareholders, and others entitled to attend general meetings, representing at least 3% of the issued share capital, except where the articles of association state a lower percentage. Our Articles of Association do not state such lower percentage. Requests must be made in writing and received by the chairman of the Board of Directors at least 60 days before the day of the meeting.

In accordance with the DCGC and our Articles of Association, shareholders having the right to put an item on the agenda under the rules described above shall exercise such right only after consulting our Board of Directors in that respect. If one or more shareholders intend to request that an item be put on the agenda that may result in a change in our strategy (for example, the removal of directors), our Board of Directors must be given the opportunity to invoke a reasonable period to respond to such intention. Such period shall not exceed 180 days (or such other period as may be stipulated for such purpose by Dutch law and/or the DCGC from time to time). If invoked, our Board of Directors must use such response period for further deliberation and constructive consultation, in any event with the shareholders concerned, and shall explore the alternatives. At the end of the response time, our Board of Directors shall report on this consultation and the exploration of alternatives to our general meeting. The response period may be invoked only once for any given general meeting and shall not apply (a) in respect of a matter for which a response period has been previously invoked; or (b) if a shareholder holds at least 75% of our issued share capital as a consequence of a successful public bid. The response period may also be invoked in response to shareholders or others with meeting rights under Dutch law requesting that a general meeting be convened, as described above.

Moreover, our Board of Directors can invoke a cooling-off period of up to 250 days when shareholders, using their right to have items added to the agenda for a general meeting or their right to request a general meeting, propose an agenda item for our general meeting to dismiss, suspend or appoint one or more directors (or to amend any provision in our Articles of Association dealing with those matters) or when a public offer for our Company is made or announced without our support, provided, in each case,

that our Board of Directors believes that such proposal or offer materially conflicts with the interests of our Company and its business. During a cooling-off period, our general meeting cannot dismiss, suspend or appoint directors (or amend the provisions in our Articles of Association dealing with those matters) except at the proposal of our Board of Directors. During a cooling-off period, our Board of Directors must gather all relevant information necessary for a careful decision-making process and at least consult with shareholders representing 3% or more of our issued share capital at the time the cooling-off period was invoked, as well as with our Dutch works council (if we or, under certain circumstances, any of our subsidiaries would have one). Formal statements expressed by these stakeholders during such consultations must be published on our website to the extent these stakeholders have approved that publication. Ultimately one week following the last day of the cooling-off period, our Board of Directors must publish a report in respect of its policy and conduct of affairs during the cooling-off period on our website. This report must remain available for inspection by shareholders and others with meeting rights under Dutch law at our office and must be tabled for discussion at the next general meeting. Shareholders representing at least 3% of our issued share capital may request the Enterprise Chamber for early termination of the cooling-off period. The Enterprise Chamber must rule in favor of the request if the shareholders can demonstrate that:

- our Board of Directors, in light of the circumstances at hand when the cooling-off period was invoked, could not reasonably have concluded that the relevant proposal or hostile offer constituted a material conflict with the interests of our company and its business;
- our Board of Directors cannot reasonably believe that a continuation of the cooling-off period would contribute to careful policy-making; or
- other defensive measures, having the same purpose, nature and scope as the cooling-off period, have been activated during the cooling-off period and have not since been terminated or suspended within a reasonable period at the relevant shareholders' request (i.e., no 'stacking' of defensive measures).

Delaware. Delaware law does not specifically grant stockholders the right to bring business before an annual or special meeting. However, if a Delaware corporation is subject to the SEC's proxy rules, a stockholder who owns at least $2,000 in market value, or 1% of the corporation's securities entitled to vote, may propose a matter for a vote at an annual or special meeting in accordance with those rules.

Action by Written Consent

The Netherlands. Under Dutch law, shareholders' resolutions may be adopted in writing without holding a meeting of shareholders, provided that the resolution is adopted unanimously by all shareholders that are entitled to vote. The requirement of unanimity renders the adoption of shareholder resolutions without holding a meeting not feasible for us as a publicly traded Company.

Delaware. Although permitted by Delaware law, publicly listed companies do not typically permit stockholders of a corporation to take action by written consent.

Appraisal Rights

The Netherlands. Subject to certain exceptions, Dutch law does not recognize the concept of appraisal or dissenters' rights. However, Dutch law does provide for squeeze-out procedures as described under "Description of Share Capital and Articles of Association of our Company - Squeeze-Out of Shareholders." Also, Dutch law provides for cash exit rights in certain situations for dissenting shareholders of a company organized under Dutch law entering into certain types of mergers. In those situations, a dissenting shareholder may file a claim with the Dutch company for compensation. Such compensation shall then be determined by one or more independent experts. The shares of such a shareholder that are subject to such claim will cease to exist as of the moment of entry into effect of the merger.

Delaware. The Delaware General Corporation Law provides for stockholder appraisal rights, or the right to demand payment in cash of the judicially determined fair value of the stockholder's shares, in connection with certain mergers and consolidations.

Shareholder Suits

The Netherlands. In the event a third party is liable to a Dutch company, only the company itself can bring a civil action against that party. The individual shareholders do not have the right to bring an action on behalf of the company. Only in the event that the cause for the liability of a third party to the company also constitutes a tortious act directly against a shareholder does that shareholder have an individual right of action against such third party in its own name. Dutch law provides for the possibility to initiate such actions collectively, in which a foundation or an association can act as a class representative and has standing to commence proceedings and claim damages if certain criteria are met. The court will first determine if those criteria are met. If so, the case will go forward as a class action on the merits after a period allowing class members to opt out from the case has lapsed. All members of the class who are residents of The Netherlands and who did not opt out will be bound to the outcome of the case. Residents of other countries must actively opt in in order to be able to benefit from the class action. The defendant is not required to file defenses on the merits prior to the merits phase having commenced. It is possible for the parties to reach a settlement during the merits phase. Such a settlement can be approved by the court, which approval will then bind the members of the class, subject to a second opt-out. This new regime applies to claims brought after January 1, 2020 and which relate to certain events that occurred prior to that date. For other matters, the old Dutch class actions regime will apply. Under the old regime, no monetary damages can be sought. Also, a judgment rendered under the old regime will not bind individual class members. Even though Dutch law does not provide for derivative suits, directors and officers can still be subject to liability under U.S. securities laws.

Under our Articles of Association, except as otherwise consented to by the company, the federal district courts in the United States of America shall have exclusive jurisdiction to resolve claims arising under the US Securities Exchange Act of 1934, as amended, or the rules or regulations promulgated thereunder.

Delaware. Under the Delaware General Corporation Law, a stockholder may bring a derivative action on behalf of the corporation to enforce the rights of the corporation. An individual also may commence a class action suit on behalf of himself and other similarly situated stockholders where the requirements for maintaining a class action under Delaware law have been met. A person may institute and maintain such a suit only if that person was a stockholder at the time of the transaction which is the subject of the suit. In addition, under Delaware case law, the plaintiff normally must be a stockholder at the time of the transaction that is the subject of the suit and throughout the duration of the derivative suit.

Delaware law also requires that the derivative plaintiff make a demand on the directors of the corporation to assert the corporate claim before the suit may be prosecuted by the derivative plaintiff in court, unless such a demand would be futile.

Repurchase of Shares

The Netherlands. Under Dutch law, when issuing shares, our Company may not subscribe for newly issued shares in its own capital. Our Company may, however, subject to certain restrictions of Dutch law and the Articles of Association, acquire shares in its own capital. A listed company such as ours may acquire fully paid shares in its own capital at any time for no valuable consideration. Furthermore, subject to certain provisions of Dutch law and its articles of association, such company may not repurchase fully paid shares in its own capital if the acquisition price cannot be paid out of the distributable reserves or when the Board of Directors knows or should reasonably be able to foresee that the company cannot proceed to pay its payable debts after such acquisition. If, following such acquisition, the company is unable to continue paying its due debts other than for no consideration, the directors who knew or reasonably should have foreseen such shortfall at the time of the acquisition are jointly and severally liable to the

company for compensation of the deficit caused by the acquisition. Such a company may only acquire its own shares if its general meeting has granted the Board of Directors the authority to effect such acquisitions.

Delaware. Under the Delaware General Corporation Law, a corporation may purchase or redeem its own shares unless the capital of the corporation is impaired or the purchase or redemption would cause an impairment of the capital of the corporation. A Delaware corporation may, however, purchase or redeem out of capital any of its preferred shares or, if no preferred shares are outstanding, any of its own shares if such shares will be retired upon acquisition and the capital of the corporation will be reduced in accordance with specified limitations.

Anti-Takeover Provisions

The Netherlands. Under Dutch law, various protective measures are possible and permissible within the boundaries set by Dutch law and Dutch case law. In this respect, certain provisions of our Articles of Association may make it more difficult for a third party to acquire control of us or effect a change in our Board of Directors. These provisions include:

- a provision that our directors may only be dismissed by the general meeting by a two-thirds majority of votes cast representing more than half of our issued share capital;
- that certain matters, including an amendment of our Articles of Association, require a proposal by the Board of Directors, or a qualified majority in the general meeting; and
- a provision that the authority to issue shares or grant rights to subscribe for shares in the share capital of the Company may be delegated to the Board of Directors. Such delegation has taken place by a shareholders' resolution dated April 26, 2023.

In addition, Dutch law allows for staggered multi-year terms of our directors, as a result of which only part of our directors may be subject to appointment or re-appointment in any one year.

Furthermore, our Board of Directors may, under certain circumstances invoke a reasonable period of up to 180 days to respond to certain shareholder proposals or a statutory cooling-off period of up to 250 days to respond to certain shareholder proposals or a hostile bid. See above under "*Shareholder Proposals*."

Delaware. In addition to other aspects of Delaware law governing fiduciary duties of directors during a potential takeover, the Delaware General Corporation Law also contains a business combination statute that protects Delaware companies from hostile takeovers and from actions following the takeover by prohibiting some transactions once an acquirer has gained a significant holding in the corporation.

Section 203 of the Delaware General Corporation Law prohibits "business combinations," including mergers, sales and leases of assets, issuances of securities and similar transactions by a corporation or a subsidiary with an interested stockholder that beneficially owns 15% or more of a corporation's voting stock, within three years after the person becomes an interested stockholder, unless:

- the transaction that will cause the person to become an interested stockholder is approved by the board of directors of the target prior to the transactions;
- after the completion of the transaction in which the person becomes an interested stockholder, the interested stockholder holds at least 85% of the voting stock of the corporation not including shares owned by persons who are directors and officers of interested stockholders and shares owned by specified employee benefit plans; or
- after the person becomes an interested stockholder, the business combination is approved by the board of directors of the corporation and holders of at least 66.67% of the outstanding voting stock, excluding shares held by the interested stockholder.

A Delaware corporation may elect not to be governed by Section 203 by a provision contained in the original certificate of incorporation of the corporation or an amendment to the original certificate of incorporation or to the bylaws of the company, which amendment must be approved by a majority of the shares entitled to vote and may not be further amended by the board of directors of the corporation. Such an amendment is not effective until 12 months following its adoption.

Inspection of Books and Records

The Netherlands. The Board of Directors provides the general meeting, within a reasonable amount of time, all information that the shareholders require for the exercise of their powers, unless this would be contrary to an overriding interest of our Company. If the Board of Directors invokes such an overriding interest, it must give reasons.

Delaware. Under the Delaware General Corporation Law, any stockholder may inspect for any proper purpose certain of the corporation's books and records during the corporation's usual hours of business.

Dismissal of Directors

The Netherlands. Under our Articles of Association, the general meeting shall at all times be entitled to dismiss a director. The general meeting may only adopt a resolution to dismiss a director by at least a two-thirds majority of the votes cast, provided that such majority represents more than half of the issued share capital.

Delaware. Under the Delaware General Corporation Law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except (i) unless the certificate of incorporation provides otherwise, in the case of a corporation whose board is classified, stockholders may effect such removal only for cause, or (ii) in the case of a corporation having cumulative voting, if less than the entire board is to be removed, no director may be removed without cause if the votes cast against such director's removal would be sufficient to elect such director if then cumulatively voted at an election of the entire board of directors, or, if there are classes of directors, at an election of the class of directors of which he or she is a part.

Issuance of Shares

The Netherlands. Under Dutch law, a company's general meeting is the corporate body authorized to resolve on the issuance of shares and the granting of rights to subscribe for shares. Under our Articles of Association, the general meeting may delegate such authority to another corporate body of the company, such as the Board of Directors. However, the general meeting may revoke such delegation at any given time.

By resolution of the general meeting dated April 26, 2023, our Board of Directors has been authorized to issue shares or grant rights to subscribe for shares. We may not subscribe for our own shares on issue. A share issue is effective as of the moment of the execution of a notarial deed of issuance of shares before a Dutch notary.

Delaware. All creation of shares require the board of directors to adopt a resolution or resolutions, pursuant to authority expressly vested in the board of directors by the

provisions of the company's certificate of incorporation.

Preemptive Rights

The Netherlands. Under Dutch law, generally, in the event of an issuance of shares, each shareholder will have a pro rata preemptive right in proportion to the aggregate nominal value of the shares held by such holder (with the exception of shares to be issued to employees or shares issued against a contribution other than in cash or pursuant to the exercise of a previously acquired right to subscribe for shares). However, under our Articles of Association, the preemptive rights in respect of newly issued shares is excluded.

Delaware. Under the Delaware General Corporation Law, stockholders have no preemptive rights to subscribe for additional issues of stock or to any security convertible into such stock unless, and to the extent that, such rights are expressly provided for in the certificate of incorporation.

Dividends

The Netherlands. Dutch law provides that dividends (if it concerns a distribution of profits) may be distributed after adoption of the annual accounts by the general meeting from which it appears that such dividend distribution is allowed. Moreover, dividends may be distributed, whether as a distribution of profits or of freely distributable reserves, only to the extent the shareholders' equity exceeds the amount of the paid-in and called-up issued share capital and the reserves that must be maintained under the law or the articles of association. Interim dividends may be declared as provided in the Articles of Association and may be distributed to the extent that the shareholders' equity exceeds the amount of the paid-in and called-up issued share capital plus any reserves as described above as apparent from our consolidated interim financial statements prepared under Dutch law. A resolution to make a distribution shall not take effect as long as the Board of Directors has not given its approval. The Board of Directors shall only refuse such approval if it is aware, or should reasonably foresee, that after such distribution the Company will not be able to continue to pay its due and payable debts.

Under our Articles of Association, our Board of Directors, may decide that all or part of the profits are carried to reserves or are viable for distribution on the shares, subject to restrictions of Dutch law. Our general meeting may also resolve to make distributions, based on and in accordance with a proposal to that effect by the Board of Directors. Claims to dividends and other distributions not made within five years from the date that such dividends or distributions became payable will lapse and any such amounts will be considered to have been forfeited to us (*verjaring*).

Delaware. Under the Delaware General Corporation Law, a Delaware corporation may pay dividends out of its surplus (the excess of net assets over capital), or in case there is no surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year (provided that the amount of the capital of the corporation is not less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets). In determining the amount of surplus of a Delaware corporation, the assets of the corporation, including stock of subsidiaries owned by the corporation, must be valued at their fair market value as determined by the board of directors, without regard to their historical book value. Dividends may be paid in the form of common stock, property or cash.

Shareholder Vote on Certain Reorganizations

The Netherlands.

Under Dutch law, in principle, the adoption of certain resolutions by the general meeting, including resolutions approving an amendment of the articles of association or dissolution, requires the affirmative vote of the persons permitted to cast votes at a general meeting at which a quorum is present (and subject to the relevant needed majority). The general meeting needs to approve of any merger of demerger of the company. No approval of the general meeting is in principle needed for a resolution of the Board of Directors to transfer the business or virtually the entire business of the company to a third party, provided however that such a transfer could present a breach of fiduciary duty of the Board of Directors.

Delaware. Under the Delaware General Corporation Law, the vote of a majority of the outstanding shares of capital stock entitled to vote thereon generally is necessary to approve a merger or consolidation or the sale of all or substantially all of the assets of a corporation. The Delaware General Corporation Law permits a corporation to include in its certificate of incorporation a provision requiring for any corporate action the vote of a larger portion of the stock or of any class or series of stock than would otherwise be required.

Under the Delaware General Corporation Law, no vote of the stockholders of a surviving corporation to a merger is needed, however, unless required by the certificate of incorporation, if (i) the agreement of merger does not amend in any respect the certificate of incorporation of the surviving corporation, (ii) the shares of stock of the surviving corporation are not changed in the merger and (iii) the number of shares of common stock of the surviving corporation into which any other shares, securities or obligations to be issued in the merger may be converted does not exceed 20% of the surviving corporation's common stock outstanding immediately prior to the effective date of the merger. In addition, stockholders may not be entitled to vote in certain mergers with other corporations that own 90% or more of the outstanding shares of each class of stock of such corporation, but the stockholders will be entitled to appraisal rights.

Remuneration of the Board of Directors

The Netherlands. Under Dutch law and our Articles of Association, we must adopt a compensation policy for our Board of Directors. Such remuneration policy and any changes thereto shall require the adoption by the general meeting. The remuneration policy shall be proposed for approval by the general meeting at least once every four years. A resolution to approve the remuneration policy requires a majority of at least 75% of the votes cast. The Board of Directors determines the remuneration of individual directors with due observance of the remuneration policy. Annually, our remuneration report detailing the implementation of our remuneration policy over the financial year concerned will be put to the general meeting for an advisory vote. Our executive directors may not participate in the discussions or decision-making regarding the remuneration of executive directors. A proposal with respect to remuneration schemes in the form of shares or rights to shares in which directors may participate is subject to approval by our general meeting. Such a proposal must set out at least the maximum number of shares or rights to subscribe for shares to be granted to the Board of Directors and the criteria for granting or amendment.

Delaware. Under the Delaware General Corporation Law, the stockholders do not generally have the right to approve the compensation policy for directors or the senior management of the corporation, although certain aspects of the compensation policy may be subject to stockholder vote due to the provisions of U.S. federal securities and tax law.

MATERIAL INCOME TAX INFORMATION

Material Dutch Tax Income Tax Considerations

The following are the material Dutch tax consequences of the acquisition, ownership and disposal of the ADSs, and, to the extent it relates to legal conclusions under current Dutch tax law. This does not purport to set forth all possible tax considerations or consequences that may be relevant to all categories of investors, some of which may be subject to special treatment under applicable law (such as trusts or other similar arrangements), and in view of its general nature, it should be treated with corresponding caution.

Holders or prospective holders of ADSs should consult with their tax advisors with regard to the tax consequences of investing in the ADSs in their particular circumstances.

Please note that this section does not set forth the tax considerations for:

- Holders of ADSs if such holders, and in the case of individuals, his/her partner or certain relatives by blood or marriage in the direct line (including foster children), have a substantial interest (*aanmerkelijk belang*) or a deemed substantial interest (*fictief aanmerkelijk belang*) in us under the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*). A holder of ADSs in a Company is considered to hold a substantial interest in such Company if such holder alone or, in the case of individuals, together with his/her partner (as defined in the Dutch Income Tax Act 2001), directly or indirectly holds (i) an interest of 5% or more of the total issued and outstanding capital of that Company or of 5% or more of the issued and outstanding capital of a certain class of shares of that Company; or (ii) rights to acquire, directly or indirectly, such interest; or (iii) certain profit sharing rights in that Company that relate to 5% or more of the Company's annual profits and/or to 5% or more of the Company's liquidation proceeds. A deemed substantial interest may arise if a substantial interest (or part thereof) in a Company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;

- A holder of ADSs that is not an individual for which its shareholdings qualify or qualified as a participation (*deelneming*) for purposes of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*). A taxpayer's shareholding of 5% or more in a Company's nominal paid-up share capital (or, in certain cases, in voting rights) qualifies as a participation. A holder may also have a participation if such holder does not have a shareholding of 5% or more but a related entity (*verbonden lichaam*) has a participation or if the Company in which the shares are held is a related entity (*verbonden lichaam*);

- Holders of ADS who are individuals for whom the ADSs or any benefit derived from the ADSs are a remuneration or deemed to be a remuneration for (employment) activities performed by such holders or certain individuals related to such holders (as defined in the Dutch Income Tax Act 2001); and

- Pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) and other entities that are, in whole or in part, not subject to or exempt from corporate income tax in the Netherlands, as well as entities that are exempt from corporate income tax in their country of residence, such country of residence being another state of the European Union, Norway, Liechtenstein, Iceland or any other state with which the Netherlands have agreed to exchange information in line with international standards.

Except as otherwise indicated, this section only addresses Dutch national tax legislation and published regulations, whereby the Netherlands and Dutch law means the part of the Kingdom of the Netherlands located in Europe and its law, respectively, as in effect on the date hereof and as interpreted in published case law until this date, without prejudice to any amendment introduced (or to become effective) at a later date and/or implemented with or without retroactive effect. The applicable tax laws or interpretations thereof may change, or the relevant facts and circumstances may change, and such changes may affect the contents of this section, which will not be updated to reflect any such changes.

Dividend Withholding Tax

RanMarine is generally required to withhold Dutch dividend withholding tax at a rate of 15% on dividends distributed by it. We are required to withhold such Dutch dividend withholding tax at source (which dividend withholding tax will not be borne by us but will be withheld by us from the gross dividends paid).

Dividends distributed by us to individuals and corporate legal entities who are resident or deemed to be resident in the Netherlands for Dutch (corporate) income tax purposes ("Dutch Resident Individuals" and "Dutch Resident Entities," as the case may be) or to holders of ADSs that are neither resident nor deemed to be resident of the Netherlands if the ADSs are attributable to a Dutch permanent establishment of such non-resident holder are generally subject to Dutch dividend withholding tax at a rate of 15%. The expression "dividends distributed" includes, but is not limited to:

- Distributions in cash or in kind, deemed and constructive distributions and repayments of paid-in capital not recognized for Dutch dividend withholding tax purposes;

- Liquidation proceeds, proceeds of redemption of shares, or proceeds of the repurchase of shares by us or one of our subsidiaries or other affiliated entities to the extent such proceeds exceed the average paid-in capital of those shares as recognized for purposes of Dutch dividend withholding tax, unless, in case of a repurchase, a particular statutory exemption applies;

- An amount equal to the par value of shares issued or an increase of the par value of shares, to the extent that it does not appear that a contribution, recognized for purposes of Dutch dividend withholding tax, has been made or will be made; and

- Partial repayment of the paid-in capital, recognized for purposes of Dutch dividend withholding tax, if and to the extent that we have net profits (*zuivere winst*), unless the holders of shares have resolved in advance at a general meeting to make such repayment and the par value of the shares concerned has been reduced by an equal amount by way of an amendment of our Articles of Association. The term "net profits" includes anticipated profits that have yet to be realized.

Dutch Resident Individuals and Dutch Resident Entities can generally credit the Dutch dividend withholding tax against their income tax or corporate income tax liability or may under certain circumstances be entitled to an exemption. The same applies to holders of ADSs that are neither resident nor deemed to be resident of the Netherlands if the shares are attributable to a Dutch permanent establishment of such non-resident holder. Depending on their specific circumstances, holders of ADSs that are resident in a country other than the Netherlands, may be entitled to exemptions from, reduction of, or full or partial refund of, Dutch dividend withholding tax pursuant to Dutch law, EU law or treaties for avoidance of double taxation.

Pursuant to legislation to counteract "dividend stripping," a reduction, exemption, credit or refund of Dutch dividend withholding tax is not granted if the recipient of the dividend is not the beneficial owner (*uiteindelijk gerechtigde*) as described in the Dutch Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting 1965*) of such dividends. This legislation targets situations in which a shareholder retains its economic interest in shares but reduces the withholding tax costs on dividends by a transaction with another party. It is not required for these rules to apply that the recipient of the dividends is aware that a dividend stripping transaction took place. The Dutch State Secretary of Finance takes the position that the definition of beneficial ownership introduced by this legislation will also apply in the context of a double taxation convention.

Taxes on Income and Capital Gains

Dutch Resident Individuals

If a holder of ordinary shares is a Dutch Resident Individual, any benefit derived or deemed to be derived from the shares is taxable at the progressive income tax rates, if:

(i) the ADSs are attributable to an enterprise from which the Dutch Resident Individual derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such enterprise, without being an entrepreneur or a shareholder in such enterprise, as defined in the Dutch Income Tax Act 2001; or

(ii) the holder of the shares is considered to derive benefits from the shares that are taxable as benefits from other activities (*resultaat uit overige werkzaamheden*), such as activities with respect to the shares that go beyond ordinary asset management (*normaal actief vermogensbeheer*).

If the above-mentioned conditions (i) and (ii) do not apply to the individual holder of ADSs, such Dutch Resident Individual holder will be subject to an annual income tax imposed on a deemed return on the net value of the ordinary shares under the regime for savings and investments (*inkomen uit sparen en beleggen*). Irrespective of the actual income and capital gains realized, the deemed annual return of the Dutch Resident Individual's net investment assets that are taxed under this regime, including the ADSs, is set at a variable percentage of the net value of the investment assets (with a maximum of 6.17% in 2021). Such fictitious annual return deemed to be derived from the ADSs will be taxed at a flat rate of 32% in 2022.

The net value of the investment assets for the year are the fair market value of the investment assets less the allowable liabilities on January 1 of the relevant calendar year. The ADSs are included as investment assets. A tax-free allowance of €57,000 is available (2023). For the avoidance of doubt, actual income, capital gains or losses in respect of the ADSs are as such not subject to Dutch income tax under the regime for savings and investments (*inkomen uit sparen en beleggen*). The deemed, variable return will be adjusted annually on the basis of historic market yields.

Dutch Resident Entities

Any benefit derived or deemed to be derived from the shares held by Dutch Resident Entities, including any capital gains realized on the disposal thereof, will be subject to Dutch corporate income tax at a rate of 19% with respect to taxable profits up to €200,000 and 25.8% with respect to taxable profits in excess of that amount (rates and brackets for 2023)

Non-residents of the Netherlands

A holder of ADSs that is neither a Dutch Resident Individual nor a Dutch Resident Entity will not be subject to Dutch taxes on income or on capital gains in respect of any payment under shares or any gain realized on the disposal or deemed disposal of the shares, provided that:

- such holder does not have an interest in an enterprise which, in whole or in part, is either effectively managed in the Netherlands or is carried out through a permanent establishment, or a permanent representative in the Netherlands and to which enterprise or part of an enterprise the shares are attributable; and
- in the event such holder is an individual, such holder does not derive benefits from the shares that are taxable as benefits from other activities in the Netherlands, such as activities in the Netherlands with respect to the shares that go beyond ordinary asset management.

Under certain specific circumstances, Dutch taxation rights may be restricted for a holder of ADSs that is neither a Dutch Resident Individual nor a Dutch Resident Entity pursuant to treaties for the avoidance of double taxation.

Gift and Inheritance Taxes

Residents of the Netherlands

Gift or inheritance taxes will arise in the Netherlands with respect to a transfer of the ADSs by way of a gift by, or on the death of, a holder of ADSs who is resident or deemed to be resident in the Netherlands at the time of the gift or the holder's death.

Non-residents of the Netherlands

No Dutch gift or inheritance taxes will arise on the transfer of the ordinary shares by way of gift by, or on the death of, a holder of ordinary shares who is neither resident nor deemed to be resident in the Netherlands, unless:

- in the case of a gift of ordinary shares by an individual who at the date of the gift was neither resident nor deemed to be resident in the Netherlands, such individual dies within 180 days after the date of the gift, while being resident or deemed to be resident in the Netherlands; or
- the transfer is otherwise construed as a gift, such as a gift that is made under a condition precedent, or inheritance made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands.

For purposes of Dutch gift and inheritance taxes, a person that holds the Dutch nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the 10 years preceding the date of the gift or his/her death. Additionally, for purposes of Dutch gift tax, any person, irrespective of his nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the 12 months preceding the date of the gift. Applicable tax treaties may override deemed residency.

Other Taxes and Duties

No Dutch value-added tax (*omzetbelasting*) and no Dutch registration tax, stamp duty or any other similar documentary tax or duty will be payable by a holder of shares on any payment in consideration for the acquisition, ownership or disposal of the shares.

Material U.S. Federal Income Tax Considerations

The following is a general summary of material U.S. federal income tax considerations applicable to a U.S. Holder (as defined below) arising from the acquisition, ownership and disposition of our securities. This summary applies only to U.S. Holders that acquire securities pursuant to this prospectus, hold our ordinary shares as capital assets within the meaning of Section 1221 of the Code (as defined below) and have the U.S. dollar as their functional currency.

This summary is for general information purposes only and does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may apply to a U.S. Holder as a result of the acquisition, ownership and disposition of our ordinary shares. In addition, this summary does not take into account the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax consequences to such U.S. Holder, including specific tax consequences to a U.S. Holder under an applicable tax treaty. Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any particular U.S. Holder. In addition, this summary does not address the U.S. federal alternative minimum, net investment income, U.S. federal estate and gift, U.S. Medicare contribution, U.S. state and local, or non-U.S. tax consequences of the acquisition, ownership or disposition of our ordinary shares. Except as specifically set forth below, this summary does not discuss applicable tax reporting requirements. **Each U.S. Holder should consult its own tax advisor regarding all U.S. federal, U.S. state and local and non-U.S. tax consequences of the acquisition, ownership and disposition of our ordinary shares.**

No opinion from U.S. legal counsel or ruling from the Internal Revenue Service (the "IRS") has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the acquisition, ownership or disposition of our ordinary shares. This summary is not binding on the IRS, and the IRS is not precluded from taking a position that is different from, or contrary to, any position taken in this summary. In addition, because the authorities upon which this summary is based are subject to various

interpretations, the IRS and the U.S. courts could disagree with one or more of the positions taken in this summary.

The following discussion does not describe all the tax consequences that may be relevant to any particular U.S. Holders, including those subject to special tax situations such as:

- banks and certain other financial institutions;
- regulated investment companies;
- real estate investment trusts;
- insurance companies;
- broker-dealers;
- traders that elect to mark-to-market;
- tax-exempt entities or governmental organizations;
- individual retirement accounts or other tax deferred accounts;
- persons deemed to sell our ordinary shares under the constructive sale provisions of the Code;
- persons liable for alternative minimum tax or the Medicare contribution tax on net investment income;
- U.S. expatriates;
- persons holding our ordinary shares as part of a straddle, hedging, constructive sale, conversion or integrated transaction;
- persons that directly, indirectly, or constructively own 10% or more of the total combined voting power or total value of our ordinary shares;
- persons that are resident or ordinarily resident in or have a permanent establishment in a jurisdiction outside the United States;
- persons who acquired our ordinary shares pursuant to the exercise of any employee share option or otherwise as compensation;
- persons subject to special tax accounting rules as a result of any item of gross income with respect to our ordinary shares being taken into account in an applicable financial statement; or
- persons holding our ordinary shares through partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes.

PROSPECTIVE PURCHASERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE APPLICATION OF THE U.S. FEDERAL TAX RULES TO THEIR PARTICULAR CIRCUMSTANCES AS WELL AS THE STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP, AND DISPOSITION OF OUR ORDINARY SHARES.

As used herein, the term "U.S. Holder" means a beneficial owner of our ordinary shares that, for U.S. federal income tax purposes, is or is treated as:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust that (1) is subject to the supervision of a court within the United States and the control of one or more U.S. persons or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

The tax treatment of a partner (or other owner) in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that holds our ordinary shares, and such entity or arrangement, generally will depend on such partner's (or other owner's) status and the activities of such entity or arrangement. A U.S. Holder that is a partner (or other owner) in such an entity or arrangement should consult its tax advisor.

Dividends and Other Distributions on Our Ordinary shares

Subject to the passive foreign investment company rules discussed below, the gross amount of distributions made by us with respect to our ordinary shares (including the amount of non-U.S. taxes withheld therefrom, if any) generally will be includible as dividend income in a U.S. Holder's gross income in the year received, to the extent such distributions are paid out of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Because we do not maintain calculations of our earnings and profits under U.S. federal income tax principles, a U.S. Holder should expect all cash distributions will be reported as dividends for U.S. federal income tax purposes. Such dividends will not be eligible for the dividends-received deduction allowed to U.S. corporations with respect to dividends received from other U.S. corporations.

Dividends received by certain non-corporate U.S. Holders (including individuals) may be "qualified dividend income," which is taxed at the lower applicable capital gains rate, provided that (1) our ordinary shares are readily tradable on an established securities market in the United States, (2) we are neither a passive foreign investment company (as discussed below) nor treated as such with respect to the U.S. Holder for our taxable year in which the dividend is paid or the preceding taxable year, (3) the U.S. Holder satisfies certain holding period requirements, and (4) the U.S. Holder is not under an obligation to make related payments with respect to positions in substantially similar or related property. Under IRS authority, ordinary shares generally are considered for purposes of clause (1) above to be readily tradable on an established securities market in the United States if they are listed on the Nasdaq Capital Market, as our ordinary shares are expected to be. U.S. Holders should consult their own tax advisors regarding the availability of the lower rate for dividends paid with respect to our ordinary shares.

The amount of any distribution paid in foreign currency will be equal to the U.S. dollar value of such currency, translated at the spot rate of exchange on the date such distribution is actually or constructively received by the U.S. Holder, regardless of whether the payment is in fact converted into U.S. dollars at that time. A U.S. Holder generally should not recognize any foreign currency gain or loss in respect of such distribution if such foreign currency is converted into U.S. dollars on the date received by the U.S. Holder. Any further gain or loss on a subsequent conversion or other disposition of the currency for a different U.S. dollar amount will be U.S. source ordinary income or loss.

Dividends on our ordinary shares generally will constitute foreign source income for foreign tax credit limitation purposes. Subject to certain complex conditions and limitations, non-U.S. taxes withheld, if any, on any distributions on our ordinary shares may be eligible for credit against a U.S. Holder's U.S. federal income tax liability. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends distributed by us with respect to our ordinary shares will generally constitute "passive category income." The U.S. federal income tax rules relating to foreign tax credits are complex, and U.S. Holders should consult their tax advisors regarding the availability of a foreign tax credit in their particular circumstances and the possibility of claiming an itemized deduction (in lieu of the foreign tax credit) for any foreign taxes paid or withheld.

Sale or Other Taxable Disposition of Our Ordinary shares

Subject to the passive foreign investment company rules discussed below, upon a sale or other taxable disposition of our ordinary shares, a U.S. Holder will recognize capital gain or loss for U.S. federal income tax purposes in an amount equal to the difference between the amount realized and the U.S. Holder's adjusted tax basis in such ordinary shares. Any such gain or loss generally will be treated as long-term capital gain or loss if the U.S. Holder's holding period in ordinary shares exceeds one year. Non-corporate U.S. Holders (including individuals) generally will be subject to U.S. federal income tax on long-term capital gain at preferential rates. The deductibility of capital losses is subject to significant limitations. Gain or loss, if any, recognized by a U.S. Holder on the sale or other taxable disposition of our ordinary shares generally will be treated as U.S. source gain or loss for U.S. foreign tax credit limitation purposes.

If the consideration received upon the sale or other disposition of our ordinary shares is paid in foreign currency, the amount realized will be the U.S. dollar value of the payment received, translated at the spot rate of exchange on the date of the sale or other taxable disposition. If our ordinary shares are treated as traded on an established securities market, a cash basis U.S. Holder or an accrual basis U.S. Holder who has made a special election (which must be applied consistently from year to year and cannot be changed without the consent of the IRS) will determine the U.S. dollar value of the amount realized in foreign currency by translating the amount received at the spot rate of exchange on the settlement date of the sale. If our ordinary shares are not treated as traded on an established securities market, or the relevant U.S. Holder is an accrual basis taxpayer that does not make the special election, such U.S. Holder will recognize foreign currency gain or loss to the extent attributable to any difference between the U.S. dollar amount realized on the date of sale or disposition (as determined above) and the U.S. dollar value of the currency received translated at the spot rate on the settlement date.

A U.S. Holder's initial U.S. federal income tax basis in our ordinary shares generally will equal the cost of such ordinary shares. If a U.S. Holder used foreign currency to purchase the ordinary shares, the cost of the ordinary shares will be the U.S. dollar value of the foreign currency purchase price on the date of purchase, translated at the spot rate of exchange on that date. If our ordinary shares are treated as traded on an established securities market and the relevant U.S. Holder is either a cash basis taxpayer or an accrual basis taxpayer who has made the special election described above, the U.S. Holder will determine the U.S. dollar value of the cost of such ordinary shares by translating the amount paid at the spot rate of exchange on the settlement date of the purchase.

Passive Foreign Investment Company Considerations

We will be classified as a passive foreign investment company (a "PFIC") for any taxable year if either: (1) at least 75% of our gross income is "passive income" for purposes of the PFIC rules or (2) at least 50% of the value of our assets (determined on the basis of a quarterly average) is attributable to assets that produce or are held for the production of passive income. For this purpose, we will be treated as owning our proportionate share of the assets and earning our proportionate share of the income of any other corporation in which we own, directly or indirectly, 25% or more (by value) of the stock.

Under the PFIC rules, if we were considered a PFIC at any time that a U.S. Holder holds our ordinary shares, we would continue to be treated as a PFIC with respect to such U.S. Holder unless (1) we cease to qualify as a PFIC under the income and asset tests discussed in the prior paragraph and (2) the U.S. Holder has made a "deemed sale" election under the PFIC rules.

Based on the anticipated market price of our ordinary shares in the offering and the current and anticipated composition of our income, assets and operations, we do not expect to be treated as a PFIC for the current taxable year or in the foreseeable future. This is a factual determination, however, that depends on, among other things, the composition of our income and assets and the market value of our shares and assets from time to time, and thus the determination can only be made annually after the close of each taxable year. Therefore, there can be no assurance that we will not be classified as a PFIC for the current taxable year or for any future taxable year.

If we are considered a PFIC at any time that a U.S. Holder holds our ordinary shares, any gain recognized by a U.S. Holder on a sale or other disposition of our ordinary shares, as well as the amount of any "excess distribution" (defined below) received by the U.S. Holder, would be allocated ratably over the U.S. Holder's holding period for our ordinary shares. The amounts allocated to the taxable year of the sale or other disposition (or the taxable year of receipt, in the case of an excess distribution) and to any year prior to the year in which we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge would be imposed. For the purposes of these rules, an excess distribution is the amount by which any distribution received by a U.S. Holder on its ordinary shares exceeds 125% of the average of the annual distributions on our ordinary shares received during the preceding three years or the U.S. Holder's holding period, whichever is shorter.

Certain elections may be available that would result in alternative treatments (such as qualified electing fund treatment or mark-to-market treatment) of our ordinary shares if we are considered a PFIC. We do not intend to provide the information necessary for U.S. Holders of our ordinary shares to make qualified electing fund elections, which, if available, would result in tax treatment different from the general tax treatment for an investment in a PFIC described above. If we are treated as a PFIC with respect to a U.S. Holder for any taxable year, the U.S. Holder will be deemed to own shares in any of our subsidiaries that are also PFICs. However, an election for mark-to-market treatment would likely not be available with respect to any such subsidiaries.

If we are considered a PFIC, a U.S. Holder will also be subject to annual information reporting requirements. U.S. Holders should consult their tax advisors about the potential application of the PFIC rules to an investment in our ordinary shares.

U.S. Information Reporting and Backup Withholding

Dividend payments with respect to our ordinary shares and proceeds from the sale, exchange or redemption of our ordinary shares may be subject to information reporting to the IRS and possible U.S. backup withholding. A U.S. Holder may be eligible for an exemption from backup withholding if the U.S. Holder furnishes a correct taxpayer identification number and makes any other required certification or is otherwise exempt from backup withholding. U.S. Holders who are required to establish their exempt status may be required to provide such certification on IRS Form W-9. U.S. Holders should consult their tax advisors regarding the application of the U.S. information reporting and backup withholding rules.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's U.S. federal income tax liability, and such U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing an appropriate claim for refund with the IRS and furnishing any required information.

Additional Information Reporting Requirements

A U.S. Holder that acquires ordinary shares generally will be required to file Form 926 with the IRS if (1) immediately after the acquisition such U.S. Holder, directly or indirectly, owns at least 10% of the ordinary shares, or (2) the amount of cash transferred in exchange for ordinary shares during the 12-month period ending on the date of the acquisition exceeds $100,000. Significant penalties may apply for failing to satisfy these filing requirements. U.S. Holders are urged to contact their tax advisors regarding these filing requirements.

Certain U.S. Holders who are individuals (and certain entities) that hold an interest in "specified foreign financial assets" (which may include our ordinary shares) are required to report information relating to such assets, subject to certain exceptions (including an exception for ordinary shares held in accounts maintained by certain financial institutions). Penalties can apply if U.S. Holders fail to satisfy such reporting requirements. U.S. Holders should consult their tax advisors regarding the applicability of these requirements to their acquisition and ownership of our ordinary shares.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE IMPORTANT TO YOU. EACH PROSPECTIVE PURCHASER SHOULD CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN OUR ORDINARY SHARES UNDER THE INVESTOR'S OWN CIRCUMSTANCES.

UNDERWRITING

WallachBeth Capital LLC is acting as the representative of the underwriters of this Offering (the "Representative"). Subject to the terms and conditions of the underwriting agreement between us and the Representative, we have agreed to sell to the underwriters and the underwriters have agreed to purchase from us, at the public offering price per ADS less the underwriting discounts set forth on the cover page of this prospectus, the number of ADSs listed next to its name in the following table:

Underwriter	Number of ADSs
WallachBeth Capital, LLC	
Total	

The underwriters are committed to purchase all the Units offered by us other than those covered by the option to purchase additional ADSs described below, if they purchase any ADSs. The obligations of the underwriters may be terminated upon the occurrence of certain events specified in the underwriting agreement. Furthermore, pursuant to the underwriting agreement, the underwriters' obligations are subject to customary conditions, representations and warranties contained in the underwriting agreement, such as receipt by the underwriters of officers' certificates and legal opinions.

We have agreed to indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect thereof.

The underwriters are offering the Units, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel and other conditions specified in the underwriting agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Over-Allotment Option

We have granted the Representative of the underwriters an option to purchase from us, at the public offering price, less the underwriting discounts and commissions, up to an additional 215,250 ADSs and/or 215,250 Tradeable Warrants, and/or 215,250 Non-tradeable Warrants, in any combination thereof, less the underwriting discounts and commissions, within 45 days from the date of this prospectus to cover over-allotments, if any. If this option is exercised in full, the total offering price to the public will be approximately $9 million and the total net proceeds, before expenses, to us will be approximately $8.35 million.

Discount and Commissions; Expenses

The following table shows the public offering price, underwriting discount and proceeds, before expenses, to us. The information assumes either no exercise or full exercise by the underwriters of their over-allotment option.

	Per Unit	Total Without Over-Allotment Option	Total With Over-Allotment Option
Public offering price	$ 5.50	$ 7,892,500	$ 9,076,375
Underwriting discount (8.0%)	$ 0.44	$ 631,400	$ 726,110
Proceeds, before expenses, to us	$ 5.06	$ 7,261,100	$ 8,350,265

The underwriters propose to offer the Units offered by us to the public at the public offering price per Units set forth on the cover of this prospectus. In addition, the underwriters may offer some of the shares to other securities dealers at such price less a concession of $0.44 per Unit. If all of the Units offered by us are not sold at the public offering price per Unit, the underwriters may change the offering price per ADS and other selling terms by means of a supplement to this prospectus.

We have also agreed to reimburse the underwriters for reasonable out-of-pocket expenses not to exceed $145,000 in the aggregate whether or not there is a closing of this offering. We estimate that total expenses payable by us in connection with this offering, other than the underwriting discount will be approximately $[ ]. In addition, we have also agreed to pay to the underwriters a non-accountable expense allowance in the amount of 1.0% of the gross offering amount (including shares purchased upon exercise of the over-allotment option).

The underwriting agreement, however, provides that in the event the offering is terminated, any advance expense deposits paid to the underwriters will be returned to the extent that offering expenses are not actually incurred in accordance with FINRA Rule 5110(f)(2)(C).

Representative's Warrants

We have agreed to issue warrants to the Representative to purchase up to a total of 215,250 ADSs equal to (5%) of the ADSs underlying the Units sold in this offering. We are registering hereby the issuance of the Representative Warrants and the ADSs issuable upon exercise of such warrants. The Representative Warrants will be exercisable as of the date of the commencement of sales of the offering and will expire on the fifth anniversary of the effective date of the registration statement of which this prospectus forms a part and in compliance with FINRA Rule 5110(f)(2)(G). The Representative Warrants will be exercisable at a price equal to 115% of the public offering price in connection with this Offering. The Representative Warrants shall not be redeemable. The Representative Warrants may not be sold, transferred, assigned, pledged, or hypothecated, or be the subject of any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the securities by any person for a period of 180 days beginning on the date of commencement of sales of the offering, except as provided for in FINRA Rule 5110(e)(2). Notwithstanding the foregoing, the Representative Warrants may be assigned, in whole or in part, to any officer, manager or member of the Representative (or to officers, managers or members of any such successor or member), and to members of the underwriting syndicate or selling group. The Representative Warrants may be exercised as to all or a lesser number of ADSs for a period of five (5) years following the commencement of sales of the Offering, will provide for cashless exercise and will contain provisions for one demand registration of the sale of the underlying ADSs, provided, there is no effective registration statement for such shares, at the Company's expense, and unlimited "piggyback" registration rights at the Company's expense. The sole demand registration right provided at the issuer's expense will not be greater than five (5) years from the commencement of sales of the Offering in compliance with FINRA Rule 5110(g)(8)(C). The piggyback registration rights provided will not be greater than seven (7) years from the commencement of sales of the offering in compliance with FINRA Rule 5110(g)(8)(D). The Representative Warrants shall further provide for anti-dilution protection (adjustment in the number and price of such warrants and the shares underlying such warrants) resulting from corporate events (which would include dividends, reorganizations, mergers, etc.) when the public shareholders have been proportionally affected and otherwise in compliance with FINRA Rule 5110(g)(8)(E).

Discretionary Accounts

The underwriters do not intend to confirm sales of the securities offered hereby to any accounts over which they have discretionary authority.

Indemnification

We have agreed to indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect thereof.

Pricing of this Offering

Prior to this Offering, there has not been an active market for our ADSs or ordinary shares. The public offering price for our ADSs will be determined through negotiations between us and the underwriters. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

We offer no assurances that the public offering price of our ADSs will correspond to the price at which our ADSs will trade in the public market subsequent to this Offering or that an active trading market for our ADSs and warrants will develop and continue after this offering.

Lock-Up Agreements

We and each of our officers, directors, and 10% or greater stockholders have agreed, subject to certain exceptions, not to offer, issue, sell, contract to sell, encumber, grant any option for the sale of or otherwise dispose of any ADSs or other securities convertible into or exercisable or exchangeable for shares of our ADSs for a period of six months after this offering is completed without the prior written consent of the Representative.

The Representative may in its sole discretion and at any time without notice release some or all of the ADSs subject to lock-up agreements prior to the expiration of the lock-up period. When determining whether or not to release ADSs from the lock-up agreements, the Representative will consider, among other factors, the security holder's reasons for requesting the release, the number of ADSs for which the release is being requested and market conditions at the time.

Trading; Nasdaq Capital Market Listing

We have applied to list our ADSs and Tradeable Warrants offered in the Offering on the Nasdaq Capital Market under the symbol "RAN" and "RANW," respectively. No assurance can be given that our listing application will be approved by the Nasdaq Capital Market. The consummation of this offering is conditioned on obtaining Nasdaq approval.

Price Stabilization, Short Positions and Penalty Bids

In connection with this offering, the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate covering transactions and penalty bids in accordance with Regulation M under the Exchange Act:

- Stabilizing transactions permit bids to purchase securities so long as the stabilizing bids do not exceed a specified maximum.
- Over-allotment involves sales by the underwriters of securities in excess of the number of securities the underwriters are obligated to purchase, which creates a syndicate short position. The short position may be either a covered short position or a naked short position. In a covered short position, the number of securities over-allotted by the underwriters is not greater than the number of securities that they may purchase in the over-allotment option. In a naked short position, the number of securities involved is greater than the number of securities in the over-allotment option. The underwriters may close out any covered short position by either exercising its over-allotment option and/or purchasing securities in the open market.
- Syndicate covering transactions involve purchases of the securities in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of securities to close out the short position, the underwriters will consider, among other things, the price of securities available for purchase in the open market as compared to the price at which they may purchase securities through the over-allotment option. A naked short position occurs if the underwriters sell more securities than could be covered by the over-allotment option. This position can only be closed out by buying securities in the open market. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the securities in the open market after pricing that could adversely affect investors who purchase in this offering.
- Penalty bids permit the underwriters to reclaim a selling concession from a syndicate member when securities originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our securities or preventing or retarding a decline in the market price of the securities. As a result, the price of our shares of common stock and warrants may be higher than the price that might otherwise exist in the open market. These transactions may be discontinued at any time.

Neither we nor the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our shares of common stock and warrants. In addition, neither we nor the underwriters make any representation that the underwriters will engage in these transactions or that any transaction, if commenced, will not be discontinued without notice.

Electronic Offer, Sale and Distribution of Shares

A prospectus in electronic format may be made available on a website maintained by the Representative and may also be made available on a website maintained by other underwriters. The underwriters may agree to allocate a number of shares to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the Representative to underwriters that may make Internet distributions on the same basis as other allocations. In connection with the offering, the underwriters or syndicate members may distribute prospectuses electronically. No forms of electronic prospectus other than prospectuses that are printable as Adobe® PDF will be used in connection with this offering.

The underwriters have informed us that they do not expect to confirm sales of shares offered by this prospectus to accounts over which they exercise discretionary authority.

Other than the prospectus in electronic format, the information on any underwriter's website and any information contained in any other website maintained by an underwriter is not part of the prospectus or the registration statement of which this prospectus forms a part, has not been approved and/or endorsed by us or any underwriter in its capacity as underwriter and should not be relied upon by investors.

Other

From time to time, the underwriters and/or their affiliates have provided, and may in the future provide, various investment banking and other financial services for us for which services it has received and, may in the future receive, customary fees. Except for the services provided in connection with this offering and other than as described below, the underwriters have not provided any investment banking or other financial services during the 180-day period preceding the date of this prospectus.

Offers Outside the United States

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

EXPENSES RELATING TO THIS OFFERING

Set forth below is an itemization of the total expenses, excluding underwriting discounts and commissions that we expect to incur in connection with this offering. With the exception of the SEC registration fee, the FINRA filing fee and the Nasdaq Capital Market listing fee, all amounts are estimates.

Securities and Exchange Commission Registration Fee	$
Nasdaq listing fee	$
FINRA filing fee	$
Legal fees and expenses	$
Accounting fees and expenses	$
Printing and engraving expenses	$
Miscellaneous expenses	$
Total Expenses	$

LEGAL MATTERS

The validity of the ordinary shares and ADSs and certain legal matters relating to the offering as to Dutch law will be passed upon for us by Ploum, Rotterdam, Netherlands. Certain matters as to U.S. federal law in connection with this offering will be passed upon for us by Sichenzia Ross Ference Carmel LLP, New York, New York. Sheppard, Mullin, Richter & Hampton LLP, New York, New York, has acted as counsel for the underwriters with respect to certain matters of U.S. federal law in connection with this offering.

EXPERTS

The financial statements of RanMarine Technology B.V. for the fiscal years ended December 31, 2021 and 2022, included in this prospectus and registration statement have been so included in reliance on the report of Turner Stone, an independent registered public accounting firm, given on the authority of said firm as experts in accounting and auditing. Turner Stone has offices at 12700 Park Central Drive, Suite 1400, Dallas, TX 75251. Their telephone number is (972) 239-1660.

INTERESTS OF EXPERTS AND COUNSEL

None of the named experts or legal counsel was employed on a contingent basis, owns an amount of shares in our Company which is material to that person, or has a material, direct or indirect economic interest in our Company or that depends on the success of the offering.

ENFORCEABILITY OF CIVIL LIABILITIES

We are a corporation organized under the laws of the Netherlands, and the majority of our directors and officers reside outside of the United States. Service of process upon such persons may be difficult or impossible to effect within the United States. Furthermore, because a substantial portion of our assets, and substantially all the assets of our directors and officers and the experts named herein, are located outside of the United States, any judgment obtained in the United States, including a judgment based upon the civil liability provisions of United States federal securities laws, against us or any of such persons may not be collectible within the United States.

As there is no treaty on the reciprocal recognition and enforcement of judgments other than arbitration awards in civil and commercial matters between the United States and the Netherlands, courts in the Netherlands will not automatically recognize and enforce a final judgment rendered by a U.S. court. In order to obtain a judgment enforceable in the Netherlands, claimants must litigate the relevant claim again before a Dutch court of competent jurisdiction. Under current practice, however, a Dutch court will generally recognize and consider as conclusive evidence a final and conclusive judgment for the payment of money rendered by a U.S. court and not rendered by default, provided that the Dutch court finds that:

- the jurisdiction of the U.S. court has been based on grounds that are internationally acceptable;
- the final judgment results from proceedings compatible with Dutch concepts of proper administration of justice including sufficient safeguards (*behoorlijke rechtspleging*);
- the final judgment does not contravene public policy (*openbare orde*) of the Netherlands;
- the judgment by the U.S. court is not incompatible with a decision rendered between the same parties by a Dutch court, or with a previous decision rendered between the same parties by a foreign court in a dispute that concerns the same subject and is based on the same cause, provided that the previous decision qualifies for acknowledgment in the Netherlands; and
- the final judgment has not been rendered in proceedings of a penal, revenue or other public law nature. If a Dutch court upholds and regards as conclusive evidence the final judgment, that court generally will grant the same judgment without litigating again on the merits.

Shareholders may originate actions in the Netherlands based upon applicable Dutch laws.

Under Dutch law, in the event that a third party is liable to us, only we ourselves can bring civil action against that party. The individual shareholders do not have the right to bring an action on our behalf. Only in the event that the cause for the liability of a third party to us also constitutes a tortious act directly against a shareholder does that shareholder have an individual right of action against such third party in its own name. The Dutch Civil Code does provide for the possibility to initiate such actions collectively. A foundation or an association whose objective is to protect the rights of a group of persons having similar interests can institute a collective action. An individual injured party may also itself institute a civil claim for damages.

The name and address of our agent for service of process in the United States is Cogency Global Inc. located at 122 East 42nd Street, 18th Floor, New York, NY 10168.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form F-1 under the Securities Act with respect to the ADSs offered hereby. This prospectus does not contain all of the information set forth in the registration statement and the exhibits thereto, to which reference is hereby made. With respect to each contract, agreement or other document filed as an exhibit to the registration statement, reference is made to such exhibit for a more complete description of the matter involved. The registration statement and the exhibits thereto filed by us with the SEC may be inspected at the public reference facility of the SEC listed below.

The registration statement, reports and other information filed or to be filed with the SEC by us can be inspected and copied at the public reference facilities maintained by the SEC at 100 F. Street NW, Washington, D.C. 20549. The SEC maintains a website at *www.sec.gov* that contains reports, proxy and information statements, and other information regarding registrants that make electronic filings with the SEC using its EDGAR system.

We are subject to the information reporting requirements of the Exchange Act that are applicable to foreign private issuers, and under those requirements are filing reports with the SEC. Those other reports or other information may be inspected without charge at the locations described above. As a foreign private issuer, we are exempt from the rules under the Exchange Act related to the furnishing and content of proxy statements, and our officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file annual, quarterly and current reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act. However, we will file with the SEC, within 120 days after the end of each fiscal year, or such applicable time as required by the SEC, an annual report on Form 20-F containing financial statements audited by an independent registered public accounting firm, and will submit to the SEC, on Form 6-K, unaudited quarterly financial information.

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RANMARINE

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders
RanMarine Technology B.V.

Opinion on the Financial Statements

We have audited the accompanying balance sheets of RanMarine Technology B.V. (the "Company") as of December 31, 2022 and 2021, and the related statements of operations, changes in equity (deficit), and cash flows for each of the two years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2022, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 of the notes to financial statements, the Company has suffered recurring losses from operations since inception, has an accumulated deficit, and has insufficient working capital to fund future operations each of which raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Turner, Stone & Company, L.L.P.

We have served as RanMarine Technology B.V.'s auditor since 2022.

Dallas, Texas
July 11, 2023

Turner, Stone & Company, L.L.P.
Accountants and Consultants

12700 Park Central Drive, Suite 1400
Dallas, Texas 75251
Telephone: 972-239-1660 / Facsimile: 972-239-1665
Toll Free: 877-853-4195
Web site: turnerstone.com

INTERNATIONAL ASSOCIATION OF ACCOUNTANTS AND AUDITORS

INTRODUCTION TO RANMARINE

RanMarine is a cleantech company that designs, manufactures and sells autonomous surface vessels, or ASVs. As a technology company, our specific market focus is providing robotic vessels to harvest harmful plastic pollutants, oils and algae/biomass from water while collecting critical water quality data.

Our mission is to empower people, companies and governments across the planet with the ability to restore the marine environment to its natural state via autonomous electric vessels. Our data-driven autonomous technology and our patent protected devices create this opportunity by cleaning and monitoring our communal waters with zero emissions.

Also known as “aquatic drones”, our ASVs clean the surfaces of waterways, canal systems, ponds, marinas and ports. While working, our ASVs also capture real-time quality data to help our customers make informed decisions about the quality of the water they operate in.

We focus on what we call “at source” pollution – our belief is that if RanMarine focuses on where the majority of the floating pollution is coming from, then we will reduce the pollution that ends up in the oceans. Much like vacuuming continuously to clean a home of dust before it builds up, RanMarine wants to efficiently and continuously “vacuum” waterways, so there is minimal build-up of waste and pollution using automated technology.

As well as directly removing pollution from inland and coastal waters, RanMarine’s ASVs are data-enabled and can be fitted with water quality sensors that allows customers to closely monitor, in real time, the environment and makeup of their water. Our ASVs relay sensor data back to RanMarine Connect, our cloud-based control and data management system with each data point collected timestamped and Global Positioning System (“GPS”) tagged. This acts as a basis for accurate measurement and reporting on the environmental impact of our solutions over time: valuable insight which can be used for credible organizational environmental, social and governance (“ESG”) reporting.

We are based in Rotterdam, the Netherlands. As the largest commercial port outside of Asia, Rotterdam offers a number of advantages for a technology-led company like RanMarine. As the largest seaport in Europe, Rotterdam has a strong maritime history, and is well known as a center for European maritime innovation. Thanks to the presence of specialized educational institutions such as Erasmus University and the *Scheepvaart & Transport College* (Shipping & Transport College), maritime and technological knowledge is constantly developing in this region.

Balance Sheets as of December 31, 2022 and 2021

	2022	2021
Assets		
Current assets		
Cash and cash equivalents	€ 448	€ 92,808
Accounts receivable	124,814	11,387
Other receivables	292,373	46,189
Inventory	46,785	14,940
	464,420	165,324
Non-current assets		
Property, plant and equipment net	10,922	7,271
Right of use asset	191,966	255,954
Deferred tax asset	-	125,523
Intangible assets	964,109	499,439
	1,166,997	888,187
Total assets	€ 1,631,417	€ 1,053,511
Liabilities		
Current liabilities		
Bank overdraft	€ 108,299	€ -
Trade payables	473,028	53,244
Derivative liabilities	3,675,787	-
Loans and liabilities to related parties	145,100	90,000
Taxes and social securities payable	175,308	84,857
Current portion of lease liability	63,027	60,603
Other current liabilities	182,207	645,553
	4,822,756	934,257
Non-current liabilities		
Lease liability, net of current portion	133,705	196,732
	133,705	196,732
Total liabilities	4,956,461	1,130,989
Shareholders’ equity (deficit)		
Share capital	65,526	65,526
Reserves (deficit)	(3,390,570)	(143,004)
Total shareholders’ equity (deficit)	(3,325,044)	(77,478)
Total shareholders’ equity (deficit) and liabilities	€ 1,631,417	€ 1,053,511

The accompanying notes are an integral part of these financial statements.

Statements of Operations for the years ended December 31, 2022 and 2021

	2022	2021
Sales	€ 432,427	€ 254,263
Cost of sales	236,531	188,310
Gross profit	195,896	65,953
Operating expenses		
Sales and marketing	162,755	50,337
General and administrative	1,252,314	713,786

Total operating expenses	1,415,069	764,123
Operating loss	(1,219,173)	(698,170)
Other income (expenses), net	(1,902,870)	698,393
Net income (loss) before taxes	(3,122,043)	223
Provision (benefit) for income taxes	125,523	33
Net income (loss)	€ (3,247,566)	€ 190
Basic earnings (loss) per ordinary share:	€ (0.50)	€ 0.00
Weighted average ordinary shares outstanding:	6,552,558	6,552,558

The accompanying notes are an integral part of these financial statements.

Statements of Changes in Equity (Deficit) for the years ended December 31, 2022 and 2021

	Issued Capital Par Value*	Share Premium APIC *	Legal Reserves	Accumulated Deficit	Totals
Beginning balance, January 1, 2022	€ 65,526	€ 626,894	€ 470,817	€ (1,240,715)	€ (77,478)
Net loss	-	-	-	(3,247,566)	(3,247,566)
Legal reserve	-	-	464,670	(464,670)	-
Ending balance, December 31, 2022	€ 65,526	€ 626,894	€ 935,487	€ (4,952,951)	€ (3,325,044)

	Issued Capital Par Value*	Share Premium APIC *	Legal Reserves	Accumulated Deficit	Totals
Beginning balance, January 1, 2021	€ 65,526	€ 626,894	€ 136,407	€ (906,495)	€ (77,668)
Net income	-	-	-	190	190
Legal reserve	-	-	334,410	(334,410)	-
Ending balance, December 31, 2021	€ 65,526	€ 626,894	€ 470,817	€ (1,240,715)	€ (77,478)

*Retroactively adjusted to reflect the impact of the 7,029.57 to 1 stock split which was declared by the Company on December 27, 2022

The accompanying notes are an integral part of these financial statements.

Statements of Cash Flows for the years ended December 31, 2022 and 2021

For the Year Ended:	**2022**	**2021**
Cash at Beginning:	€ 92,808	€ 414,366
Cash at Ending:	448	92,808
	€ 92,360	€ 321,558
OPERATING ACTIVITIES		
Net income (loss)	€ (3,247,566)	€ 190
Change in fair value of derivative liabilities	2,816,150	-
Depreciation and amortization	66,513	65,685
Accrued advisory services performed by related parties	68,500	-
Inventory	(31,845)	1,315
Accounts receivable and other receivables	(359,611)	(24,310)
Other current liabilities	(372,896)	(80,812)
Trade payables	419,784	27,268
Deferred tax asset	125,523	34
Net cashflow used in operating activities	(515,448)	(10,630)
INVESTING ACTIVITIES		
Capital expenditures for property, plant and equipment	(6,176)	(3,911)
Intangible assets	(464,670)	(334,410)
Net cash flow used in investing activities	(470,846)	(338,321)
FINANCING ACTIVITIES		
Bank overdraft	108,299	-
Payments made on lease liability	(60,603)	(62,607)
Advances from derivative liabilities	859,638	-
Payments made on loans to related parties	(13,400)	90,000
Net cash flow from financing activities	893,934	27,393
Net Cash Flow	€ (92,360)	€ (321,558)

The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

1. Corporate Information

"The Company", "RanMarine", "RanMarine Technology" refers to RanMarine Technology B.V., which was incorporated April 12, 2016. RanMarine is a private company that specializes in the design and development of industrial autonomous surface vessels ("ASV's") for ports, harbors, and other marine and water environments. RanMarine products are designed to be used manually via an onshore operator, or autonomously with online control and access.

The registered and actual address of RanMarine is Galileistraat 15, in Rotterdam. The Company is registered at the chamber of commerce under number 65812441.

As part of a reorganization in 2022, the Company formed two operating entities: RanMarine B.V. in the Netherlands and RanMarine USA LLC in the United States. As a result, RanMarine Technology B.V. is the parent holding company of the group.

The accompanying financial statements of RanMarine 2022 were authorized for issue by the Management Board on July 11, 2023.

2. Summary of Significant Accounting Policies

2.1 Basis of preparation

The accompanying financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), taking into account the recommendations of the International Financial Reporting Standards Interpretations Committee ("IFRIC")

The accounting principles set out below unless stated otherwise, have been applied consistently for all periods presented in the accompanying financial statements.

The Company's fiscal year-end is December 31. The financial statements valuations are based on the historical cost unless stated otherwise. The functional and presentation currency of the Company is the Euro.

The accompanying financial statements are prepared under the assumption that the business will continue as a going concern. As an early-stage company, we have not yet reached the critical sales volume and are heavily relying on research & development ("R&D") grants.

Our ability to continue as a going concern and realize our assets and discharge our liabilities in the normal course of business is dependent upon closing timely additional sales orders and the ability to raise additional debt or equity financing, as required. There are various risks and uncertainties affecting our future financial position and its performance including, but not limited to:

- The market acceptance and rate of commercialization of our product offerings;
- Ability to successfully execute our business plan;
- Ability to raise additional capital at acceptable terms;
- General local and global economic conditions.

Our strategy to mitigate these material risks and uncertainties is to execute timely a business plan aimed at continued focus on revenue growth, product development and innovation, improving overall gross profit, managing operating expenses and working capital requirements, and securing additional capital, as needed.

Failure to implement our business plan could have a material adverse effect on our financial condition and/or financial performance. There is no assurance that we will be able to raise additional capital as it is required in the future. Accordingly, there are material risks and uncertainties that may cast significant doubt about our ability to continue as a going concern.

These financial statements do not include any adjustments to the carrying amounts and classification of assets, liabilities and reported expenses that may otherwise be required if the going concern basis was not appropriate.

2.2 Significant accounting policies

2.2.1 Current versus non-current classification - Assets and obligations that are classified as current shall mature within one year. Non-current assets and obligations shall mature beyond one year from the balance sheet date.

2.2.2 Cash and Cash Equivalents - Cash is recognized based on the amount received. Cash equivalents, which are assets that can generally be liquidated in less than 90 days based on convertibility and short-term maturity, are carried at cost. Any bank overdrafts are accounted for based on the amount that must be repaid to the lender. Cash balances may exceed the insured limits from time to time. The Company has not experienced any losses with respect to uninsured balances.

2.2.3 Accounts receivable – Receivables (amounts due from trade debtors and other receivables including prepayments) are initially recognized at cost which is also the fair value. Current receivables, receivables that fall due within one year, are carried at cost unless there is a known significant credit risk. Receivables are reviewed to determine if a reserve needs to be entered for credit losses. If a reserve is deemed necessary, accounts receivable would be carried at cost less the reserve.

2.2.4 Inventory - Inventories are valued at the lower of cost or market, market being net realizable value. Net realizable value is calculated based on the estimated selling price of the product less cost to get the inventory in sellable condition.

The carrying amount of inventories is expensed as inventories are sold and recognized in cost of sales. Write-downs to net realizable value and losses are expensed in the period they occur. Any reversal of write-downs is recognized in the period the reversal occurs. The inventories of the Company in 2021 and 2022 consisted only of raw materials.

2.2.5 Property, plant, and equipment – Property, plant, and equipment are measured at historical cost. They are carried at cost less accumulated depreciation and any impairment value. Depreciation is on a straight-line basis over an estimated useful life given to the asset by management. Useful lives are reviewed periodically for needed changes. All repairs and maintenance costs are expensed when incurred.

Useful lives of property, plant, and equipment

- Plant and machinery- 5 years

- Equipment- 5 years
- Transportation- 5 years

2.2.6 Intangible assets - Intangible assets are intellectual property and internally developed information systems with a finite life and area accounted for in accordance with IAS 38 (“Intangible Assets”).The intangible assets acquired are measured at cost less accumulated amortization and impairment. Expenditure for development activities where the research results are applied to a plan or design for the production of new or substantially improved product and processes are capitalized if the product or process is technically and commercially feasible and can be separately identified, if the expenses can be measured reliably and if the Company has sufficient resources to complete the development of the asset. If these criteria are not met, the expenditures are expensed. If the criteria is met, projects will go from the research phase to the development phase if there is a successful build. The capitalized costs comprise the cost of materials, direct labor and the directly attributable proportion of overheads less any subsidy received for such costs. Other development expenditures are recognized in the statement of operations as an expense when incurred. Subsequent expenditure on capitalized intangible assets is recognized in the statement of operations unless it increases the future economic benefits embodied in the specific asset to which it relates. In that case, the costs are capitalized for only the increase the future economic benefits. Amortization is charged to the statement of operations on a straight-line basis over the estimated useful life of the intangible asset unless such life is indefinite. Other intangible assets are amortized from the date they are available for use. As of December 31, 2022, amortization has not started. The amortization method and estimated useful lives are assessed annually. Accounting has been done in accordance with IAS 38 (“Intangible Assets”).

2.2.7 Taxes – Taxes are calculated based on the taxable income or loss for the period and the tax laws that have been enacted or substantively enacted as of the reporting period. Taxes consider any non-deductible costs or non-taxable items. Deferred tax assets or tax liabilities are also considered when computing tax. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate based on amounts expected to be paid to the tax authority. In case of uncertainties related to income taxes, they are accounted for in accordance with IFRIC 23 (“Uncertainty over Income Tax Treatments”) and IAS 12 (“Income taxes”) based on the best estimate of those uncertainties.

2.2.7.1 A deferred tax is generated when there are temporary differences between asset or liabilities for financial reporting purposes and amounts used for tax purposes. Net operating losses can generate a deferred tax given such losses can be utilized in the future to reduce future taxable income. Tax rates applicable when the deferred tax is expected to reverse are used in the calculation of the deferred tax.

2.2.8 Leases – Contracts are reviewed to determine if they contain the elements of a lease. To be a lease, the right of control must be given to the lessee for a specified asset for a given time period for consideration. If the supplier has the right or practical ability to substitute alternative assets during the life of the contract, then the contract is not a lease. The lease liability is calculated by discounting all the lease payments not made at the commencement date by the implicit interest rate in the lease or the incremental borrowing rate. Extension options are included in the determination of the lease liability to the extent that it is reasonably certain that those options will be exercised. The lease liability and the right of use asset are the same value at the start of the lease. The right of use asset is amortized.

RanMarine leases consist of a single real estate contract for office use. This lease is for 5 years with payments totaling €351,336. The lease began in 2021 and a 4% discount was applied for the periods presented. Also, see Note 9 for additional lease details.

For 2022, amortization related to right of use assets was €63,988 (2021: €63,988) while the lease liability payment totaled €60,603 (2021: €62,607) with a discount expense of €8,793 (2021: €11,145).

Year	Lease Schedule Payments	Lease Liability Payment	Discount Expense	Total Lease Payments	Rights of Use Depreciation Schedule
2021	€ 73,752	€ 62,607	€ 11,145	€ 73,752	€ 63,988
2022	69,396	60,603	8,793	69,396	63,988
2023	69,396	63,027	6,369	69,396	63,988
2024	69,396	65,535	3,861	69,396	63,989
2025	69,396	68,170	1,226	69,396	63,989
Totals	€ 351,336	€ 319,942	€ 31,394	€ 351,336	€ 319,942

	2022	2021
Right of use asset to depreciate		
Beginning balance	€ 255,954	€ 319,942
Depreciation	63,988	63,988
Ending balance	€ 191,966	€ 255,954
Non-current lease liability		
Beginning balance	€ 257,335	€ 319,942
Payment related to liability	60,603	62,607
Current lease liability	63,027	60,603
Ending balance	€ 133,705	€ 196,732

2.2.9 Financial instruments - A financial instrument is any contract that gives rise to a financial asset of one party and a financial liability or equity instrument of another party. These include both non-derivative financial instruments, such as trade and other receivables and payables, and derivative financial instruments, such as foreign exchange contracts.

Trade payables, tax, remuneration, social security, other accounts payable including liability accruals are valued at nominal value. Supplier agreements or amounts due to statutory authorities determine costs. Management estimates amounts for accrued expenses. Financial assets and financial liabilities are recognized at their fair value initially. Transaction expenses for assets and liabilities are also included in the initial fair value measurement. Using the effective interest rate method, financial liabilities are measured at amortized cost after the initial recognition.

2.2.10 Provisions for liabilities and charges – Provisions are liabilities for uncertain times and amounts. Provisions are established if an obligation presently exists, there is a probable outflow of resources to cover the obligation and the obligation can be reasonably estimated. The provision represents the best estimate to settle the obligation. For both 2022 and 2021, there were no uncertain liabilities that required a provision.

2.2.11 Revenue – Contract revenue and other revenues excludes value added tax and is after discounts. Contract revenue recognition will take place in accordance with IFRS 15 ("Revenue from Contracts with Customers"); when there is an identifiable contract with a customer, the contract stipulates performance obligations, a price has been established, the price has been allocated to the contract performance obligations, then the specific revenue associated with the specific obligation completion is recognized. Contracts with customers generally consist of a single performance obligation, delivery of our products, the ASV's (autonomous surface vessels). We recognize revenue at delivery as risk of loss and control have been transferred to the customer at the time the product is picked up for delivery. Revenue measurement is fair value of the amount received or due. The revenue represents product and / or service amounts receivable generated during the normal course of business. Revenue is recognized net of deductions for returns, allowances, and rebates, which the Company has assessed as immaterial during each of the fiscal years in the accompanying financial statements. A liability will be established on the balance sheet when the customer has prepaid for a good or service. A receivable will be established where the contract performance obligation has met but payment has not been received.

2.2.12 Other income and expenses – Other income consists primarily of government grants and subsidies. The income is recognized on a systematic basis matching the related costs in the period and on the basis which the grant it was intended to compensate. RanMarine only recognizes grants when it knows it will be able to meet the conditions of the grant and when it assured that the grant will be received. Other expenses are the costs associated with the convertible notes payable and warrants (see Note 13).

2.2.13 Pensions – RanMarine's pension is part of the Metal and Engineering Industry Pension Fund ("PMT"). The pension plan is a fixed monthly contribution based on a defined set of rules which becomes available once the employee retires. The contributions are expensed as the obligation to make payments is incurred. The treatment similar to the treatment of a defined contribution plan.

2.2.14 Impairment of non-financial assets – Management assesses whether an asset may be impaired at each reporting date. If any indication of impairment exists, or when testing is required, the recoverable amount will be determined. When the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used. Impairment losses including impairment on inventories are recognized in the statement of operations. After impairment, depreciation is provided on the revised carrying amount of the asset over its remaining useful life. RanMarine bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Company's cash generating units ("CGU") to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Company extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the Company operates, or for the market in which the asset is used. For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognized impairment losses no longer exist or have decreased. If such indication exists, the Company estimates the asset's or CGU's recoverable amount.

2.2.15 Earnings (loss) per share – Basic earnings (loss) per share are calculated in accordance with IAS 33 ("Earnings per Share") based on earnings (loss) attributable to the Company's shareholders and the weighted average number of shares outstanding during the period. The 6,552,558 outstanding shares as of December 31, 2022 (see Note 17), represent the shares issued and outstanding by RanMarine. This presentation is consistent with the principles in IAS 33.64, which requires calculation of basic and diluted earnings per share for all periods presented to be adjusted retrospectively if changes occur to the capital structure after the reporting period but before the financial statements are authorized for issue.

2.2.16 New and revised standards issued, but not yet effective – The Company is currently evaluating the effects of the new or revised accounting standards listed below but does not expect any material effects.

- IFRS 17(A) Insurance Contracts
- IFRS 3(A) Business Combinations
- Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)
- IAS 1(A) Presentation of Financial Statements: Classification of Liabilities as Current or Non-current
- IAS 8(A) Definition of Accounting Estimates
- IAS 37(A) Provisions, Contingent Liabilities and Contingent Assets

2.2.17 Reclassifications – Certain 2021 amounts have been reclassified to conform to the 2022 presentation.

3. Significant Accounting Judgments, Assumptions, and Estimates

3.1 Going concern - For RanMarine., material going concern uncertainties exist. This conclusion involves significant judgment based on the deficit as of December 31, 2022 and 2021 which is (€3,390,570) and (€77,488) respectively. As of year-end, the Company's current liabilities exceeded its current assets by €4,358,336 (2021: €768,933). RanMarine has received financing by grants and investors, for developing new products. RanMarine plans an Initial Public Offering ("IPO") in order to be listed and trading on the NASDAQ in 2023. As disclosed in Note 2.1, basis of preparation, there are some material risks and uncertainties that may cast significant doubt about our ability to continue as a going concern.

3.2 Pension liability - Liabilities and expenses for employee benefits generally are recognized in the period in which the services are rendered. RanMarine's pension is part of the PMT pension fund. This fund is the Metal and Engineering Industry Pension Fund. Contributions are expensed as the obligation to make the payments is incurred.

3.3 Deferred tax – Judgments and estimates are made with regard to the ability to utilize net operating losses and other tax credits that can be carried forward against taxable income in future years. RanMarine recorded a deferred tax asset on the balance sheet totaling €125,523 as December 31, 2021 based on an assessment of our ability to be able to utilize the deferred tax assets in future year tax returns. Due to the delay in obtaining additional financing, the Company has not been able to execute its business plans yet and concluded that it was not more likely than not to be able to realize profits in the near future. Due to this uncertainty, the Company elected to record a valuation reserve equal to the amount of its deferred tax asset. The Company's deferred tax asset amount as of December 31, 2022 was €593,830 and a valuation allowance equal to the same amount was recorded to reduce the deferred tax asset to zero.

From January 1, 2022 onwards, an indefinite loss carryforward applies in the Netherlands. Yet, losses (both carryforward and carryback) can only be fully deducted up to an amount of EUR 1 million taxable profit. If the profit in a year exceeds €1 million, the losses are only deductible up to 50% of the higher taxable profit minus an amount of €1 million. Hence the Company can utilize its compensable losses as soon it becomes profitable.

RanMarine has compensable losses from the following years:

	Offsettable losses as of January 1, 2022	Addition in 2022	Offsettable losses as of December 31, 2022
	€	€	€
2016	8,971	-	8,971
2017	113,373	-	113,373
2018	138,599	-	138,599
2019	173,454	-	173,454
2020	402,425	-	402,425
2022	-	3,122,043	3,122,043
	836,822	**3,122,043**	**3,958,865**

3.4 Development costs - RanMarine capitalizes costs for product development projects. Management makes judgments on the viability of the project and the projected cost of full development. RanMarine management determines when a new product will be released to the market which is when the costs are capitalized. Management must also judge the expected revenue to be earned. The carrying amount of capitalized development costs was €964,109 as of December 31, 2022 (2021: €499,439).

3.5 Provision for expected credit losses of trade receivables – RanMarine assess and measures credit losses in accordance with IFRS 9 ("Financial Instruments"). There is currently no provision for credit losses on the balance sheet. The Company has not experienced any non-payment from a customer in it's history, as it generally requires an upfront payment from the customer.

3.6 Provision for warranty – RanMarine offers a 1-year warranty for customers outside the EU and a 2 year warranty for customers inside the EU. Currently, there are no warranty provisions on the balance sheet as management has forecasted it is not material prospectively for each of the fiscal years in the accompanying financial statements. In 2022 warranty expenses were zero and €885 in 2021. It will continue to be evaluated on an annual basis. Soon, warranty expenses will become material and at such time, a warranty provision as percentage of revenue will be recognized.

3.7 Fair value calculations – The Company estimates the fair value of the convertible note payable and the derivative warrant liability (see Note 9) using a probability weighted scenario method, which determines the present value of the conversion and redemption options and weights them based on their probabilities of occurrence. Additionally, the Company utilizes the Black Scholes Model to calculate the value of the warrants that it issues. In using the Black Scholes Model, the Company makes assumptions regarding dividend yield, expected term, volatility and risk-free interest rates.

4. Cash and Cash Equivalents

	2022	2021
Rabobank	€ -	€ 92,624
ING Bank	18	184
Cash in transit	430	-
Total	€ 448	€ 92,808

5. Accounts Receivable

RanMarine carries low trade receivables as the Company generally requires customer deposits before processing orders. The bad debt expense and the allowance for doubtful accounts is zero for both 2022 and 2021. The Company had one customer whose account balance comprised approximately 78% of the accounts receivable balance as of December 31, 2022. The same customer's account balance comprised 100% of the accounts receivable balance as of December 31, 2021.

	2022	2021
Accounts receivable	€ 124,814	€ 11,387
Total	€ 124,814	€ 11,387

6. Other Receivables

RanMarine received a grant from the European Commission, European Innovation Council ("EIC") in October 2020. It had a 24-month duration through maturity in September 2022 with a 70% reimbursement rate. The subsidy receivable of €191,475 is the last outstanding amount of this grant and has been received in March 2023. See Note 21 for further details.

	2022	2021
Rent deposit	€ 11,875	€ 11,875
Subsidy	191,475	17,532
Prepayments	45,819	-
VAT receivable	43,204	16,782
Total	€ 292,373	€ 46,189

7. Inventory

	2022	2021
Raw materials	€ 46,785	€ 14,940
Total	€ 46,785	€ 14,940

8. Property, Plant and Equipment net

	Plant and machinery	Equipment	Total
Purchase price	€ 1,431	€ 3,878	€ 5,309
Cumulative depreciation	(42)	(210)	(252)
At January 1, 2021	1,389	3,668	5,057
Investments	-	3,911	3,911
Depreciation	(286)	(1,411)	(1,697)
At December 31, 2021	1,103	6,168	7,271
Investments	-	6,176	6,176
Depreciation	(286)	(2,239)	(2,525)
At December 31, 2022	817	10,105	10,922
Purchase price	1,431	13,965	15,396
Cumulative depreciation	(614)	(3,860)	(4,474)
At December 31, 2022	€ 817	€ 10,105	€ 10,922

9. Leases

RanMarine entered into a 5-year lease agreement on January 1, 2021 for office and workshops. After the initial 5 year less is completed, a clause exists allowing for the automatic renewal of the lease if the tenant or lessor do not give notice of termination. Notice of termination must be made 6 months before the end of the lease. Refer to Note 2.2.8 for additional disclosures.

10. Income Tax

Deferred tax asset – RanMarine had a deferred tax asset of € 125,523 as December 31, 2021 because at that time the Company expected to be profitable in the near future and be able to utilize the deferred tax assets in future tax returns. Due to delayed financing costs the Company has not been able to execute its business plans yet and will not realize profits in the near future. Because the amount to be utilized in future tax returns is at this point uncertain the Company decided to record a valuation allowance to reduce the deferred tax asset to zero (see Note 3.3).

11. Intangible Assets

	Research and development costs	Concessions intellectual property rights	Total
Cost or valuation			
At January 1, 2021	€ 136,407	€ 28,622	€ 165,029
Investments	334,410	-	334,410
At December 31, 2021	470,817	28,622	499,439
Investments	464,670	-	464,670
At December 31, 2022	€ 935,487	€ 28,622	€ 964,109

12. Trade Payables

	2022	2021
Trades payable	€ 473,028	€ 53,244
Total	€ 473,028	€ 53,244

The Company had one vendor whose account balance comprised approximately 10% of the trade payables balance as of December 31, 2022. There were two vendors with balances approximating 16% and 10% as of December 31, 2021.

13. Derivative Liabilities

	2022	2021
Warrant liabilities	€ 2,635,778	€ -
Convertible notes payable	1,040,009	-
Total	€ 3,675,787	€ -

Convertible Notes Payables and Debt Discount (Contra-Debt)

On various dates throughout 2022 (the "Issue Date"), the Company entered into Securities Purchase Agreements (the "Agreements") with certain third-party creditors and related parties (the "Holders") whereby the Company issued 20% Original Issue Discount Senior Convertible Promissory Notes (the "Notes") with an aggregate principal amount (par value) of approximately €1.1 million (the "Principal"), convertible into the Company's ordinary shares with a par value of €0.01 per share (the "Ordinary Shares"). The Notes are payable on the earlier of: (i) six (6) months from the Issue Date (e.g. August 19, 2022) or (ii) on the date on which the Company consummates a Qualified IPO (as defined in the Agreements) (such date, the "Maturity Date"), or such earlier date as the Notes are required or permitted to be repaid, unless Holder elects to convert the Principal into a certain number of shares of the Company's Ordinary Shares, and pursuant to the terms of conversion. The Company may prepay the Notes in cash, at any time following the Issue Date and up to the Maturity Date, at a premium of one hundred and five percent (105%) of the face amount of the Note, upon five (5) day prior written notice to Holder.

The Notes are convertible at the Holder's election upon the closing of a Qualified IPO into Ordinary Shares of the Company at a conversion price equal to 100% of the offering price to the public in the Qualified IPO (the "Conversion Price"). The Notes become immediately due and payable upon an Event of Default (as defined in the Agreements).

Due to these embedded features within the Notes, the Company elected to account for the Notes at fair value at inception under IFRS 9, "*Financial Instruments*". Subsequent changes in fair value are recorded as a component of other income (loss) in the Consolidated Statements of Operations.

The Company estimates the fair value of the convertible note payable using a probability weighted scenario method, which determines the present value of the conversion and redemption options and weights them based on their probabilities of occurrence. The fair value of the Notes upon issuance was estimated to be €1,040,009 (face value of €1,074,548 less debt discount of €34,539).

The 20% original discount to the principal amount is included in the carrying value of the Notes. During 2022, the Company recorded a debt discount of approximately €214,909. upon issuance of the Notes for the original issue discount. As a result of electing the fair value option, any direct costs and fees related to the Notes were expensed as incurred. For the three months ended March 31, 2023, the Company recorded a loss of less than €0.1 million related to the change in fair value of the Notes which was recognized in other income (expense) on the Consolidated Statement of Operations as a result of the Company's election of the fair value option.

The following table presents the Note as of December 31, 2022:

	December 31 2022
Face value of the Notes	€ 1,074,548
Debt discount	(214,909)
Carrying value of the Notes before current period change in fair value	859,639
Fair value adjustment through earnings	180,370
Total carrying value of Notes	€ 1,040,009

On May 8, 2023, the Company and the relevant noteholders amended the terms of the Notes to extend the Maturity Date to December 31, 2023, and to clarify that Ordinary Shares means American depositary shares.

Warrant liabilities

With each Note purchase, the Holder was also issued warrants to purchase up to 40,000 Ordinary Shares of the Company (the "Warrant Shares") for every €100,000 of Note principal (the "Warrants"). Each Warrant is exercisable for a period commencing on the date the Company completes a Qualified IPO and terminating five (5) years after such date at an exercise price of €0.01 per share, subject to customary anti-dilution adjustments. If, at any time after the issuance date of the Warrant, a registration statement covering the resale of the Warrant Shares is not effective, the Holder may exercise the Warrant by means of a cashless exercise.

The Warrants were determined to be liabilities under IAS 32, "*Financial Statements: Presentation."* as they are puttable to the Company upon the occurrence of a Fundamental Transaction (as defined in the agreements). As such, the Company recorded the Warrants as a liability at fair value with subsequent changes in fair value recognized in earnings. The Company utilized the Black Scholes Model to calculate the value of these warrants issued during the year ended December 31, 2022. The fair value of the Warrants of €2,487,482 million was estimated at the date of issuance using the following weighted average assumptions: dividend yield 0%; expected term of five years; volatility ranging from 33.0% - 35.0%; and a risk-free interest rate ranging from 2.9% – 4.1%.

Transaction costs incurred attributable to the issuance of the Warrants were immediately expensed in accordance with IAS 32.

During the year ended December 31, 2022, the Company recorded a loss of €148,297 related to the change in fair value of the warrant liability which is recorded in other income (expense) on the Statements of Operations. The fair value of the Warrants of €2,635,799 was estimated at December 31, 2022 utilizing the Black Scholes Model using the following weighted average assumptions: dividend yield 0%; term of five years; volatility of 37.0%; and a risk-free interest rate of 4.0%.

14. Loans and Payments to Related Parties

Boundary Holding S.à r.l. is a shareholder of RanMarine. There is a loan agreement between the two companies as of May 27, 2021, for €100,000. The note does not carry interest or a term limit. RanMarine has paid €32,800 as of December, 2022. The other payables as of December 31, 2022 are a €9,400 short term non-interest bearing loan with one of the shareholders and €68,500 deferred payments for advisory services performed. Also approximately €478,191 of the €1,040,009 convertible notes payable are with related parties (officers and shareholders of the Company).

15. Taxes and Social Securities Payable

	2022	2021
Payroll Tax	€ 175,308	€ 84,857
Total	€ 175,308	€ 84,857

16. Other Current Liabilities

	2022	2021
Deferred revenue	€ 95,459	€ 91,070
Advisors	62,721	-
Holiday bonus	24,027	23,554
EIC grant	-	530,929
Total	€ 182,207	€ 645,553

17. Issued Capital and Reserves

The Company is authorized to issue unlimited ordinary shares. The nominal or par value of the shares is €0.01 per share. At December 31, 2022 and 2021, the Company has issued and outstanding shares of 6,552,558 after giving effect to a stock split of 7,029.57 to 1 declared by the Company on December 27, 2022 which has been retroactively adjusted to the earliest year presented in the accompanying financial statements.

The legal reserve of €470,817 per December 2021 and €935,487 per December 2022 are the capitalized R&D costs (see Note 11). Legal reserves are reserves that cannot be distributed to the shareholders. Dutch law requires that the capitalized R&D costs are protected by forming a legal reserve.

18. Sales

	2022	2021
Europe	€ 219,653	€ 29,758
North America	207,883	156,075
Rest of the World	4,891	68,430
Total	€ 432,427	€ 254,263

The Company had 57% of its sales with one customer in 2022. For 2021, 41% of the Company sales was with one customer and three other customers accounted for approximately 13% each of the total sales.

19. Operating expenses

19.1 Research and development – RanMarine capitalizes wages and direct material expenses associated with R&D. 70% of the wages and direct material expenses are reimbursed through government grants. The remaining 30% of the wages and direct material expenses are being capitalized in accordance with IAS 38 (see Note 2.2.6).

19.2 Sales and Marketing

	2022	2021
Publicity and advertisement	€ 100,552	€ 11,940
Representation costs	2,477	493
Traveling expenses	40,787	24,138
Other sales and marketing costs	18,939	13,766
Total	€ 162,755	€ 50,337

19.3 General and Administrative

	2022	2021
General expenses	€ 563,997	€ 75,551
Wages and salaries	208,096	232,823
Management fees	139,300	64,420
Social security charges	103,275	114,236
Pension costs	69,988	76,088
Depreciation and amortization	66,513	65,685
Freight costs	30,039	42,366
Office expense	28,768	13,599
Other personnel expenses	14,821	5,919
Lease expense	10,320	11,144
Accommodation expenses	7,372	6,160
Car expenses	6,827	2,541
Operating costs	2,998	3,254
Total	€ 1,252,314	€ 713,786

19.4 Wages and Salaries

	2022	2021
Wages and salaries		
Gross wages	€ 618,738	€ 677,084
Movement of holiday bonus liability	49,163	11,667
Payroll R&D tax credits	(132,595)	(178,799)
Capitalized R&D costs	(327,210)	(277,129)
	€ 208,096	€ 232,823

19.5 Social Security Charges

	2022	2021
Industrial Insurance board	€ 100,877	€ 109,745
Contribution health insurance	2,398	4,491
	€ 103,275	€ 114,236

19.6 General Expenses

	2022	2021
Consultancy fees	€ 260,494	€ 38,520
Accounting costs	231,943	10,428
Automation costs	31,254	15,692
Fines, costs and charges	11,905	16
Notarial charges	6,773	2,691
Insurance	2,600	2,848
Other general expenses	19,028	5,356
Total	€ 563,997	€ 75,551

20. Other Income and Expense

	2022	2021
EIC subsidy	€ 776,910	€ 672,257
Other subsidies	136,370	26,136
Change in fair value of warrant liabilities	(2,635,779)	-
Change in fair value of convertible notes payable	(180,371)	-
Total other income (expense), net	€ (1,902,870)	€ 698,393

21. Government Grants

RanMarine received a grant from the European Commission, European Innovation Council ("EIC") in October 2020. It is a 24-month duration with a 70% reimbursement rate. The final amount to be received has been set at €1,508,296. The Company received the remaining amount of €191,475 in March 2023.

	Funds Received	Funds Spent	Funds To be received	Total
Cost or valuation				
At January 1, 2021	€ 873,892	€ 81,137	€ -	€ 792,755
Activity	476,669	738,495	-	(261,826)
At December 31, 2021	1,350,561	819,632	-	530,929
Activity/Funds received		722,404	191,475	(530,929)
At December 31, 2022	€ 1,350,561	€ 1,542,036	€ 191,475	€ -

RanMarine was rewarded an Emergency Bridging Measure for Job Opportunities ("NOW") wage subsidy from the Dutch government for COVID-19 emergency funding. The NOW program provides that business that suffer at least a 20% loss in their revenue over a 3-month period will receive a subsidy of up to 90% of their wage cost, in proportion to the fall in revenue. RanMarine was awarded €37,438 in 2021 and €57,452 in 2022.

WBSO (Wet Bevordering Speur-en Ontwikkelingswerk) is a tax compensation for R&D activities from the Dutch government. This credit can be as high as 40%, which allows for savings on payroll tax payments. For 2022 RanMarine received €132,595 (2021: €141,361). The full amount of granted WBSO is being fully utilized in the respective years.

RanMarine has received an amount of €78,827 of other Dutch governmental grants for various projects.

22. Key Management Personnel Compensation

Related persons as defined by IAS 24 ("Related Party Disclosures") are persons who, by virtue of their positions, are responsible for the operations of RanMarine. The executive management team consist of the Chief Executive Officer and the Chief Operating Officer. They have the authority and responsibility for planning, directing, and controlling operating activities. The executive management personnel are compensated through employee wages. There is no additional compensation structure in place.

23. Financial Instruments and Financial Risk Management

23.1 Financial instruments – Trade payables, tax, remuneration, social security, other accounts payable including liability accruals are valued at nominal value. Financial assets and financial liabilities are recognized at their fair value initially. Transaction expenses for assets and liabilities are also included in the initial fair value measurement. Using the effective interest rate method, financial liabilities are measured at amortized cost after the initial recognition

23.2 Financial risk management – Management has the overall responsibility to establish and oversee RanMarine's financial risk management. Financial risk management policies are established to identify and analyze the risks faced by RanMarine, to set appropriate risk limits and controls and to monitor risks and adherence to limits. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and RanMarine's activities. Through its training and management standards and procedures, aims to maintain a disciplined and constructive control environment in which all employees understand their roles and obligations.

24. Subsequent Events

24.1 Subsequent to December 31, 2022, the Company issued additional loans totaling €1,670,688. The bridge loans have similar terms and conditions to the Convertible Notes discussed above.

24.2 Management of the Company has evaluated all events and transactions that occurred subsequent to December 31, 2022 through the date the accompanying financial statements were available to be issued and were filed with the Securities and Exchange Commission for possible recognition or disclosure. Except for the events described above under Note 24.1, there were no other subsequent events that required recognition or disclosure.

RANMARINE

IFRS FINANCIAL STATEMENTS HALF YEAR 2023 AND 2022

CONTENT

INTRODUCTION TO RANMARINE

RanMarine is a cleantech company that designs, manufactures and sells autonomous surface vessels, or ASVs. As a technology company, our specific market focus is providing robotic vessels to harvest harmful plastic pollutants, oils and algae/biomass from water while collecting critical water quality data.

Our mission is to empower people, companies and governments across the planet with the ability to restore the marine environment to its natural state via autonomous electric vessels. Our data-driven autonomous technology and our patent protected devices create this opportunity by cleaning and monitoring our communal waters with zero emissions.

Also known as “aquatic drones”, our ASVs clean the surfaces of waterways, canal systems, ponds, marinas and ports. While working, our ASVs also capture real-time quality data to help our customers make informed decisions about the quality of the water they operate in.

We focus on what we call “at source” pollution – our belief is that if RanMarine focuses on where the majority of the floating pollution is coming from, then we will reduce the pollution that ends up in the oceans. Much like vacuuming continuously to clean a home of dust before it builds up, RanMarine wants to efficiently and continuously “vacuum” waterways, so there is minimal build-up of waste and pollution using automated technology.

As well as directly removing pollution from inland and coastal waters, RanMarine’s ASVs are data-enabled and can be fitted with water quality sensors that allows customers to closely monitor, in real time, the environment and makeup of their water. Our ASVs relay sensor data back to RanMarine Connect, our cloud-based control and data management system with each data point collected timestamped and Global Positioning System (“GPS”) tagged. This acts as a basis for accurate measurement and reporting on the environmental impact of our solutions over time: valuable insight which can be used for credible organizational “ESG” (environmental, social and governance) reporting.

We are based in Rotterdam, the Netherlands. As the largest commercial port outside of Asia, Rotterdam offers a number of advantages for a technology-led company like RanMarine. As the largest seaport in Europe, Rotterdam has a strong maritime history, and is well known as a center for European maritime innovation. Thanks to the presence of specialized educational institutions such as Erasmus University and the *Scheepvaart & Transport College* (Shipping & Transport College), maritime and technological knowledge is constantly developing in this region.

Balance Sheets as of June 30, 2023 and December 31, 2022

	As of June 30 2023	As of December 31 2022
Assets		
Current assets		
Cash and cash equivalents	€ 185,415	€ 448
Accounts receivable	73,508	124,814
Other receivables	161,578	292,373
Inventory	151,934	46,785
	572,435	464,420
Non-current assets		
Property, plant and equipment net	9,326	10,922
Right of use asset	159,972	191,966
Intangible assets	1,070,232	964,109
	1,239,530	1,166,997
Total assets	€ 1,811,965	€ 1,631,417
Liabilities		
Current liabilities		
Bank overdraft	€ -	€ 108,299
Trade payables	424,235	473,028
Derivative liabilities - convertible note	2,995,010	1,040,009
Derivative liabilities - warrants	4,108,537	2,635,778
Loans and liabilities to related parties	89,300	145,100
Taxes and social securities payable	185,217	175,308
Current portion of lease liability	63,027	63,027
Other current liabilities	525,717	182,207
	8,391,043	4,822,756
Non-current liabilities		
Lease liability, net of current portion	101,249	133,705
	101,249	133,705
Total liabilities	8,492,292	4,956,461
Shareholders' equity (deficit)		
Share capital	65,526	65,526
Reserves (deficit)	(6,745,853)	(3,390,570)
Total shareholders' equity (deficit)	(6,680,327)	(3,325,044)
Total shareholders' equity (deficit) and liabilities	€ 1,811,965	€ 1,631,417

The accompanying notes are an integral part of these financial statements.

Statements of Operations for the half years ended June 30, 2023 and 2022

	HY 2023	HY 2022
Sales	€ 332,335	€ 205,901
Cost of sales	163,220	107,274
Gross profit	169,115	98,627
	51%	48%
Operating expenses		
Research & development	66,442	33,885
Sales and marketing	185,170	44,592
General and administrative	1,597,100	304,717
Total operating expenses	1,848,712	383,194
Operating loss	(1,679,597)	(284,567)
Other expense, net	(1,675,686)	(840,873)
Net loss before taxes	(3,355,283)	(1,125,440)
Provision (benefit) for income taxes	-	125,523
Net loss	€ (3,355,283)	€ (1,250,963)
Basic earnings (loss) per ordinary share:	€ (0.51)	€ (0.19)
Weighted average ordinary shares outstanding:	6,552,558	6,552,558

The accompanying notes are an integral part of these financial statements.

Statements of Changes in Equity (Deficit) for the half years ended June 30, 2023 and 2022

	Issued Capital Par Value*	Share Premium APIC *	Legal Reserves	Accumulated Deficit	Totals
Beginning balance, January 1, 2023	€ 65,526	€ 626,894	€ 935,487	€ (4,952,951)	€ (3,325,044)
Net loss	-	-	-	(3,355,283)	(3,355,283)
Legal reserve	-	-	106,123	(106,123)	-
Ending balance, June 30, 2023	€ 65,526	€ 626,894	€ 1,041,610	€ (8,414,357)	€ (6,680,327)

	Issued Capital Par Value*	Share Premium APIC *	Legal Reserves	Accumulated Deficit	Totals
Beginning balance, July 1, 2022	€ 65,526	€ 626,894	€ 625,939	€ (2,646,799)	€ (1,328,441)
Net loss	-	-	-	(1,996,603)	(1,996,603)
Legal reserve	-	-	309,548	(309,548)	-
Ending balance, December 31, 2022	€ 65,526	€ 626,894	€ 935,487	€ (4,952,951)	€ (3,325,044)

	Issued Capital Par Value*	Share Premium APIC *	Legal Reserves	Accumulated Deficit	Totals
Beginning balance, January 1, 2022	€ 65,526	€ 626,894	€ 470,817	€ (1,240,715)	€ (77,478)
Net loss	-	-	-	(1,250,963)	(1,250,963)
Legal reserve	-	-	155,122	(15,122)	-
Ending balance, June 30, 2022	€ 65,526	€ 626,894	€ 625,939	€ (2,506,799)	€ (1,328,441)

*Retroactively adjusted to reflect the impact of the 7,029,57 to 1 stock split which was declared by the Company on 27 December 2022

The accompanying notes are an integral part of these financial statements.

Statements of Cash Flows for half years ended June 30, 2023 and 2022

For the Year Ended:	**As of June 30, 2023**	**As of June 30, 2022**
Cash at Beginning:	€ 448	€ 92,807
Cash at Ending:	185,415	23,438
	€ 184,967	€ (69,369)
OPERATING ACTIVITIES		
Net loss	€ (3,355,283)	€ (1,250,963)
Change in fair value of derivative liabilities	1,708,900	1,163,081
Depreciation and amortization	118,376	33,212
Accrued advisory services performed by related parties	47,500	10,001
Inventory	(105,149)	(45,854)
Accounts receivable and other receivables	182,101	(321,955)
Accrued expenses	284,919	31,198
Trade payables	(48,793)	74,866
Deferred tax asset	-	125,523
Net cashflow used in operating activities	(1,167,429)	(180,891)
INVESTING ACTIVITIES		
Capital expenditures for property, plant and equipment		(3,143)
Purchases of intangible assets	(190,909)	(155,121)
Net cash flow used in investing activities	(190,909)	(158,264)
FINANCING ACTIVITIES		
Bank overdraft	(108,299)	-
Payments made on lease liability	(32,456)	(31,232)
Advances from derivative liabilities	1,718,860	301,019
Payments made on loans to related parties	(34,800)	-
Net cash flow from financing activities	1,543,305	269,786
Net Cash Flow	€ 184,967	€ (69,369)

The accompanying notes are an integral part of these financial statements.

Notes to Financial Statements

1. Corporate Information

"The Company", "RanMarine", "RanMarine Technology" refers to RanMarine Technology B.V.; which was incorporated March 25, 2016. RanMarine is a private company that specializes in the design and development of industrial autonomous surface vessels ("ASV's") for ports, harbors, and other marine and water environments. RanMarine products are designed to be used manually via an onshore operator, or autonomously with online control and access.

The registered and actual address of RanMarine is Galileistraat 15, in Rotterdam. The Company is registered at the chamber of commerce under number 65812441.

As part of a reorganization in 2022, the Company formed two operating entities: RanMarine B.V. in the Netherlands and RanMarine USA LLC in the United States. As a result, RanMarine Technology B.V. is the parent holding company of the group.

The accompanying financial statements of RanMarine were authorized for issue by the Management Board on December 21, 2023.

2. Summary of Significant Accounting Policies

2.1 Basis of preparation

The accompanying financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), taking into account the recommendations of the International Financial Reporting Standards Interpretations Committee ("IFRIC").

The accounting principles set out below unless stated otherwise, have been applied consistently for all periods presented in the accompanying financial statements.

The Company's fiscal year-end is December 31. The financial statements valuations are based on the historical cost unless stated otherwise. The functional and presentation currency of the Company is the Euro.

The accompanying financial statements are prepared under the assumption that the business will continue as a going concern. As an early-stage company, we have not yet reached the critical sales volume and are heavily relying on research & development ("R&D") grants.

Our ability to continue as a going concern and realize our assets and discharge our liabilities in the normal course of business is dependent upon closing timely additional sales orders and the ability to raise additional debt or equity financing, as required. There are various risks and uncertainties affecting our future financial position and its performance including, but not limited to:

- The market acceptance and rate of commercialization of our product offerings;
- Ability to successfully execute our business plan;
- Ability to raise additional capital at acceptable terms;
- General local and global economic conditions.

Our strategy to mitigate these material risks and uncertainties is to execute timely a business plan aimed at continued focus on revenue growth, product development and innovation, improving overall gross profit, managing operating expenses and working capital requirements, and securing additional capital, as needed.

Failure to implement our business plan could have a material adverse effect on our financial condition and/or financial performance. There is no assurance that we will be able to raise additional capital as it is required in the future. Accordingly, there are material risks and uncertainties that may cast significant doubt about our ability to continue as a going concern.

These financial statements do not include any adjustments to the carrying amounts and classification of assets, liabilities and reported expenses that may otherwise be required if the going concern basis was not appropriate.

2.2 Significant accounting policies

2.2.1 Current versus non-current classification - Assets and obligations that are classified as current shall mature within one year. Non-current assets and obligations shall mature beyond one year from the balance sheet date.

2.2.2 Cash and Cash Equivalents - Cash is recognized based on the amount received. Cash equivalents, which are assets that can generally be liquidated in less than 90 days based on convertibility and short-term maturity, are carried at cost. Any bank overdrafts are accounted for based on the amount that must be repaid to the lender. Cash balances may exceed the insured limits from time to time. The Company has not experienced any losses with respect to uninsured balances.

2.2.3 Accounts receivable – Receivables (amounts due from trade debtors and other receivables including prepayments) are initially recognized at cost which is also the fair value. Current receivables, receivables that fall due within one year, are carried at cost unless there is a known significant credit risk. Receivables are reviewed to determine if a reserve needs to be entered for credit losses. If a reserve is deemed necessary, accounts receivable would be carried at cost less the reserve.

2.2.4 Inventory - Inventories are valued at the lower of cost or market, market being net realizable value. Net realizable value is calculated based on the estimated selling price of the product less cost to get the inventory in sellable condition.

The carrying amount of inventories is expensed as inventories are sold and recognized in cost of sales. Write-downs to net realizable value and losses are expensed in the period they occur. Any reversal of write-downs is recognized in the period the reversal occurs. The inventories of the Company in 2022 and 2023 consisted only of raw materials.

2.2.5 Property, plant, and equipment – Property, plant, and equipment are measured at historical cost. They are carried at cost less accumulated depreciation and any impairment value. Depreciation is on a straight-line basis over an estimated useful life given to the asset by management. Useful lives are reviewed periodically for needed changes. All repairs and maintenance costs are expensed when incurred.

Useful lives of property, plant, and equipment

- Plant and machinery- 5 years
- Equipment- 5 years
- Transportation- 5 years

2.2.6 Intangible assets - Intangible assets are intellectual property and internally developed information systems with a finite life accounted for in accordance with IAS 38 (“Intangible Assets”). The intangible assets acquired are measured at cost less accumulated amortization and impairment. Expenditures for development activities where the research results are applied to a plan or design for the production of new or substantially improved product and processes are capitalized if 1) the product or process is technologically and commercially feasible and can be separately identified, and 2) the expenses can be measured reliably, and 3) the Company has sufficient resources to complete the development of the asset. If these criteria are not met, the expenditures are expensed. If the criteria are met, projects will go from the research phase to the development phase if there is a successful build. The capitalized costs comprise the cost of materials, direct labor and the directly attributable proportion of overheads less any subsidy received for such costs. Other development expenditures are recognized in the statement of operations as an expense when incurred. Subsequent expenditures on capitalized intangible assets are recognized in the statement of operations unless it increases the future economic benefits embodied in the specific asset to which it relates. In that case, the costs are capitalized for only the increase the future economic benefits. Amortization is charged to the statement of operations on a straight-line basis over the estimated useful life of the intangible asset unless such life is indefinite. Other intangible assets are amortized from the date they are available for use. The amortization method and estimated useful lives are assessed annually. Intangible assets have been accounted for in accordance with IAS 38 (“Intangible Assets”).

2.2.7 Taxes – Taxes are calculated based on the taxable income or loss for the period and the tax laws that have been enacted or substantively enacted as of the reporting period. Taxes consider any non-deductible costs or non-taxable items. Deferred tax assets or tax liabilities are also considered when computing tax. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate based on amounts expected to be paid to the tax authority. In case of uncertainties related to income taxes, they are accounted for in accordance with IFRIC 23 (“Uncertainty over Income Tax Treatments”) and IAS 12 (“Income taxes”) based on the best estimate of those uncertainties.

2.2.7.1 A deferred tax is generated when there are temporary differences between asset or liabilities for financial reporting purposes and amounts used for tax purposes. Net operating losses can generate a deferred tax given such losses can be utilized in the future to reduce future taxable income. Tax rates applicable when the deferred tax is expected to reverse are used in the calculation of the deferred tax.

2.2.8 Leases – Contracts are reviewed to determine if they contain the elements of a lease. To be a lease, the right of control must be given to the lessee for a specified asset for a given time period for consideration. If the supplier has the right or practical ability to substitute alternative assets during the life of the contract, then the contract is not a lease. The lease liability is calculated by discounting all the lease payments not made at the commencement date by the implicit interest rate in the lease or the incremental borrowing rate. Extension options are included in the determination of the lease liability to the extent that it is reasonably certain that those options will be exercised. The lease liability and the right of use asset are the same value at the start of the lease. The right of use asset is amortized.

RanMarine leases consist of a single real estate contract for office use. This lease is for 5 years with payments totaling €351,336. The lease began in 2021 and a 4% discount was applied for the periods presented. Also, see Note 9 for additional lease details.

For the first half year of 2023, amortization related to right of use assets was €31,994 (2022: €31,994) while the lease liability payment totaled €32,456 (2022: €31,232) with a discount expense of €3,466 (2022: €8,793).

Year	Lease Schedule Payments	Lease Liability Payment	Discount Expense	Total Lease Payments	Rights of Use Depreciation Schedule
First HY 2021	€ 39,054	€ 33,232	€ 5,822	€ 39,054	€ 31,994
Second HY 2021	34,698	29,375	5,323	34,698	31,994
First HY 2022	34,698	30,041	4,657	34,698	31,994
Second HY 2022	34,698	30,562	4,136	34,698	31,994
First HY 2023	34,698	31,232	3,466	34,698	31,994
Second HY 2023	34,698	31,796	2,902	34,698	31,994
First HY 2024	34,698	32,456	2,242	34,698	31,994
Second HY 2024	34,698	33,079	1,619	34,698	31,994
Full Year 2025	69,396	68,169	1,227	69,396	63,990
Totals	€ 351,336	€ 319,942	€ 31,394	€ 351,336	€ 319,942

	As of June 30 2023	As of December 31 2022
Right of use asset to depreciate		
Beginning balance	€ 191,966	€ 255,954
Depreciation	31,994	63,988
Ending balance	€ 159,972	€ 191,966
Non-current lease liability		
Beginning balance	€ 196,733	€ 257,335
Payment related to liability	31,232	60,603
Current lease liability	64,252	63,027
Ending balance	€ 101,249	€ 133,705

2.2.9 Financial instruments - A financial instrument is any contract that gives rise to a financial asset of one party and a financial liability or equity instrument of another party. These include both non-derivative financial instruments, such as trade and other receivables and payables, and derivative financial instruments, such as foreign exchange contracts.

Trade payables, tax, remuneration, social security, other accounts payable including liability accruals are valued at nominal value. Supplier agreements or amounts due to statutory authorities determine costs. Management estimates amounts for accrued expenses. Financial assets and financial liabilities are recognized at their fair value initially. Transaction expenses for assets and liabilities are also included in the initial fair value measurement. Using the effective interest rate method, financial liabilities are measured at amortized cost after the initial recognition.

2.2.10 Provisions for liabilities and charges – Provisions are liabilities for uncertain times and amounts. Provisions are established if an obligation presently exists, there is a probable outflow of resources to cover the obligation and the obligation can be reasonably estimated. The provision represents the best estimate to settle the obligation. For both 2023 and 2022, there were no uncertain liabilities that required a provision.

2.2.11 Revenue – Contract revenue and other revenues excludes value added tax and is after discounts. Contract revenue recognition will take place in accordance with IFRS 15 ("Revenue from Contracts with Customers"); when there is an identifiable contract with a customer, the contract stipulates performance obligations, a price has been established, the price has been allocated to the contract performance obligations, then the specific revenue associated with the specific obligation completion is recognized. Contracts with customers generally consist of a single performance obligation, delivery of our products, the ASV's (autonomous surface vessels). We recognize revenue at delivery as risk of loss and control have been transferred to the customer at the time the product is picked up for delivery. Revenue measurement is fair value of the amount received or due. The revenue represents product and / or service amounts receivable generated during the normal course of business. Revenue is recognized net of deductions for returns, allowances, and rebates, which the Company has assessed as immaterial during each of the fiscal years in the accompanying financial statements. A liability will be established on the balance sheet when the customer has prepaid for a good or service. A receivable will be established where the contract performance obligation has met but payment has not been received.

2.2.12 Other income and expenses – Other income consists primarily of government grants and subsidies. The income is recognized on a systematic basis matching the related costs in the period and on the basis which the grant it was intended to compensate. RanMarine only recognizes grants when it knows it will be able to meet the conditions of the grant and when it assured that the grant will be received. Other expenses are the costs associated with the convertible notes payable and warrants (see Note 13).

2.2.13 Pensions – RanMarine's pension is part of the Metal and Engineering Industry Pension Fund ("PMT"). The pension plan is a fixed monthly contribution based on a defined set of rules which becomes available once the employee retires. The contributions are expensed as the obligation to make payments is incurred. The treatment similar to the treatment of a defined contribution plan.

2.2.14 Impairment of non-financial assets – Management assesses whether an asset may be impaired at each reporting date. If any indication of impairment exists, or when testing is required, the recoverable amount will be determined. When the carrying amount of an asset exceeds its recoverable amount, the asset is considered impaired and written down to its recoverable amount.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions are taken into account, if available. If no such transactions can be identified, an appropriate valuation model is used. Impairment losses including impairment on inventories are recognized in the statement of operations. After impairment, depreciation is provided on the revised carrying amount of the asset over its remaining useful life. RanMarine bases its impairment calculation on detailed budgets and forecast calculations, which are prepared separately for each of the Company's cash generating units ("CGU") to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of five years. To estimate cash flow projections beyond periods covered by the most recent budgets/forecasts, the Company extrapolates cash flow projections in the budget using a steady or declining growth rate for subsequent years, unless an increasing rate can be justified. In any case, this growth rate does not exceed the long-term average growth rate for the products, industries, or country or countries in which the Company operates, or for the market in which the asset is used. For assets excluding goodwill, an assessment is made at each reporting date to determine whether there is an indication that previously recognized impairment losses no longer exist or have decreased. If such indication exists, the Company estimates the asset's or CGU's recoverable amount.

2.2.15 Earnings (loss) per share – Basic earnings (loss) per share are calculated in accordance with IAS 33 ("Earnings per Share") based on earnings (loss) attributable to the Company's shareholders and the weighted average number of shares outstanding during the period. The 6,552,558 outstanding shares as of December 31, 2022 (see Note 17), represent the shares issued and outstanding by RanMarine. This presentation is consistent with the principles in IAS 33.64, which requires calculation of basic and diluted earnings per share for all periods presented to be adjusted retrospectively if changes occur to the capital structure after the reporting period but before the financial statements are authorized for issue.

2.2.16 New and revised standards issued, but not yet effective – The Company is currently evaluating the effects of the new or revised accounting standards listed below but does not expect any material effects.

- IFRS 17(A) Insurance Contracts
- IFRS 3(A) Business Combinations
- Disclosure of Accounting Policies (Amendments to IAS 1 and IFRS Practice Statement 2)
- IAS 1(A) Presentation of Financial Statements: Classification of Liabilities as Current or Non-current
- IAS 8(A) Definition of Accounting Estimates
- IAS 37(A) Provisions, Contingent Liabilities and Contingent Assets

2.2.17 Reclassifications – Certain 2022 amounts have been reclassified to conform to the half year 2023 presentation.

3. Significant Accounting Judgments, Assumptions, and Estimates

3.1 Going concern - For RanMarine, material going concern uncertainties exist. This conclusion involves significant judgment based on the accumulated deficit as of June 30, 2023 and as of December 31, 2022 which is (€6,745,853) and (€3,390,570) respectively. As of June 30, 2023, the Company's current liabilities exceeded its current assets by €7,818,608 (December 31, 2022: €4,358,336), with €7,103,547 (December 31, 2022: €3,675,787) related to derivative liabilities (See Note *1 3 Derivative Liabilities*). RanMarine has received financing by grants and investors, for developing new products. RanMarine plans an Initial Public Offering ("IPO") in order to be listed and trading on the NASDAQ in 2023. As disclosed in Note 2.1, basis of preparation, there are some material risks and uncertainties that may cast significant doubt about our ability to continue as a going concern.

3.2 Pension liability - Liabilities and expenses for employee benefits generally are recognized in the period in which the services are rendered. RanMarine's pension is part of the PMT pension fund. This fund is the Metal and Engineering Industry Pension Fund. Contributions are expensed as the obligation to make the payments is incurred.

3.3 Deferred tax – Judgments and estimates are made with regard to the ability to utilize net operating losses and other tax credits that can be carried forward against taxable income in future years. RanMarine recorded a deferred tax asset on the balance sheet totaling €125,523 as 31 December 2021 based on an assessment of our ability to be able to utilize the deferred tax assets in future year tax returns. Due to the delay in obtaining additional financing, the Company has not been able to execute its business plans yet and concluded that it was not more likely than not to be able to realize profits in the near future. Due to this uncertainty, the Company elected to record a valuation reserve equal to the amount of its deferred tax asset. The Company's deferred tax asset amount as of June 30, 2022 was €294,339 and a valuation allowance equal to the same amount was recorded to reduce the deferred tax asset to zero.

From 1 January 2022 onwards, an indefinite loss carryforward applies in the Netherlands. Yet, losses (both carryforward and carryback) can only be fully deducted up to an amount of EUR 1 million taxable profit. If the profit in a year exceeds €1 million, the losses are only deductible up to 50% of the higher taxable profit minus an amount of €1 million. Hence the Company can utilize its compensable losses as soon it becomes profitable.

RanMarine has compensable losses from the following years:

	Offsettable losses as of January 1, 2023	Addition in 2023	Offsettable losses as of June 30, 2023
	€	€	€
2016	8,971	-	8,971
2017	113,373	-	113,373
2018	138,599	-	138,599
2019	173,454	-	173,454
2020	402,425	-	402,425
2022	3,122,043	-	3,122,043
2023		3,355,283	3,355,283
	3,958,865	3,355,283	7,314,148

3.4 Development costs - RanMarine capitalizes costs for product development projects. Management makes judgments on the viability of the project and the projected cost of full development. RanMarine management determines when a new product will be released to the market which is when the costs are capitalized. Management must also judge the expected revenue to be earned. The carrying amount of capitalized development costs was €1,070,232 as of June 30, 2023 (December 31, 2022 €964,109).

3.5 Provision for expected credit losses of trade receivables – RanMarine assess and measures credit losses in accordance with IFRS 9 ("Financial Instruments"). The Company has not experienced any non-payment from a customer in it's history, as it generally requires an upfront payment from the customer, therefore, there is currently no provision for credit losses on the balance sheet.

3.6 Provision for warranty – RanMarine offers a 1-year warranty for customers outside the EU and a 2-year warranty for customers inside the EU. Currently, there are no warranty provisions on the balance sheet as management has forecasted it is not material prospectively for each of the fiscal years in the accompanying financial statements. In the first half year of 2023 warranty expenses were €659 (2022: zero). It will continue to be evaluated on an annual basis. When and if warranty expenses are expected to become material, a warranty provision as percentage of revenue will be recognized.

3.7 Fair value calculations – The Company estimates the fair value of the convertible note payable and the derivative warrant liability (see Note 13) using a probability weighted scenario method, which determines the present value of the conversion and redemption options and weights them based on their probabilities of occurrence. Additionally, the Company utilizes the Black Scholes Model to calculate the value of the warrants that it issues. In using the Black Scholes Model, the Company makes assumptions regarding dividend yield, expected term, volatility and risk-free interest rates.

4. Cash and Cash Equivalents

	HY 2023	FY 2022
Rabobank EUR	€ 25,938	€ -
Rabobank USD	103,068	-
Mechanics Bank USD	55,961	-
ING Bank	-	18
Cash in transit	448	430
Total	€ 185,415	€ 448

5. Accounts Receivable

RanMarine carries low trade receivables as the Company generally requires customer deposits before processing orders. The bad debt expense and the allowance for doubtful accounts is zero for both the first half year of 2023 and the full year of 2022. The Company had one customer whose account balance comprised approximately 69% of the accounts receivable balance as of 30 June, 2023. The same customer's account balance comprised 78% of the accounts receivable balance as of 31 December, 2022.

	HY 2023	FY 2022
Accounts receivable	€ 73,508	€ 124,814
Total	€ 73,508	€ 124,814

6. Other Receivables

RanMarine received a grant from the European Commission, European Innovation Council ("EIC") in October 2020. It is 24-month in duration through maturity in September 2022 with a 70% reimbursement rate. The subsidy receivable of €191,475 is the last outstanding amount of this grant and has been received in March 2023.

	HY 2023	FY 2022
Rent deposit	€ 11,875	€ 11,875
Subsidy	-	191,475
Prepayments	31,713	45,819
VAT receivable	117,990	43,204
Total	€ 161,578	€ 292,373

7. Inventories

	HY 2023	FY 2022

Raw materials	€ 151,934	€ 46,785
Total	€ 151,934	€ 46,785

8. Property, Plant and Equipment net

	Plant and machinery	Equipment	Total
Purchase price	€ 1,431	€ 7,789	€ 9,220
Cumulative depreciation	(328)	(1,621)	(1,949)
At January 1, 2022	1,103	6,168	7,271
Investments	-	6,176	6,176
Depreciation	(286)	(2,239)	(2,525)
At December 31, 2022	817	10,105	10,922
Investments	-	-	-
Depreciation	(286)	(1,310)	(1,596)
At June 30, 2023	531	8,795	9,326
Purchase price	1,431	13,965	15,396
Cumulative depreciation	(900)	(5,170)	(6,070)
At June 30, 2023	€ 531	€ 8,795	€ 9,326

9. Leases

RanMarine entered into a 5-year lease agreement on January 1, 2021 for office and workshops. After the initial 5 year less is completed, a clause exists allowing for the automatic renewal of the lease if the tenant or lessor do not give notice of termination. Notice of termination must be made 6 months before the end of the lease. Refer to Note 2.2.8 for additional disclosures.

10. Income Tax

Deferred tax asset – RanMarine had a deferred tax asset of € 125,523 as 31 December, 2021 because at that time the Company expected to be profitable in the near future and be able to utilize the deferred tax assets in future tax returns. Due to delayed financing costs the Company has not been able to execute its business plans yet and will not realize profits in the near future. Because the amount to be utilized in future tax returns is at this point uncertain the Company decided to record a valuation allowance to reduce the deferred tax asset to zero (see Note 3.3).

11. Intangible Assets

	Research and development costs	Concessions intellectual property rights	Total
Cost or valuation			
At January 1, 2022	€ 470,817	€ 28,622	€ 499,439
Investments	464,670	-	464,670
At December 31, 2022	935,487	28,622	964,109
Investments	190,909	-	190,909
Amortization	(84,786)	-	(84,786)
At June 30, 2023	€ 1,041,610	€ 28,622	€ 1,070,232

12. Trade Payables

	HY 2023	FY 2022
Trades payable	€ 424,235	€ 473,028
Total	€ 424,235	€ 473,028

The Company had two vendor whose account balances comprised approximately 20% of the trade payable balance as of June 30, 2023. As per December 31, 2022 another vendor's his account balance comprised 17% of the trade payable balance as of 31 December, 2022.

13. Derivative Liabilities

	HY 2023	FY 2022
Warrant liabilities	€ 4,108,537	€ 2,635,778
Convertible notes payable	2,995,010	1,040,009
Total	€ 7,103,547	€ 3,675,787

Convertible Notes Payables and Debt Discount (Contra-Debt)

On various dates throughout 2022 and 2023 (the "Issue Date"), the Company entered into Securities Purchase Agreements (the "Agreements") with certain third-party creditors and related parties (the "Holders") whereby the Company issued 20% Original Issue Discount Senior Convertible Promissory Notes (the "Notes") with an aggregate principal amount (par value) of approximately €1.1 million (the "Principal"), convertible into the Company's ordinary shares with a par value of €0.01 per share (the "Ordinary Shares"). The Notes are payable on the earlier of: (i) six (6) months from the Issue Date (i.e. August 19, 2022) or (ii) on the date on which the Company consummates a Qualified IPO (as defined in the Agreements) (such date, the "Maturity Date"), or such earlier date as the Notes are required or permitted to be repaid, unless Holder elects to convert the Principal into a certain number of shares of the Company's Ordinary Shares, and pursuant to the terms of conversion. The Company may prepay the Notes in cash, at any time following the Issue Date and up to the Maturity Date, at a premium of one hundred and five percent (105%) of the face amount of the Note, upon five (5) day prior written notice to Holder.

The Notes are convertible at the Holder's election upon the closing of a Qualified IPO into Ordinary Shares of the Company at a conversion price equal to 100% of the offering price to the public in the Qualified IPO (the "Conversion Price"). The Notes become immediately due and payable upon an Event of Default (as defined in the Agreements).

Due to these embedded features within the Notes, the Company elected to account for the Notes at fair value at inception under IFRS 9, "*Financial Instruments*". Subsequent changes in fair value are recorded as a component of other income (loss) in the Consolidated Statements of Operations.

The Company estimates the fair value of the convertible note payable using a probability weighted scenario method, which determines the present value of the conversion and redemption options and weights them based on their probabilities of occurrence. The fair value of the Notes upon issuance was estimated to be €2,995,010 (face value of €3,223,124 less debt discount of €228,114).

The 20% original discount to the principal amount is included in the carrying value of the Notes. The Company recorded a debt discount of approximately €644,625 as of June 30, 2023 (December 31, 2022: €214,909). As a result of electing the fair value option, any direct costs and fees related to the Notes were expensed as incurred.

The following table presents the Note as of June 30, 2023:

	HY 2023	FY 2022
Face value of the Notes	€ 3,223,124	€ 1,074,548
Debt discount	(644,625)	(214,909)
Carrying value of the Notes	2,578,499	859,639
Fair value adjustment through earnings	416,511	180,370
Total carrying value of Notes	€ 2,995,010	€ 1,040,009

On May 8, 2023, the Company amended the terms of the Notes to extend the Maturity Date to December 31, 2023, and clarify that Ordinary Shares means American depository shares.

Warrant Liabilities

With each Note purchase, the Holder was also issued warrants to purchase up to 40,000 Ordinary Shares of the Company (the "Warrant Shares") for every €100,000 of Note principal (the "Warrants"). Each Warrant is exercisable for a period commencing on the date the Company completes a Qualified IPO and terminating five (5) years after such date at an exercise price of €0.01 per share, subject to customary anti-dilution adjustments. If, at any time after the issuance date of the Warrant, a registration statement covering the resale of the Warrant Shares is not effective, the Holder may exercise the Warrant by means of a cashless exercise.

The Warrants were determined to be liabilities under IAS 32,"Financial Statements: Presentation." as they are puttable to the Company upon the occurrence of a Fundamental Transaction (as defined in the agreements). As such, the Company recorded the Warrants as a liability at fair value with subsequent changes in fair value recognized in earnings. The Company utilized the Black Scholes Model to calculate the value of these warrants issued. The fair value of the Warrants as of June 30, 2023 was estimated at €4,108,537 (December 31, 2022: €2,635,778) utilizing the Black Scholes Model using the following weighted average assumptions: dividend yield 0%; term of five years; volatility of 38.0%; and a risk-free interest rate of 4.0%.

Transaction costs incurred attributable to the issuance of the Warrants were immediately expensed in accordance with IAS 32.

14. Loans and Payments to Related Parties

Boundary Holding sarl is a shareholder of RanMarine. There is a loan agreement between the two companies as of May 27, 2021, for €100,000. The note does not carry interest or a term limit. RanMarine has paid €67,600 as of June 30, 2023. The other payables as of 30 June, 2023 are a €9,400 short term non-interest bearing loan with one of the shareholders and €47,500 deferred payments for advisory services performed.

15. Taxes and Social Securities Payables

	HY 2023	FY 2022
Payroll tax	€ 175,560	€ 175,308
Pensions	9,657	-
Total	€ 185,217	€ 175,308

16. Other Current Liabilities

	HY 2023	FY 2022
Advisors	€ 479,950	€ 62,721
Deferred revenue	34,935	95,459
Holiday bonus	1,075	24,027
Invoices to be received	9,757	-

Total	€ 525,717	€ 182,207

17. Issued Capital and Reserves

The Company is authorized to issue unlimited ordinary shares. The nominal or par value of the shares is 0.01 per share. At June 30, 2023 and December 31,2022, the Company has issued and outstanding shares of 6,552,558 after giving effect to a stock split of 7,029.57 to 1 declared by the Company on 27 December 2022 which has been retroactively adjusted to the earliest year presented in the accompanying financial statements.

The legal reserve of €1,041,610 as of June 30, 2023 and €935,487 as of December 31, 2022 are the capitalized R&D costs (see Note 11). Legal reserves are reserves that cannot be distributed to the shareholders. Dutch law requires that the capitalized R&D costs are protected by forming a legal reserve.

18. Sales

	HY 2023	HY 2022
Europe	€ 122,197	€ 119,312
North America	133,252	86,589
Rest of the World	76,886	-
Total	€ 332,335	€ 205,901

The Company had 67% of its sales with one distributor in the first half year of 2023. For the first half year of 2022, 14% of the Company sales was with this distributor.

19. Operating Expenses

19.1 Research and Development – RanMarine capitalizes wages and direct material expenses associated with R&D in accordance with IAS 38 (see Note 2.2.6).

	HY 2023	HY 2022
Compensation and benefits	€ 224,097	€ 149,317
Other Research & Development Costs	33,254	39,689
Capitalized R&D costs	(190,909)	(155,122)
Total	€ 66,442	€ 33,885

19.2 Sales and Marketing

	HY 2023	HY 2022
Compensation and benefits	€ 30,823	€ 18,088
Contractors	67,207	-
Publicity and advertisement	59,429	3,954
Traveling expenses	27,711	22,550
Total	€ 185,170	€ 44,592

19.3 General and Administrative

	HY 2023	HY 2022
Compensation and benefits	€ 229,434	€ 136,783
Accounting costs	575,194	14,606
Contractors	239,203	30,000
Consultancy fees	197,122	53,999
Depreciation and amortization	118,376	33,212
Insurance Costs	67,588	1,329
Automation Costs	53,178	706
Freight costs	38,999	8,122
Office expense	31,270	6,675
Traveling expenses	23,250	1,928
Lease expense	6,501	6,038
Other general expenses	16,985	11,319
Total	€ 1,597,100	€ 304,717

20. Other Income and Expense

	HY 2023	HY 2022
EIC subsidy	€ -	€ 304,208
Other subsidies	34,653	18,000
Change in fair value of warrant liabilities	(1,472,759)	(1,041,600)
Change in fair value of convertible notes payable	(236,141)	(121,481)
Other income and expenses	(1,439)	-
Total other income (expense), net	€ (1,675,686)	€ (840,873)

22. Financial Instruments and Financial Risk Management

22.1 Financial instruments – Trade payables, tax, remuneration, social security, other accounts payable including liability accruals are valued at nominal value. Financial assets and financial liabilities are recognized at their fair value initially. Transaction expenses for assets and liabilities are also included in the initial fair value measurement. Using the effective interest rate method, financial liabilities are measured at amortized cost after the initial recognition

22.2 Financial risk management – Management has the overall responsibility to establish and oversee RanMarine's financial risk management. Financial risk management policies are established to identify and analyze the risks faced by RanMarine, to set appropriate risk limits and controls and to monitor risks and adherence to limits. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and RanMarine's activities. Through its training and management standards and procedures, aims to maintain a disciplined and constructive control environment in which all employees understand their roles and obligations.

23. Subsequent Events

23.1 Subsequent to June 30, 2023, the Company issued additional loans totaling €812,803. The bridge loans have similar terms and conditions to the Convertible Notes discussed above.

23.2 The Company has evaluated events and transactions that occurred between June 30, 2023, and the date that the accompanying financial statements were available to be issued, for possible recognition or disclosure in the accompanying financial statements. Except for the event described above under Note 23.1, there were no other subsequent events that required recognition or disclosure.

RANMARINE

RanMarine Technology B.V.

PROSPECTUS

Units
Each Unit Consisting of
One American Depositary Share
Representing One Ordinary Share,
One Warrant to Purchase One American Depositary Share, and
One Non-tradeable Warrant to Purchase One American Depositary Share
and the American Depositary Shares underlying such Warrants

Wallachbeth Capital LLC
Craft Capital Management LLC

, 2024

Until and including , 2024 (25 days after the date of this prospectus), all dealers that buy, sell, or trade the Ordinary Shares, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to unsold allotments or subscriptions.

[RESALE PROSPECTUS ALTERNATE PAGE]

The information in this prospectus is not complete and may be changed. We may not sell the securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and we are not soliciting any offer to buy these securities in any jurisdiction where such offer or sale is not permitted.

PRELIMINARY PROSPECTUS **SUBJECT TO COMPLETION** **DATED , 2024**

RANMARINE

RanMarine Technology B.V.

1,932,914 American Depositary Shares
Representing 1,932,914 Ordinary Shares

This prospectus relates to the resale of 1,932,914 American Depositary Shares ("ADSs"), with each ADS representing one ordinary share (the "Shareholder ADSs") by the selling shareholders (the "Selling Shareholders") named in this prospectus, based on an assumed initial public offering price of $5.50, which includes:

- 599,524 ADSs held by Selling Shareholders;
- 342,414 ADSs upon the conversion of convertible notes (the "Convertible Bridge Notes") held by Selling Shareholders; and
- 938,700 ADSs upon exercise of currently outstanding warrants held by the Selling Shareholders

We will not receive any of the proceeds from the sale of the ADSs by the Selling Shareholders named in this prospectus. We are registering on the registration statement of which this prospectus forms a part a total of ADSs representing ordinary shares, based on an assumed initial public offering price of $. Of the ADSs being registered, the Shareholders ADSs are being registered for resale by the Selling Shareholders, ADSs representing ordinary shares (the "Public Offering ADSs"), are being registered for sale in connection with an initial public offering by the Company, in each case, based on an assumed initial public offering price of $ per ADS. The offering of the Public Offering ADSs is being made on a firm commitment basis. Prior to this offering, there has been no public market for ADSs or our ordinary shares.

The sales price to the public of the Public Offering ADSs and the Shareholder ADSs will be fixed at the initial public offering price per Public Offering ADS until such time as the ADSs are listed on the Nasdaq Capital Market ("Nasdaq"); thereafter, the Shareholder ADSs may be sold at prevailing market prices, prices related to prevailing market prices or at privately negotiated prices. The offering of the Shareholder ADSs by the Selling Shareholders will terminate at the earlier of such time as all of the Shareholder ADSs have been sold pursuant to the registration statement and the date on which it is no longer necessary to maintain the registration of the Shareholder ADSs as a result of such ADSs being permitted to be offered and resold without restriction pursuant to the provisions of Rule 144 of the Securities Act of 1933, as amended (the "Securities Act"), and the offering of the Shareholder ADSs may extend for a longer period of time than the offering of the Public Offering ADSs. The Shareholder ADSs will be resold from time to time by the Selling Shareholders.

We have applied to list the ADSs on the Nasdaq Capital Market ("Nasdaq") under the symbol "RAN". It is a condition to the closing of this offering that the ADSs qualify for listing on Nasdaq and there is no guarantee or assurance that ADSs will be approved for listing on Nasdaq. At this time, Nasdaq has not yet approved our application to list the ADSs.

Investing in the ADSs involves a high degree of risk, including the risk of losing your entire investment. See "Risk Factors" section beginning on page 17 of this prospectus to read about factors you should consider before buying the ADSs.

We are both an "emerging growth company" and a "foreign private issuer" as defined under the U.S. federal securities laws and, as such, may elect to comply with certain reduced public company reporting requirements. See "Prospectus Summary — Implications of Being an Emerging Growth Company" and "Prospectus Summary — Implications of Being a Foreign Private Issuer."

Neither the U.S. Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2024

USE OF PROCEEDS

We will not receive any of the proceeds from the sale of ADSs by the Selling Shareholders.

SELLING SHAREHOLDERS

The following table sets forth the names of the Selling Shareholders, the number of ordinary shares owned by each Selling Shareholder immediately prior to the date of this prospectus and the number of ADSs to be offered by each Selling Shareholder pursuant to the Public Offering Prospectus and the Resale Prospectus. The table also provides information regarding the beneficial ownership of our ordinary shares by the Selling Shareholders as adjusted to reflect the assumed sale of all of the ADSs offered under the Public Offering Prospectus and the Resale Prospectus, based on an assumed public offering price of $ per ADS.

Beneficial ownership is based on information furnished by the Selling Shareholders. Except as indicated below, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all ordinary shares shown as beneficially owned by them.

For the ADSs to be offered by the Selling Shareholders, they do not have an agreement or understanding to distribute any of the ADSs being registered. Each Selling Shareholder may offer for sale from time to time any or all of the ADSs. The table below assumes that the Selling Shareholders will sell all of the ADSs offered for sale by the Resale Prospectus.

Beneficial ownership is determined in accordance with the rules of the SEC and generally requires that such person have voting or investment power with respect to securities. In computing the number of ordinary shares beneficially owned by a person listed below and the percentage ownership of such person, ordinary shares underlying options, warrants, or convertible securities held by each such person that are exercisable or convertible within 60 days of the date of this prospectus are deemed outstanding, but are not deemed outstanding for computing the percentage ownership of any other person.

The Company may require the Selling Shareholders to suspend the sales of ADSs offered by this prospectus upon the occurrence of any event that makes any statement in this prospectus or the related registration statement untrue in any material respect or that requires the changing of statements in these documents in order to make statements in those documents not misleading.

Name of Selling Shareholder	Ordinary Shares Beneficially Owned Prior to Offering	Maximum Number of ADSs to be Sold	Ordinary Shares Beneficially Owned After Offering	Percentage Ownership After Offering
A. Bolhuis	22,608	22,608	-	-
Allistair Longman	20,715	20,715	-	-
A.W.J.C. Pleinaar	11,000	11,000	-	-
Alwyn de Souza	20,045	20,045	-	-
AXIOM Financial Inc	20,045	20,045	-	-
Bart de Vries	113,810	113,810	-	-
Bladt Vastgoed Maatschappij B.V.	10,000	10,000	-	-
Bob van Ginkel Holding B.V.	49,739	49,739	-	-
BVE Holding B.V.	10,000	10,000	-	-
Chefe de Companheiro B.V.	11,000	11,000	-	-
Claire Bernard	2,589	2,589	-	-
Clear Corporate Finance	19,658	19,658	-	-
Damian van der Erve	18,233	18,233	-	-
Darren Kirby	20,193	20,193	-	-
Darrin Ocasio	120,091	120,091	-	-
Dave Gentry	193,067	193,067	-	-
David Brenner	70,206	70,206	-	-
Domstad participaties B.v.	22,000	22,000	-	-
E J L Adams	11,304	11,304	-	-
Eveliese Luiting	3,107	3,107	-	-
Evergreen Capital Management LLC	50,000	50,000	-	-
Francis Hochstenbach	21,000	21,000	-	-
Giessbach o.g. B.V.	10,000	10,000	-	-
Jasper en de Dikke Mik BV	20,000	20,000	-	-
Kees Willemse	9,063	9,063	-	-
Kerrin Black	2,140	2,140	-	-

Lindsay Williams	302,318	302,318	-	-
Marc Hermans	36,467	36,467	-	-
Marc Teurlings	10,000	10,000	-	-
Mario Sesouza	20,045	20,045	-	-
Martien van Vliet	36,467	36,467	-	-
Mike Ference	20,045	20,045	-	-
Mike Williams	4,000	4,000	-	-
Preeminent Protective Services, Inc.	50,000	50,000	-	-
Quaeck Beheer B.V.	156,806,	156,806	-	-
R.R. van Zwetselaar	11,000	11,000	-	-
Ramon Scheffer	68,009	68,009	-	-
Ron de Ruiter	64,773	64,773	-	-
Roza Sheldon	92,500	92,500	-	-
Sheila Vaste	1,000	1,000	-	-
Steve Simon	17,552	17,552	-	-
Therium Finance B.V.	12,608	12,608	-	-
Triana BV	13,200	13,200	-	-
Ty Tvedten	70,206	70,206	-	-
Wescon Holding B.V.	11,000	11,000	-	-
WJC Stevens	11,304	11,304	-	-
Yospe Consulting, LLC	42,000	42,000	-	-
A. Bolhuis	22,608	22,608	-	-
Allistair Longman	20,715	20,715	-	-
A.W.J.C. Pleinaar	11,000	11,000	-	-
Alwyn de Souza	20,045	20,045	-	-

PLAN OF DISTRIBUTION

The Selling Shareholders and any of their pledgees, donees, assignees and successors-in-interest may, from time to time, after the effective date of the registration statement of which this Resale Prospectus forms a part, sell any or all of their ADSs being offered under this Resale Prospectus on any stock exchange, market or trading facility on which the ADSs are traded or in private transactions. These sales may be at fixed or negotiated prices. The Selling Shareholders will not offer for sale the Shareholder ADSs covered by the Resale Prospectus at the initial public offering price of the Public Offering ADSs until such time as the ADSs are listed on Nasdaq. Thereafter, the Selling Shareholders may sell their respective Shareholder ADSs covered by the Resale Prospectus from time to time, at market prices prevailing at the time of sale, at prices related to market prices, at a fixed price or prices subject to change or at negotiated prices, or in any manner permitted by the Securities Act, including any one or more of the following ways:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the ADSs as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resales by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- to cover short sales made after the date that the registration statement of which this prospectus is a part is declared effective by the SEC;
- broker-dealers may agree with the Selling Shareholders to sell a specified number of such ADSs at a stipulated price per share;
- a combination of any of these methods of sale; and
- any other method permitted pursuant to applicable law.

The ADSs may also be sold under Rule 144 under the Securities Act of 1933, as amended, if available for a Selling Shareholder, rather than under this prospectus. The Selling Shareholders have the sole and absolute discretion not to accept any purchase offer or make any sale of ADSs if they deem the purchase price to be unsatisfactory at any particular time.

The Selling Shareholders may pledge their ADSs to their brokers under the margin provisions of customer agreements. If a Selling Shareholder defaults on a margin loan, the broker may, from time to time, offer and sell the pledged ADSs. Broker-dealers engaged by the Selling Shareholders may arrange for other broker-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Shareholders (or, if any broker-dealer acts as agent for the purchaser of ADSs, from the purchaser) in amounts to be negotiated, which commissions as to a particular broker or dealer may be in excess of customary commissions to the extent permitted by applicable law.

If sales of ADSs offered under the Resale Prospectus are made to broker-dealers as principals, we would be required to file a post-effective amendment to the registration statement of which the Resale Prospectus forms a part. In the post-effective amendment, we would be required to disclose the names of any participating broker-dealers and the compensation arrangements relating to such sales.

The Selling Shareholders and any broker-dealers or agents that are involved in selling the ADSs offered under the Resale Prospectus may be deemed to be “underwriters” within the meaning of the Securities Act in

connection with these sales. Commissions received by these broker-dealers or agents and any profit on the resale of the ADSs purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Any broker-dealers or agents that are deemed to be underwriters may not sell ADSs offered under the Resale Prospectus unless and until we set forth the names of the underwriters and the material details of their underwriting arrangements in a supplement to the Resale Prospectus or, if required, in a replacement prospectus included in a post-effective amendment to the registration statement of which the Resale Prospectus forms a part.

The Selling Shareholders and any other persons participating in the sale or distribution of the ADSs offered under the Resale Prospectus will be subject to applicable provisions of the Exchange Act, and the rules and regulations under that act, including Regulation M. These provisions may restrict activities of, and limit the timing of purchases and sales

of any of the ADSs by, the Selling Shareholders or any other person. Furthermore, under Regulation M, persons engaged in a distribution of securities are prohibited from simultaneously engaging in market making and other activities with respect to those securities for a specified period of time prior to the commencement of such distributions, subject to specified exceptions or exemptions. All of these limitations may affect the marketability of the securities.

The Selling Shareholders may enter into hedging transactions with broker-dealers or other financial institutions. In connection with such transactions, broker-dealers or other financial institutions may engage in short sales of the ADSs in the course of hedging transactions, broker-dealers or other financial institutions may engage in short sales of the ADSs in the course of hedging the positions they assume with a Selling Shareholder. The Selling Shareholders may also sell the Shareholder ADSs short and redeliver the securities to close out such short positions. Selling Shareholders may also enter into option or other transactions with broker-dealers or other financial institutions which require the delivery to such broker-dealer or other financial institution of the Shareholder ADSs offered by the Resale Prospectus, which shares such broker-dealer or other financial institution may resell pursuant to such prospectus, as supplemented or amended to reflect such transaction to the extent required. The Selling Shareholders may also pledge the Shareholder ADSs offered hereby to a broker-dealer or other financial institution, and, upon a default, such broker-dealer or other financial institution, may effect sales of the pledged Shareholder ADSs pursuant to the Resale Prospectus, as supplemented or amended to reflect such transaction to the extent required.

The Selling Shareholders may enter into derivative transactions with third parties or sell their respective Shareholder ADSs to third parties in privately negotiated transactions. If the applicable prospectus supplement indicates, in connection with those derivatives, the third parties may sell the Shareholder ADSs covered by the Resale Prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third party may use Shareholder ADSs pledged by a Selling Shareholder or borrowed from a Selling Shareholder or others to settle those sales or to close out any related open borrowings of stock and may use such Shareholder ADSs received from such Selling Shareholders in settlement of those derivatives to close out any related open borrowings of stock. The third party in such sale transactions will be an underwriter and, if not identified in the Resale Prospectus, will be identified in the applicable prospectus supplement (or a post-effective amendment).

We may authorize underwriters, dealers and agents to solicit from third parties offers to purchase Shareholder ADSs under contracts providing for payment and delivery on future dates. The applicable prospectus supplement will describe the material terms of these contracts, including any conditions to the purchasers' obligations, and will include any required information about commissions we may pay for soliciting these contracts.

In connection with the offering of the Shareholder ADSs, underwriters may purchase and sell ADSs in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by underwriters of a greater number of shares than they are required to purchase in connection with the offering of the Shareholder ADSs. "Covered" short sales are sales made in an amount not greater than the underwriters' option to purchase additional ADSs from the Selling Shareholders in the offering of the Shareholder ADSs. Such underwriters may close out any covered short position by either exercising their option to purchase additional ADSs or purchasing ADSs in the open market. In determining the source of ADSs to close out the covered short position, such underwriters will consider, among other things, the price of ADSs available for purchase in the open market as compared to the price at which they may purchase ADSs through an over-allotment option, if any. "Naked" short sales are any sales in excess of such option. Such underwriters must close out any naked short position by purchasing ADSs in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of ADSs in the open market after pricing that could adversely affect investors who purchase ADSs in the offering of the Shareholder ADSs. Stabilizing transactions consist of various bids for or purchases of ADSs made by such underwriters in the open market prior to the completion of the offering of the Shareholder ADSs.

Such underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to other underwriters a portion of the underwriting discount received by it because the representatives have repurchased ADSs sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions may have the effect of preventing or retarding a decline in the market price of ADSs, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of ADSs. As a result, the price of ADSs may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued at any time.

In addition, a Selling Shareholder that is an entity may elect to make a pro rata in-kind distribution of securities to its members, partners or stockholders pursuant to the registration statement of which the Resale Prospectus forms a part by delivering a prospectus. Such members, partners or stockholders would thereby receive freely tradeable ADSs pursuant to the distribution through such registration statement. To the extent a distributee is an affiliate of ours (or to the extent otherwise required by law), we may file a prospectus supplement in order to permit the distributees to use such prospectus to resell such ADSs acquired in such distribution.

The Shareholder ADSs covered by the Resale Prospectus may also be sold in private transactions or under Rule 144 under the Securities Act rather than pursuant to such prospectus.

If any of the ADSs offered for sale pursuant to the Resale Prospect us are transferred other than pursuant to a sale under the Resale Prospectus, then subsequent holders could not use the Resale Prospectus until a post-effective amendment or prospectus supplement is filed, naming such holders. We offer no assurance as to whether any of the Selling Shareholders will sell all or any portion of the ADSs offered under the Resale Prospectus.

We have agreed to pay all fees and expenses we incur incident to the registration of the ADSs being offered under the Resale Prospectus. However, each Selling Shareholder and purchaser is responsible for paying any discounts, and similar selling expenses they incur.

We and the Selling Shareholders have agreed to indemnify one another against certain losses, damages and liabilities arising in connection with the Resale Prospectus, including liabilities under the Securities Act.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 6: INDEMNIFICATION OF DIRECTORS AND OFFICERS

Under Dutch law, members of the Board of Directors may be liable to the Registrant for damages in the event of improper or negligent performance of their duties. They may be jointly and severally liable for damages to the Registrant and third parties for infringement of our Articles of Association or certain provisions of the Dutch Civil Code. In certain circumstances, they may also incur additional specific civil and criminal liabilities.

Pursuant to the Registrant's Articles of Association, to the fullest extent permitted by Dutch law, the Registrant shall indemnify and hold harmless anyone who was, becomes or is threatened to be a party to any proceedings by reason of the fact that he or she (or any legal entity for which he or she) is or was a director, against all liabilities, losses and reasonable expenses incurred by him or her (including attorneys' fees) (including for acts or omissions occurring prior to the entry into force of the Registrant's Articles of Association), provided that no indemnification shall be made in respect of claims matters or cases for which the person is held liable by reason of gross negligence or gross negligence in the performance of his or her duties for the Registrant, unless and only to the extent that the competent court or, in case of arbitration, the competent arbitrator, determines that, notwithstanding the liability, but in view of all the circumstances of the case:

a. the person is reasonably and fairly entitled to be indemnified for such expenses as the court having jurisdiction or, in the case of arbitration, the arbitrator having jurisdiction, deems appropriate; or

b. has been indemnified for his or her expenses or loss by an insurance policy and the insurer has paid out without prejudice.

The Registrant shall only indemnify a present or former director in connection with proceedings (or part of proceedings) brought by such person if the proceedings (or part of proceedings) have been approved by the Board of Directors.

The Board of Directors may decide to indemnify one or more current, former or nominated officers of the Registrant or a subsidiary at the expense of the assets of the Registrant for all disbursements, costs, losses and liabilities incurred or incurred by the officer concerned in the proper performance of his or her duties and in the proper exercise of his or her powers as a current former or nominee officer of the Registrant or a subsidiary, including, but not limited to, liability for conducting a defense in a proceeding in which he or she is found in favor or acquitted or which is otherwise disposed of without a material breach of duty being established or acknowledged.

Expenses (including attorney's fees) incurred by a current director in defending a proceeding as referred to above shall, at the request of the director concerned, be paid by the Registrant in advance of the final disposition of such proceeding by resolution of the Board of Directors with respect to the particular matter; provided that the Registrant has received a statement from or on behalf of the current or former director concerned that he or she will repay the amount in question, unless it is expressly determined that he or she is entitled to indemnification by the Registration in accordance with this paragraph.

The Articles of Association furthermore provide that the Registrant shall adequately insure and keep adequately insured current, former and nominee directors or officers of the Registrant or a company which is or was a subsidiary or a company in which the Registrant has or had a direct or indirect interest and shall indemnify him or her against liability based on negligence, default or breach of duty or any other ground, except for intentional, willful reckless or seriously culpable acts or omissions, unless such insurance cannot be obtained on reasonable terms.

The underwriting agreement the Registrant will enter into in connection with the offering being registered hereby provides that the Underwriter will indemnify, under certain conditions, the Registrant's Board of Directors and its officers against certain liabilities arising in connection with this offering.

ITEM 7. RECENT SALES OF UNREGISTERED SECURITIES

In the past three years, we have issued and sold the securities described below without registering the securities under the Securities Act. None of these transactions involved the underwriter's underwriting discounts or commissions or any public offering. We believe that each of the following issuances was exempt from registration under the Securities Act in reliance on Regulation S promulgated under the Securities Act regarding sales by an issuer in offshore transactions, Regulation D under the Securities Act, Rule 701 under the Securities Act or pursuant to Section 4(a)(2) of the Securities Act regarding transactions not involving a public offering.

The following sales and issues of unregistered securities have taken place with regard to related parties:

- Our Chairman, Mr. Foss, and his spouse have loaned USD 800,000 to the Company, in return for a convertible note in the principal amount of USD 1,000,000 and 320,000 warrants;
- A former non-executive director, Mr. Henry Schirmer, has loaned USD 175,000 to the Company, in return for a convertible note in the principal amount of USD 218,750 and 70,000 warrants;
- Our CEO, Mr. Hardiman, has agreed to loan EUR 25,000 to the Company, in return for a convertible note in the principal amount of EUR 31,250 and 10,000 warrants;
- Mr. Hardiman has also agreed to loan EUR 200,000 to the Company, in return for a convertible note in the principal amount of EUR 250,000 and 80,000 warrants;
- Our CFO, Mr. Hemelaar, has loaned EUR 185,000 to the Company, in return for a convertible note in the principal amount of EUR 231,250 and 74,000 warrants;
- Our Global Sales Head has loaned EUR 35,000 to the Company, in return for a convertible note in a principal amount of EUR 43,750 and 14,000 warrants;
- The CPO has loaned EUR 35,000 tot the Company, in return for a convertible note of EUR 43,750 and 14,000 warrants;
- One shareholder has loaned EUR 25,000 to the Company, in return for a convertible note in a principal amount of EUR 31,250 and 10,000 warrants; and
- The COO has loaned EUR 95,000 to the Company, in return for a convertible note in the principal amount of EUR 118,750 and 38,000 warrants.

In addition to the particulars mentioned in the table above, the Company entered into multiple other securities purchase agreements with several investors in connection with the issuance of convertible notes in the aggregate principal amount of up to (including the above mentioned table) approximately EUR 4,340,432 (the " Notes"), convertible into ordinary shares/ADSs of the Company against the initial IPO price (as mentioned in "Use of Proceeds"), as well as the issuance of warrants to purchase (including the above mentioned table) approximately 1,492,700 ADSs against the par value of €0.01 per ordinary share/ADS, subject to the terms and subject to the limitations and conditions set forth in such warrants.

Share Transfers Involving Related Parties

May 11, 2023

On May 11, 2023, four transactions of ordinary shares in the Company involving related parties of the Company were executed before a Dutch civil law notary. The following share transfers have taken place at such date:

Transaction I:

Mr. Hardiman sold 418,207 shares to Mr. Hemelaar for a total purchase price of EUR 200,000, which amounts to EUR 0.48 per share.

Transaction II:

An existing shareholder sold 83,641 shares to Mr. Foss and his spouse for a total purchase price of EUR 40,000, which amounts to EUR 0.48 per share.

Transaction III:

Mr. Hardiman sold 52,276 shares to Mr. Foss and his spouse for a purchase price of EUR 25,000, which amounts to EUR 0.48 per share.

Transaction IV:

Mr. Hardiman sold 52,276 shares to an advisor of the Company for a purchase price of EUR 25,000, which amounts to EUR 0.48 per share.

December 27, 2022

Several share transfers were made between related parties, such as a transfer of ordinary shares from Mr. Hardiman to Mr. Hemelaar. In all of these share transfers, the purchase price per share amounted to EUR 3,353. On the same date, BH Technology Investments S.à r.l. transferred all its shares to its parent company Boundary Holding S.à r.l., SPF. In addition, all shareholders were issued 6,551,626 shares at nominal value pro rata to their shareholding, which issue was debited to the share premium reserves of the Company.

December 9, 2021

On December 9, 2021, the Company repurchased shares from a shareholder for a total purchase price of EUR 45,000, which amounts to EUR 661,76 per share, after which transaction such shares were cancelled. In addition, one shareholder sold 43 shares for a total purchase price of EUR 110,000 to other shareholder, BH Technology Investments S.à r.l., which amounts to EUR 2,588 per share.

August 27, 2020

On August 27, 2020, Mr. Hardiman transferred shares to several other shareholders for a purchase price of EUR 240,000, which amounts to EUR 57143 per share. On the same date, all existing shareholders sold part of their shares to BH Technology Investments S.à r.l. for EUR 452,160, which amounts to EUR 3,140 per share.

ITEM 8. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

EXHIBIT INDEX

Exhibit No.	Exhibit Title
1.1	Form of Underwriting Agreement
3.1	Articles of Association of RanMarine Technology B.V. (translated into English)
4.1*	Form of Representative's Warrant
4.2	Form of Warrant Agent Agreement
4.3	Form of Tradeable Warrant
4.4	Form of Non-tradeable Warrant
4.5	Form of Registrant's Specimen American Depositary Receipt (included in Exhibit 4.6)
4.6	Form of Deposit Agreement, among the Registrant, the Depositary and holders of the American Depositary Receipts
5.1	Opinion of Ploum
5.2	Opinion of Sichenzia Ross Ference Carmel LLP
10.1	Assembly and Distribution Agreement, dated April 1, 2021, as between RanMarine Technology B.V. and Rotax S.A.S.
10.2	RanMarine Equity Inventive Plan
21.1	List of Subsidiaries
23.1	Consent of Turner, Stone & Company, L.L.P.
23.2	Consent of Ploum (included in Exhibit 5.1)
23.3	Consent of Sichenzia Ross Ference Carmel LLP (included in Exhibit 5.2)
24.1	Power of Attorney (included in signature pages)
107	Filing Fee Table

***** To be filed by amendment.

Financial Statement Schedules:

All financial statement schedules have been omitted because either they are not required, are not applicable or the information required therein is otherwise set forth in the registrant's financial statements and related notes thereto.

ITEM 9. UNDERTAKINGS

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales of securities are being made, a post-effective amendment to this registration statement to:

(i) Include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) Reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) Include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post- effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A. of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, provided that the Registrant includes in the prospectus, by means of a post- effective amendment, financial statements required pursuant to this paragraph (4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to registration statements on Form F-3, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Act or Rule 3-19 of Regulation S-X if such financial statements and information are contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the Form F-3.

(5) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described herein, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(6) Each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized on January 24, 2024.

RANMARINE TECHNOLOGY B.V.
(Registrant)

By: */s/ Richard Hardiman*
Richard Hardiman, Chief Executive Officer
(Principal Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Richard Hardiman	Chief Executive Officer (Principal Executive Officer) and Director	January 24, 2024
/s/ Anton Hemelaar	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) and Director	January 24, 2024
/s/ Michael E. Foss	Chairman of the Board of Directors	January 24, 2024
/s/ Deborah Waters	Director	January 24, 2024
/s/ Samuel Howe	Director	January 24, 2024

SIGNATURE OF AUTHORIZED U.S. REPRESENTATIVE OF THE REGISTRANT

Pursuant to the Securities Act, the undersigned, the duly authorized representative in the United States of the registrant has signed this registration statement on the 24 day of January, 2024.

Cogency Global Inc.
Authorized U.S. Representative

By: */s/ Colleen A. De Vries*
Name: Colleen A. De Vries
Title: Sr. Vice President on behalf of Cogency Global Inc.

Exhibit 1.1

RANMARINE TECHNOLOGY B.V.
UNDERWRITING AGREEMENT

[●] Units,
Each Consisting of
[ ] American Depositary Shares
Each Representing [ ] Ordinary Shares, Nominal Value €0.01 Per Share,
One Warrant to Purchase[ ] American Depositary Shares, and
One Non-tradeable Warrant to Purchase [ ] American Depositary Shares

[●], 2024

WallachBeth Capital LLC
Harborside Financial Center Plaza 5
185 Hudson Street, Ste 1410
Jersey City, NJ 07311

As Representative of the Several Underwriters Named on Schedule I hereto

Ladies and Gentlemen:

RANMARINE TECHNOLOGY B.V., a private company with limited liability under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the underwriters named in **Schedule I** hereto (the "Underwriters," or each, an "Underwriter"), for whom WallachBeth Capital LLC is acting as Representative (the "Representative"), an aggregate of [●] Units (the "Firm Units"), each Firm Unit consisting of: (i) [ ] American Depositary Shares (the "ADSs"), with each ADS representing [ ] ordinary shares, nominal value €0.01 per share (the "Firm ADSs"); (ii) one tradeable warrant to purchase [ ] ADS (the "Firm Tradeable Warrants"); and, one non-tradeable warrant to purchase [ ] ADS (the "Firm Non-tradeable Warrants" and together with the Firm Tradeable Warrants, the "Firm Warrants"). The [●] ADSs to in this Section are hereinafter referred to as the "Firm Shares" together with the Firm Units and the Firm Warrants, the "Firm Securities." The Firm Warrants shall be issued pursuant to and shall have the rights and privileges set forth in, a warrant agent agreement, dated on or before the Closing Date, between the Company and [ ], as warrant agent (the "Warrant Agreement"). The Company also proposes to grant to the Underwriters, upon the terms and conditions set forth in Section 4 hereof, an option (the "Over-allotment Option") to purchase up to an additional [●] ADSs, representing up to fifteen percent (15%) of the Firm Shares sold in the offering (the "Option Shares"), and/or [●] tradeable warrants at a price of $[ ] per tradeable warrant (the "Option Tradeable Warrants"), and/or [●] non-tradeable warrants at $[ ] per non-tradeable warrant (the "Option Non-tradeable Warrants" and together with the Option Tradeable Warrants, the "Option Warrants"), or any combination thereof, in each case for the purpose of covering over-allotments of such securities, if any. The Over-allotment Option is, at the Underwriters' sole discretion, for Option Shares and Option Warrants together, solely Option Shares, solely Option Tradeable Warrants, solely Option Non-tradeable Warrants, or any combination thereof (each, an "Option Security" and collectively, the "Option Securities"). The Firm Securities and the Option Securities are collectively referred to as the "Securities."

The Securities shall be issued directly by the Company and shall have the rights and privileges described in the Registration Statement, the Pricing Prospectus and the Prospectus (as defined below). The offering and sale of the Securities is herein referred to as the "Offering." The Units have no stand-alone rights or obligations and will not be certificated or issued as stand-alone securities. The ADSs, the tradeable warrant and non-tradeable warrant comprising the Units are immediately separable and will be issued separately at the closing. The ADSs are to be issued pursuant to a deposit agreement (the "Deposit Agreement"), dated [ ], 2024, among the Company, [ ], as the depositary (the "Depositary") and the owners and beneficial owners, from time to time, of the ADSs. Each ADS will initially represent ordinary shares deposited with the Depositary pursuant to the Deposit Agreement.

In addition, the Company shall pay the Representative an aggregate cash discount equal to eight percent (8%) of the aggregate sales price of securities sold in the Offering plus one percent (1%) of the aggregate sales price of securities sold in the Offering. In addition, the Company shall issue to the Representative that number of warrants equal to five percent (5%) of the number of ADSs sold in the Offering.

The Company and the several Underwriters hereby confirm their agreement as follows:

1. Registration Statement and Prospectus.

The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") a registration statement covering the Securities (as defined in Section 4(f) hereof) on Form F-1 (File No. 333-273199) under the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations (the "Rules and Regulations") of the Commission thereunder, including a preliminary prospectus relating to the Securities and such amendments to such registration statement (including post effective amendments) as may have been required to be filed prior to or after the date of this Agreement. Such registration statement, as amended (including any post effective amendments), has been declared effective by the Commission. Such registration statement, including amendments thereto (including post effective amendments thereto) and all documents and information deemed to be a part of the Registration Statement through incorporation by reference or otherwise at the time of effectiveness thereof (the "Effective Time"), the exhibits and any schedules thereto at the Effective Time or thereafter during the period of effectiveness and the documents and information otherwise deemed to be a part thereof or included therein by the Securities Act or otherwise pursuant to the Rules and Regulations at the Effective Time or thereafter during the period of effectiveness, is herein called the "Registration Statement." If the Company has filed or files an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term Registration Statement shall include such Rule 462 Registration Statement. Any preliminary prospectus included in the Registration Statement or filed with the Commission pursuant to Rule 424(a) under the Securities Act is hereinafter called a "Preliminary Prospectus." The Preliminary Prospectus relating to the Securities that was included in the Registration Statement immediately prior to the pricing of the offering contemplated hereby is hereinafter called the "Pricing Prospectus." The Company has filed a Form 8-A (File No. [ ]) providing for the registration pursuant to Section 12(b) under the Exchange Act, of the ADSs and tradeable warrants (the "ADS Registration Statement").

The Company is filing with the Commission pursuant to Rule 424 under the Securities Act a final prospectus covering the Securities, which includes the information permitted to be omitted therefrom at the Effective Time by Rule 430A under the Securities Act. Such final prospectus, as so filed, is hereinafter called the "Final Prospectus." The Final Prospectus, the Pricing Prospectus and any preliminary prospectus in the form in which they were included in the Registration Statement or filed with the Commission pursuant to Rule 424 under the Securities Act is hereinafter called a "Prospectus." Reference made herein to any Preliminary Prospectus, the Pricing Prospectus or to the Prospectus shall be deemed to refer to and include any documents incorporated by reference therein.

2. Representations and Warranties of the Company Regarding the Offering.

(a) The Company represents and warrants to, and agrees with, the several Underwriters, as of the date hereof and as of the Closing Date (as defined in Section 4(d) below) and as of each Option Closing Date (as defined in Section 4(b) below), as follows:

(i) **No Material Misstatements or Omissions**. At each time of effectiveness, at the date hereof, at the Closing Date, and at each Option Closing Date, if any, the Registration Statement and any post-effective amendment thereto complied or will comply in all material respects with the requirements of the Securities Act and the Rules and Regulations and did not, does not, and will not, as the case may be, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Time of Sale Disclosure Package (as defined below) as of the date hereof and at the Closing Date and on each Option Closing Date, any roadshow or investor presentations delivered to and approved by the Underwriter for use in connection with the marketing of the offering of the Securities (the "Marketing Materials"), if any, and the Final Prospectus, as amended or supplemented, as of its date, at the time of filing pursuant to Rule 424(b) under the Securities Act, at the Closing Date, and at each Option Closing Date, if any, did not, does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the two immediately preceding sentences shall not apply to statements in or omissions from the Registration Statement, the Time of Sale Disclosure Package or any Prospectus in reliance upon, and in conformity with, written information furnished to the Company by the Underwriter specifically for use in the preparation thereof, which written information is described in Section 7(f). The Registration Statement contains all exhibits and schedules required to be filed by the Securities Act or the Rules and Regulations. No order preventing or suspending the effectiveness or use of the Registration Statement or any Prospectus is in effect and no proceedings for such purpose have been instituted or are pending, or, to the knowledge of the Company, are contemplated or threatened by the Commission.

(ii) **Marketing Materials**. The Company has not distributed any prospectus or other offering material in connection with the offering and sale of the Securities other than the Time of Sale Disclosure Package and the roadshow or investor presentations delivered to and approved by the Representative for use in connection with the marketing of the offering of the Securities.

(iii) **Accurate Disclosure**. (A) The Company has provided a copy to the Underwriters of each Issuer Free Writing Prospectus (as defined below) used in the sale of Securities. The Company has filed all Issuer Free Writing Prospectuses required to be so filed with the Commission, and no order preventing or suspending the effectiveness or use of any Issuer Free Writing Prospectus is in effect and no proceedings for such purpose have been instituted or are pending, or, to the knowledge of the Company, are contemplated or threatened by the Commission. When taken together with the rest of the Time of Sale Disclosure Package or the Final Prospectus, no Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Securities, has, does or will include (1) any untrue statement of a material fact or omission to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or (2) information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Final Prospectus. The representations and warranties set forth in the immediately preceding sentence shall not apply to statements in or omissions from the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus in reliance upon, and in conformity with, written information furnished to the Company by any Underwriter specifically for use in the preparation thereof, which written information is described in Section 7(f). As used in this paragraph and elsewhere in this Agreement:

(1) "Time of Sale Disclosure Package" means the Prospectus most recently filed with the Commission before the time of this Agreement, including any preliminary prospectus supplement deemed to be a part thereof, each Issuer Free Writing Prospectus, and the description of the transaction provided by the Underwriters included on **Schedule II**.

(2) "Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433 under the Securities Act, relating to the Securities that (A) is required to be filed with the Commission by the Company, or (B) is exempt from filing pursuant to Rule 433(d)(5)(i) or (d)(8) under the Securities Act, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g) under the Securities Act.

(B) At the time of filing of the Registration Statement and at the date hereof, the Company is an "ineligible issuer," as defined in Rule 405 under the Securities Act.

(C) Each Issuer Free Writing Prospectus listed on **Schedule III** satisfied, as of its issue date and at all subsequent times through the Prospectus Delivery Period (as defined in Section 5(a) hereof), all other conditions as may be applicable to its use as set forth in Rules 164 and 433 under the Securities Act, including any legend, record-keeping or other requirements.

(iv) **Financial Statements**. The financial statements of the Company, together with the related notes and schedules, included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Commission thereunder, and fairly present in all material respects the financial condition of the Company as of the dates indicated and the results of operations and changes in cash flows for the periods therein specified in conformity with U.S. generally accepted accounting principles ("GAAP") consistently applied throughout the periods involved (provided that unaudited interim financial statements are subject to year-end audit adjustments that are not expected to be material in the aggregate and do not contain all footnotes required by GAAP). No other financial statements, pro forma financial information or schedules are required under the Securities Act, the Exchange Act, or the Rules and Regulations to be included in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus.

(v) **Pro Forma Financial Information**. The pro forma financial statements included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statements amounts in the pro forma financial statements included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. The pro forma financial statements included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus comply as to form in all material respects with the application requirements of Regulation S-X under the Exchange Act.

(vi) **Independent Accountants**. To the Company's knowledge, Turner, Stone & Company, L.L.P., which has expressed its opinion with respect to the audited financial statements and schedules included as a part of the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, is an independent public accounting firm with respect to the Company within the meaning of the Securities Act and the Rules and Regulations.

(vii) **Accounting Controls**. The Company will maintain a system of "internal control over financial reporting" (as defined under Rules 13a-15 and 15d-15 under the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by, or under the supervision of, its principal executive and principal financial officer, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(viii) **Forward-Looking Statements**. The Company had a reasonable basis for, and made in good faith, each "forward-looking statement" (within the

meaning of Section 27A of the Securities Act or Section 21E of the Exchange Act) contained or incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package, the Final Prospectus or the Marketing Materials.

(ix) **Statistical and Marketing-Related Data**. All statistical or market-related data included or incorporated by reference in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, or included in the Marketing Materials, are based on or derived from sources that the Company reasonably believes to be reliable and accurate, and the Company has obtained the written consent to the use of such data from such sources, to the extent required.

(x) **Stock Exchange Listing**. The ADSs and tradeable warrants have been approved for listing on The Nasdaq Capital Market, and the Company has taken no action designed to, or likely to have the effect of, delisting the ADSs from The Nasdaq Capital Market, nor has the Company received any written notification that The Nasdaq Stock Market LLC ("Nasdaq") is contemplating terminating such listing.

(xi) **Absence of Manipulation**. The Company has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(xii) **Investment Company Act**. The Company is not and, after giving effect to the offering and sale of the Securities and the application of the net proceeds thereof, will not be an "investment company," as such term is defined in the Investment Company Act of 1940, as amended.

(b) Any certificate signed by any officer of the Company and delivered to the Underwriters or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to the Underwriters as to the matters covered thereby.

3. Representations and Warranties Regarding the Company.

(a) The Company represents and warrants to, and agrees with, the several Underwriters, as of the date hereof and as of the Closing Date and as of each Option Closing Date, if any, as follows:

(i) **Good Standing**. The Company has been duly organized and is validly existing as a private company with limited liability under the laws of the Netherlands in good standing under the laws of its jurisdiction of incorporation or organization (where such concept exists). The Company has the power and authority (corporate or otherwise) to own its properties and conduct its business as currently being carried on and as described in the Registration Statement, the Time of Sale Disclosure Package and the Prospectus, and is duly qualified to do business as a foreign corporation or other entity in good standing in each jurisdiction in which it owns or leases real property or in which the conduct of its business makes such qualification necessary, except where the failure to so qualify would not have or be reasonably likely to result in a material adverse effect upon the business, prospects, properties, operations, condition (financial or otherwise) or results of operations of the Company, or in its ability to perform its obligations under this Agreement, the Deposit Agreement, the Warrants and the Warrant Agreement (" Material Adverse Effect").

(ii) **Validity and Binding Effect of Agreements**. This Agreement, the Deposit Agreement, the Warrant Agreement and the Warrants have been duly and validly authorized by the Company, and, when executed and delivered, will constitute, the valid and binding agreements of the Company, enforceable against the Company in accordance with their respective terms, except: (i) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally; (ii) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws; and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(iii) **Contracts**. The execution, delivery and performance of this Agreement, the Deposit Agreement, the Warrant Agreement, the Warrants and the consummation of the transactions herein and therein contemplated will not (A) result in a breach or violation of any of the terms and provisions of, or constitute a default under, any law, order, rule or regulation to which the Company is subject, or by which any property or asset of the Company is bound or affected, except to the extent that such conflict, breach or default is not reasonably likely to result in a Material Adverse Effect, (B) conflict with, result in any violation or breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) (a "Default Acceleration Event") of, any agreement, lease, credit facility, debt, note, bond, mortgage, indenture or other instrument (the "Contracts") or obligation or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, except to the extent that such conflict, default, or Default Acceleration Event is not reasonably likely to result in a Material Adverse Effect, or (C) result in a breach or violation of any of the terms and provisions of, or constitute a default under, the Company's Articles of Association ("Articles of Association").

(iv) **No Violations of Governing Documents**. The Company is not in violation, breach or default under its Articles of Association or other equivalent organizational or governing documents.

(v) **Consents**. No consents, approvals, orders, authorizations or filings are required on the part of the Company in connection with the execution, delivery or performance of this Agreement, the Deposit Agreement, the Warrant Agreement, the Warrants and the issue and sale of the Securities, except (A) the registration under the Securities Act of the Securities and the warrants issued to the Representative (the "Representative Warrants," and together with the Firm Warrants and Option Warrants, the "Warrants"), which has been effected, (B) the necessary filings and approvals from Nasdaq to list the ADSs and tradeable warrants underlying the Units and the ADSs underlying the Warrants, (C) such consents, approvals, authorizations, registrations or qualifications as may be required under state or foreign securities or Blue Sky laws and the rules of the Financial Industry Regulatory Authority, Inc. (" FINRA") in connection with the purchase and distribution of the Securities by the several Underwriters, (D) such consents and approvals as have been obtained and are in full force and effect, and (E) such consents, approvals, orders, authorizations and filings the failure of which to make or obtain is not reasonably likely to result in a Material Adverse Effect.

(vi) **Capitalization**. The Company has an authorized capitalization as set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. All of the issued and outstanding shares of capital stock of the Company are duly authorized and validly issued, fully paid and nonassessable, and have been issued in compliance with all applicable securities laws, and conform to the description thereof in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. Since the respective dates as of which information is provided in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, the Company has not entered into or granted any convertible or exchangeable securities, options, warrants, agreements, contracts or other rights in existence to purchase or acquire from the Company any shares of the capital stock of the Company. The Firm Securities and the Option Securities have been duly authorized for issuance and sale and, when issued and paid for, will be validly issued, fully paid and non-assessable, free and clear of all liens imposed by the Company; the holders thereof are not and will not be subject to personal liability by reason of being such holders; the Securities are not and will not be subject to the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company; and all corporate action required to be taken for the authorization, issuance and sale of the Securities has been duly and validly taken; the ADSs issuable upon exercise of the Warrants have been duly authorized and reserved for issuance by all necessary corporate action on the part of the Company and when paid for and issued in accordance with the applicable instrument, such ADSs will be validly issued, fully paid and non-assessable; and the Securities and the Warrant Agreement conform in all material respects to all statements with respect thereto contained in the Registration Statement, the Time of Sale Disclosure Package and the Prospectus. . Upon (i) issuance by the Depositary of the ADSs against the deposit of Shares in respect thereof and/or (ii) due execution and delivery by the Depositary of ADRs evidencing ADSs against the deposit of Shares in respect thereof,

in accordance with the provisions of the Deposit Agreement, such ADSs and/or ADRs will be duly and validly issued and the persons in whose names the ADSs and/or the ADRs are registered will be entitled to the rights specified therein and in the Deposit Agreement; and the ADRs will conform in all material respects to the descriptions thereof in each of the Time of Sale Prospectus and the Prospectus.

(vii) **Taxes**. The Company has (A) filed all foreign, federal, state and local tax returns (as hereinafter defined) required to be filed with taxing authorities prior to the date hereof or has duly obtained extensions of time for the filing thereof (except where the failure to file would not, individually or in the aggregate, have a Material Adverse Effect) and (B) paid all taxes (as hereinafter defined) shown as due and payable on such returns that were filed and has paid all taxes imposed on or assessed against the Company (except where the failure to pay would not, individually or in the aggregate, have a Material Adverse Effect). The provisions for taxes payable, if any, shown on the financial statements included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus are sufficient for all accrued and unpaid taxes, whether or not disputed, and for all periods to and including the dates of such consolidated financial statements. To the knowledge of the Company, no issues have been raised (and are currently pending) by any taxing authority in connection with any of the returns or taxes asserted as due from the Company, and no waivers of statutes of limitation with respect to the returns or collection of taxes have been given by or requested from the Company. The term "taxes" mean all federal, state, local, foreign, and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatever, together with any interest and any penalties, additions to tax, or additional amounts with respect thereto. The term "returns" means all returns, declarations, reports, statements, and other documents required to be filed in respect to taxes.

(viii) **Material Change**. Since the respective dates as of which information is given in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, and except as disclosed in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, (A) the Company has not incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions other than in the ordinary course of business, (B) the Company has not declared or paid any dividends or made any distribution of any kind with respect to its capital stock; (C) there has not been any change in the capital stock of the Company (other than a change in the number of outstanding ADSs due to the issuance of shares upon the exercise of outstanding options or warrants, upon the conversion of outstanding shares of preferred stock or other convertible securities, due to the vesting of outstanding stock grants or the issuance of restricted stock awards or restricted stock units under the Company's existing stock awards plan, or any new grants thereof in the ordinary course of business), (D) there has not been any material change in the Company's long-term or short-term debt, other than periodic accruals in the ordinary course pursuant to the terms of the Company's outstanding debt, and (E) there has not been the occurrence of any Material Adverse Effect.

(ix) **Absence of Proceedings**. There is no action, suit, proceeding, inquiry, arbitration, investigation, litigation or governmental proceeding pending or, to the Company's knowledge, threatened against, or involving the Company or, to the Company's knowledge, any executive officer or director which has not been disclosed in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus.

(x) **Regulatory**. Except as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus: (A) the Company has not received notice from any Governmental Entity (as defined below) alleging or asserting noncompliance with any Applicable Regulations (as defined below) or Authorizations (as defined below); (B) the Company is and has been in material compliance with federal, state or foreign statutes, laws, ordinances, rules and regulations applicable to the Company (collectively, "Applicable Regulations"); (C) the Company possesses all licenses, certificates, approvals, clearances, consents, authorizations, qualifications, registrations, permits, and supplements or amendments thereto required by any such Applicable Regulations and/or to carry on its businesses as now conducted ("Authorizations") and such Authorizations are valid and in full force and effect and the Company is not in violation of any term of any such Authorizations; (iv) the Company has not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Entity or third party alleging that any product, operation or activity is in violation of any Applicable Regulations or Authorizations or has any knowledge that any such Governmental Entity or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding, nor, has there been any material noncompliance with or violation of any Applicable Regulations by the Company that could reasonably be expected to require the issuance of any such communication or result in an investigation, corrective action, or enforcement action by any Governmental Entity; and (v) the Company has not received notice that any Governmental Entity has taken, is taking or intends to take action to limit, suspend, modify or revoke any Authorizations or has any knowledge that any such Governmental Entity has threatened or is considering such action. Neither the Company nor, to the Company's knowledge, any of its directors, officers, employees or agents has been convicted of any crime under any Applicable Regulations. "Governmental Entity" shall be defined as any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency (whether foreign or domestic) having jurisdiction over the Company or any of its properties, assets or operations.

(xi) **Good Title**. The Company has good and marketable title to all property (whether real or personal) described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus as being owned by it that are material to the business of the Company, in each case free and clear of all liens, claims, security interests, other encumbrances or defects, except those that are disclosed in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus and those that are not reasonably likely to result in a Material Adverse Effect. The property held under lease by the Company is held by it under valid, subsisting and enforceable leases with only such exceptions with respect to any particular lease as do not interfere in any material respect with the conduct of the business of the Company.

(xii) **Intellectual Property**. The Company owns or possesses or has valid rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, inventions, trade secrets and similar rights ("Intellectual Property Rights") necessary for the conduct of the business of the Company as currently carried on and as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. To the knowledge of the Company, no action or use by the Company necessary for the conduct of its business as currently carried on and as described in the Registration Statement and the Final Prospectus will involve or give rise to any infringement of, or license or similar fees for, any Intellectual Property Rights of others. The Company has not received any notice alleging any such infringement, fee or conflict with asserted Intellectual Property Rights of others. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect (A) to the knowledge of the Company, there is no infringement, misappropriation or violation by third parties of any of the Intellectual Property Rights owned by the Company; (B) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others challenging the rights of the Company in or to any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim, that would, individually or in the aggregate, together with any other claims in this Section 3(a)(xii), reasonably be expected to result in a Material Adverse Effect; (C) the Intellectual Property Rights owned by the Company and, to the knowledge of the Company, the Intellectual Property Rights licensed to the Company have not been adjudged by a court of competent jurisdiction invalid or unenforceable, in whole or in part, and there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim that would, individually or in the aggregate, together with any other claims in this Section 3(a)(xii) reasonably be expected to result in a Material Adverse Effect; (D) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company infringes, misappropriates or otherwise violates any Intellectual Property Rights or other proprietary rights of others, the Company has not received any written notice of such claim and the Company is unaware of any other facts which would form a reasonable basis for any such claim that would, individually or in the aggregate, together with any other claims in this Section 3(a)(xii), reasonably be expected to result in a Material Adverse Effect; and (E) to the Company's knowledge, no employee of the Company is in or has ever been in violation in any material respect of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Company, or actions undertaken by the employee while employed with the Company and could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. To the Company's knowledge, all material technical information developed by and belonging to the Company which has not been patented has been

kept confidential. The Company is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity that are required to be set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus and are not described therein. The Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus contain in all material respects the same description of the matters set forth in the preceding sentence. None of the technology employed by the Company has been obtained or is being used by the Company in violation of any contractual obligation binding on the Company or, to the Company's knowledge, any of its officers, directors or employees, or otherwise in violation of the rights of any persons. To the Company's knowledge, there is no prior art or public or commercial activity that may render any patent included in the Intellectual Property Rights invalid or that would preclude the issuance of any patent on any patent application included in the Intellectual Property which has not been disclosed to the U.S. Patent and Trademark Office or the relevant foreign patent authority, as the case may be. The Company has not, and to the Company's knowledge, no third party has, committed any act or omitted to undertake any act the effect of such commission or omission would reasonably be expected to result in a legal determination that any item of Intellectual Property Rights thereby was rendered invalid or unenforceable in whole or in part. The manufacture, use and sale of the products or product candidates described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus as under development by the Company fall within the scope of one or more claims of the patents or patent applications included in the Intellectual Property Rights. Other than information disclosed in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, no government funding, facilities or resources of a university, college, other educational institution or research center was used in the development of any Intellectual Property Rights that are owned or purported to be owned by the Company that would confer upon any governmental agency or body, university, college, other educational institution or research center any claim or right in or to any such Intellectual Property Rights.

(xiii) **Employment Matters**. There is (A) no unfair labor practice complaint pending against the Company, nor to the Company's knowledge, threatened against it, before the National Labor Relations Board, any state or local labor relation board or any foreign labor relations board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against the Company, or, to the Company's knowledge, threatened against it and (B) no labor disturbance by the employees of the Company exists or, to the Company's knowledge, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers, customers or contractors, that could reasonably be expected, singularly or in the aggregate, to have a Material Adverse Effect. The Company is not aware that any key employee or significant group of employees of the Company plans to terminate employment with the Company.

(xiv) **ERISA Compliance**. No "prohibited transaction" (as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("ERISA"), or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time (the "Code")) or "accumulated funding deficiency" (as defined in Section 302 of ERISA) or any of the events set forth in Section 4043(b) of ERISA (other than events with respect to which the thirty (30)-day notice requirement under Section 4043 of ERISA has been waived) has occurred or could reasonably be expected to occur with respect to any employee benefit plan of the Company which would reasonably be expected to, singularly or in the aggregate, have a Material Adverse Effect. Each employee benefit plan of the Company is in compliance in all material respects with applicable law, including ERISA and the Code. The Company has not incurred and could not reasonably be expected to incur liability under Title IV of ERISA with respect to the termination of, or withdrawal from, any pension plan (as defined in ERISA). Each pension plan for which the Company would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified, and, to the Company's knowledge, nothing has occurred, whether by action or by failure to act, which could, singularly or in the aggregate, cause the loss of such qualification.

(xv) **Environmental Matters**. The Company is in compliance with all foreign, federal, state and local rules, laws and regulations relating to the use, treatment, storage and disposal of hazardous or toxic substances or waste and protection of health and safety or the environment which are applicable to their businesses, except where the failure to comply has not had and would not reasonably be expected to have, singularly or in the aggregate, a Material Adverse Effect. There has been no storage, generation, transportation, handling, treatment, disposal, discharge, emission, or other release of any kind of toxic or other wastes or other hazardous substances by, due to, or caused by the Company (or, to the Company's knowledge, any other entity for whose acts or omissions the Company is or may otherwise be liable) upon any of the property now or previously owned or leased by the Company, or upon any other property, in violation of any law, statute, ordinance, rule, regulation, order, judgment, decree or permit or which would, under any law, statute, ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability, except for any violation or liability which has not had and would not reasonably be expected to have, singularly or in the aggregate, a Material Adverse Effect; and there has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which the Company has knowledge.

(xvi) **SOX Compliance**. The Company has taken all actions it deems reasonably necessary or advisable to take on or prior to the date of this Agreement to assure that, upon and at all times after the Effective Date, it will be in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002 and all rules and regulations promulgated thereunder or implementing the provisions thereof (the "Sarbanes-Oxley Act") that are then in effect and will take all action it deems reasonably necessary or advisable to assure that it will be in compliance in all material respects with other applicable provisions of the Sarbanes-Oxley Act not currently in effect upon it and at all times after the effectiveness of such provisions.

(xvii) **Money Laundering Laws**. The operations of the Company are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any Governmental Entity involving the Company with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xviii) **Foreign Corrupt Practices Act**. Neither the Company nor, to the knowledge of the Company, any director, officer, employee, representative, agent, affiliate of the Company or any other person acting on behalf of the Company, is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xix) **OFAC**. Neither the Company nor, to the knowledge of the Company, any director, officer, employee, representative, agent or affiliate of the Company or any other person acting on behalf of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering of the Securities contemplated hereby, or lend, contribute or otherwise make available such proceeds to any person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(xx) **Insurance**. Following the consummation of the offering contemplated hereby, the Company will carry insurance in such amounts and covering such risks as is adequate for the conduct of its business and the value of its properties and as is customary for companies engaged in similar businesses in similar industries.

(xxi) **Books and Records**. The minute books of the Company have been made available to the Underwriters and counsel for the Underwriters, and

such books (A) contain a complete summary of all meetings and actions of the board of directors (including each board committee) and stockholders of the Company (or analogous governing bodies and interest holders, as applicable), since the time of its incorporation or organization through the date of the latest meeting and action, and (B) accurately in all material respects reflect all transactions referred to in such minutes.

(xxii) **No Violation**. Neither the Company nor, to its knowledge, any other party is in violation, breach or default of any Contract that has resulted in or could reasonably be expected to result in a Material Adverse Effect.

(xxiii) **Continued Business**. No supplier, customer, distributor or sales agent of the Company has notified the Company that it intends to discontinue or decrease the rate of business done with the Company, except where such discontinuation or decrease has not resulted in and could not reasonably be expected to result in a Material Adverse Effect.

(xxiv) **No Finder's Fee**. There are no claims, payments, issuances, arrangements or understandings for services in the nature of a finder's, consulting or origination fee with respect to the introduction of the Company to any Underwriter or the sale of the Securities hereunder or any other arrangements, agreements, understandings, payments or issuances with respect to the Company that may affect the Underwriters' compensation, as determined by FINRA.

(xxv) **No Fees**. Except as disclosed to the Representative in writing, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to (A) any person, as a finder's fee, investing fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who provided capital to the Company, (B) any FINRA member, or (C) any person or entity that has any direct or indirect affiliation or association with any FINRA member within the twelve (12) month period prior to the date on which the Registration Statement was filed with the Commission ("Filing Date") or thereafter.

(xxvi) **Proceeds**. None of the net proceeds of the offering will be paid by the Company to any participating FINRA member or any affiliate or associate of any participating FINRA member, except as specifically authorized herein.

(xxvii) **No FINRA Affiliations**. To the Company's knowledge and except as disclosed to the Representative in writing, no (A) officer or director of the Company or (B) owner of 5% or more of any class of the Company's securities or (C) owner of any amount of the Company's unregistered securities acquired within the 180-day period prior to the Filing Date, has any direct or indirect affiliation or association with any FINRA member. The Company will advise the Representative and counsel to the Underwriter if it becomes aware that any officer, director of the Company or any owner of 5% or more of any class of the Company's securities is or becomes an affiliate or associated person of a FINRA member participating in the offering.

(xxviii) **No Financial Advisor**. Other than the Underwriters, no person has the right to act as an underwriter or as a financial advisor to the Company in connection with the transactions contemplated hereby.

(xxix) **Data Privacy and Security Laws**. The Company is, and at all prior times was, in material compliance with all applicable state and federal data privacy and security laws and regulations in the United States, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act, and all applicable provincial and federal data privacy and security laws and regulations in Canada, including without limitation the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5) ("PIPEDA"); and the Company has taken commercially reasonable actions to prepare to comply with, and have been and currently are in compliance with, the European Union General Data Protection Regulation ("GDPR") (EU 2016/679) (collectively, the "Privacy Laws"). To ensure compliance with the Privacy Laws, the Company has in place, comply with, and take appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling, and analysis of Personal Data. "Personal Data" means (A) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or customer or account number; (B) any information which would qualify as "personally identifying information" under the Federal Trade Commission Act, as amended; (C) Protected Health Information as defined by HIPAA; (D) "personal information," "personal health information" and "business contact information" as defined by PIPEDA; (E) "personal data" as defined by GDPR; and (F) any other piece of information that allows the identification of such natural person, or his or her family, or permits the collection or analysis of any data related to an identified person's health or sexual orientation. The Company has at all times made all disclosures to users or customers required by applicable laws and regulatory rules or requirements, and none of such disclosures made or contained in any Policy have, to the knowledge of the Company, been inaccurate or in violation of any applicable laws and regulatory rules or requirements in any material respect. The Company further certifies it has not received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice.

(xxx) **No Registration Rights**. Except as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, there are no contracts, agreements or understandings between the Company and any person granting such person the right (other than rights which have been waived in writing or otherwise satisfied) to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Company under the Securities Act.

(xxxi) **Prior Sales of Securities**. Except as set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, the Company has not sold or issued any ADSs during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulations D or S of, the Securities Act, other than shares issued pursuant to employee benefit plans, stock option plans or other employee compensation plans, pursuant to outstanding preferred stock, options, rights or warrants or other outstanding convertible securities or in connection with the vesting of any outstanding stock grants.

(xxxii) **Compliance with Laws**. The Company: (A) is and at all times has been in compliance with all statutes, rules, or regulations applicable to the Company, including, without limitation, all statutes, rules, or regulations relating to the ownership, testing, development, manufacture, packaging, processing, use, distribution, marketing, labeling, promotion, sale, offer for sale, storage, import, export or disposal of any product manufactured or distributed by the Company and, without limiting the foregoing, include (I) the Federal Food, Drug, and Cosmetic Act, (II) the Occupational Safety and Health Act, the Environmental Protection Act, the Toxic Substances Control Act and Laws applicable to hazardous or regulated substances and radioactive or biologic materials, (III) the federal Anti-Kickback Statute, (IV) the False Claims Act, (V) the Civil Monetary Penalties Law, (VI) the Physician Payments Sunshine Act, (VII) the criminal False Claims Law, (VIII) HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act and (IX) licensing and certification laws covering any aspect of the business of the Company ("Applicable Laws"), except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (B) has not received any warning letter, untitled letter or other correspondence or notice from any other governmental authority alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws and/or to carry on its business as now conducted ("Applicable Authorizations"); (C) possesses all material Application Authorizations and such Applicable Authorizations are valid and in full force and effect and are not in material violation of any term of any such Applicable Authorizations; (D) has not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Entity or third party alleging that any product operation or activity is in violation of any Applicable Laws or Applicable Authorizations and has no knowledge that any such Governmental Entity or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding nor, to the Company's knowledge, has there been any material noncompliance with or violation of any Applicable Laws by the Company that could reasonably be expected to require the issuance of any such communication or result in an investigation,

corrective action, or enforcement action by any Governmental Entity; (E) has not received notice that any Governmental Entity has taken, is taking or intends to take action to limit, suspend, modify or revoke any Applicable Authorizations and has no knowledge that any such Governmental Entity has threatened or is considering such action; (F) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Applicable Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct on the date filed (or were corrected or supplemented by a subsequent submission); and (G) has not, either voluntarily or involuntarily, initiated, conducted, or issued or caused to be initiated, conducted or issued, any recall, market withdrawal or replacement, safety alert, post-sale warning, "dear doctor" letter, or other notice or action relating to the alleged lack of safety or efficacy of any product or any alleged product defect or violation and, to the Company's knowledge, no third party has initiated, conducted or intends to initiate any such notice or action.

4. Purchase, Sale and Delivery of Shares.

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to issue and sell the Firm Units to the several Underwriters, and the several Underwriters agree, severally and not jointly, to purchase the Firm Units set forth opposite the names of the Underwriters in **Schedule I** hereto. The purchase price for each Firm Unit shall be $[●] per Firm Unit (92% of the public offering price for each Firm Unit) which purchase price will be allocated as $[●] per Firm Share, $[ ] per Firm Tradeable Warrant and $[ ] per Firm Non-tradeable Warrant.

(b) The Company hereby grants to the Underwriters the option to purchase some or all of the Option Securities and, upon the basis of the warranties and representations and subject to the terms and conditions herein set forth, the Underwriter shall have the right, severally and not jointly, to purchase all or any portion of the Option Shares and/or the Option Warrants as may be necessary to cover over-allotments made in connection with the transactions contemplated hereby. The purchase price to be paid per Option Share shall be equal to $[●]. The purchase price to be paid per Option Tradeable Warrant shall be equal to $[ ]. The purchase price to be paid per Option Non-tradeable Warrant shall be equal to $[ ]. The Underwriters shall not be under any obligation to purchase any of the Option Securities prior to the exercise of the Over-allotment Option. This Over-Allotment Option may be exercised by the Underwriters at any time and from time to time on or before the forty-fifth (45^{th}) day following the date hereof, by written notice to the Company (the "Option Notice"). The Option Notice shall set forth the aggregate number of Option Shares and/or Option Warrants as to which the option is being exercised, and the date and time when the Option Shares and/or the Option Warrants are to be delivered (such date and time being herein referred to as the "Option Closing Date"); *provided*, *however*, that the Option Closing Date shall not be earlier than the Closing Date (as defined below) nor earlier than the first (1^{st}) business day after the date on which the option shall have been exercised nor later than the fifth (5^{th}) business day after the date on which the option shall have been exercised unless the Company and the Representative otherwise agree. Upon exercise of the Over-allotment Option with respect to all or any portion of the Option Securities subject to the terms and conditions set forth herein, (i) the Company shall become obligated to sell to the Underwriters the number of Option Securities specified in such notice; (ii) each of the Underwriters, acting severally and not jointly, shall purchase that portion of the total number of Option Securities then being purchased as set forth in **Schedule I** opposite the name of such Underwriter, subject to such adjustments as the Representative, in their sole discretion, shall determine and (iii) each of the Underwriters, acting severally and not jointly, shall purchase that portion of the total number of Option Warrants then being purchased that the number of Option Warrants as set forth in **Schedule I** opposite the name of such Underwriter bears to the total number of Option Warrants, subject, in each case, to such adjustments as the Representative, in their sole discretion, shall determine. The Representative may cancel the Over-Allotment Option at any time prior to the expiration of the Over-Allotment Option by written notice to the Company (except to the extent the Representative has exercised the Over-Allotment Option in accordance herewith).

(c) Payment of the purchase price for and delivery of the Option Shares and/or the Option Warrants shall be made on an Option Closing Date in the same manner and at the same office as the payment for the Firm Securities as set forth in subparagraph (d) below.

(d) The Firm Securities will be delivered by the Company to the Representative, for the respective accounts of the several Underwriters against payment of the purchase price therefor by wire transfer of same day funds payable to the order of the Company at the offices of WallachBeth Capital LLC, Harborside Financial Center Plaza 5, 185 Hudson Street, Suite 1410, Jersey City, NJ 07311, or such other location as may be mutually acceptable, at 9:00 a.m. Eastern Time, on the second (2^{nd}) (or if the Firm Securities are priced, as contemplated by Rule 15c6-1(c) under the Exchange Act, after 4:30 p.m. Eastern time, the third (3^{rd})) full business day following the date hereof, or at such other time and date as the Representative and the Company determine pursuant to Rule 15c6-1(a) under the Exchange Act, or, in the case of the Option Securities, at such date and time set forth in the Option Notice. The time and date of delivery of the Firm Shares is referred to herein as the "Closing Date." On the Closing Date, the Company shall deliver the Firm Securities which shall be registered in the name or names and shall be in such denominations as the Representative may request on behalf of the Underwriters at least one (1) business day before the Closing Date, to the respective accounts of the several Underwriters, which delivery shall with respect to the Firm Securities, be made through the facilities of the Depository Trust Company's Deposit or Withdrawal at Custodian system.

(e) It is understood that WallachBeth Capital LLC, has been authorized, for its own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Firm Securities and any Option Securities the Underwriters have agreed to purchase. WallachBeth Capital LLC, individually and not as the Representative of the Underwriters, may (but shall not be obligated to) make payment for any Securities to be purchased by any Underwriter whose funds shall not have been received by the Representative by the Closing Date or any Option Closing Date, as the case may be, for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

5. Covenants.

(a) The Company covenants and agrees with the Underwriters as follows:

(i) The Company shall prepare the Final Prospectus in a form approved by the Representative and file such Final Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by the Rules and Regulations.

(ii) During the period beginning on the date hereof and ending on the later of the Closing Date or such date as determined by the Representative the Final Prospectus is no longer required by law to be delivered in connection with sales by an underwriter or dealer (the "Prospectus Delivery Period"), prior to amending or supplementing the Registration Statement, including any Rule 462 Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, the Company shall furnish to the Representative for review and comment a copy of each such proposed amendment or supplement, and the Company shall not file any such proposed amendment or supplement to which the Representative reasonably objects.

(iii) From the date of this Agreement until the end of the Prospectus Delivery Period, the Company shall promptly advise the Representative in writing (A) of the receipt of any comments of, or requests for additional or supplemental information from, the Commission, (B) of the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, (C) of the time and date that any post-effective amendment to the Registration Statement becomes effective and (D) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending its use or the use of the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, or of any proceedings to remove, suspend or terminate from listing or quotation the ADSs from any securities exchange upon which it is listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. If the Commission shall enter any such stop order at any time during the Prospectus Delivery Period, the Company will use its reasonable efforts

to obtain the lifting of such order at the earliest possible moment. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b), 430A, 430B or 430C as applicable, under the Securities Act and will use its reasonable efforts to confirm that any filings made by the Company under Rule 424(b) or Rule 433 were received in a timely manner by the Commission (without reliance on Rule 424(b)(8) or 164(b) of the Securities Act).

(iv) (A) During the Prospectus Delivery Period, the Company will comply with all requirements imposed upon it by the Securities Act, as now and hereafter amended, and by the Rules and Regulations, as from time to time in force, and by the Exchange Act, as now and hereafter amended, so far as necessary to permit the continuance of sales of or dealings in the Securities as contemplated by the provisions hereof, the Time of Sale Disclosure Package, the Registration Statement and the Final Prospectus. If during the Prospectus Delivery Period any event occurs the result of which would cause the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) to include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances then existing, not misleading, or if during such period it is necessary or appropriate in the opinion of the Company or its counsel or the Representative or counsel to the Underwriters to amend the Registration Statement or supplement the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) to comply with the Securities Act, the Company will promptly notify the Representative, allow the Representative the opportunity to provide reasonable comments on such amendment, prospectus supplement or document, and will amend the Registration Statement or supplement the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) or file such document (at the expense of the Company) so as to correct such statement or omission or effect such compliance. (B) If at any time during the Prospectus Delivery Period there occurred or occurs an event or development the result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement or any Prospectus or included or would include, when taken together with the Time of Sale Disclosure Package, an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in light of the circumstances prevailing at that subsequent time, not misleading, the Company will promptly notify the Representative and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(v) The Company shall take or cause to be taken all necessary action to qualify the Securities for sale under the securities laws of such jurisdictions as the Representative reasonably designate and to continue such qualifications in effect so long as required, except that the Company shall not be required in connection therewith to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified, to execute a general consent to service of process in any state or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise subject.

(vi) The Company will furnish to the Underwriters and counsel to the Underwriters copies of the Registration Statement, each Prospectus, any Issuer Free Writing Prospectus, and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Underwriters may from time to time reasonably request.

(vii) The Company will make generally available to its security holders as soon as practicable, but in any event not later than fifteen (15) months after the end of the Company's current fiscal quarter, an earnings statement (which need not be audited) covering a twelve (12)-month period that shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 of the Rules and Regulations.

(viii) The Company, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, will pay or cause to be paid all expenses relating to the Offering, including, without limitation, (A) all filing fees and communication expenses relating to the registration of the Securities with the Commission; (B) all filing fees associated with the review of the public offering of the Securities by FINRA; (C) all fees and expenses relating to the listing of such Offered Securities on Nasdaq; (D) fees relating to background checks by the Representative; (E) all fees, expenses and disbursements relating to the registration, qualification or exemption of such Securities under the securities laws of such foreign jurisdictions as the Representative may reasonably designate; (F) the costs of all mailing and printing of the underwriting documents (including, without limitation, the Underwriting Agreement, any Blue Sky Surveys and, if appropriate, any Agreement Among Underwriters, Selected Dealers' Agreement, Underwriters' Questionnaire and Power of Attorney), Registration Statements, Prospectuses and all amendments, supplements and exhibits thereto and as many preliminary and final Prospectuses as the Representative may reasonably deem necessary; (G) the costs and expenses of a public relations firm for the Company mutually agreed upon by the Representative and the Company; (H) the costs of preparing, printing and delivering certificates representing the Securities; (I) fees and expenses of the transfer agent for the Securities of the Company; (J) the fees and expenses of the Company's legal counsel and other agents and Representative; (K) fees and expenses of legal counsel for the Underwriters not to exceed $145,000 and (l) all reasonable road show expenses for the Offering.

(ix) The Company intends to apply the net proceeds from the sale of the Securities to be sold by it hereunder for the purposes set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus under the heading "Use of Proceeds."

(x) The Company has not taken and will not take, directly or indirectly, during the Prospectus Delivery Period, any action designed to, or which might reasonably be expected to cause or result in, or that has constituted, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

(xi) The Company represents and agrees that, unless it obtains the prior written consent of the Representative, and each Underwriter, severally, and not jointly, represents and agrees that, unless it obtains the prior written consent of the Company, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus; *provided* that the prior written consent of the parties hereto shall be deemed to have been given in respect of the free writing prospectuses included in **Schedule III**, if any. Any such free writing prospectus consented to by the Company and the Representative is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company represents that it has treated or agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus," as defined in Rule 433, and has complied or will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record-keeping.

(xii) The Company hereby agrees that, without the prior written consent of the Representative, it and any successors will not, during the period ending six (6) months after the date hereof, (A) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock or the Company, (B) file or caused to be filed any registration statement with the Commission relating to the offering or resale of any shares of capital stock or any securities convertible into or exercisable or exchangeable for shares of capital stock or (C) enter into any swap or other arrangement that transfers to another in whole or in part, any of the economic consequences of ownership of capital stock of the Company, whether any such transaction described in clause (A), (B) or (C) above is to be settled by delivery of shares of capital stock of the Company or any successors or such other securities, in cash or otherwise, other than in the case of a Variable Rate Transaction (as defined below). The restrictions contained in the preceding sentence shall not apply to (I) the Securities to be sold hereunder, (II) the issuance by the Company of ADSs upon the exercise of a stock option or warrant or the conversion of a security outstanding on the date hereof, which is disclosed in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, the terms of which option, warrant or other outstanding convertible security are not thereafter amended, (III) the issuance by the Company of ADSs upon the vesting of outstanding stock grants, (IV) grants of stock options, stock awards, restricted stock, restricted stock units or other equity awards and the issuance of ADSs or securities convertible into or exercisable or exchangeable for ADSs (whether upon the exercise of stock options or otherwise) to the Company's employees, officers, directors, advisors, or consultants pursuant to the terms of an equity compensation plan in effect as of the Closing Date and described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus *provided* the grantee of any such equity award set forth in this Section enters into a Lock-Up Agreement (as defined below) in the form attached

hereto as **Exhibit A** in connection with any such grant *provided further* that any such grant to advisors or consultants are issued as "restricted securities" (as defined in Rule 144) and carry no registration rights that require or permit the filing of any registration statement in connection therewith within one hundred eighty (180) days following the date hereof; and (V) the filing by the Company of any registration statement on Form S-8 or a successor form thereto relating to an equity compensation plan described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus.

(xiii) From the date hereof until [sixteen (16)] months after the Closing Date, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company or any of its subsidiaries of ADSs or any securities of the Company or any subsidiary which would entitle the holder thereof to acquire at any time ADSs, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, ADSs (or a combination of units thereof) involving a Variable Rate Transaction. "Variable Rate Transaction" means a transaction in which the Company (A) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional ADSs either (I) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the ADSs at any time after the initial issuance of such debt or equity securities or (II) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the ADSs or (B) enters into, or effects a transaction under, any agreement, including, but not limited to, an equity line of credit, whereby the Company may issue securities at a future determined price. Any Underwriter shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages.

(xiv) To engage and maintain, at its expense, a registrar and transfer agent for the ADSs (if other than the Company).

(xv) To use its reasonable best efforts to maintain the listing of the ADSs on Nasdaq.

(xvi) To not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Securities.

(xvii) The Company further agrees that, in addition to the expenses payable pursuant toSection 5(a)(viii), on the Closing Date it shall pay to the Representative, by deduction from the net proceeds of the Offering contemplated herein, a non-accountable expense allowance equal to one percent (1%) of the gross proceeds received by the Company from the sale of the Securities; *provided*, *however*, that in the event that the Offering is terminated, the Company agrees to reimburse the Underwriters pursuant to Section 7 hereof. Notwithstanding the foregoing, any advance previously paid by the Company to WallachBeth Capital LLC against the Representative's non-accountable expense allowance actually anticipated to be incurred, shall be applied towards the accountable expenses set forth herein; *provided* that the Representative will reimburse the Company for any remaining portion of the Advance to the extent amount of the Advance was not used for accountable expenses actually incurred by the Representative in the offering.

(xviii) As of the Closing Date, the Company shall have retained an investor relations advisory firm reasonably acceptable to the Representative and the Company and shall retain such firm or another firm reasonably acceptable to the Representative for a period of not less than six (6) months after the Closing Date.

(xix) On or prior to the Closing Date, the Company will have appropriate Directors' & Officers' and Errors & Omissions insurance with appropriate liability levels as reasonably determined by the Company.

6. Conditions of the Underwriter's Obligations. The respective obligations of the several Underwriters hereunder to purchase the Shares are subject to the accuracy, as of the date hereof and at all times through the Closing Date, and on each Option Closing Date (as if made on the Closing Date or such Option Closing Date, as applicable), of and compliance with all representations, warranties and agreements of the Company contained herein, the performance by the Company of its obligations hereunder and the following additional conditions:

(a) If filing of the Final Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, is required under the Securities Act or the Rules and Regulations, the Company shall have filed the Final Prospectus (or such amendment or supplement) or such Issuer Free Writing Prospectus with the Commission in the manner and within the time period so required (without reliance on Rule 424(b)(8) or 164(b) under the Securities Act); the Registration Statement shall remain effective; no stop order suspending the effectiveness of the Registration Statement or any part thereof, any Rule 462 Registration Statement, or any amendment thereof, nor suspending or preventing the use of the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus shall have been issued; no proceedings for the issuance of such an order shall have been initiated or threatened by the Commission; any request of the Commission or the Representative for additional information (to be included in the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, any Issuer Free Writing Prospectus or otherwise) shall have been complied with to the satisfaction of the Representative.

(b) The ADSs and tradeable warrants shall be approved for listing on The Nasdaq Capital Market, and satisfactory evidence thereof shall have been provided to the Representative and its counsel.

(c) FINRA shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements.

(d) The Representative shall not have reasonably determined, and advised the Company, that the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, or any amendment thereof or supplement thereto, or any Issuer Free Writing Prospectus, contains an untrue statement of fact which, in the reasonable opinion of the Representative, is material, or omits to state a fact which, in the reasonable opinion of the Representative, is material and is required to be stated therein or necessary to make the statements therein not misleading.

(e) Intentionally Omitted.

(f) On the Closing Date and on each Option Closing Date, there shall have been furnished to the Representative on behalf of the Underwriters the opinion and negative assurance letters of Sichenzia Ross Ference Carmel LLP, corporate counsel to the Company, dated the Closing Date or the Option Closing Date, as applicable, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representative.

(g) Intentionally Omitted.

(h) The Underwriters shall have received a letter of Turner, Stone & Company, L.L.P., on the date hereof and on the Closing Date and on each Option Closing Date, addressed to the Underwriters, confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualifications of accountants under Rule 2-01 of Regulation S-X of the Commission, and confirming, as of the date of each such letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, as of a date not prior to the date hereof or more than five (5) days prior to the date of such letter), the conclusions and findings of said firm with respect to the financial information and other matters required by the Underwriters.

(i) Intentionally Omitted.

(j) On the Closing Date and on each Option Closing Date, there shall have been furnished to the Underwriters a certificate, dated the Closing Date and on each Option Closing Date and addressed to the Underwriters, signed by the Chief Executive Officer and the Chief Financial Officer of the Company, in their capacity as officers of the Company, to the effect that:

(i) The representations and warranties of the Company in this Agreement that are qualified by materiality or by reference to any Material Adverse Effect are true and correct in all respects, and all other representations and warranties of the Company in this Agreement are true and correct, in all material respects, as if made at and as of the Closing Date and on the Option Closing Date, and the Company has complied in all material respects with all the agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing Date or on the Option Closing Date, as applicable;

(ii) No stop order or other order (A) suspending the effectiveness of the Registration Statement or any part thereof or any amendment thereof, (B) suspending the qualification of the Securities for offering or sale, or (C) suspending or preventing the use of the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus, has been issued, and no proceeding for that purpose has been instituted or, to their knowledge, is contemplated by the Commission or any state or regulatory body; and

(iii) There has been no occurrence of any event resulting or reasonably likely to result in a Material Adverse Effect during the period from and after the date of this Agreement and prior to the Closing Date or on the Option Closing Date, as applicable.

(k) On or before the date hereof, the Representative shall have received duly executed lock-up agreement, substantially in the form of **Exhibit A** attached hereto (each a "Lock-Up Agreement"), by and between the Representative and each of the parties specified in **Schedule IV** hereto.

(l) On the Closing Date, the Company shall have delivered to the Representative executed copies of the Warrant Agreement.

(m) On the Closing Date, the Company shall have delivered to the Representative executed copies of the Deposit Agreement.

(n) The Company shall have furnished to the Representative and its counsel such additional documents, certificates and evidence as the Representative and its counsel may have reasonably requested.

If any condition specified in this Section 6 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Representative by notice to the Company at any time at or prior to the Closing Date or on the Option Closing Date, as applicable, and such termination shall be without liability of any party to any other party, except that Section 5(a)(viii), Section 7 and Section 8 shall survive any such termination and remain in full force and effect.

7. Indemnification and Contribution.

(a) The Company agrees to indemnify, defend and hold harmless each Underwriter, its affiliates, directors and officers and employees, and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any losses, claims, damages or liabilities to which such Underwriter or such person may become subject, under the Securities Act or otherwise (including in settlement of any litigation if such settlement is effected with the written consent of the Company), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, including the information deemed to be a part of the Registration Statement at the time of effectiveness and at any subsequent time pursuant to Rules 430A and 430B of the Rules and Regulations, or arise out of or are based upon the omission from the Registration Statement, or alleged omission to state therein, a material fact required to be stated therein or necessary to make the statements therein not misleading (ii) an untrue statement or alleged untrue statement of a material fact contained in the Time of Sale Disclosure Package, any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Securities Act ("Written Testing-the-Waters Communications"), any Prospectus, the Final Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, or the Marketing Materials or in any other materials used in connection with the offering of the Securities, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (iii) in whole or in part, any inaccuracy in the representations and warranties of the Company contained herein, or (iv) in whole or in part, any failure of the Company to perform its obligations hereunder or under law, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by it in connection with evaluating, investigating or defending against such loss, claim, damage, liability or action; *provided*, *however*, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Time of Sale Disclosure Package, any Written Testing-the-Waters Communications, any Prospectus, the Final Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by such Underwriter specifically for use in the preparation thereof, which written information is described in Section 7(f).

(b) Each Underwriter, severally and not jointly, will indemnify, defend and hold harmless the Company, its affiliates, directors, officers and employees, and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any losses, claims, damages or liabilities to which the Company may become subject, under the Securities Act or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Underwriter), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by such Underwriter specifically for use in the preparation thereof, which written information is described in Section 7(f), and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with evaluating, investigating, and defending against any such loss, claim, damage, liability or action. The obligation of each Underwriter to indemnify the Company (including any controlling person, director or officer thereof) shall be limited to the amount of the underwriting discount applicable to the Shares to be purchased by such Underwriter hereunder actually received by such Underwriter.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof, but the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to any indemnified party except to the extent such indemnifying party has been materially prejudiced by such failure. In case any such action shall be brought against any indemnified party, and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of the indemnifying party's election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof; *provided*, *however*, that if (i) the indemnified party has reasonably concluded (based on advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the

indemnifying party, (ii) a conflict or potential conflict exists (based on advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party), or (iii) the indemnifying party has not in fact employed counsel reasonably satisfactory to the indemnified party to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, the indemnified party shall have the right to employ a single counsel to represent it in any claim in respect of which indemnity may be sought under subsection (a) or (b) of this Section 7, in which event the reasonable fees and expenses of such separate counsel shall be borne by the indemnifying party or parties and reimbursed to the indemnified party as incurred.

The indemnifying party under this Section 7 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is a party or could be named and indemnity was or would be sought hereunder by such indemnified party, unless such settlement, compromise or consent (A) includes an unconditional release of such indemnified party from all liability for claims that are the subject matter of such action, suit or proceeding and (B) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering and sale of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discount received by the Underwriters, in each case as set forth in the table on the cover page of the Final Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relevant intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the first sentence of this subsection (d). The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim that is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount of the underwriting discount applicable to the Shares to be purchased by such Underwriter hereunder actually received by such Underwriter. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' respective obligations to contribute as provided in this Section 7 are several in proportion to their respective underwriting commitments and not joint.

(e) The obligations of the Company under this Section 7 shall be in addition to any liability that the Company may otherwise have and the benefits of such obligations shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act; and the obligations of each Underwriter under this Section 7 shall be in addition to any liability that each Underwriter may otherwise have and the benefits of such obligations shall extend, upon the same terms and conditions, to the Company and its officers, directors and each person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act.

(f) For purposes of this Agreement, each Underwriter severally confirms, and the Company acknowledges, that there is no information concerning such Underwriter furnished in writing to the Company by such Underwriter specifically for preparation of or inclusion in the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus, other than the statement set forth in the last paragraph on the cover page of the Prospectus, the marketing and legal names of each Underwriter, and the statements set forth in the "Underwriting" section of the Registration Statement, the Time of Sale Disclosure Package, and the Final Prospectus only insofar as such statements relate to the amount of selling concession and re-allowance, if any, or to over-allotment, stabilization and related activities that may be undertaken by such Underwriter.

8. Representations and Agreements to Survive Delivery. All representations, warranties, and agreements of the Company contained herein or in certificates delivered pursuant hereto, including, but not limited to, the agreements of the several Underwriters and the Company contained in Section 5(a)(viii) and Section 7 hereof, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the several Underwriters or any controlling person thereof, or the Company or any of its officers, directors, or controlling persons, and shall survive delivery of, and payment for, the Shares to and by the Underwriters hereunder.

9. Termination of this Agreement.

(a) The Representative shall have the right to terminate this Agreement by giving notice to the Company as hereinafter specified at any time at or prior to the Closing Date or any Option Closing Date (as to the Option Shares to be purchased on such Option Closing Date only), if in the discretion of the Representative, (i) there has occurred any material adverse change in the securities markets or any event, act or occurrence that has materially disrupted, or in the opinion of the Representative, will in the future materially disrupt, the securities markets or there shall be such a material adverse change in general financial, political or economic conditions or the effect of international conditions on the financial markets in the United States is such as to make it, in the judgment of the Representative, inadvisable or impracticable to market the Shares or enforce contracts for the sale of the Shares (ii) trading in the Company's ADSs shall have been suspended by the Commission or Nasdaq or trading in securities generally on Nasdaq, the NYSE or the NYSE American shall have been suspended, (iii) minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required, on Nasdaq, the NYSE or NYSE American, by such exchange or by order of the Commission or any other governmental authority having jurisdiction, (iv) a banking moratorium shall have been declared by federal or state authorities, (v) there shall have occurred any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States any declaration by the United States of a national emergency or war, any substantial change or development involving a prospective substantial change in United States or other international political, financial or economic conditions or any other calamity or crisis, or (vi) the Company suffers any loss by strike, fire, flood, earthquake, accident or other calamity, whether or not covered by insurance, or (vii) in the judgment of the Representative, there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, any material adverse change in the assets, properties, condition, financial or otherwise, or in the results of operations, business affairs or business prospects of the Company, whether or not arising in the ordinary course of business. Any such termination shall be without liability of any party to any other party except that the provisions of Section 5(a)(viii) and Section 7 hereof shall at all times be effective and shall survive such termination.

(b) If the Representative elect to terminate this Agreement as provided in this Section 9, the Company and the other Underwriters shall be notified promptly by the Representative by telephone, confirmed by letter.

(c) If this Agreement is terminated pursuant to any of its provisions, the Company shall not be under any liability to any Underwriter, and no Underwriter shall be under any liability to the Company, except that (y) subject to a maximum reimbursement of $145,000, the Company will reimburse the Representative only for all

actual, accountable out-of-pocket expenses (including the reasonable fees and disbursements of its counsel) reasonably incurred by the Representative in connection with the proposed purchase and sale of the Securities or in contemplation of performing their obligations hereunder and (z) no Underwriter who shall have failed or refused to purchase the Securities agreed to be purchased by it under this Agreement, without some reason sufficient hereunder to justify cancellation or termination of its obligations under this Agreement, shall be relieved of liability to the Company, or to the other Underwriters for damages occasioned by its failure or refusal.

10. Substitution of Underwriters. If any Underwriter or Underwriters shall default in its or their obligations to purchase Securities hereunder on the Closing Date or any Option Closing Date and the aggregate number of Securities which such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed five percent (5%) of the total number of Securities to be purchased by all Underwriters on such Closing Date or Option Closing Date, the other Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Securities which such defaulting Underwriter or Underwriters agreed but failed to purchase on such Closing Date or Option Closing Date. If any Underwriter or Underwriters shall so default and the aggregate number of Securities with respect to which such default or defaults occur is more than ten percent (10%) of the total number of Securities to be purchased by all Underwriters on such Closing Date or Option Closing Date and arrangements satisfactory to the remaining Underwriters and the Company for the purchase of such Securities by other persons are not made within forty-eight (48) hours after such default, this Agreement shall terminate.

If the remaining Underwriters or substituted Underwriters are required hereby or agree to take up all or part of the Securities of a defaulting Underwriter or Underwriters on such Closing Date or Option Closing Date as provided in this Section 10, (i) the Company shall have the right to postpone such Closing Date or Option Closing Date for a period of not more than five (5) full business days in order to permit the Company to effect whatever changes in the Registration Statement, the Final Prospectus, or in any other documents or arrangements, which may thereby be made necessary, and the Company agrees to promptly file any amendments to the Registration Statement or the Final Prospectus which may thereby be made necessary, and (ii) the respective numbers of Securities to be purchased by the remaining Underwriters or substituted Underwriters shall be taken as the basis of their underwriting obligation for all purposes of this Agreement. Nothing herein contained shall relieve any defaulting Underwriter of its liability to the Company or any other Underwriter for damages occasioned by its default hereunder. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of any non-defaulting Underwriters or the Company, except that the obligations with respect to expenses to be paid or reimbursed pursuant to Section 5(a)(viii) and Section 7 and Sections 9 through 17, inclusive, shall not terminate and shall remain in full force and effect.

11. **[Intentionally Omitted]**.

12. Notices. All notices and communications hereunder shall be in writing and mailed or delivered or by telephone, electronic mail or telegraph if subsequently confirmed in writing, (a) if to the Representative, WallachBeth Capital LLC, Harborside Financial Center Plaza 5, 185 Hudson Street, Ste 1410, Jersey City, NJ 07311, with a copy (which shall not constitute notice) to Sheppard, Mullin, Richter & Hampton LLP, 30 Rockefeller Plaza, New York, NY 10112, Attention: Richard A. Friedman, Esq. and (b) if to the Company, to the Company's agent for service as such agent's address appears on the cover page of the Registration Statement with a copy (which shall not constitute notice) to Sichenzia Ross Ference Carmel LLP, 1185 Avenue of Americas, 31st Floor, New York, NY 10036, Attention: Darrin Ocasio, Esq.

13. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and the controlling persons, officers and directors referred to in Section 7. Nothing in this Agreement is intended or shall be construed to give to any other person, firm or corporation any legal or equitable remedy or claim under or in respect of this Agreement or any provision herein contained. The term "successors and assigns" as herein used shall not include any purchaser, as such purchaser, of any of the Shares from any Underwriters.

14. Absence of Fiduciary Relationship. The Company acknowledges and agrees that: (a) each Underwriter has been retained solely to act as underwriter in connection with the sale of the Securities and that no fiduciary, advisory or agency relationship between the Company and any Underwriter has been created in respect of any of the transactions contemplated by this Agreement, irrespective of whether the Underwriter has advised or is advising the Company on other matters; (b) the price and other terms of the Securities set forth in this Agreement were established by the Company following discussions and arms-length negotiations with the Underwriters and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (c) it has been advised that the Underwriters and their affiliates are engaged in a broad range of transactions that may involve interests that differ from those of the Company and that no Underwriter has any obligation to disclose such interest and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; and (d) it has been advised that each Underwriter is acting, in respect of the transactions contemplated by this Agreement, solely for the benefit of such Underwriter, and not on behalf of the Company.

15. Amendments and Waivers. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. The failure of a party to exercise any right or remedy shall not be deemed or constitute a waiver of such right or remedy in the future. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver be deemed or constitute a continuing waiver unless otherwise expressly provided.

16. Partial Unenforceability. The invalidity or unenforceability of any section, paragraph, clause or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph, clause or provision.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

18. Submission to Jurisdiction. The Company hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Agreement shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. EACH OF THE COMPANY (ON BEHALF OF ITSELF AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF ITS RESPECTIVE EQUITY HOLDERS AND CREDITORS) AND THE UNDERWRITER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED UPON, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE REGISTRATION STATEMENT, THE TIME OF SALE DISCLOSURE PACKAGE, ANY PROSPECTUS AND THE FINAL PROSPECTUS.

19. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic mail) in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

[*Signature Page Follows*]

Please sign and return to the Company the enclosed duplicates of this letter whereupon this letter will become a binding agreement between the Company and the several Underwriters in accordance with its terms.

Very truly yours,

RANMARINE TECHNOLOGY B.V.

By: _____

Name:

Title:

Confirmed as of the date first above-mentioned by the Representative of the several Underwriters.

WALLACHBETH CAPITAL LLC

By:
Name:
Title:

[Signature page to Underwriting Agreement]

SCHEDULE I

Schedule of Underwriters

Underwriter	*Number of Firm Securities to be Purchased* Number of Firm Units	*Total Number of Option Securities to be Purchased* Number of Option Shares	Number of Option Warrants
WallachBeth Capital LLC			
Total			

SCHEDULE II

Pricing Information

Number of Firm Units:

Number of Option Shares:

Number of Option Tradeable Warrants:

Number of Option Non-tradeable Warrants:

Public Offering Price per Firm Unit: $[●]

Public Offering Price per Option Share: $[●]

Public Offering Price per Option Tradeable Warrant: $[0.15]

Public Offering Price per Option Non-tradeable Warrant: $[0.15]

Underwriting Discount per Firm Unit: (8% per Firm Unit)

Underwriting non-accountable expense allowance per Firm Unit: (1% per Firm Unit)

SCHEDULE III

Free Writing Prospectus

[None.]

SCHEDULE IV

Lock-Up Parties

1. Richard Hardiman
2. Anton Hemelaar
3. Esther Lokhorst
4. Alistair Longman

5. Darren Kirby

6. Michael Foss

7. Henry Schirmer

8. Deborah Waters

9. Samuel Howe

10. Boundary Holding S.à r.l., SPF

11. Oliver Cunningham

12. Greig Wibberley

EXHIBIT A
Form of Lock-Up Agreement
(*See attached*.)

HVG

2016SL7004438ML/RanMarine Technology

Draft dated 25 March 2016
For discussion purposes only – subject to partner review

In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so, the Dutch text will by law govern.

DEED OF INCORPORATION

RanMarine Technology B.V.

This [—] day of [—] two thousand sixteen appeared before me, Francisca Theodora Henriëtte van Loon-Vercauteren, civil law notary officiating at Rotterdam, the Netherlands, hereinafter referred to as "civil law notary":

[—], acting upon a written power of attorney granted by and as such representing:

a. **Lindsay Robert Williams**, born in Windlesham, United Kingdom, on the fifteenth day of February nineteen hundred sixty-two, residing at [49,Voortrekker Street,McGregor,6708 Western Cape South Africa], [Unmarried], holder of a British passport with number 707274628, hereinafter referred to as the "Incorporator I";

b. **Richard John Hardiman**, born in Cape Town, South-Africa, on the twenty-seventh day of November nineteen hundred seventy-five, residing at [19 Union Avenue Pinelands Cape Town 7704, South Africa], [Married], holder of a British passport with number 800153583, hereinafter referred to as the "Incorporator II"; and

c. **PortXL Editie 2016 B.V.**, a private limited liability company (in Dutch:*besloten vennootschap met beperkte aansprakelijkheid*) , having its registered office in Rotterdam, the Netherlands, and its principal place of business at Wilhelminakade 909, 3072 AP Rotterdam, the Netherlands, registered with the trade register of the Chamber of Commerce under file number 64568814, hereinafter referred to as the "Incorporator III".

The Incorporator I, the Incorporator II and the Incorporator III hereinafter jointly referred to as the "Incorporators".

The person appearing, acting in his aforesaid capacities, stated hereby to incorporate a private limited liability company (in Dutch*besloten vennootschap met beperkte aansprakelijkheid*), hereinafter referred to as the "company", which shall be governed by the following

ARTICLES OF ASSOCIATION:

Definitions.

Article 1.

1. In these articles of association, the following words have the following meanings:

   a. share: a share in the capital of the company; rights that do not include the right to vote nor any entitlement to the distribution of profits or reserves will not be considered as a share;

   b. shareholder: a holder of one (1) or more shares;

   c. general meeting: the body of the company formed by the person or persons in whom, as shareholder or otherwise, the voting rights attaching to shares are vested, or a meeting of persons with rights to attend general meetings (or their representatives);

   d. managing director: a member of the management board of the company;

   e. management board: the management board of the company;

   f. register: the register of the company;

   g. company: the company whose internal organization is governed by these articles of association;

   h. persons with the right to attend general meetings: shareholders and persons to whom the right to attend general meetings has been granted in accordance with these articles of association;

   i. right to attend general meetings: the right to attend general meetings and to address these meetings.

2. References to articles are references to articles of these articles of association, unless explicitly stated otherwise.

3. Unless the context does provide otherwise, the words and expressions in these articles of association, when not described otherwise, have the same meaning as in the Dutch Civil Code.

Name and registered office.

Article 2.

1. The company's name is: RanMarine Technology B.V.

2. The company has its registered office in Rotterdam, the Netherlands.

Objects.

Article 3.

The objects of the company are:

a. to develop water bourne autonomous drones for various uses in and aroundports, harbours and waterways.

b. to incorporate, in any manner to participate in, to manage and to supervise businesses and companies;

c. to give advice and to provide services to businesses and companies with which the company is affiliated in a group and to third parties;

d. to finance businesses and companies;

e. to borrow, including the lending and raising of funds, to issue bonds, debentures or other securities, and to enter into related agreements;

f. to issue guarantees, to commit the company and to encumber the assets of the company for the benefit of businesses, companies and other legal entities with which the company is affiliated in a group and for the benefit of third parties;

g. to acquire, to manage, to encumber, to operate, and to alienate property subject to registration and asset values in general;

h. to trade in currencies, securities and asset values in general;

i. to exploit and to trade patents, trademarks, licences, knowhow, copyrights, databanks and other intellectual property rights;

j. to perform all kinds of industrial, financial and commercial activities;

as well as any and all things that are related or may be conducive to the above, all of this in the broadest sense of the word.

Capital and shares.

Article 4.

1. The capital of the company consists of one (1) or more ordinary shares, each share having a nominal value of one eurocent (EUR 0.01).

2. All shares are numbered consecutively from 1 onwards.

3. All shares are registered shares.

4. If shares or rights attached to shares belong to a community, not being a special community referred to in article 189 paragraph 1 of Book 3 of the Dutch Civil Code, the joint owners may only be represented in dealings with the company by one (1) person who is authorised to that effect in writing by all of them.

Register.

Article 5.

1. The management board keeps a register in which the names and addresses of all shareholders are recorded, stating the date on which they acquired the shares, the date of acknowledgement or service of notice, as well as the amount paid up on each share.

2. The names and addresses of parties that have a right of usufruct or pledge in respect of shares must be recorded in the register, stating the date on which they acquired the right, the date of acknowledgement or service of notice, and also stating which rights attached to the shares are vested in them.

3. All shareholders and other parties whose data must be recorded in the register pursuant to paragraph 2 must provide the management board in a timely manner with the information required.

4. The register must be updated on a regular basis. All registrations and annotations in the register must be signed by a managing director.

5. On request the management board must provide a shareholder**,** a usufructuary and a pledgee an excerpt from the register regarding his right to a share for no consideration.

6. The management board must make the register available at the office of the company for inspection by the shareholders as well as the usufructuaries and pledgees.

Issue of shares and pre-emptive right.

Article 6.

1. Shares may be issued only by resolution of the general meeting, insofar as the general meeting has not transferred that power to another body within the company. The general meeting may revoke that transfer. The price and the other conditions of issue are determined in the decision to issue shares. The price may not be below par.

2. Each shareholder, with the exception of the company if it is the holder of shares in its own capital, has a pre-emptive right on the issue of shares pro rata to the aggregate value of his shares, subject to the applicable legal restrictions and the provisions laid down in paragraph 4.

3. The provisions of paragraph 2 apply accordingly to the granting of share subscription rights but do not apply to the issue of shares to someone who exercises a share subscription right previously acquired.

4. The pre-emptive right can be limited or excluded, each time for one (1) single issue, by the body authorised to issue shares.

5. The issue of a share requires a deed designated for that purpose, executed before a civil law notary officiating at the Netherlands, to which deed the company and the persons acquiring shares must be parties.

Payment on shares.

Article 7.

1. On subscription for a share, its nominal value must be paid up. It may be stipulated that the nominal value or part thereof need not be paid up until a specified period of time has passed or until the company calls up that amount.

2. Payment on a share must be made in cash, except insofar as another contribution has been agreed to.

3. Payment in a currency other than that in which the nominal value is denominated may be made only with the permission of the company.

Own shares.

Article 8.

1. The company may not purchase shares in its own capital on the issue of shares.

2. The management board decides with due observance of the relevant provisions of the law on the acquisition of shares in the capital of the company. Acquisition by the company of not fully paid up shares in its own capital is void.

3. The company may acquire shares in its own capital only in such manner that as a result of such acquisition(s) at least one (1) share is held by a person other than the company or a subsidiary of the company.

4. At the acquisition and alienation of shares in its own capital by the company article 13 is applicable.

5. No vote may be cast at the general meeting in respect of a share that belongs to the company or to a subsidiary of the company.

6. The term shares in this article also includes depository receipts issued for shares.

Reduction of capital.

Article 9.

1. The general meeting may decide to reduce the issued capital by withdrawing shares or by reducing the value of shares by amending the articles of association. In that resolution the shares to which the resolution relates must be designated and the implementation of the resolution must be regulated.

2. Paragraph 2 of article 21 applies accordingly to a resolution to reduce the issued capital with repayment on shares. Repayment or discharge from the obligation of payment on shares in the sense of this article is permitted only insofar as the company's equity exceeds the reserves which must be maintained by law or the articles of association.

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3. Capital reduction must take place in such manner that after the reduction, at least one (1) share is held by a person other than the company or a subsidiary of the company and furthermore with due observance of the relevant provisions of the law.

Usufruct. Pledge.

Article 10.

1. A right of usufruct may be created on a share.

2. The voting rights attached to the shares that have been encumbered with a right of usufruct are vested in the shareholder.

3. In deviation of the preceding paragraph, the voting rights are vested in the usufructuary if determined so at the creation of the right of usufruct, or later agreed upon in writing between the shareholder and the usufructuary and the transmission of the voting rights has been approved by the general meeting. The approval by the general meeting is not required if the usufructuary is a person to whom shares can be transferred freely.

4. The usufructuary with voting rights and the shareholder without voting rights have the right to attend general meetings. The usufructuary without voting rights does not have the right to attend general meetings.

5. Shares may be pledged.

6. The voting rights attached to the pledged shares are vested in the shareholder.

7. In deviation of the preceding paragraph, the voting rights are vested in the pledgee if, whether or not subject to a condition precedent, determined so at the creation of the right of pledge, or later agreed upon in writing between the shareholder and the pledgee and the transmission of the voting rights has been approved by the general meeting.

8. The pledgee with voting rights and the shareholder without voting rights have the right to attend general meetings. The pledgee without voting rights does not have the right to attend general meetings.

Depository receipts issued for shares.

Article 11.

Holders of depositary receipts issued for shares do not have the right to attend general meetings.

Transfer of shares and restricted rights.

Article 12.

1. The transfer of a share or the creation or transfer of a restricted right to a share requires a deed intended for that purpose and executed before a civil law notary officiating at the Netherlands.

2. Unless the company itself is a party to the legal act, the rights attached to the share cannot be exercised until the company has acknowledged the legal act or the deed has been served on the company in accordance with the relevant provisions of the law, or the company has acknowledged the legal act of its own accord by registering it in the register in accordance with the relevant provisions of the law.

Share transfer restrictions.

Article 13.

1. A shareholder who wishes to transfer any or all of his shares must first offer those shares to his co-shareholders, unless all shareholders have declared in writing that they approve of a particular share transfer, on condition that such transfer be made within three (3) months after the first of said approvals has been received.

2. Notwithstanding the transfer restrictions as referred to in paragraph 1, a shareholder may freely transfer its shares to a company belonging to a group of companies of the shareholder who wishes to transfer.

3. The price of the offered shares shall be determined in mutual agreement by the offering shareholder and his co-shareholders. Failing such agreement the price of the shares shall be determined by three (3) independent experts, unless the interested parties shall reach agreement on the appointment of a different number of experts. The expert(s) shall be appointed by the interested parties in mutual agreement; failing such agreement, the independent expert(s) shall be appointed, at the request of any of the interested parties, by the Chairman or the deputy Chairman of The Netherlands Institute of Chartered Accountants. The expert shall be authorized to inspect all books and records of the company and the management board shall give him all such information as he may require and all such cooperation as he may desire for the purposes of determining the price.

4. If the co-shareholders jointly wish to purchase more shares than are offered, such shares offered shall be allotted pro rata their existing shareholdings, provided however, that this allotment shall not result in to one (1) or more co-shareholders being allotted more shares than they wish to acquire.

5. The offering shareholder may withdraw his offer, provided that such withdrawal shall include all shares offered, at any time within the period ending on the date when one (1) month has passed since the date on which the offering shareholder has received definitive notice stating at which price and how many of the shares offered he may transfer, and to which person(s) he may so transfer the shares.

6. If it is established that the co-shareholders do not accept the offer or that not all shares offered are purchased against simultaneous payment in cash, the offering shareholder shall be free to transfer the shares, provided that such transfer is made within three (3) months after the date of said establishment.

7. The company itself may be designated as a purchaser only with the consent of the offering shareholder.

8. Both the transfer and the transmission of rights to take shares shall be governed by the provisions of this article.

9. All announcements, communications and notices to be made or given pursuant to this article shall be made or served by a bailiff's writ or by letter sent by registered mail.

Management board.

Article 14.

1. The management board consists of one (1) or more managing director(s). Both natural and legal persons may be managing directors.

2. The number of managing directors is determined by the general meeting.

Appointment. Suspension and dismissal. Absence or inability to act. Remuneration.

Article 15.

1. The managing directors are appointed by the general meeting.

2. Each managing director may be suspended and dismissed by the general meeting at any time.

3. If a managing director is absent or unable to act, the other managing director(s) is/are temporarily entrusted with the management of the company. If all the managing directors or the sole managing director are/is absent or unable to act, the person appointed by the general meeting is temporarily entrusted with the management of the company.

4. The titles, remuneration and the other employment conditions of each managing director are determined by the general meeting.

Management Duty. Decision-making.

Article 16.

1. The management board is entrusted with the management of the company. In the performance of their duties, the managing directors will be guided by the interests of the company and its affiliated business.

2. Except as otherwise provided by virtue of paragraph 5, each managing director has one (1) vote and all resolutions of the management board shall be adopted by an absolute majority of the votes cast.

3. A managing director may arrange representation at a meeting of the management board only through a written proxy. The requirement that the proxy must be in written form is complied with if the proxy is recorded electronically.

4. Resolutions of the management board may also be adopted in writing or in a reproducible manner by electronic means rather than at a meeting, provided that the motion in question is submitted to all managing directors in office and none of them has opposed to this manner of adopting resolutions.

5. The management board may draw up detailed rules regarding the decision-making and procedures of the management board. In that context, the management board may determine, among other things, the specific duties with which each individual managing director will be charged.

6. A managing director does not participate in the deliberations and decision-making if he has a direct or indirect personal interest in the matter that is conflicting with the interest referred to in paragraph 1. In case no management board resolution can be adopted and provided that the managing director(s) also is (/are) the sole shareholder(s), the concerning managing director(s) may adopt such resolution. If as a result of this no resolution can be adopted , the resolution shall be adopted by the general meeting.

Representation.

Article 17.

1. The management board is authorised to represent the company. If the management board consists of more than one (1) managing director, the authority to represent the company shall also vest in [two (2) managing directors acting jointly.]

2. The management board may appoint officers with a general or limited power of representation. Each of them represents the company with due observance of the limits imposed on that power. Their titles are determined by the management board.

3. Legal acts of the company towards the holder of all shares in the capital of the company at which the company is represented by this shareholder, must be recorded in writing. For the purposes of the preceding sentence, the shares held by the company or its subsidiaries are not taken into account.

4. Paragraph 3 does not apply to legal acts that pursuant to the stipulated conditions form part of the normal business operations of the company.

Approval of resolutions of the management board.

Article 18.

1. The general meeting is authorised to subject resolutions of the management board to its approval. These resolutions must be clearly described and must be notified to the management board in writing.

2. The absence of the approval does not affect the power of representation of the management board or the managing directors.

Financial year. Annual accounts.

Article 19.

1. [The company's financial year coincides with the calendar year.] Annually, within five (5) months of the end of the financial year, unless that term is extended by no more than five (5) months by the general meeting on the grounds of special circumstances, the management board must draw up the annual accounts and make them available for inspection by the shareholders at the office of the company. Within that period the management board must also make the annual report available for inspection by the shareholders, unless the company is exempted from the obligation to draw up an annual report pursuant to the law.

2. The annual accounts must be signed by the managing directors; if the signature of one (1) or more of them is missing, that fact and the reason must be stated.

3. The company must give instruction to have the annual accounts audited by an auditor who is authorised by law, unless the company is exempted from doing so by law. The general meeting is authorised to give that instruction. If it fails to do so, the management board has that authority.

4. The instruction to audit the annual accounts can be withdrawn for valid reasons by the general meeting and by the party that gave the instruction.

5. The auditor who has audited the annual accounts reports on his audit to the management board.

6. The company must ensure that the drafted annual accounts, the annual report and the information that must be added to them pursuant to article 2:392 paragraph 1 of the Dutch Civil Code are available at its office as from the convening of the general meeting at which they are to be addressed. The shareholders and other persons who have the right to attend meetings can inspect the documents there and obtain free copies of those documents.

7. If the company has been exempted from the obligation referred to in paragraph 4, the general meeting may nevertheless decide that the audit of the annual accounts will be performed with or that another form of assessment of the annual accounts and financial records will be performed.

Adoption of the annual accounts. Discharge. Publication.

Article 20.

1. The general meeting adopts the annual accounts. The management board adopts the annual report.

2. Adoption of the annual accounts does not discharge a managing director. By separate resolution the general meeting can discharge a managing director for the management conducted in the financial year in question, insofar as that management is apparent from the annual accounts or otherwise has been disclosed to the general meeting.

3. If all the shareholders are also managing directors, signing of the annual accounts by all the managing directors does not serve as adoption of the annual accounts.

4. Unless a lawful exemption applies, the company is required to publish its annual accounts within eight (8) days after their adoption.

Profits and distributions.

Article 21.

1. The general meeting is authorised to allocate the profit determined by the adoption of the annual accounts or to determine the way in which a deficit will be processed and to decide on interim distributions from profits or distribution from the reserves, insofar as its equity exceeds the reserves that must be maintained by law or pursuant to these articles of association.

2. A resolution pertaining to distribution has no consequences until the management board has given its approval thereto. The management board may withhold its approval only if it knows or reasonably should foresee that the company will not be able to continue to pay its immediately payable debts after the distribution.

3. In calculating each distribution the shares held by the company in its own capital are not taken into account. In calculating the amount that will be paid on each share, only the amount of the obligatory payments on the nominal value of the shares will be taken into account. It is possible to deviate from the provision of the second sentence of this paragraph with the approval of all of the shareholders.

4. Subject to the provisions laid down in paragraph 2 the distributions are immediately due and payable, unless the general meeting determines another moment.

5. A shareholder's claim regarding a distribution on shares expires five (5) years after the day on which it became due and payable.

General meeting.

Article 22.

1. During each financial year of the company at least one (1) general meeting must be held or at least once a resolution must be adopted without a meeting being held in accordance with article 25. The agenda of the annual general meeting must include at least the following items:

   a. the adoption of the annual accounts;

   b. the determination of the profit allocation;

   c. the granting of discharge to managing directors for their management conducted in the last financial year;

   d. in the event the company is obliged to draw up an annual report, the handling of the annual report,

   unless the term for the preparing of the annual accounts and, if an annual report is required, the term for preparing the annual report is extended or a proposal thereto has been placed on the agenda.

2. Other general meetings will be held as often as the management board of the company deems necessary. The management board is authorised to convene a general meeting. The management board is required to convene a general meeting if one (1) or more persons with the right to attend general meetings, solely or jointly representing at least one-hundredth ($1/100^{th}$) of the issued capital request(s) the management board in writing, accurately stating the subjects to be addressed, to convene a general meeting, unless a compelling interest of the company opposes so.

3. A subject, requested to be addressed by one (1) or more persons with the right to attend general meetings, solely or jointly representing at least one-hundredth ($1/100^{th}$) of the issued capital in writing, will be added to the convocation, or will be announced similarly if the company has received the request no later than the thirtieth (30^{th}) day before the day of the general meeting providing no compelling interest of the company opposes so. The requirement that the request must be in written form is complied with if the request is recorded electronically.

4. A general meeting must be convened by means of convening notices to be sent to the addresses of the persons with the right to attend general meetings as recorded in the register referred to in article 5.

5. With the approval of a person who has a right to attend meetings, the meeting can also be convened by readable and reproducible message sent in an electronic form to the address that he has made known to the company for that purpose.

6. The convening notices must state the subjects to be addressed. Participation in and voting at a general meeting is possible using an electronic means of communication if that is stated in the convening notices.

7. Notice of the meeting must be given no later than on the eighth (8^{th}) day before the day of the meeting.

8. The general meetings are held in the municipality in which the company has its registered office under these articles of association.

9. The general meeting appoints its own chairman. Until that moment the meeting is chaired by a managing director or, if no managing director is present, by the most senior person present at the meeting in terms of age. The minutes of the general meeting will be kept by a minutes secretary appointed by the chairman.

10. The managing directors have an advisory vote in general meetings.

General meeting. Deviation agenda, term, location.

Article 23.

1. Provided that all persons with the right to attend general meetings have agreed that resolutions will be adopted regarding all subjects and on the place of the meeting, and the managing directors have been given the opportunity prior to the adoption of the resolutions to cast their advisory vote, valid resolutions may be adopted and/or the general meeting may be held in a different place, regardless whether the term of convening the meeting was shorter or if no meeting has been convened at all, or if subjects are concerned that were not included in the convening notice, and regardless whether the general meeting is held in the place mentioned in article 22 paragraph 8.

2. The management board must keep records of all resolutions adopted. If the management board is not represented at the meeting, a copy of any resolution that is adopted is presented to the management board by or on behalf of the chairman as soon as possible after the meeting. The records are available at the office of the company for inspection by those who have the right to attend meetings. On request, each of them is provided with a copy or excerpt from those records at no more than cost.

Adoption of resolutions.

Article 24.

1. Each person with the right to attend general meetings is authorised either in person or by written proxy to attend the general meeting and to address the meeting. Each person with the right to attend general meetings as well as the right to vote is authorised either in person or by written proxy, to exercise the voting rights in the general meeting. The requirement that the proxy must be in written form is complied with if the proxy is recorded electronically.

2. Each person with the right to attend general meetings is authorised, either in person or by written proxy, by an electronic means of communication, to take part in the general meeting, to address the general meeting and with regard to persons with the right to attend general meetings as well as the right to vote, to exercise the voting rights, unless one (1) or more of those rights is/are not vested in a person with the right to attend general meetings in accordance with the provisions of these articles of association. The requirement that the proxy must be in written form is complied with if the proxy is recorded electronically.

3. For the purposes of paragraph 2, it is a requirement that the person with the right to attend general meetings via the electronic means of communication can be identified, can directly take note of the business transacted at the general meeting, can take part in the deliberations and with regard to persons with the right to attend general meetings as well as the right to vote, can exercise the voting rights.

4. The management board may stipulate further conditions for the use of the electronic means of communication referred to in this article, which conditions must be stated in the convening notice.

5. Each share confers the right to cast one (1) vote.

6. Insofar as no greater majority is prescribed by law or in these articles of association, all resolutions are adopted by an absolute majority of the votes cast.

7. If a vote is equally divided, the proposal has been rejected.

Adoption of resolutions without holding a general meeting.

Article 25.

1. Resolutions by persons with the right to attend general meetings as well as the right to vote may also be adopted otherwise than at a meeting, provided that all the persons with the right to attend general meetings have consented thereto. This manner of consent can be given in an electronic form.

2. Votes are cast in writing. The requirement of a written vote is also met if the decision has been recorded in writing or electronically, stating the manner in which each of the shareholders votes. The votes may also be cast in an electronic form.

3. The managing directors are given the opportunity to render their advice prior to the adoption of resolutions.

4. Those who have adopted a resolution without holding a meeting must inform the management board of the resolution(s) adopted without delay.

Amendment to the articles of association.

Article 26.

1. The general meeting is authorised to amend these articles of association. A resolution of the general meeting to amend these articles of association can only be adopted with unanimous votes in a meeting at which the entire issued capital is present or represented.

2. If at a meeting the required percentage of issued capital is not present or represented as a result whereof the resolution to amend the articles of association cannot be adopted, a new meeting may be convened. This new meeting must be convened no later than on the eighth (8^{th}) day before the day of the new meeting and must be held within fifteen (15) days after the first meeting. In this new meeting the resolution to amend the articles of association may only be adopted with unanimous votes in a meeting at which [the entire issued capital is present or represented.]

   The convening notices for the new meeting must state that and why the resolution to amend the articles of association can be taken with the indicated quorum.

   If at the new meeting the required percentage of the issued capital is not present or represented as a result whereof the resolution to amend the articles of association cannot be adopted, the proposed resolution is deemed to have been rejected.

3. If a proposal to amend the articles of association is made to the general meeting, it must always be stated in the notices convening the meeting. At the same time a copy of the proposal containing the proposed amendment literally must be made available at the company's office for inspection by the persons with the right to attend general meetings until the end of the meeting. As from the day the proposal is made available until the day of the meeting, on request a copy of the proposal will be provided to the persons with the right to attend general meetings free of charge. A notarial deed must be drawn up of an amendment to these articles of association.

Merging and demerging. Dissolution. Liquidation.

Article 27.

1. The company can merge or demerge by a resolution of the general meeting to that effect. If a proposal to merge or demerge the company is made to the general meeting, it must always be stated in the notices convening the meeting. A resolution of the general meeting to merge or demerge the company can only be adopted with unanimous votes in a meeting at which the entire issued capital is present or represented. Article 26 paragraph 2 applies accordingly to this paragraph.

2. The company can be dissolved by a resolution of the general meeting to that effect. If a proposal to dissolve the company is made to the general meeting, it must always be stated in the notices convening the meeting. A resolution of the general meeting to dissolve the company can only be adopted with unanimous votes in a meeting at which the entire issued capital is present or represented. Article 26 paragraph 2 applies accordingly to this paragraph.

3. In the event of dissolution of the company pursuant to a resolution of the general meeting, the managing directors will be the liquidators of the assets of the dissolved company. The general meeting may resolve to appoint other persons as liquidator.

4. During the liquidation the provisions of these articles of association continue to apply to the extent possible.

5. Any amount remaining after payment of the debts of the dissolved company is paid and transferred to the shareholders in proportion to the aggregate nominal amount of their shares.

6. Furthermore the provisions of Title 1 of Book 2 of the Dutch Civil Code apply to the liquidation.

Other powers.

Article 28.

The general meeting has all the powers not granted to the management board or others within the limits stipulated by the law and these articles of association.

Transitional provision.

Article 29.

The first financial year of the company will end on the [31] day of [December] two thousand [16]. This article will cease to exist after expiry of the first financial year.

FINAL PROVISIONS.

The person appearing, acting in his aforesaid capacities, finally stated that:

1. For the first time the following persons shall be appointed as managing director of the company:

   - the Incorporator I; and

   - the Incorporator II.

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2. At incorporation one thousand (1,000) shares are issued, with a nominal value of one eurocent (EUR 0.01) each, numbered 1 up to and including 1,000, hereinafter referred to as the "Shares", and the issued capital of the company, therefore amounts to ten euro (EUR 10.00).

3. The Shares have been subscribed for as follows by the Incorporators:

   - eight hundred twenty (820) shares, numbered 1 up to and including 820, to the Incorporator II;

   - one hundred (100) shares, numbered 821 up to and including 920, to the Incorporator I; and

   - eighty (80) shares, numbered 921 up to and including 1,000, to the Incorporator III.

   The Shares are issued at their nominal value.

4. The Incorporators shall pay up their respective shares in cash after incorporation upon request of the company. Payment in an other currency is allowed.

ATTACHED DOCUMENTS

The following documents shall be attached to this deed:

- three (3) powers of attorney.

IN WITNESS WHEREOF the original of this deed will be executed in Rotterdam, the Netherlands, on the date mentioned in the head of this deed.

The appearing person is known to me, civil law notary. The appearing person is informed of the substance of this deed and given an explanation thereon. The appearing person waives a full reading of this deed and declares to have timely been given the opportunity to take note of the contents of this deed and to agree with the contents thereof.

Immediately after limited reading, this deed shall be signed by the appearing person and by me, civil law notary.

Exhibit 4.2

FORM OF WARRANT AGENT AGREEMENT

This **WARRANT AGENT AGREEMENT** (this "Warrant Agreement") dated as of [ ], 2024 (the "Issuance Date") between RanMarine Technology B.V., a private company with limited liability under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) (the "Company"), and Computershare Inc., a Delaware corporation ("Computershare"), and its wholly owned subsidiary, Computershare Trust Company, N.A., a federally chartered trust company (the "Warrant Agent").

WHEREAS, pursuant to the terms of that certain Underwriting Agreement ("Underwriting Agreement"), dated [●], 2024, by and among the Company and WallachBeth Capital LLC, as representative of the underwriters set forth therein (the "Representative"), the Company is engaged in a public offering (the "Offering") of up to [●] units (each, a "Unit," collectively, the "Units," each Unit consisting of: (i) one American Depositary Share ("ADS"), each ADS representing one ordinary share of the Company, nominal value £0.01 per share ("Ordinary Shares") of the Company, a (ii) one five (5)-year tradeable warrant (each, a "Tradeable Warrant") to purchase one ADS ("Tradeable Warrant ADSs"), and a (iii) one five (5)-year non-tradeable warrant (a "Non-tradeable Warrant"; together with each Tradeable Warrant, the "Warrants") to purchase one ADS ("Non-tradeable Warrant ADSs; together with the Tradeable Warrant ADSs, the "Warrant ADSs"), which includes ADSs and Warrants issuable pursuant to the underwriters' over-allotment option and the warrant;

WHEREAS, the ADSs are issuable under the Deposit Agreement dated as of [ ], 2024 (the "Deposit Agreement") among the Company, The Bank of New York Mellon, as depositary (the "Depositary"), and all Owners and Holders (each as defined in the Deposit Agreement) from time to time of the ADSs issued thereunder;

WHEREAS, the Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form F-1, File No. 333-273199 (as the same may be amended from time to time, the "Registration Statement") for the registration, under the Securities Act of 1933, as amended (the "Securities Act"), of the Units, ADSs, Warrants, the Representative's Warrant and the Warrant ADSs, and such Registration Statement was declared effective on [●], 2024;

WHEREAS, the Depositary has filed with the Commission a Registration Statement on Form 8-A, File No. 333-[ ] (the "ADS Registration Statement") for the registration under the Securities Act of the ADSs that may be issued in exchange for Ordinary Shares and the Warrant ADSs, and the Registration Statement was declared effective on [●], 2024;

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in accordance with the terms set forth in this Warrant Agreement in connection with the issuance, registration, registration of transfer and exercise of the Warrants;

WHEREAS, the Company desires to provide for the provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants; and

WHEREAS, the Company has duly authorized the execution and delivery of this Warrant Agreement and all other acts and things necessary to make the Warrants the legal, valid and binding obligations of the Company have been done and performed.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company with respect to the Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the express terms and conditions set forth in this Warrant Agreement (and no implied terms or conditions).

2. Warrants.

2.1 Form of Warrants. The Tradeable Warrants shall be registered securities and shall be evidenced by a global certificate ("Tradeable Global Certificate") in the form of Annex A to this Warrant Agreement, which shall be deposited on behalf of the Company with a custodian for The Depository Trust Company ("DTC") and registered in the name of Cede & Co., a nominee of DTC. If DTC subsequently ceases to make its book-entry settlement system available for the Tradeable Warrants, the Company may instruct the Warrant Agent regarding making other arrangements for book-entry settlement. In the event that the Tradeable Warrants are not eligible for, or it is no longer necessary to have the Tradeable Warrants available in, book-entry form, the Company may instruct the Warrant Agent to provide written instructions to DTC to deliver to the Warrant Agent for cancellation of the Tradeable Global Certificate, and the Company shall instruct the Warrant Agent to deliver to DTC separate certificates evidencing the Tradeable Warrants ("Tradeable Definitive Certificates") registered as requested through the DTC system. The Non-tradeable Warrants will be unregistered securities and will be evidenced by a global certificate ("Non-tradeable Global Certificate"; together with the Tradeable Global Certificate, the "Global Certificates") in the form of Annex B to this Warrant Agreement, which shall be deposited on behalf of the Company with the Warrant Agent. If the Warrant Agent subsequently ceases to make its book-entry settlement system available for the Non-tradeable Warrants, the Company may instruct the Warrant Agent regarding making other arrangements for book-entry settlement. In the event that the Non-tradeable Warrants are not eligible for, or it is no longer necessary to have the Non-tradeable Warrants available in, book-entry form, the Company may instruct the Warrant Agent to cancel the Non-tradeable Global Certificate and to deliver separate certificates evidencing the Non-tradeable Warrants (" Non-tradeable Definitive Certificates" and, together with the Global Certificates and the Tradeable Definitive Certificates, the "Warrant Certificates").

2.2 Issuance and Registration of Warrants.

2.2.1 Warrant Register. Upon the receipt of all relevant information from the Company or its agents, the Warrant Agent shall maintain books ("Warrant Register") for the registration of original issuance and the registration of transfer of the Warrants. Any person in whose name ownership of a beneficial interest in the Warrants evidenced by a Global Certificate is recorded in the records maintained by DTC or its nominee shall be deemed the "beneficial owner" thereof, provided that all such beneficial interests shall be held through a Participant (as defined below), which shall be the registered holder of such Warrants.

2.2.2 Issuance of Warrants. . Upon the initial issuance of the Tradeable Warrants, the Warrant Agent shall issue the Tradeable Global Certificate and deliver the Tradeable Warrants in the DTC book-entry settlement system in accordance with written instructions delivered to the Warrant Agent by the Company. Upon the initial issuance of the Non-tradeable Warrants, the Warrant Agent shall issue the Non-tradeable Global Certificate and deliver the Non-tradeable Warrants in the Warrant Agent's book-entry settlement system in accordance with the Company's written instructions delivered to the Warrant Agent. Ownership of security entitlements in the Warrants shall be shown on, and the transfer of such ownership shall be effected through, records maintained, (i) in the case of Tradeable Warrants (A) by DTC and (B) by institutions that have accounts with DTC (each, a "Participant"), and (ii) in the case of Non-tradeable Warrants, by the Warrant Agent.

2.2.3 Beneficial Owner; Holder. Prior to due presentment for registration of transfer of any Warrant, the Company and the Warrant Agent may deem and treat the person in whose name that Warrant shall be registered on the Warrant Register (the "Holder", which shall include, if the Warrants are held in "street name," a Participant or a designee appointed by such Participant) as the absolute owner of such Warrant for purposes of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Warrant Agent or any agent of the Company or the Warrant Agent from giving effect to any written certification, proxy or other authorization furnished by DTC governing the exercise of the rights of a holder of a beneficial interest in any Warrant. The rights of beneficial owners in a Warrant evidenced by the Global Certificate shall be exercised by the Holder through (i) in the case of a Tradeable Warrant, the DTC system, or (ii) in the case of a Non-tradeable Warrant, the Warrant Agent's system, except to the extent set forth herein or in the Global Certificates.

2.2.4 Execution. The Warrant Certificates shall be executed on behalf of the Company by any authorized officer of the Company (an "Authorized Officer"), which need not be the same authorized signatory for all of the Warrant Certificates, either manually or by facsimile signature. The Warrant Certificates shall be countersigned by an authorized signatory of the Warrant Agent either by manual, electronic or facsimile signature, which need not be the same signatory for all of the Warrant Certificates, and no Warrant Certificate shall be valid for any purpose unless so countersigned. In case any Authorized Officer of the Company that signed any of the Warrant Certificates ceases to be an Authorized Officer of the Company before countersignature by the Warrant Agent and issuance and delivery by the Company, such Warrant Certificates, nevertheless, may be countersigned by the Warrant Agent, issued and delivered with the same force and effect as though the person who signed such Warrant Certificates had not ceased to be such officer of the Company; and any Warrant Certificate may be signed on behalf of the Company by any person who, at the actual date of the execution of such Warrant Certificate, shall be an Authorized Officer of the Company authorized to sign such Warrant Certificate, although at the date of the execution of this Warrant Agreement any such person was not such an Authorized Officer. The rights of holders of Warrant Certificates shall be identical regardless of the Authorized Officer signing for and on behalf of the Company and of the authorized signatory of the Warrant Agent signing such certificates.

2.2.5 Registration of Transfer. At any time at or prior to the Expiration Date (as defined below), a transfer of any Warrants may be registered and any Warrant Certificate or Warrant Certificates may be split up, combined or exchanged for another Warrant Certificate or Warrant Certificates evidencing the same number of Warrants as the Warrant Certificate or Warrant Certificates surrendered. Any Holder desiring to register the transfer of Warrants or to split up, combine or exchange any Warrant Certificate shall make such request in writing delivered to the Warrant Agent, and shall surrender to the Warrant Agent the Warrant Certificate or Warrant Certificates evidencing the Warrants the transfer of which is to be registered or that is or are to be split up, combined or exchanged and, in the case of registration of transfer, shall provide a signature guarantee by an "eligible guarantor institution" that is a member or participant in the Securities Transfer Agents Medallion Program or other comparable "signature guarantee program." Thereupon, the Warrant Agent shall countersign and deliver to the person entitled thereto a Warrant Certificate or Warrant Certificates, as the case may be, as so requested. The Company and the Warrant Agent may require payment by the Holder requesting a registration of transfer of Warrants or a split-up, combination or exchange of a Warrant Certificate (but, for purposes of clarity, not upon the exercise of the Warrants and issuance of Warrant ADS to the Holder) of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with such registration of transfer, split-up, combination or exchange, together with reimbursement to the Company and the Warrant Agent of all reasonable expenses incidental thereto. The Warrant Agent shall not have any duty or obligation to take any action under any section of this Warrant Agreement that requires the payment of taxes and/or charges unless and until it is satisfied that all such payments have been made.

2.2.6 Loss, Theft and Mutilation of Warrant Certificates. Upon receipt by the Company and the Warrant Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a Warrant Certificate, and, in case of loss, theft or destruction, of indemnity or security acceptable to the Warrant Agent, and reimbursement to the Company and the Warrant Agent of all reasonable expenses incidental thereto, and upon surrender to the Warrant Agent and cancellation of the Warrant Certificate if mutilated, the Warrant Agent shall, on behalf of the Company, countersign and deliver a new Warrant Certificate of like tenor to the Holder in lieu of the Warrant Certificate so lost, stolen, destroyed or mutilated. The Warrant Agent may charge the Holder an administrative fee for processing the replacement of lost Warrant Certificates, which shall be charged only once in instances where a single surety bond obtained covers multiple certificates. The warrant Agent may receive compensation from the surety companies or surety agents for administrative services provided to them. Notwithstanding anything herein to the contrary, in connection with a Warrant in book-entry form through DTC, no posting of a bond shall be required under this Section 2.2.6.

2.2.7 Proxies. The Holder of a Warrant may grant proxies or otherwise authorize any person, including Participants and beneficial holders that may own interests through Participants, to take any action that a Holder is entitled to take under this Warrant Agreement or the Warrants; provided, however, that at all times that Tradeable Warrants are evidenced by a Tradeable Global Certificate, exercise of those Tradeable Warrants shall be effected on their behalf by Participants through DTC in accordance the procedures administered by DTC.

3. Terms and Exercise of Warrants.

3.1 Exercise Price. Each Warrant shall entitle the Holder, subject to the provisions of the applicable Warrant Certificate and of this Warrant Agreement, to purchase from the Company the number of ADSs stated therein, at the price of (i) US$[●] per ADS upon exercise of a Tradeable Warrant, and (ii) US$[●] per ADS upon exercise of a Non-tradeable Warrant, subject in both cases to the subsequent adjustments provided in Section 4 hereof. The term "Exercise Price" as used in this Warrant Agreement refers to the price per ADS at which ADSs may be purchased at the time a Warrant is exercised.

3.2 Duration of Warrants. Warrants may be exercised only during the period ("Exercise Period") commencing on the Issuance Date and terminating at 11:59 P.M., New York City Time (the "close of business") on the fifth anniversary of the Issuance Date, [●] ("Expiration Date"). Each Warrant not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Warrant Agreement shall cease at the close of business on the Expiration Date.

3.3 Exercise of Warrants.

3.3.1 Exercise and Payment. (a) Subject to the provisions of this Warrant Agreement, a Holder (or a Participant acting on behalf of a Holder in accordance with DTC procedures) may exercise Warrants by delivering to the Warrant Agent, not later than 5:00 P.M., New York City time, on any Business Day during the Exercise Period an election to purchase the Warrant ADSs to be exercised (A) in the form included in Exhibit A to the Warrant or (B) in the case of a Tradeable Warrant, via an electronic warrant exercise through the DTC system (each, an "Election to Purchase"). Within one Trading Day following the delivery of the Election to Purchase, the Holder shall deliver (i) the Warrants to be exercised by (A) surrender of the Warrant Certificate evidencing the Warrants to the Warrant Agent at its office designated for such purpose or (B) delivery of the Warrants to an account of the Warrant Agent at DTC designated for such purpose in writing by the Warrant Agent to DTC from time to time, and (ii) the Exercise Price for each Warrant to be exercised (and, if applicable, any taxes or charges due in connection with the exercise of such Warrants), in lawful money of the United States of America by (A) certified or official bank check or wire transfer from a United States bank payable to the Warrant Agent or (B) payment to the Warrant Agent through the DTC system.

(b) If any of (i) the Warrants, (ii) the Election to Purchase, or (iii) the Exercise Price therefor (and, if applicable, any taxes or charges due in connection with the exercise of such Warrants), is received by the Warrant Agent on any date after 5:00 P.M., New York City time, or on a date that is not a Trading Day, the Warrants with respect thereto will be deemed to have been received and exercised on the Trading Day next succeeding such date. The "Exercise Date" will be the date on which the Election to Purchase is delivered to the Warrant Agent; however, the Warrants shall not be deemed to be exercised if the Warrants and the Exercise Price therefor are not received by the Warrant Agent on or prior to the Trading Day following the delivery of the Election to Purchase. If the Warrants are received or deemed to be received after the Expiration Date, the exercise thereof will be null and void and any funds delivered to the Warrant Agent will be returned to the Holder or Participant, as the case may be, as soon as practicable. "Trading Day" means any day on which the ADSs are traded on the Trading Market, or, if the Trading Market is not the principal trading market for the ADSs, then on the principal securities exchange or securities market in the United States on which the ADSs are then traded. "Trading Market" means NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange.

(c) The Warrant Agent shall deposit all funds received by it in payment of the Exercise Price in the account maintained by the Warrant Agent in its name as agent for the Company. The Warrant Agent shall remit to the Company funds received for warrant exercises in a given month by the fifth Business Day of the following month by wire transfer to an account designated by the Company, or as otherwise from time to time as reasonably requested by the Company. All funds received by Computershare under this Agreement that are to be distributed or applied by Computershare in the performance of services hereunder (the "Funds") shall be held by Computershare as agent for the Company and deposited in one or more bank accounts to be maintained by Computershare in its name as agent for the Company. Until paid

pursuant to the terms of this Warrant Agreement, Computershare will hold the Funds in deposit accounts with U.S. commercial banks with Tier 1 capital exceeding $1 billion or with ratings above investment grade by S&P Global Ratings (LT Local Issuer Credit Rating), Moody's Investors Service (Long Term Rating) and Fitch Ratings, Inc. (LT Issuer Default Rating) (each as reported by Bloomberg L.P.). Computershare shall have no responsibility or liability for any diminution of the Funds that may result from any deposit made by Computershare in accordance with this Section 3.3.1(c), including any losses resulting from a default by any bank, financial institution or other third party. Computershare may from time to time receive interest, dividends or other earnings in connection with such deposits. Computershare shall not be obligated to pay such interest, dividends or earnings to the Company, any holder or any other party.

(d) If less than all the Warrants evidenced by a surrendered Warrant Certificate are exercised, the Warrant Agent shall split up the surrendered Warrant Certificate and return to the Holder a Warrant Certificate evidencing the Warrants that were not exercised.

3.3.2 Issuance of Warrant ADSs. (a) The Warrant Agent shall, by 11:00 a.m., New York City time, on the Trading Day following the Exercise Date of any Warrant, advise the Company, the transfer agent and registrar for Ordinary Shares and the Depositary, in respect of (i) the number of Warrant ADSs indicated on the Election to Purchase as issuable upon such exercise with respect to such exercised Warrants, (ii) the instructions of the Holder or Participant, as the case may be, provided to the Warrant Agent with respect to the delivery of the Warrant ADSs and the number of Warrants that remain outstanding after such exercise and (iii) such other information as the Company or the Depositary shall reasonably request.

(b) The Company shall, by no later than 5:00 P.M., New York City time, on the fourth Trading Day following the Exercise Date of any Warrant, provided the funds in payment of the Exercise Price for each Warrant to be exercised have cleared on the Trading Day following the Exercise Date, cause its registrar to deliver the Warrant ADSs issuable upon that exercise to the Depositary's custodian for deposit under the Deposit Agreement and instruct the Depositary to deliver the Warrant ADSs issuable upon that deposit of Warrant ADSs as requested in the Election to Purchase.

(c) The Company shall, by no later than 5:00 P.M., New York City time, on the fifth Trading Day following the Exercise Date of any Warrant, provided the funds in payment of the Exercise Price for each Warrant to be exercised have cleared on the Trading Day following the Exercise Date, cause the Depositary to deliver the Warrant ADSs to the Holder pursuant to the Election to Purchase (the "Warrant ADS Delivery Date").

3.3.3 Valid Issuance. All Warrant ADSs issuable by the Company upon the proper exercise of a Warrant in conformity with this Warrant Agreement shall be validly issued, fully paid and non-assessable.

3.3.4 No Fractional Exercise. No fractional Warrant ADSs will be issued upon the exercise of the Warrant, but rather the Company shall adjust the number of Warrant ADSs issued up or down to the nearest integral multiple of the number of Ordinary Shares at the time represented by one ADS.

3.3.5 No Transfer Taxes. The Company shall not be required to pay any stamp or other tax or charge required to be paid in connection with the exercise of Warrants; and the Company shall not be required to issue or deliver any Warrant ADSs until such tax or other charge shall have been paid or it has been established to the satisfaction of the Company and the Warrant Agent that no such tax or other charge is due. For purposes of clarity, the Company shall pay any stamp or other tax or charge required to be paid in connection with any issuance to the Holder of the Warrant ADSs upon the exercise of Warrants.

3.3.6 Date of Issuance. (a) The Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant ADSs only on the Warrant ADS Delivery Date, except that, if the Exercise Date is a date when the stock transfer books of the Company are closed, such person shall be deemed to have become the holder of such shares at the open of business on the next succeeding date on which the stock transfer books are open; provided, however, Warrant ADSs will not be registered or issued until the Depositary receives notice from its custodian that the Warrant ADSs have been deposited under the Deposit Agreement; provided further, however, that the Company shall take all reasonable steps to ensure the Warrant ADSs are delivered to the Holder on or prior to the Warrant ADS Delivery Date in accordance with Section 3.3.2(c) hereof and, if the Warrant ADSs are not delivered to the Holder on or prior to the Warrant ADS Delivery Date, the provisions of Section 3.3.9 shall apply.

(b) No exercising Holder, which Holder effected a Warrant Exchange pursuant to Section 2.1.1 prior to the Exercise Date, shall be required to surrender its Warrant to the Warrant Agent, unless such exercise is for the remaining numbers of ADSs issuable upon exercise of such Warrant, in which case the Holder shall deliver the Warrant Certificate to the Warrant Agent within three (3) Business Days.

3.3.7 Restrictive Legend Events. The Company shall use its commercially reasonable efforts to maintain the effectiveness of the Registration Statement and the ADS Registration Statement and the current status of the prospectuses included therein or to file and maintain the effectiveness of another registration statement and another current prospectus covering the Warrants and the Warrant ADSs at any time that the Warrants are exercisable. The Company shall provide to the Warrant Agent and each Holder prompt written notice of any time that the Company is unable to deliver the Warrant ADSs via DTC transfer or otherwise without restrictive legend because (A) the Commission has issued a stop order with respect to the Registration Statement or the ADS Registration Statement, (B) the Commission otherwise has suspended or withdrawn the effectiveness of the Registration Statement or the ADS Registration Statement, either temporarily or permanently, (C) the Company has suspended or withdrawn the effectiveness of the Registration Statement or the ADS Registration Statement, either temporarily or permanently, (D) the prospectuses contained in the Registration Statement and the ADS Registration Statement are not available for the issuance of the Warrant ADSs to the Holder, (E) the Registration Statement or the ADS Registration Statement or the prospectuses contained therein are not current and do not conform to the requirements of the applicable rules and regulations, or the SEC has not declared effective a post-effective amendment to the Registration Statement or the ADS Registration Statement if one is required to be filed to update the disclosures therein, or (F) otherwise (each a "Restrictive Legend Event"). To the extent that the Warrants cannot be exercised as a result of a Restrictive Legend Event or a Restrictive Legend Event occurs after a Holder has exercised Warrants in accordance with the terms of the Warrants but prior to the delivery of the Warrant ADSs, the Company shall, at the election of the Holder, which shall be given within five (5) days of receipt of such notice of the Restrictive Legend Event, either rescind the previously submitted Election to Purchase and the Company shall return all consideration paid by registered holder for such shares upon such.

3.3.8 Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the number of Warrant ADSs issuable in connection with any exercise, the Company shall promptly deliver to the Holder the number of Warrant ADSs that are not disputed.

3.3.9 Compensation for Buy-In on Failure to Timely Deliver Warrant ADSs Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Depositary to deliver the Warrant ADSs to the Holder pursuant to Section 3.3.2, and if after such date the beneficial owner is required by its broker to purchase (in an open market transaction or otherwise) or the beneficial owner's brokerage firm otherwise purchases, ADSs or Ordinary Shares to deliver in satisfaction of a sale by the beneficial owner of the Warrant ADSs, which the beneficial owner anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the beneficial owner's total purchase price (including brokerage commissions, if any) for the Warrant ADSs so purchased exceeds (y) the amount obtained by multiplying (i) the number of Warrant ADSs that the Company was required to deliver to the Holder in connection with the exercise at issue times (ii) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant ADSs for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of Warrant ADSs that would have been issued had the Company timely complied with its delivery obligations. For example, if the beneficial owner purchases ADSs or Ordinary Shares having a total purchase price (including brokerage commissions) of $11,000 to cover a Buy-In with respect to an attempted exercise of Warrant ADSs with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder $1,000 for the benefit of the beneficial owner. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon

request of the Company, evidence of the amount of such loss. Nothing herein shall limit right of a Holder to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Warrant ADSs upon exercise of Warrants as required pursuant to the terms of this Warrant Agreement. The Warrant Agent shall have no liability for the Company's failure to deliver to the Holders the Warrant ADSs as set forth in this Section 3.3.9.

In addition, if the Company fails for any reason to deliver to the Holder the Warrant ADSs subject to an Election to Purchase by the Warrant ADS Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant ADSs subject to such exercise (based on the VWAP of the ADSs on the date of the applicable Election to Purchase), $10 per Trading Day for each Trading Day after such Warrant ADS Delivery Date until such Warrant ADSs are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. In addition, if the Company fails to cause the Depository to transmit to the Holder the Warrant ADSs by the Warrant ADS Delivery Date, then the Holder will have the right to rescind such exercise.

For purposes of this Warrant Agreement the term "VWAP" shall mean, for any date, the price determined by the first of the following clauses that applies: (a) if the ADSs are then listed or quoted on a Trading Market, the daily volume weighted average price of the ADSs for such date (or the nearest preceding date) on the Trading Market on which the ADSs are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) the volume weighted average price of the ADSs for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the ADSs are not then listed or quoted for trading on the OTC Bulletin Board and if prices for the ADSs are then reported in the OTCQB maintained by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent Bid Price per ADS so reported, or (d) in all other cases, the fair market value of an ADS as determined by an independent appraiser selected in good faith by the Company, the fees and expenses of which shall be paid by the Company.

"Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the ADSs are then listed or quoted on a Trading Market, the Bid Price of the ADSs for the time in question (or the nearest preceding date) on the Trading Market on which the ADSs is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the ADSs for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the ADSs are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the ADSs are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent Bid Price per share of the ADSs so reported, or (d) in all other cases, the fair market value of an ADS as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

3.3.10 The Company shall pay all Warrant Agent and Depositary fees required for timely processing of any Election to Purchase and all fees to DTC (or another established clearing corporation performing similar functions) required for electronic issuance and delivery of the Warrant ADSs for timely delivery of Warrant ADSs on or prior to the Warrant ADSs Delivery Date. The Company shall pay all applicable fees and expenses of the Depositary in connection with the issuance of the Warrants ADSs hereunder.

4. Adjustments.

The Exercise Price, the number of Warrant ADSs covered by each Warrant and the number of Warrants outstanding are subject to adjustment from time to time as provided in Section 5 of the Warrant Certificate. In the event that at any time, as a result of an adjustment made pursuant to Section 5 of the Warrant Certificate, the Holder of any Warrant thereafter exercised shall become entitled to receive any shares of capital stock of the Company other than Warrant ADSs, thereafter the number of such other shares so receivable upon exercise of any Warrant shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the shares contained in Section 5 of the Warrant Certificate with respect to the Warrant ADSs shall apply on like terms to any such other shares. All Warrants originally issued by the Company subsequent to any adjustment made to the Exercise Price pursuant to the Warrant Certificate shall evidence the right to purchase, at the adjusted Exercise Price, the number of Warrant ADSs purchasable from time to time hereunder upon exercise of the Warrants, all subject to further adjustment as provided herein.

5. Restrictive Legends; Fractional Warrants.

In the event that a Warrant Certificate surrendered for transfer bears a restrictive legend, the Warrant Agent shall not register that transfer until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the Warrants must also bear a restrictive legend upon that transfer. The Warrant Agent shall not be required to effect any registration of transfer or exchange which will result in the transfer of or delivery of a Warrant Certificate for a fraction of a Warrant.

6. Expense Reimbursement.

The Company shall reimburse the Holder, upon the Holder's request, for any reasonable fees charged to the Holder by the Depositary in connection with the issuance or holding or sale of ADSs, Warrant ADSs and/or Ordinary Shares.

7. Other Provisions Relating to Rights of Holders of Warrants.

7.1 No Rights as Stockholder. Except as otherwise specifically provided herein, a Holder, solely in its capacity as a holder of Warrants, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant Agreement be construed to confer upon a Holder, solely in its capacity as the registered holder of Warrants, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of share capital, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights or rights to participate in new issues of shares, or otherwise, prior to the issuance to the Holder of the Warrant ADSs which it is then entitled to receive upon the due exercise of Warrants.

7.2 Reservation of Ordinary Shares. The Company shall at all times reserve and keep available a number of its authorized but unissued Ordinary Shares that will be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Warrant Agreement and which are available to be issued for that purpose without restriction (including without prejudice to the generality) by restriction of pre-emption or offer round or other consent rights).

8. Concerning the Warrant Agent and Other Matters.

8.1 (a) Whether or not any Warrants are exercised, the Company agrees to pay to the Warrant Agent reasonable compensation for all services rendered by it hereunder in accordance with a fee schedule to be mutually agreed upon and, from time to time, on demand of the Warrant Agent , to reimburse the Warrant Agent for all of its reasonable expenses and counsel fees and other disbursements incurred in the preparation, delivery, negotiation, amendment, administration and execution of this Warrant Agreement and the exercise and performance of its duties hereunder.

(b) All amounts owed by the Company to the Warrant Agent under this Warrant Agreement are due within 30 days of the invoice date. Delinquent payments are subject to a late payment charge of one and one-half percent (1.5%) per month commencing 45 days from the invoice date. The Company agrees to reimburse the Warrant Agent for any attorney's fees and any other costs associated with collecting delinquent payments.

(c) No provision of this Warrant Agreement shall require Warrant Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under this Warrant Agreement or in the exercise of its rights.

8.2 As agent for the Company hereunder the Warrant Agent:

(a) shall have no duties or obligations other than those specifically set forth in this Warrant Agreement or as may subsequently be agreed to in writing by the Warrant Agent and the Company, subject to the Section 8.11(c);

(b) shall have no obligation to effect any delivery of Warrant ADSs other than to instruct the Depositary with respect to that delivery;

(c) shall be regarded as making no representations and having no responsibilities as to the validity, sufficiency, value, or genuineness of the Warrants or any Warrant ADSs;

(d) shall not be obligated to take any legal action under this Warrant Agreement; if, however, the Warrant Agent determines, in its sole and absolute discretion, to take any legal action under this Warrant Agreement, and where the taking of such action might, in its judgment, subject or expose it to any expense or liability it shall not be required to act unless it has been furnished with an indemnity satisfactory to it;

(e) may rely on and shall be fully authorized and protected in acting or failing to act upon any certificate, instrument, opinion, notice, letter, telegram, telex, facsimile transmission or other document or security delivered to the Warrant Agent and believed by it to be genuine and to have been signed by the proper party or parties;

(f) shall not be liable or responsible for any recital or statement contained in the Registration Statement or any other documents relating thereto, this Warrant Agreement or any Warrant Certificate except as to its countersignature thereof, or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Company only;

(g) shall not have any liability for or be under any responsibility in respect of the validity of this Warrant Agreement or the execution and delivery hereof (except the due execution hereof by the Warrant Agent) or in respect of the legality or validity or execution of any Warrant Certificate (including in the case of book entry shares, by notation in book entry accounts reflecting ownership), except its countersignature thereof; nor shall it be responsible for any breach by the Company of any covenant or failure by the Company to satisfy any condition contained in this Warrant Agreement or in any Warrant Certificate; nor shall it be liable or responsible for modification by or order of any court, tribunal, or governmental authority in connection with the foregoing, any change in the exercisability of the Warrant ADSs or any adjustment required under this Warrant Agreement or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment;

(h) shall not be liable or responsible for any failure on the part of the Company to comply with any of its covenants and obligations relating to the Warrants, including without limitation obligations under this Warrant Agreement and applicable securities laws;

(i) may rely on and shall be fully authorized and protected in acting or failing to act upon the written, telephonic or oral instructions with respect to any matter relating to its duties as Warrant Agent covered by this Warrant Agreement (or supplementing or qualifying any such actions) of officers of the Company, and is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from the Company or counsel to the Company, and may apply to the Company, for advice or instructions in connection with the Warrant Agent's duties hereunder, and the Warrant Agent shall not be liable for any delay in acting while waiting for those instructions; any applications by the Warrant Agent for written instructions from the Company may, at the option of the Warrant Agent , set forth in writing any action proposed to be taken or omitted by the Warrant Agent under this Warrant Agreement and the date on or after which such action shall be taken or such omission shall be effective; the Warrant Agent shall not be liable for any action taken by, or omission of, the Warrant Agent in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than five Business Days after the date such application is sent to the Company, unless the Company shall have consented in writing to any earlier date) unless prior to taking any such action, the Warrant Agent shall have received written instructions in response to such application specifying the action to be taken or omitted;

(j) may consult with counsel satisfactory to the Warrant Agent and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted by it hereunder in accordance with the advice or opinion of such counsel;

(k) may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Warrant Agent shall not be answerable or accountable for any act, omission, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company, to Holders or any other person resulting from any such act, omission, default, neglect or misconduct, absent gross negligence or willful misconduct in the selection and continued employment thereof (which gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction);

(l) is not authorized, and shall have no obligation, to pay any brokers, dealers, or soliciting fees to any person;

(m) shall not be required hereunder to comply with the laws or regulations of any country other than the United States of America or any political subdivision thereof; and Warrant Agent may, after consulting with the Company to the extent practical, consult with foreign counsel, the fees and expenses of which shall be at the Company's expense, to resolve any foreign law issues that may arise as a result of the Company or any other party being subject to the laws or regulations of any foreign jurisdiction;

(n) any stockholder, affiliate, member, director, officer, agent, representative or employee of the Warrant Agent may buy, sell or deal in any of the Warrant ADSs or other securities of the Company or may become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not the Warrant Agent under this Warrant Agreement. Nothing herein shall preclude the Warrant Agent or any such stockholder, affiliate, director, member, officer, agent, representative or employee from acting in any other capacity for the Company or for any other person; and

(o) shall not be required to take notice or be deemed to have notice of any event or condition hereunder, including any event or condition that may require action by the Warrant Agent , unless the Warrant Agent shall be specifically notified in writing of such event or condition by the Company, and all notices or other instruments required by this Warrant Agreement to be delivered to the Warrant Agent must, in order to be effective, be received by the Warrant Agent as specified in Section 8.10 hereof, and in the absence of such notice so delivered, the Warrant Agent may conclusively assume no such event or condition exists.

8.3 (a) In the absence of gross negligence or willful misconduct on its part (which gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction), the Warrant Agent shall not be liable for any action taken, suffered, or omitted by it or for any error of judgment

made by it in the performance of its duties under this Warrant Agreement. Anything in this Warrant Agreement to the contrary notwithstanding, in no event shall Warrant Agent be liable for special, indirect, incidental, consequential or punitive losses or damages of any kind whatsoever (including but not limited to lost profits), even if the Warrant Agent has been advised of the possibility of such losses or damages and regardless of the form of action. Any liability of the Warrant Agent will be limited in the aggregate to the amount of fees (but not reimbursed costs, charges or expenses) paid by the Company hereunder for the twelve months preceding the event for which recovery from the Warrant Agent is being sought. The Warrant Agent shall not be liable for any failures, delays or losses, arising directly or indirectly out of conditions beyond its reasonable control including, but not limited to, acts of government, exchange or market ruling, suspension of trading, work stoppages or labor disputes, fires, civil disobedience, riots, rebellions, storms, electrical or mechanical failure, computer hardware or software failure, communications facilities failures including telephone failure, war, terrorism, insurrection, earthquakes, floods, epidemics, pandemics, acts of God or similar occurrences.

(b) In the event any question or dispute arises with respect to the proper interpretation of the Warrants or the Warrant Agent's duties under this Warrant Agreement or the rights of the Company or of any Holder, the Warrant Agent shall not be required to act and shall not be held liable or responsible for its refusal to act until the question or dispute has been judicially settled (and, if appropriate, it may, but shall not be required to, file a suit in interpleader or for a declaratory judgment for such purpose) by final judgment rendered by a court of competent jurisdiction, binding on all persons interested in the matter which is no longer subject to review or appeal, or settled by a written document in form and substance satisfactory to Warrant Agent and executed by the Company and each such Holder. In addition, the Warrant Agent may require for such purpose, but shall not be obligated to require, the execution of such written settlement by all the Holders and all other persons that may have an interest in the settlement.

(c) The Warrant Agent shall not have any duty or responsibility in the case of the receipt of any written demand from any Holder with respect to any action or default by the Company, including, without limiting the generality of the foregoing, any duty or responsibility to initiate or attempt to initiate any proceedings at law or otherwise or to make any demand upon the Company on behalf of any Holder.

8.4 The Company covenants to indemnify the Warrant Agent and hold it harmless from and against loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost or expense (including, without limitation, the reasonable fees and expenses of legal counsel) that may be paid to any third party, incurred or suffered by it, or which it may become subject, without gross negligence or illegal or willful misconduct on the part of the Warrant Agent (which gross negligence or willful misconduct must be determined by a final, non-appealable judgment of a court of competent jurisdiction), for any action taken, suffered, or omitted to be taken by the Warrant Agent in connection with the execution, acceptance, administration, exercise and performance of its duties under this Warrant Agreement, including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly, or enforcing its rights hereunder against any third party. The provisions under Sections 8.1, 8.2, 8.3 and this Section 8.4 shall survive the expiration of the Warrant ADSs and the termination of this Warrant Agreement and the resignation, replacement or removal of the Warrant Agent. The costs and expenses incurred in enforcing this right of indemnification shall be borne by the Company.

8.5 Unless terminated earlier by the parties hereto, this Warrant Agreement shall terminate 90 days after the earlier of the Expiration Date and the date on which no Warrants remain outstanding (the "Termination Date"). On the Business Day following the Termination Date, the Agent shall deliver to the Company any entitlements, if any, held by the Warrant Agent under this Warrant Agreement. The Agent's right to be indemnified and held harmless and to be reimbursed for fees, charges and out-of-pocket expenses as provided in this Section 8 shall survive the termination of this Warrant Agreement.

8.6 If any provision of this Warrant Agreement shall be held illegal, invalid, or unenforceable by any court, this Warrant Agreement shall be construed and enforced as if such provision had not been contained herein and shall be deemed an agreement among the parties to it to the full extent permitted by applicable law; provided, however, that if such excluded provision shall adversely affect the rights, immunities, liabilities, duties or obligations of the Warrant Agent, the Warrant Agent shall be entitled to resign immediately upon written notice to the Company.

8.7 The Company represents and warrants that (a) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation, (b) the offer and sale of the Warrants and the execution, delivery and performance of all transactions contemplated thereby (including this Warrant Agreement) have been duly authorized by all necessary corporate action and will not result in a breach of or constitute a default under the articles of association, bylaws or any similar document of the Company or any indenture, agreement or instrument to which it is a party or is bound, (c) this Warrant Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, binding and enforceable obligation of the Company, (d) the Warrants will comply in all material respects with all applicable requirements of law and (e) to the best of its knowledge, there is no litigation pending or threatened as of the date hereof in connection with the offering of the Warrants.

8.8 In the event of inconsistency between this Warrant Agreement and the descriptions in the Registration Statement and the ADS Registration Statement, as they may from time to time be amended, the terms of this Warrant Agreement shall control.

8.9 Set forth in Annex C hereto is a list of the names and specimen signatures of the persons authorized to act for the Company under this Warrant Agreement. The Company shall, from time to time, certify to the Warrant Agent the names and signatures of any other persons authorized to act for the Company under this Warrant Agreement (collectively, the "Authorized Representatives"). The Warrant Agent shall be fully authorized and protected in relying upon the advice or instructions received from any such Authorized Representatives.

8.10 Except as expressly set forth elsewhere in this Warrant Agreement, all notices, instructions and communications under this Warrant Agreement shall be in writing, by overnight delivery service, first-class mail, postage prepaid, properly addressed shall be effective upon receipt and shall be addressed, if to the Company, to its address set forth beneath its signature to this Warrant Agreement, or, if to the Warrant Agent, to:

Computershare Inc.
Computershare Trust Company, N.A.
150 Royall Street
Canton, MA 02021
Attention: Client Services

or to such other address of which a party hereto has notified the other party; and, if to a Holder made if sent by first-class mail, postage prepaid, or overnight delivery service, addressed to such Holder at the last address of such Holder set forth for such holder in the Warrant Register.

8.11 (a) This Warrant Agreement shall be governed by and construed in accordance with the law of the State of New York. All actions and proceedings relating to or arising from, directly or indirectly, this Warrant Agreement may be brought in courts of the State of New York or of the United States of America sitting within the Borough of Manhattan in the City and State of New York. The Company hereby submits to the personal jurisdiction of such courts and consents that any service of process may be made by certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices hereunder. Each of the parties hereto hereby waives the right to a trial by jury in any action or proceeding arising out of or relating to this Warrant Agreement.

(b) This Warrant Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Warrant Agreement may not be assigned, or otherwise transferred, in whole or in part, by either party without the prior written consent of the other party, which the other party will not unreasonably withhold, condition or delay; except that (i) consent is not required for an assignment or delegation of duties by Warrant Agent to any affiliate of Warrant Agent and (ii) any reorganization, merger, consolidation, sale of assets or other form of business combination by Warrant Agent or the Company shall not be deemed to constitute an assignment

of this Warrant Agreement.

(c) No provision of this Warrant Agreement may be amended, modified or waived, except in a written document signed by both parties. The Company and the Warrant Agent may amend or supplement this Warrant Agreement without the consent of any Holder for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained herein or adding or changing any other provisions with respect to matters or questions arising under this Warrant Agreement as the parties may deem necessary or desirable and that the parties determine, in good faith, shall not adversely affect the interest of the Holders in any material respect. All other amendments and supplements shall require the vote or written consent of Holders of a majority of the then outstanding Warrants, provided, however, that no modification of the terms (including but not limited to the adjustments described in Section 4 herein) upon which the Warrants are exercisable or the rights of the holders of Warrants to receive payments in cash from the Company, or no reduction of the percentage required for consent to modification of this Warrant Agreement or no requirement for a holder of Warrants in book entry or electronic form held through DTC to deliver any ink-original Election to Purchase or any medallion guarantee (or other type of guarantee or notarization) of an Election to Purchase or reimbursement to the Holder pursuant to Section 6 may be made without the consent of the Holder of each outstanding Warrant affected thereby. As a condition precedent to the Warrant Agent executing any amendment or supplement, the Company shall deliver a certificate from an Authorized Representative which states that the proposed supplement or amendment is in compliance with the terms of this Section 8.11(c). Notwithstanding anything in this Warrant Agreement to the contrary, the Warrant Agent shall not be required to execute any supplement or amendment to this Warrant Agreement that it has determined would adversely affect its own rights, duties, obligations or immunities under this Warrant Agreement.

8.12 Payment of Taxes. The Company will from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of Warrant ADSs upon the exercise of Warrants, but the Company may require the Holders to pay any transfer taxes in respect of the Warrants or such shares. The Warrant Agent may refrain from registering any transfer of Warrants or any delivery of any Warrant ADSs unless or until the persons requesting the registration or issuance shall have paid to the Warrant Agent for the account of the Company the amount of such tax or charge, if any, or shall have established to the reasonable satisfaction of the Company and the Warrant Agent that such tax or charge, if any, has been paid.

8.13 Resignation of Warrant Agent.

8.13.1 Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving thirty (30) days' notice in writing to the Company, or such shorter period of time agreed to by the Company. The Company may terminate the services of the Warrant Agent, or any successor Warrant Agent, after giving thirty (30) days' notice in writing to the Warrant Agent or successor Warrant Agent. In the event any transfer agency relationship in effect between the Company and the Warrant Agent terminates, the Warrant Agent will be deemed to have resigned automatically and be discharged from its duties under this Warrant Agreement as of the effective date of such termination, If the office of the Warrant Agent becomes vacant by resignation, termination or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of 30 days after it has been notified in writing of such resignation or incapacity by the Warrant Agent, then the Warrant Agent or any Holder may apply to any court of competent jurisdiction for the appointment of a successor Warrant Agent at the Company's cost. Pending appointment of a successor to such Warrant Agent, either by the Company or by such a court, the duties of the Warrant Agent shall be carried out by the Company. Any successor Warrant Agent (but not including the initial Warrant Agent), whether appointed by the Company or by such court, shall be a person organized and existing under the laws of any state of the United States of America, in good standing, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed, and except for executing and delivering documents as provided in the sentence that follows, the predecessor Warrant Agent shall have no further duties, obligations, responsibilities or liabilities hereunder, but shall be entitled to all rights that survive the termination of this Warrant Agreement and the resignation or removal of the Warrant Agent , including but not limited to its right to indemnity hereunder. If for any reason it becomes necessary or appropriate or at the request of the Company, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder, except the rights and immunities retained by the predecessor Warrant Agent under the terms hereof; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver at the expense of the Company any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

8.13.2 Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the transfer agent for the ADSs not later than the effective date of any such appointment.

8.13.3 Merger or Consolidation of Warrant Agent. Any person into which the Warrant Agent may be merged or converted or with which it may be consolidated or any person resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party or any person succeeding to the shareowner services business of the Warrant Agent or any successor Warrant Agent shall be the successor Warrant Agent under this Warrant Agreement, without any further act or deed. For purposes of this Warrant Agreement, "person" shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust or other entity, and shall include any successor (by merger or otherwise) thereof or thereto.

9. Miscellaneous Provisions.

9.1 Persons Having Rights under this Warrant Agreement. Nothing in this Warrant Agreement expressed and nothing that may be implied from any of the provisions hereof is intended, or shall be construed, to confer upon, or give to, any person or corporation other than the parties hereto and the Holders any right, remedy, or claim under or by reason of this Warrant Agreement or of any covenant, condition, stipulation, promise, or agreement hereof.

9.2 Examination of the Warrant Agreement. A copy of this Warrant Agreement shall be available at all reasonable times at the office of the Warrant Agent designated for such purpose for inspection by any Holder. Prior to such inspection, the Warrant Agent may require any such holder to provide reasonable evidence of its interest in the Warrants.

9.3 Counterparts. This Warrant Agreement may be executed in any number of original, facsimile or electronic counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

9.4 Effect of Headings. The Section headings herein are for convenience only and are not part of this Warrant Agreement and shall not affect the interpretation thereof.

9.5 Further Assurance. The Company agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required or requested by the Warrant Agent for the carrying out or performing by the Warrant Agent of the provisions of this Warrant Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Warrant Agreement has been duly executed by the parties hereto as of the day and year first above written.

RANMARINE TECHNOLOGY B.V.

By: _____
Name:
Title:

Address for notices:

Attention:
Telephone:
Facsimile:
E-mail:

Computershare Inc.,
Computershare Trust Company, N.A.,
As Warrant Agent

By: _____
Name:
Title:

Annex A Form of Tradeable Warrrant
Exhibit A – Notice of Exercise
Exhibit B – Assignment Form
Annex B – Form of Non-tradeable Warrant
Exhibit A – Notice of Exercise
Exhibit B – Assignment Form

Annex C Authorized Representatives

ANNEX A
FORM OF TRADEABLE WARRANT

See attached.

ANNEX B
FORM OF NON-TRADEABLE WARRANT

See attached.

ANNEX C
AUTHORIZED REPRESENTATIVES

Name	Title	Signature
	Chief Executive Officer	
	Chief Financial Officer	

Exhibit 4.3

RANMARINE TECHNOLOGY B.V.
TRADEABLE WARRANT TO PURCHASE ORDINARY SHARES
REPRESENTED BY AMERICAN DEPOSITARY SHARES

Warrant ADSs:_____

THIS TRADEABLE WARRANT TO PURCHASE ORDINARY SHARES REPRESENTED BY AMERICAN DEPOSITARY SHARES (the "Warrant") certifies that, for value received, _____ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date the American Depositary Shares of the Company (as defined below) commences trading on a Trading Market (as defined herein) (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York City time) on the fifth anniversary of the Initial Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from RanMarine Technology B.V., a private company with limited liability under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) (the "Company"), up to _____ ordinary shares, nominal value £0.01 per share (the "Warrant Shares") represented by _____ ADSs (the ADSs issuable upon exercise of the Warrant, the "Warrant ADSs"), as subject to adjustment hereunder. The purchase price of one Warrant ADS under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b). This Warrant shall initially be issued and maintained in the form of a security held in book-entry form and the Depository Trust Company or its nominee ("DTC") shall initially be the sole registered holder of this Warrant, subject to a Holder's right to elect to receive a Warrant in certificated form pursuant to the terms of the Warrant Agency Agreement, in which case this sentence shall not apply.

Section 1. Definitions. In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this Section 1:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"ADS(s)" means American Depositary Shares issued pursuant to the Deposit Agreement (as defined below), each representing ____ (__) Ordinary Share.

"Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the ADSs are then listed or quoted on a Trading Market, the bid price of the ADSs for the time in question (or the nearest preceding date) on the Trading Market on which the ADSs are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the ADSs for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the ADSs are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the ADS are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per ADS so reported, or (d) in all other cases, the fair market value of an ADS as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day.

"Commission" means the United States Securities and Exchange Commission.

"Depositary" means [ ] and any successor depositary of the Company.

"Deposit Agreement" means the Deposit Agreement, dated as of _____, 2024, among the Company, [ ] as Depositary and the owners and holders of ADSs from time to time, as such agreement may be amended or supplemented.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Ordinary Shares" means the ordinary shares of the Company, nominal value £0.01, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Registration Statement" means the Company's registration statement on Form F-1 (File No. 333-273199).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Subsidiary" means any subsidiary of the Company and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the ADSs are traded on a Trading Market.

"Trading Market" means any of the following markets or exchanges on which the ADSs are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

"Transfer Agent" means [Bank of New York Mellon][1], the current transfer agent of the Company, and any successor transfer agent of the Company.

"Underwriting Agreement" means the underwriting agreement, dated as of [●], 2024, among the Company and WallachBeth Capital, LLC as representative of the underwriters named therein, as amended, modified or supplemented from time to time in accordance with its terms.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the ADSs are then listed or quoted on a Trading Market, the daily volume weighted average price of the ADSs for such date (or the nearest preceding date) on the Trading Market on which the ADSs are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the ADSs for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the ADSs

are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the ADSs are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per ADS so reported, or (d) in all other cases, the fair market value of an ADS as determined by an independent appraiser selected in good faith by the holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"Warrant Agency Agreement" means that certain warrant agent agreement, dated on or about the Initial Exercise Date, between the Company and the Warrant Agent.

"Warrant Agent" means Computershare Inc., a Delaware corporation, and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company and any successor warrant agent of the Company.

"Warrants" means this Warrant and other Warrants to Purchase Ordinary Shares Represented by American Depositary Shares issued by the Company pursuant to the Registration Statement.

Section 2. Exercise.

a) Notwithstanding the foregoing in this Section 2(a), a holder whose interest in this Warrant is a beneficial interest in certificate(s) representing this Warrant held in book-entry form through DTC (or another established clearing corporation performing similar functions), shall effect exercises made pursuant to this Section 2(a) by delivering to DTC (or such other clearing corporation, as applicable) the appropriate instruction form for exercise, complying with the procedures to effect exercise that are required by DTC (or such other clearing corporation, as applicable), subject to a Holder's right to elect to receive a Warrant in certificated form pursuant to the terms of the Warrant Agency Agreement, in which case this sentence shall not apply.

b) Exercise Price. The exercise price per ADS under this Warrant shall be $[●][2], subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. If at the time of exercise hereof there is no effective registration statement registering, or the prospectus contained therein is not available for the issuance of the Warrant ADSs to the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant ADSs equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the ADSs on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant ADSs that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant ADSs are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant ADSs shall take on the registered characteristics of the Warrants being exercised. The Company agrees not to take any position contrary to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant ADSs Upon Exercise. The Company shall deposit the Warrant ADSs subject to such exercise with The Bank of New York Mellon, the Depositary for the ADSs (the "Depositary") and instruct the Depositary to transmit the Warrant ADSs purchased hereunder by crediting the Holder's or its designee's balance account with The Depository Trust Company through its Deposit/Withdrawal At Custodian system ("DWAC") if the Depositary is then a participant in such system and either (A) there is an effective registration statement with a current prospectus registering for resale the Warrant ADSs represented by the Warrant ADSs by the Holder or (B) this Warrant is being exercised via cashless exercise, and otherwise by electronic (registered in book-entry format with the Depositary) or physical delivery to the address specified by the Holder in the Notice of Exercise, in each case by the date that is the later of (y) the earliest of (i) [as soon as practicable][3] after the delivery to the Company of the Notice of Exercise and (ii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise and (z) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company (such date, the "Warrant ADS Delivery Date"). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant ADSs with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant ADSs, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. If the Depository fails for any reason to deliver to the Holder the Warrant ADSs subject to a Notice of Exercise by the Warrant ADS Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant ADSs subject to such exercise (based on the VWAP of the ADSs on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the third Trading Day after the Warrant ADS Delivery Date) for each Trading Day after such Warrant ADS Delivery Date until such Warrant ADSs are delivered or Holder rescinds such exercise. The Company agrees to maintain a depositary (and, if applicable, a transfer agent) that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the ADSs as in effect on the date of delivery of the Notice of Exercise. Notwithstanding the foregoing, with respect to any Notice(s) of Exercise delivered on or prior to 12:00 p.m. (New York City time) on the date prior to the Initial Exercise Date, which may be delivered at any time after the time of execution of the Purchase Agreement, the Company agrees to deliver the Warrant ADSs subject to such notice(s) by 4:00 p.m. (New York City time) on the Initial Exercise Date and the Initial Exercise Date shall be the Warrant Share Delivery Date for purposes hereunder, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received by such Warrant ADS Delivery Date.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant ADSs, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant ADSs called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Depositary to transmit to the Holder the Warrant ADSs pursuant to Section 2(d)(i) by the Warrant ADS Delivery Date, then the Holder will have the right to rescind such exercise in respect of the untransmitted Warrant ADSs (with the effect that the Holder's right to acquire such Warrant ADSs pursuant to this Warrant shall be restored) and the Company shall return to the Holder the aggregate Exercise Price paid to the Company for such Warrant ADSs.

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant ADSs Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Depositary to deliver to the Holder the Warrant ADSs in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant ADS Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, ADSs to deliver in satisfaction of a sale by the Holder of the Warrant ADSs which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the ADSs so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant ADSs that the Company failed to deliver to the Holder in connection with the exercise at issue by (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant in respect of the equivalent number of Warrant ADSs for which such exercise was not honored and return any amount received by the Company in respect of the Exercise Price for those Warrant ADSs (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of ADSs that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases ADSs having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of Warrants with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver ADSs upon exercise of the Warrant as required pursuant to the terms hereof. The Warrant Agent shall not be liable for any liquidated damages or any other damages associated with the Company's failure to timely deliver ADSs pursuant to the terms of the Warrants.

v. No Fractional Shares or Warrant ADSs. No fractional Warrant Shares or Warrant ADSs shall be issued upon the exercise of this Warrant. As to any fraction of an ADS which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole ADS; provided, however the fraction of an ADS shall not be rounded up to the next whole ADS if such rounding results in the issue price being lower than the par value of the ADS.

vi. Charges, Taxes and Expenses. Issuance of Warrant ADSs shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant ADSs, all of which taxes and expenses shall be paid by the Company, and such Warrant ADSs shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Warrant ADSs are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Depositary fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic issuance and delivery of the Warrant ADSs. The Company shall pay all applicable fees and expenses of the Depositary in connection with the issuance of the Warrants ADSs hereunder, and shall reimburse the Holder for any fees charged to the Holder by the Depositary in connection with the issuance or holding or sale of the Warrant ADSs.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof; provided, however, that the foregoing shall not be deemed or construed to limit any rights of the Depositary under the terms and provisions of the deposit agreement among, inter alia, the Company and the Depositary.

e) Holder's Exercise Limitations. Notwithstanding anything to the contrary contained herein, the Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Ordinary Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Ordinary Shares underlying such Warrant ADSs issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Ordinary Shares underlying Warrant ADSs which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Ordinary Share Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding Ordinary Shares, a Holder may rely on the number of outstanding Ordinary Shares as reflected in (A) the Company's most recent annual report on Form 20-F, Report on Form 6-K or other public filings filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Depositary setting forth the number of Ordinary Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Ordinary Shares then outstanding. In any case, the number of outstanding Ordinary Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Ordinary Shares was reported. The "Beneficial Ownership Limitation" shall be [4.99%] [9.99%] of the number of Ordinary Shares outstanding immediately after giving effect to the issuance of the Ordinary Shares issuable upon exercise of this Warrant. The Holder, upon notice to the

Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of Ordinary Shares outstanding immediately after giving effect to the issuance of Ordinary Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions on its ADSs or Ordinary Shares or any other equity or equity equivalent securities payable in ADSs or Ordinary Shares (which, for avoidance of doubt, shall not include any Ordinary Shares or ADSs issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Ordinary Shares or ADSs into a larger number of Ordinary Shares or ADSs, as applicable, (iii) combines (including by way of reverse share split) outstanding ADSs or Ordinary Shares into a smaller number of Ordinary Shares or ADSs, as applicable, or (iv) issues by reclassification of ADSs, Ordinary Shares or any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of ADSs (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Ordinary Shares or ADSs, as applicable, outstanding immediately after such event, and the number of Ordinary Shares or ADSs, as applicable, issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re classification.

b) Reserved.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Ordinary Share Equivalents or rights to purchase shares, warrants, securities or other property pro rata to the record holders of any class of ADSs or Ordinary Shares (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of ADSs or Ordinary Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of ADSs are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such ADSs or Ordinary Shares as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Ordinary Shares or ADSs, by way of return of capital or otherwise (including, without limitation, any distribution of cash, shares or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to receive a payment ('Payment') equal to the amount that the Holder would have received by way of a Distribution if the Holder had held the number of ADSs acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of Ordinary Shares or ADSs are to be determined for the participation in such Distribution (provided, however, that, to the extent that the Holder's right to receive such a payment would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to receive said Payment (or in the beneficial ownership of any Ordinary Shares or ADSs as a result of such Distribution to such extent) and the amount of the Payment due shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company (or any Subsidiary), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Ordinary Shares (including any Ordinary Shares underlying the ADSs) are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Ordinary Shares or 50% or more of the voting power of the common equity of the Company (including any Ordinary Shares underlying the ADSs), (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Ordinary Shares or any compulsory share exchange pursuant to which the Ordinary Shares effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires 50% or more of the outstanding Ordinary Shares (including any Ordinary Shares underlying the ADSs) or 50% or more of the voting power of the common equity of the Company (each a "Fundamental Transaction"), occurs or is consummated, then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share represented by each Warrant ADSs that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of capital stock of the successor or acquiring corporation or of the Company, if the Company is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of Ordinary Shares (including any Ordinary Shares underlying ADSs) equal to the amount of Warrant Shares represented by the Warrant ADSs for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Ordinary Share (including any Warrant Shares underlying the ADSs), in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Ordinary Shares or ADSs are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction (or, if later, the date of the public announcement of the applicable Fundamental Transaction), purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value (as defined below) of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction; provided, however, that, if the Fundamental Transaction is not within the Company's control, including not approved by the Company's Board of Directors, the Holder shall only be entitled to receive from the Company or any Successor Entity the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of this Warrant, that is being offered and paid to the holders of Ordinary Shares and/or ADSs of the Company in connection with the Fundamental Transaction, whether that consideration be in the form of cash, share or any combination thereof, or whether the holders of of Ordinary Shares

and/or ADSs are given the choice to receive from among alternative forms of consideration in connection with the Fundamental Transaction; provided, further, that if holders of of Ordinary Shares and/or ADSs of the Company are not offered or paid any consideration in such Fundamental Transaction, such holders of of Ordinary Shares and/or ADSs will be deemed to have received common shares of the Successor Entity (which Entity may be the Company following such Fundamental Transaction) in such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black-Scholes Option Pricing Model obtained from the "OV" function on Bloomberg determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of (1) the 30 day volatility, (2) the 100 day volatility or (3) the 365 day volatility, each of clauses (1)-(3) as obtained from the HVT function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Trading Day immediately following the public announcement of the applicable contemplated Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the greater of (i) the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (ii) the highest VWAP during the period beginning on the Trading Day immediately preceding the public announcement of the applicable contemplated Fundamental Transaction (or the consummation of the applicable Fundamental Transaction, if earlier) and ending on the Trading Day of the Holder's request pursuant to this Section 3(e) and (D) a remaining option time equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date and (E) a zero cost of borrow. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds (or such other consideration) within the later of (i) five Business Days of the Holder's election and (ii) the date of consummation of the Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant, a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the Warrant Shares underlying the Warrant ADSs acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the Ordinary Shares underlying the Warrant ADSs pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall be added to the term "Company" under this Warrant (so that from and after the occurrence or consummation of such Fundamental Transaction, each and every provision of this Warrant referring to the "Company" shall refer instead to each of the Company and the Successor Entity or Successor Entities, jointly and severally), and the Successor Entity or Successor Entities, jointly and severally with the Company, may exercise every right and power of the Company prior thereto and the Successor Entity or Successor Entities shall assume all of the obligations of the Company prior thereto under this Warrant with the same effect as if the Company and such Successor Entity or Successor Entities, jointly and severally, had been named as the Company herein. For the avoidance of doubt, the Holder shall be entitled to the benefits of the provisions of this Section 3(e) regardless of whether (i) the Company has sufficient authorized Ordinary Shares for the issuance of the Warrant ADSs and/or (ii) a Fundamental Transaction occurs prior to the Initial Exercise Date.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of an ADS, as the case may be. For purposes of this Section 3, the number of ADSs deemed to be issued and outstanding as of a given date shall be the sum of the number of ADSs (excluding treasury shares, if any) issued and outstanding.

g) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant ADSs and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Ordinary Shares or ADSs, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Ordinary Shares or ADSs, (C) the Company shall authorize the granting to all holders of the Ordinary Shares or ADSs rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any shareholders of the Company shall be required in connection with any reclassification of the Ordinary Shares or ADSs, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Ordinary Shares are converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Ordinary Shares or ADSs of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Ordinary Shares (including Warrant Shares underlying Warrant ADSs) of record shall be entitled to exchange their Ordinary Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Report on Form 6-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

h) Voluntary Adjustment By Company . Subject to the rules and regulations of the Trading Market, the Company may at any time during the term of this Warrant, subject to the prior written consent of the Holder, reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

Section 4. Transfer of Warrant.

a) Transferability. This Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in

accordance herewith, may be exercised by a new holder for the purchase of Warrant ADSs without having a new Warrant issued. Any requested transfer of Warrants shall be accompanied by reasonable evidence of authority of the party making such request that may be required by the Warrant Agent, including a guaranty of signature by an "eligible guarantor institution" that is a member or participant in the Securities Transfer Agents Medallion Program or other comparable "signature guarantee program."

b) New Warrants. If this Warrant is not held in global form through DTC (or any successor depositary), this Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant ADSs issuable pursuant thereto.

c) Warrant Register. The Warrant Agent shall register this Warrant, upon records to be maintained by the Warrant Agent for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company and the Warrant Agent may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. Without limiting any rights of a Holder to receive Warrant ADSs on a "cashless exercise" pursuant to Section 2(c) or to receive cash payments pursuant to Section 2(d)(i) and Section 2(d)(iv) herein, in no event shall the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it and the Warrant Agent of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant ADSs, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall include the posting of an open penalty surety bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.[4]

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, its directors will have authority to allot a sufficient number of shares to provide for the issuance of the Warrant ADSs and the underlying Ordinary Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the Warrant Shares needed for the Depositary to issue the necessary Warrant ADSs upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares and Warrant ADSs and the underlying Ordinary Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the applicable Trading Market upon which the ADSs and Ordinary Shares may be listed. The Company covenants that all Warrant ADSs and the underlying Ordinary Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant ADSs in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than any transfer restrictions and taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its articles of association or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant ADSs above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant ADSs and the underlying Ordinary Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant ADSs for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York[5], without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Warrant (whether brought against a party hereto or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of this Warrant, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for their reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding. **Notwithstanding the foregoing, this exclusive forum provision shall not apply to suits brought to enforce a duty or liability created by the Exchange Act, any other claim for which the federal courts have exclusive jurisdiction or any complaint asserting a cause of action arising under the Securities Act against us or any of our directors, officers, other employees or agents. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder.**

f) Restrictions. The Holder acknowledges that the Warrant ADSs acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Exercise, shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at Galieïstraat 15, 3029AL, Rotterdam, Netherlands, Chief Executive Officer, Richard Hardiman, email address: [●], or such other email address or address as the Company may specify for such purposes by notice to the Holders. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or address of such Holder appearing on the books of the Company. Any and all notices or other communications or deliveries to be provided hereunder to the Warrant Agent shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to the Warrant Agent in accordance with [Section __] of the Warrant Agency Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 6-K.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant ADSs, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any ADSs or Ordinary Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance by the Company of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant ADSs.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, the Holder of the beneficial owner of this Warrant, and the Warrant Agent.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Warrant Agency Agreement. To the extent any provision of this Warrant conflicts with the express provisions of the Warrant Agency Agreement, the provisions of the Warrant Agency Agreement shall govern and be controlling.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

RANMARINE TECHNOLOGY B.V.

By: _____
Name:
Title:

COMPUTERSHARE INC.
COMPUTERSHARE TRUST COMPANY, N.A.

By: _____
Name:
Title:

NOTICE OF EXERCISE

TO: RANMARINE TECHNOLOGY B.V.

(1) The undersigned hereby elects to purchase _____ Warrant ADSs of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

☐ in lawful money of the United States; or

☐ if permitted the cancellation of such number of Warrant ADSs as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant ADSs purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please register and issue said Warrant ADSs in the name of the undersigned or in such other name as is specified below:

_____

The Warrant ADSs shall be delivered to the following DWAC Account Number or by physical delivery of a certificate to:

_____

_____

_____

(4) Accredited Investor. If the Warrant is being exercised via cash exercise, the undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended

[SIGNATURE OF HOLDER]

Name of Investing Entity:

_____

Signature of Authorized Signatory of Investing Entity:

_____

Name of Authorized Signatory:

_____

Title of Authorized Signatory:

_____

Date:

_____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant.)

FOR VALUE RECEIVED, [ ] all of or [ ] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name:

Address:

_____

(Please Print)

Phone Number:

_____

Email Address:

_____

Dated:_____ ___, _____

Holder's Signature: _____

Holder's Address: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

Exhibit 4.4

RANMARINE TECHNOLOGY B.V.
NON-TRADEABLE WARRANT TO PURCHASE ORDINARY SHARES
REPRESENTED BY AMERICAN DEPOSITARY SHARES

Warrant ADSs:_____

THIS NON-TRADEABLE WARRANT TO PURCHASE ORDINARY SHARES REPRESENTED BY AMERICAN DEPOSITARY SHARES (the "Warrant") certifies that, for value received, _____ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date the American Depositary Shares of the Company (as defined below) commences trading on a Trading Market (as defined herein) (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York City time) on the fifth anniversary of the Initial Exercise Date (the "Termination Date") but not thereafter, to subscribe for and purchase from RanMarine Technology B.V., a private company with limited liability under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*) (the "Company"), up to _____ ordinary shares, nominal value £0.01 per share (the "Warrant Shares") represented by _____ ADSs (the ADSs issuable upon exercise of the Warrant, the "Warrant ADSs"), as subject to adjustment hereunder. The purchase price of one Warrant ADS under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b). This Warrant shall initially be issued and maintained in the form of a security held in book-entry form and the Depository Trust Company or its nominee ("DTC") shall initially be the sole registered holder of this Warrant, subject to a Holder's right to elect to receive a Warrant in certificated form pursuant to the terms of the Warrant Agency Agreement, in which case this sentence shall not apply.

Section 1. Definitions. In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this Section 1:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"ADS(s)" means American Depositary Shares issued pursuant to the Deposit Agreement (as defined below), each representing ____ (__) Ordinary Share.

"Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the ADSs are then listed or quoted on a Trading Market, the bid price of the ADSs for the time in question (or the nearest preceding date) on the Trading Market on which the ADSs are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the ADSs for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the ADSs are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the ADS are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per ADS so reported, or (d) in all other cases, the fair market value of an ADS as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York generally are open for use by customers on such day.

"Commission" means the United States Securities and Exchange Commission.

"Depositary" means [ ] and any successor depositary of the Company.

"Deposit Agreement" means the Deposit Agreement, dated as of _____, 2024, among the Company, [ ] as Depositary and the owners and holders of ADSs from time to time, as such agreement may be amended or supplemented.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Ordinary Shares" means the ordinary shares of the Company, nominal value £0.01, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Registration Statement" means the Company's registration statement on Form F-1 (File No. 333-273199).

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Subsidiary" means any subsidiary of the Company and shall, where applicable, also include any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the ADSs are traded on a Trading Market.

"Trading Market" means any of the following markets or exchanges on which the ADSs are listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

"Transfer Agent" means [Bank of New York Mellon][1], the current transfer agent of the Company, and any successor transfer agent of the Company

"Underwriting Agreement" means the underwriting agreement, dated as of [●], 2024, among the Company and WallachBeth Capital, LLC as representative of the underwriters named therein, as amended, modified or supplemented from time to time in accordance with its terms.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the ADSs are then listed or quoted on a Trading Market, the daily volume weighted average price of the ADSs for such date (or the nearest preceding date) on the Trading Market on which the ADSs are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the ADSs for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the ADSs

are not then listed or quoted for trading on OTCQB or OTCQX and if prices for the ADSs are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per ADS so reported, or (d) in all other cases, the fair market value of an ADS as determined by an independent appraiser selected in good faith by the holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"Warrant Agency Agreement" means that certain warrant agent agreement, dated on or about the Initial Exercise Date, between the Company and the Warrant Agent.

"Warrant Agent" means Computershare Inc., a Delaware corporation, and its affiliate, Computershare Trust Company, N.A., a federally chartered trust company and any successor warrant agent of the Company.

"Warrants" means this Warrant and other Warrants to Purchase Ordinary Shares Represented by American Depositary Shares issued by the Company pursuant to the Registration Statement.

Section 2. Exercise.

a) Notwithstanding the foregoing in this Section 2(a), a holder whose interest in this Warrant is a beneficial interest in certificate(s) representing this Warrant held in book-entry form through DTC (or another established clearing corporation performing similar functions), shall effect exercises made pursuant to this Section 2(a) by delivering to DTC (or such other clearing corporation, as applicable) the appropriate instruction form for exercise, complying with the procedures to effect exercise that are required by DTC (or such other clearing corporation, as applicable), subject to a Holder's right to elect to receive a Warrant in certificated form pursuant to the terms of the Warrant Agency Agreement, in which case this sentence shall not apply.

b) Exercise Price. The exercise price per ADS under this Warrant shall be $[●][2], subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. If at the time of exercise hereof there is no effective registration statement registering, or the prospectus contained therein is not available for the issuance of the Warrant ADSs to the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant ADSs equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) both executed and delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the Bid Price of the ADSs on the principal Trading Market as reported by Bloomberg L.P. as of the time of the Holder's execution of the applicable Notice of Exercise if such Notice of Exercise is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter (including until two (2) hours after the close of "regular trading hours" on a Trading Day) pursuant to Section 2(a) hereof or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is both executed and delivered pursuant to Section 2(a) hereof after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant ADSs that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant ADSs are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant ADSs shall take on the registered characteristics of the Warrants being exercised. The Company agrees not to take any position contrary to this Section 2(c).

d) Mechanics of Exercise.

i. Delivery of Warrant ADSs Upon Exercise. The Company shall deposit the Warrant ADSs subject to such exercise with The Bank of New York Mellon, the Depositary for the ADSs (the "Depositary") and instruct the Depositary to transmit the Warrant ADSs purchased hereunder by crediting the Holder's or its designee's balance account with The Depository Trust Company through its Deposit/Withdrawal At Custodian system ("DWAC") if the Depositary is then a participant in such system and either (A) there is an effective registration statement with a current prospectus registering for resale the Warrant ADSs represented by the Warrant ADSs by the Holder or (B) this Warrant is being exercised via cashless exercise, and otherwise by electronic (registered in book-entry format with the Depositary) or physical delivery to the address specified by the Holder in the Notice of Exercise, in each case by the date that is the later of (y) the earliest of (i) [as soon as practicable][3] after the delivery to the Company of the Notice of Exercise and (ii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise and (z) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company (such date, the "Warrant ADS Delivery Date"). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant ADSs with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant ADSs, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. If the Depository fails for any reason to deliver to the Holder the Warrant ADSs subject to a Notice of Exercise by the Warrant ADS Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant ADSs subject to such exercise (based on the VWAP of the ADSs on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the third Trading Day after the Warrant ADS Delivery Date) for each Trading Day after such Warrant ADS Delivery Date until such Warrant ADSs are delivered or Holder rescinds such exercise. The Company agrees to maintain a depositary (and, if applicable, a transfer agent) that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the ADSs as in effect on the date of delivery of the Notice of Exercise. Notwithstanding the foregoing, with respect to any Notice(s) of Exercise delivered on or prior to 12:00 p.m. (New York City time) on the date prior to the Initial Exercise Date, which may be delivered at any time after the time of execution of the Purchase Agreement, the Company agrees to deliver the Warrant ADSs subject to such notice(s) by 4:00 p.m. (New York City time) on the Initial Exercise Date and the Initial Exercise Date shall be the Warrant Share Delivery Date for purposes hereunder, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received by such Warrant ADS Delivery Date.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant ADSs, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant ADSs called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Depositary to transmit to the Holder the Warrant ADSs pursuant to Section 2(d)(i) by the Warrant ADS Delivery Date, then the Holder will have the right to rescind such exercise in respect of the untransmitted Warrant ADSs (with the effect that the Holder's right to acquire such Warrant ADSs pursuant to this Warrant shall be restored) and the Company shall return to the Holder the aggregate Exercise Price paid to the Company for such Warrant ADSs.

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant ADSs Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Depositary to deliver to the Holder the Warrant ADSs in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant ADS Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, ADSs to deliver in satisfaction of a sale by the Holder of the Warrant ADSs which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the ADSs so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant ADSs that the Company failed to deliver to the Holder in connection with the exercise at issue by (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant in respect of the equivalent number of Warrant ADSs for which such exercise was not honored and return any amount received by the Company in respect of the Exercise Price for those Warrant ADSs (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of ADSs that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases ADSs having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of Warrants with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver ADSs upon exercise of the Warrant as required pursuant to the terms hereof. The Warrant Agent shall not be liable for any liquidated damages or any other damages associated with the Company's failure to timely deliver ADSs pursuant to the terms of the Warrants.

v. No Fractional Shares or Warrant ADSs. No fractional Warrant Shares or Warrant ADSs shall be issued upon the exercise of this Warrant. As to any fraction of an ADS which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole ADS; provided, however the fraction of an ADS shall not be rounded up to the next whole ADS if such rounding results in the issue price being lower than the par value of the ADS.

vi. Charges, Taxes and Expenses. Issuance of Warrant ADSs shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant ADSs, all of which taxes and expenses shall be paid by the Company, and such Warrant ADSs shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Warrant ADSs are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Depositary fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic issuance and delivery of the Warrant ADSs. The Company shall pay all applicable fees and expenses of the Depositary in connection with the issuance of the Warrants ADSs hereunder, and shall reimburse the Holder for any fees charged to the Holder by the Depositary in connection with the issuance or holding or sale of the Warrant ADSs.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof; provided, however, that the foregoing shall not be deemed or construed to limit any rights of the Depositary under the terms and provisions of the deposit agreement among, inter alia, the Company and the Depositary.

e) Holder's Exercise Limitations. Notwithstanding anything to the contrary contained herein, the Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of Ordinary Shares beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of Ordinary Shares underlying such Warrant ADSs issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of Ordinary Shares underlying Warrant ADSs which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Ordinary Share Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding Ordinary Shares, a Holder may rely on the number of outstanding Ordinary Shares as reflected in (A) the Company's most recent annual report on Form 20-F, Report on Form 6-K or other public filings filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Depositary setting forth the number of Ordinary Shares outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of Ordinary Shares then outstanding. In any case, the number of outstanding Ordinary Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding Ordinary Shares was reported. The "Beneficial Ownership Limitation" shall be [4.99%] [9.99%] of the number of Ordinary Shares outstanding immediately after giving effect to the issuance of the Ordinary Shares issuable upon exercise of this Warrant. The Holder, upon notice to the

Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of Ordinary Shares outstanding immediately after giving effect to the issuance of Ordinary Shares upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a share dividend or otherwise makes a distribution or distributions on its ADSs or Ordinary Shares or any other equity or equity equivalent securities payable in ADSs or Ordinary Shares (which, for avoidance of doubt, shall not include any Ordinary Shares or ADSs issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding Ordinary Shares or ADSs into a larger number of Ordinary Shares or ADSs, as applicable, (iii) combines (including by way of reverse share split) outstanding ADSs or Ordinary Shares into a smaller number of Ordinary Shares or ADSs, as applicable, or (iv) issues by reclassification of ADSs, Ordinary Shares or any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of ADSs (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of Ordinary Shares or ADSs, as applicable, outstanding immediately after such event, and the number of Ordinary Shares or ADSs, as applicable, issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re classification.

b) Reserved.

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Ordinary Share Equivalents or rights to purchase shares, warrants, securities or other property pro rata to the record holders of any class of ADSs or Ordinary Shares (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of ADSs or Ordinary Shares acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of ADSs are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such ADSs or Ordinary Shares as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of Ordinary Shares or ADSs, by way of return of capital or otherwise (including, without limitation, any distribution of cash, shares or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to receive a payment ('Payment') equal to the amount that the Holder would have received by way of a Distribution if the Holder had held the number of ADSs acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of Ordinary Shares or ADSs are to be determined for the participation in such Distribution (provided, however, that, to the extent that the Holder's right to receive such a payment would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to receive said Payment (or in the beneficial ownership of any Ordinary Shares or ADSs as a result of such Distribution to such extent) and the amount of the Payment due shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

e) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company (or any Subsidiary), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Ordinary Shares (including any Ordinary Shares underlying the ADSs) are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Ordinary Shares or 50% or more of the voting power of the common equity of the Company (including any Ordinary Shares underlying the ADSs), (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Ordinary Shares or any compulsory share exchange pursuant to which the Ordinary Shares effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires 50% or more of the outstanding Ordinary Shares (including any Ordinary Shares underlying the ADSs) or 50% or more of the voting power of the common equity of the Company (each a "Fundamental Transaction"), occurs or is consummated, then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share represented by each Warrant ADSs that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of capital stock of the successor or acquiring corporation or of the Company, if the Company is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of Ordinary Shares (including any Ordinary Shares underlying ADSs) equal to the amount of Warrant Shares represented by the Warrant ADSs for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Ordinary Share (including any Warrant Shares underlying the ADSs), in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Ordinary Shares or ADSs are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction (or, if later, the date of the public announcement of the applicable Fundamental Transaction), purchase this Warrant from the Holder by paying to the Holder an amount of cash equal to the Black Scholes Value (as defined below) of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction; provided, however, that, if the Fundamental Transaction is not within the Company's control, including not approved by the Company's Board of Directors, the Holder shall only be entitled to receive from the Company or any Successor Entity the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of this Warrant, that is being offered and paid to the holders of Ordinary Shares and/or ADSs of the Company in connection with the Fundamental Transaction, whether that consideration be in the form of cash, share or any combination thereof, or whether the holders of of Ordinary Shares

and/or ADSs are given the choice to receive from among alternative forms of consideration in connection with the Fundamental Transaction; provided, further, that if holders of of Ordinary Shares and/or ADSs of the Company are not offered or paid any consideration in such Fundamental Transaction, such holders of of Ordinary Shares and/or ADSs will be deemed to have received common shares of the Successor Entity (which Entity may be the Company following such Fundamental Transaction) in such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black-Scholes Option Pricing Model obtained from the "OV" function on Bloomberg determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date, (B) an expected volatility equal to the greater of (1) the 30 day volatility, (2) the 100 day volatility or (3) the 365 day volatility, each of clauses (1)-(3) as obtained from the HVT function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Trading Day immediately following the public announcement of the applicable contemplated Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the greater of (i) the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction and (ii) the highest VWAP during the period beginning on the Trading Day immediately preceding the public announcement of the applicable contemplated Fundamental Transaction (or the consummation of the applicable Fundamental Transaction, if earlier) and ending on the Trading Day of the Holder's request pursuant to this Section 3(e) and (D) a remaining option time equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date and (E) a zero cost of borrow. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds (or such other consideration) within the later of (i) five Business Days of the Holder's election and (ii) the date of consummation of the Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant, a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the Warrant Shares underlying the Warrant ADSs acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the Ordinary Shares underlying the Warrant ADSs pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall be added to the term "Company" under this Warrant (so that from and after the occurrence or consummation of such Fundamental Transaction, each and every provision of this Warrant referring to the "Company" shall refer instead to each of the Company and the Successor Entity or Successor Entities, jointly and severally), and the Successor Entity or Successor Entities, jointly and severally with the Company, may exercise every right and power of the Company prior thereto and the Successor Entity or Successor Entities shall assume all of the obligations of the Company prior thereto under this Warrant with the same effect as if the Company and such Successor Entity or Successor Entities, jointly and severally, had been named as the Company herein. For the avoidance of doubt, the Holder shall be entitled to the benefits of the provisions of this Section 3(e) regardless of whether (i) the Company has sufficient authorized Ordinary Shares for the issuance of the Warrant ADSs and/or (ii) a Fundamental Transaction occurs prior to the Initial Exercise Date.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of an ADS, as the case may be. For purposes of this Section 3, the number of ADSs deemed to be issued and outstanding as of a given date shall be the sum of the number of ADSs (excluding treasury shares, if any) issued and outstanding.

g) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant ADSs and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Ordinary Shares or ADSs, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Ordinary Shares or ADSs, (C) the Company shall authorize the granting to all holders of the Ordinary Shares or ADSs rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any shareholders of the Company shall be required in connection with any reclassification of the Ordinary Shares or ADSs, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Ordinary Shares are converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Ordinary Shares or ADSs of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Ordinary Shares (including Warrant Shares underlying Warrant ADSs) of record shall be entitled to exchange their Ordinary Shares for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Report on Form 6-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

h) Voluntary Adjustment By Company . Subject to the rules and regulations of the Trading Market, the Company may at any time during the term of this Warrant, subject to the prior written consent of the Holder, reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

Section 4. Transfer of Warrant.

a) Transferability. This Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in

accordance herewith, may be exercised by a new holder for the purchase of Warrant ADSs without having a new Warrant issued. Any requested transfer of Warrants shall be accompanied by reasonable evidence of authority of the party making such request that may be required by the Warrant Agent, including a guaranty of signature by an "eligible guarantor institution" that is a member or participant in the Securities Transfer Agents Medallion Program or other comparable "signature guarantee program."

b) New Warrants. If this Warrant is not held in global form through DTC (or any successor depositary), this Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant ADSs issuable pursuant thereto.

c) Warrant Register. The Warrant Agent shall register this Warrant, upon records to be maintained by the Warrant Agent for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company and the Warrant Agent may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. Without limiting any rights of a Holder to receive Warrant ADSs on a "cashless exercise" pursuant to Section 2(c) or to receive cash payments pursuant to Section 2(d)(i) and Section 2(d)(iv) herein, in no event shall the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it and the Warrant Agent of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant ADSs, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall include the posting of an open penalty surety bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.[4]

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, its directors will have authority to allot a sufficient number of shares to provide for the issuance of the Warrant ADSs and the underlying Ordinary Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the Warrant Shares needed for the Depositary to issue the necessary Warrant ADSs upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares and Warrant ADSs and the underlying Ordinary Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the applicable Trading Market upon which the ADSs and Ordinary Shares may be listed. The Company covenants that all Warrant ADSs and the underlying Ordinary Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant ADSs in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than any transfer restrictions and taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its articles of association or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant ADSs above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant ADSs and the underlying Ordinary Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant ADSs for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York[5], without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Warrant (whether brought against a party hereto or their respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If either party shall commence an action, suit or proceeding to enforce any provisions of this Warrant, the prevailing party in such action, suit or proceeding shall be reimbursed by the other party for their reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding. **Notwithstanding the foregoing, this exclusive forum provision shall not apply to suits brought to enforce a duty or liability created by the Exchange Act, any other claim for which the federal courts have exclusive jurisdiction or any complaint asserting a cause of action arising under the Securities Act against us or any of our directors, officers, other employees or agents. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder.**

f) Restrictions. The Holder acknowledges that the Warrant ADSs acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Exercise, shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Company, at Galieïstraat 15, 3029AL, Rotterdam, Netherlands, Chief Executive Officer, Richard Hardiman, email address: [●], or such other email address or address as the Company may specify for such purposes by notice to the Holders. Any and all notices or other communications or deliveries to be provided by the Company hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or address of such Holder appearing on the books of the Company. Any and all notices or other communications or deliveries to be provided hereunder to the Warrant Agent shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to the Warrant Agent in accordance with [Section __] of the Warrant Agency Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the time of transmission, if such notice or communication is delivered via e-mail at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 6-K.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant ADSs, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any ADSs or Ordinary Shares or as a shareholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance by the Company of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant ADSs.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, the Holder of the beneficial owner of this Warrant, and the Warrant Agent.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

o) Warrant Agency Agreement. To the extent any provision of this Warrant conflicts with the express provisions of the Warrant Agency Agreement, the provisions of the Warrant Agency Agreement shall govern and be controlling.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

RANMARINE TECHNOLOGY B.V.

By: _____
Name:
Title:

COMPUTERSHARE INC.
COMPUTERSHARE TRUST COMPANY, N.A.

By: _____
Name:
Title:

NOTICE OF EXERCISE

TO: RANMARINE TECHNOLOGY B.V.

(1) The undersigned hereby elects to purchase _____ Warrant ADSs of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

☐ in lawful money of the United States; or

☐ if permitted the cancellation of such number of Warrant ADSs as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant ADSs purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please register and issue said Warrant ADSs in the name of the undersigned or in such other name as is specified below:

The Warrant ADSs shall be delivered to the following DWAC Account Number or by physical delivery of a certificate to:

(4) Accredited Investor. If the Warrant is being exercised via cash exercise, the undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended

[SIGNATURE OF HOLDER]

Name of Investing Entity:

Signature of Authorized Signatory of Investing Entity:

Name of Authorized Signatory:

Title of Authorized Signatory:

Date:

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant.)

FOR VALUE RECEIVED, [ ] all of or [ ] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name:

Address:

(Please Print)

Phone Number:

Email Address:

Dated:_____ ___, _____

Holder's Signature: _____

Holder's Address: _____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

Exhibit 4.6

RANMARINE B.V.

AND

THE BANK OF NEW YORK MELLON

As Depositary

AND

OWNERS AND HOLDERS OF AMERICAN DEPOSITARY SHARES

Deposit Agreement

_____, 2024

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DEPOSIT AGREEMENT

DEPOSIT AGREEMENT dated as of _____, 2024 among RANMARINE B.V., a company incorporated under the laws of The Netherlands (herein called the Company), THE BANK OF NEW YORK MELLON, a New York banking corporation (herein called the Depositary), and all Owners and Holders (each as hereinafter defined) from time to time of American Depositary Shares issued hereunder.

W I T N E S S E T H:

WHEREAS, the Company desires to provide, as set forth in this Deposit Agreement, for the deposit of Shares (as hereinafter defined) of the Company from time to time with the Depositary or with the Custodian (as hereinafter defined) under this Deposit Agreement, for the creation of American Depositary Shares representing the Shares so deposited and for the execution and delivery of American Depositary Receipts evidencing the American Depositary Shares; and

WHEREAS, the American Depositary Receipts are to be substantially in the form of Exhibit A annexed to this Deposit Agreement, with appropriate insertions, modifications and omissions, as set forth in this Deposit Agreement;

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

ARTICLE 1. DEFINITIONS

The following definitions shall for all purposes, unless otherwise clearly indicated, apply to the respective terms used in this Deposit Agreement:

SECTION 1.1. American Depositary Shares.

The term "American Depositary Shares" shall mean the securities created under this Deposit Agreement representing rights with respect to the Deposited Securities. American Depositary Shares may be certificated securities evidenced by Receipts or uncertificated securities. The form of Receipt annexed as Exhibit A to this Deposit Agreement shall be the prospectus required under the Securities Act of 1933 for sales of both certificated and uncertificated American Depositary Shares. Except for those provisions of this Deposit Agreement that refer specifically to Receipts, all the provisions of this Deposit Agreement shall apply to both certificated and uncertificated American Depositary Shares.

Each American Depositary Share shall represent the number of Shares specified in Exhibit A to this Deposit Agreement, except that, if there is a distribution upon Deposited Securities covered by Section 4.3, a change in Deposited Securities covered by Section 4.8 with respect to which additional American Depositary Shares are not delivered or a sale of Deposited Securities under Section 3.2 or 4.8, each American Depositary Share shall thereafter represent the amount of Shares or other Deposited Securities that are then on deposit per American Depositary Share after giving effect to that distribution, change or sale.

SECTION 1.2. Commission.

The term "Commission" shall mean the Securities and Exchange Commission of the United States or any successor governmental agency in the United States.

SECTION 1.3. Company.

The term "Company" shall mean Ranmarine B.V., a company incorporated under the laws of The Netherlands, and its successors.

SECTION 1.4. Custodian.

The term "Custodian" shall mean ING Bank N.V., as custodian for the Depositary in The Netherlands for the purposes of this Deposit Agreement, and any other firm or corporation the Depositary appoints under Section 5.5 as a substitute or additional custodian under this Deposit Agreement, and shall also mean all of them collectively.

SECTION 1.5. Deliver; Surrender.

(a) The term "deliver", or its noun form, when used with respect to Shares or other Deposited Securities, shall mean (i) book-entry transfer of those Shares or other Deposited Securities to an account maintained by an institution authorized under applicable law to effect transfers of such securities designated by the person entitled to that delivery or (ii) physical transfer of certificates evidencing those Shares or other Deposited Securities registered in the name of, or duly endorsed or accompanied by proper instruments of transfer to, the person entitled to that delivery.

(b) The term "deliver", or its noun form, when used with respect to American Depositary Shares, shall mean (i) registration of those American Depositary Shares in the name of DTC or its nominee and book-entry transfer of those American Depositary Shares to an account at DTC designated by the person entitled to that delivery, (ii) registration of those American Depositary Shares not evidenced by a Receipt on the books of the Depositary in the name requested by the person entitled to that delivery and mailing to that person of a statement confirming that registration or (iii) if requested by the person entitled to that delivery, execution and delivery at the Depositary's Office to the person entitled to that delivery of one or more Receipts evidencing those American Depositary Shares registered in the name requested by that person.

(c) The term "surrender", when used with respect to American Depositary Shares, shall mean (i) one or more book-entry transfers of American Depositary Shares to the DTC account of the Depositary, (ii) delivery to the Depositary at its Office of an instruction to surrender American Depositary Shares not evidenced by a Receipt or (iii) surrender to the Depositary at its Office of one or more Receipts evidencing American Depositary Shares.

SECTION 1.6. Deposit Agreement.

The term "Deposit Agreement" shall mean this Deposit Agreement, as it may be amended from time to time in accordance with the provisions of this Deposit Agreement.

SECTION 1.7. Depositary; Depositary's Office.

The term "Depositary" shall mean The Bank of New York Mellon, a New York banking corporation, and any successor as depositary under this Deposit Agreement. The term "Office", when used with respect to the Depositary, shall mean the office at which its depositary receipts business is administered, which, at the date of this Deposit Agreement, is located at 240 Greenwich Street, New York, New York 10286.

SECTION 1.8. Deposited Securities.

The term "Deposited Securities" as of any time shall mean Shares at such time deposited or deemed to be deposited under this Deposit Agreement, including without limitation, Shares that have not been successfully delivered upon surrender of American Depositary Shares, and any and all other securities, property and cash received by the Depositary or the Custodian in respect of Deposited Securities and at that time held under this Deposit Agreement.

SECTION 1.9. Disseminate.

The term "Disseminate," when referring to a notice or other information to be sent by the Depositary to Owners, shall mean (i) sending that information to Owners in paper form by mail or another means or (ii) with the consent of Owners, another procedure that has the effect of making the information available to Owners, which may include (A) sending the information by electronic mail or electronic messaging or (B) sending in paper form or by electronic mail or messaging a statement that the information is available and may be accessed by the Owner on an Internet website and that it will be sent in paper form upon request by the Owner, when that information is so available and is sent in paper form as promptly as practicable upon request.

SECTION 1.10. Dollars.

The term "Dollars" shall mean United States dollars.

SECTION 1.11. DTC.

The term "DTC" shall mean The Depository Trust Company or its successor.

SECTION 1.12. Foreign Registrar.

The term "Foreign Registrar" shall mean the entity that carries out the duties of registrar for the Shares and any other agent of the Company for the transfer and registration of Shares, including, without limitation, any securities depository for the Shares.

SECTION 1.13. Holder.

The term "Holder" shall mean any person holding a Receipt or a security entitlement or other interest in American Depositary Shares, whether for its own account or for the account of another person, but that is not the Owner of that Receipt or those American Depositary Shares.

SECTION 1.14. Owner.

The term "Owner" shall mean the person in whose name American Depositary Shares are registered on the books of the Depositary maintained for that purpose.

SECTION 1.15. Receipts.

The term "Receipts" shall mean the American Depositary Receipts issued under this Deposit Agreement evidencing certificated American Depositary Shares, as the same may be amended from time to time in accordance with the provisions of this Deposit Agreement.

SECTION 1.16. Registrar.

The term "Registrar" shall mean any corporation or other entity that is appointed by the Depositary to register American Depositary Shares and transfers of American Depositary Shares as provided in this Deposit Agreement.

SECTION 1.17. Replacement.

The term "Replacement" shall have the meaning assigned to it in Section 4.8.

SECTION 1.18. Restricted Securities.

The term "Restricted Securities" shall mean Shares that (i) are "restricted securities," as defined in Rule 144 under the Securities Act of 1933, except for Shares that could be resold in reliance on Rule 144 without any conditions, (ii) are beneficially owned by an officer, director (or person performing similar functions) or other affiliate of the Company, (iii) otherwise would require registration under the Securities Act of 1933 in connection with the public offer and sale thereof in the United States or (iv) are subject to other restrictions on sale or deposit under the laws of The Netherlands, a shareholder agreement or the articles of association or similar document of the Company.

SECTION 1.19. Securities Act of 1933.

The term "Securities Act of 1933" shall mean the United States Securities Act of 1933, as from time to time amended.

SECTION 1.20. Shares.

The term "Shares" shall mean [ordinary] shares of the Company that are validly issued and outstanding, fully paid and nonassessable and that were not issued in violation of any pre-emptive or similar rights of the holders of outstanding securities of the Company; provided, however, that, if there shall occur any change in nominal or par value, a split-up or consolidation or any other reclassification or, upon the occurrence of an event described in Section 4.8, an exchange or conversion in respect of the Shares of the Company, the term "Shares" shall thereafter also mean the successor securities resulting from such change in nominal value, split-up or consolidation or such other reclassification or such exchange or conversion.

SECTION 1.21. SWIFT.

The term "SWIFT" shall mean the financial messaging network operated by the Society for Worldwide Interbank Financial Telecommunication, or its successor.

SECTION 1.22. Termination Option Event.

The term "Termination Option Event" shall mean any of the following events or conditions:

(i) the Company institutes proceedings to be adjudicated as bankrupt or insolvent, consents to the institution of bankruptcy or insolvency proceedings against it, files a petition or answer or consent seeking reorganization or relief under any applicable law in respect of bankruptcy or insolvency, consents to the filing of any petition of that kind or to the appointment of a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of it or any substantial part of its property or makes an assignment for the benefit of creditors, or if information becomes publicly available indicating that unsecured claims against the Company are not expected to be paid;

(ii) the Shares are delisted, or the Company announces its intention to delist the Shares, from a stock exchange outside the United States, and the Company has not applied to list the Shares on any other stock exchange outside the United States;

(iii) the American Depositary Shares are delisted from a stock exchange in the United States on which the American Depositary Shares were listed and, 30 days after that delisting, the American Depositary Shares have not been listed on another stock exchange in the United States, nor is there a symbol available for over-the-counter trading of the American Depositary Shares in the United States;

(iv) the Depositary has received notice of facts that indicate, or otherwise has reason to believe, that the American Depositary Shares have become, or with the passage of time will become, ineligible for registration on Form F-6 under the Securities Act of 1933; or

(v) an event or condition that is defined as a Termination Option Event in Section 4.1, 4.2 or 4.8.

ARTICLE 2. FORM OF RECEIPTS, DEPOSIT OF SHARES, DELIVERY, TRANSFER AND SURRENDER OF AMERICAN DEPOSITARY SHARES

SECTION 2.1. Form of Receipts; Registration and Transferability of American Depositary Shares.

Definitive Receipts shall be substantially in the form set forth in Exhibit A to this Deposit Agreement, with appropriate insertions, modifications and omissions, as permitted under this Deposit Agreement. No Receipt shall be entitled to any benefits under this Deposit Agreement or be valid or obligatory for any purpose, unless that Receipt has been (i) executed by the Depositary by the manual signature of a duly authorized officer of the Depositary or (ii) executed by the facsimile signature of a duly authorized officer of the Depositary and countersigned by the manual signature of a duly authorized signatory of the Depositary or the Registrar or a co-registrar. The Depositary shall maintain books on which (x) each Receipt so executed and delivered as provided in this Deposit Agreement and each transfer of that Receipt and (y) all American Depositary Shares delivered as provided in this Deposit Agreement and all registrations of transfer of American Depositary Shares, shall be registered. A Receipt bearing the facsimile signature of a person that was at any time a proper officer of the Depositary shall, subject to the other provisions of this paragraph, bind the Depositary, even if that person was not a proper officer of the Depositary on the date of issuance of that Receipt.

The Receipts and statements confirming registration of American Depositary Shares may have incorporated in or attached to them such legends or recitals or modifications not inconsistent with the provisions of this Deposit Agreement as may be required by the Depositary or required to comply with any applicable law or regulations thereunder or with the rules and regulations of any securities exchange upon which American Depositary Shares may be listed or to conform with any usage with respect

thereto, or to indicate any special limitations or restrictions to which any particular Receipts and American Depositary Shares are subject by reason of the date of issuance of the underlying Deposited Securities or otherwise.

American Depositary Shares evidenced by a Receipt, when the Receipt is properly endorsed or accompanied by proper instruments of transfer, shall be transferable as certificated registered securities under the laws of the State of New York. American Depositary Shares not evidenced by Receipts shall be transferable as uncertificated registered securities under the laws of the State of New York. The Depositary, notwithstanding any notice to the contrary, may treat the Owner of American Depositary Shares as the absolute owner thereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in this Deposit Agreement and for all other purposes, and neither the Depositary nor the Company shall have any obligation or be subject to any liability under this Deposit Agreement to any Holder of American Depositary Shares (but only to the Owner of those American Depositary Shares).

SECTION 2.2. Deposit of Shares.

Subject to the terms and conditions of this Deposit Agreement, Shares or evidence of rights to receive Shares may be deposited under this Deposit Agreement by delivery thereof to any Custodian, accompanied by any appropriate instruments or instructions for transfer, or endorsement, in form satisfactory to the Custodian.

As conditions of accepting Shares for deposit, the Depositary may require (i) any certification required by the Depositary or the Custodian in accordance with the provisions of this Deposit Agreement, (ii) a written order directing the Depositary to deliver to, or upon the written order of, the person or persons stated in that order American Depositary Shares representing those deposited Shares, (iii) evidence satisfactory to the Depositary that those Shares have been re-registered in the books of the Company or the Foreign Registrar in the name of the Depositary, a Custodian or a nominee of the Depositary or a Custodian, (iv) evidence satisfactory to the Depositary that any necessary approval for the transfer or deposit has been granted by any governmental body in each applicable jurisdiction and (v) an agreement or assignment, or other instrument satisfactory to the Depositary, that provides for the prompt transfer to the Custodian of any dividend, or right to subscribe for additional Shares or to receive other property, that any person in whose name those Shares are or have been recorded may thereafter receive upon or in respect of those Shares, or, in lieu thereof, such agreement of indemnity or other agreement as shall be satisfactory to the Depositary.

At the request and risk and expense of a person proposing to deposit Shares, and for the account of that person, the Depositary may receive certificates for Shares to be deposited, together with the other instruments specified in this Section, for the purpose of forwarding those Share certificates to the Custodian for deposit under this Deposit Agreement.

The Depositary shall instruct each Custodian that, upon each delivery to a Custodian of a certificate or certificates for Shares to be deposited under this Deposit Agreement, together with the other documents specified in this Section, that Custodian shall, as soon as transfer and recordation can be accomplished, present that certificate or those certificates to the Company or the Foreign Registrar, if applicable, for transfer and recordation of the Shares being deposited in the name of the Depositary or its nominee or that Custodian or its nominee.

Deposited Securities shall be held by the Depositary or by a Custodian for the account and to the order of the Depositary or at such other place or places as the Depositary shall determine.

SECTION 2.3. Delivery of American Depositary Shares.

The Depositary shall instruct each Custodian that, upon receipt by that Custodian of any deposit pursuant to Section 2.2, together with the other documents or evidence required under that Section, that Custodian shall notify the Depositary of that deposit and the person or persons to whom or upon whose written order American Depositary Shares are deliverable in respect thereof. Upon receiving a notice of a deposit from a Custodian, or upon the receipt of Shares or evidence of the right to receive Shares by the Depositary, the Depositary, subject to the terms and conditions of this Deposit Agreement, shall deliver, to or upon the order of the person or persons entitled thereto, the number of American Depositary Shares issuable in respect of that deposit, but only upon payment to the Depositary of the fees and expenses of the Depositary for the delivery of those American Depositary Shares as provided in Section 5.9, and of all taxes and governmental charges and fees payable in connection with that deposit and the transfer of the deposited Shares. However, the Depositary shall deliver only whole numbers of American Depositary Shares.

SECTION 2.4. Registration of Transfer of American Depositary Shares; Combination and Split-up of Receipts; Interchange of Certificated and Uncertificated American Depositary Shares.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall register a transfer of American Depositary Shares on its transfer books upon (i) in the case of certificated American Depositary Shares, surrender of the Receipt evidencing those American Depositary Shares, by the Owner or by a duly authorized attorney, properly endorsed or accompanied by proper instruments of transfer or (ii) in the case of uncertificated American Depositary Shares, receipt from the Owner of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.9), and, in either case, duly stamped as may be required by the laws of the State of New York and of the United States of America. Upon registration of a transfer, the Depositary shall deliver the transferred American Depositary Shares to or upon the order of the person entitled thereto.

The Depositary, subject to the terms and conditions of this Deposit Agreement, shall upon surrender of a Receipt or Receipts for the purpose of effecting a split-up or combination of such Receipt or Receipts, execute and deliver a new Receipt or Receipts for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as the Receipt or Receipts surrendered.

The Depositary, upon surrender of certificated American Depositary Shares for the purpose of exchanging for uncertificated American Depositary Shares, shall cancel the Receipt evidencing those certificated American Depositary Shares and send the Owner a statement confirming that the Owner is the owner of the same number of uncertificated American Depositary Shares. The Depositary, upon receipt of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.9) from the Owner of uncertificated American Depositary Shares for the purpose of exchanging for certificated American Depositary Shares, shall cancel those uncertificated American Depositary Shares and register and deliver to the Owner a Receipt evidencing the same number of certificated American Depositary Shares.

The Depositary may appoint one or more co-transfer agents for the purpose of effecting registration of transfers of American Depositary Shares and combinations and split-ups of Receipts at designated transfer offices on behalf of the Depositary. In carrying out its functions, a co-transfer agent may require evidence of authority and compliance with applicable laws and other requirements by Owners or persons entitled to American Depositary Shares and will be entitled to protection and indemnity to the same extent as the Depositary.

SECTION 2.5. Surrender of American Depositary Shares and Withdrawal of Deposited Securities.

Upon surrender of American Depositary Shares for the purpose of withdrawal of the Deposited Securities represented thereby and payment of the fee of the Depositary for the surrender of American Depositary Shares as provided in Section 5.9 and payment of all taxes and governmental charges payable in connection with that surrender and withdrawal of the Deposited Securities, and subject to the terms and conditions of this Deposit Agreement, the Owner of those American Depositary Shares shall be entitled to

delivery (to the extent delivery can then be lawfully and practicably made), to or as instructed by that Owner, of the amount of Deposited Securities at the time represented by those American Depositary Shares, but not any money or other property as to which a record date for distribution to Owners has passed (since money or other property of that kind will be delivered or paid on the scheduled payment date to the Owner as of that record date), and except that the Depositary shall not be required to accept surrender of American Depositary Shares for the purpose of withdrawal to the extent it would require delivery of a fraction of a Deposited Security. That delivery shall be made, as provided in this Section, without unreasonable delay.

As a condition of accepting a surrender of American Depositary Shares for the purpose of withdrawal of Deposited Securities, the Depositary may require (i) that each surrendered Receipt be properly endorsed in blank or accompanied by proper instruments of transfer in blank and (ii) that the surrendering Owner execute and deliver to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be delivered to or upon the written order of a person or persons designated in that order.

Thereupon, the Depositary shall direct the Custodian to deliver, subject to Sections 2.6, 3.1 and 3.2, the other terms and conditions of this Deposit Agreement and local market rules and practices, to the surrendering Owner or to or upon the written order of the person or persons designated in the order delivered to the Depositary as above provided, the amount of Deposited Securities represented by the surrendered American Depositary Shares, and the Depositary may charge the surrendering Owner a fee and its expenses for giving that direction by cable (including SWIFT) or facsimile transmission. The Company agrees not to prevent, hinder or unreasonably delay any lawful delivery or registration of transfer of Deposited Securities upon surrender of American Depositary Shares for the purpose of withdrawal.

If Deposited Securities are delivered physically upon surrender of American Depositary Shares for the purpose of withdrawal, that delivery will be made at the Custodian's office, except that, at the request, risk and expense of an Owner surrendering American Depositary Shares for withdrawal of Deposited Securities, and for the account of that Owner, the Depositary shall direct the Custodian to forward any cash or other property comprising, and forward a certificate or certificates, if applicable, and other proper documents of title, if any, for, the Deposited Securities represented by the surrendered American Depositary Shares to the Depositary for delivery at the Depositary's Office or to another address specified in the order received from the surrendering Owner.

SECTION 2.6. Limitations on Delivery, Registration of Transfer and Surrender of American Depositary Shares.

As a condition precedent to the delivery, registration of transfer or surrender of any American Depositary Shares or split-up or combination of any Receipt or withdrawal of any Deposited Securities, the Depositary, Custodian or Registrar may require payment from the depositor of Shares or the presenter of the Receipt or instruction for registration of transfer or surrender of American Depositary Shares not evidenced by a Receipt of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees as provided in this Deposit Agreement, may require the production of proof satisfactory to it as to the identity and genuineness of any signature and may also require compliance with any regulations the Depositary may establish consistent with the provisions of this Deposit Agreement, including, without limitation, this Section 2.6.

The Depositary may refuse to accept deposits of Shares for delivery of American Depositary Shares or to register transfers of American Depositary Shares in particular instances, or may suspend deposits of Shares or registration of transfer generally, whenever it or the Company considers it necessary or advisable to do so. The Depositary may refuse surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities in particular instances, or may suspend surrenders for the purpose of withdrawal generally, but, notwithstanding anything to the contrary in this Deposit Agreement, only for (i) temporary delays caused by closing of the Depositary's register or the register of holders of Shares maintained by the Company or the Foreign Registrar, or the deposit of Shares, in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the American Depositary Shares or to the withdrawal of the Deposited Securities or (iv) any other reason that, at the time, is permitted under paragraph I(A)(1) of the General Instructions to Form F-6 under the Securities Act of 1933 or any successor to that provision.

The Depositary shall not knowingly accept for deposit under this Deposit Agreement any Shares that, at the time of deposit, are Restricted Securities.

SECTION 2.7. Lost Receipts, etc.

If a Receipt is mutilated, destroyed, lost or stolen, the Depositary shall deliver to the Owner the American Depositary Shares evidenced by that Receipt in uncertificated form or, if requested by the Owner, execute and deliver a new Receipt of like tenor in exchange and substitution for such mutilated Receipt, upon surrender and cancellation of that mutilated Receipt, or in lieu of and in substitution for that destroyed, lost or stolen Receipt. However, before the Depositary will deliver American Depositary Shares in uncertificated form or execute and deliver a new Receipt, in substitution for a destroyed, lost or stolen Receipt, the Owner must (a) file with the Depositary (i) a request for that replacement before the Depositary has notice that the Receipt has been acquired by a bona fide purchaser and (ii) a sufficient indemnity bond and (b) satisfy any other reasonable requirements imposed by the Depositary.

SECTION 2.8. Cancellation and Destruction of Surrendered Receipts.

The Depositary shall cancel all Receipts surrendered to it and is authorized to destroy Receipts so cancelled.

SECTION 2.9. DTC Direct Registration System and Profile Modification System.

(a) Notwithstanding the provisions of Section 2.4, the parties acknowledge that DTC's Direct Registration System ("DRS") and Profile Modification System ("Profile") apply to the American Depositary Shares upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC that facilitates interchange between registered holding of uncertificated securities and holding of security entitlements in those securities through DTC and a DTC participant. Profile is a required feature of DRS that allows a DTC participant, claiming to act on behalf of an Owner of American Depositary Shares, to direct the Depositary to register a transfer of those American Depositary Shares to DTC or its nominee and to deliver those American Depositary Shares to the DTC account of that DTC participant without receipt by the Depositary of prior authorization from the Owner to register that transfer.

(b) In connection with DRS/Profile, the parties acknowledge that the Depositary will not determine whether the DTC participant that is claiming to be acting on behalf of an Owner in requesting a registration of transfer and delivery as described in paragraph (a) above has the actual authority to act on behalf of that Owner (notwithstanding any requirements under the Uniform Commercial Code). For the avoidance of doubt, the provisions of Sections 5.3 and 5.8 apply to the matters arising from the use of the DRS/Profile. The parties agree that the Depositary's reliance on and compliance with instructions received by the Depositary through the DRS/Profile system and otherwise in accordance with this Deposit Agreement shall not constitute negligence or bad faith on the part of the Depositary.

ARTICLE 3. CERTAIN OBLIGATIONS OF OWNERS AND HOLDERS OF AMERICAN DEPOSITARY SHARES

SECTION 3.1. Filing Proofs, Certificates and Other Information.

Any person presenting Shares for deposit or any Owner or Holder may be required from time to time to file with the Depositary or the Custodian such proof of citizenship or residence, exchange control approval, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depositary may deem necessary or proper. The Depositary may withhold the delivery or registration of transfer of American Depositary Shares, the distribution of any dividend or other distribution or of the proceeds thereof or the delivery of any Deposited Securities until that proof or other information is filed or those certificates are executed or those representations and warranties are made.

SECTION 3.2. Liability of Owner for Taxes.

If any tax or other governmental charge shall become payable by the Custodian or the Depositary with respect to or in connection with any American Depositary Shares or any Deposited Securities represented by any American Depositary Shares or in connection with a transaction to which Section 4.8 applies, that tax or other governmental charge shall be payable by the Owner of those American Depositary Shares to the Depositary. The Depositary may refuse to register any transfer of those American Depositary Shares or any withdrawal of Deposited Securities represented by those American Depositary Shares until that payment is made, and may withhold any dividends or other distributions or the proceeds thereof, or may sell for the account of the Owner any part or all of the Deposited Securities represented by those American Depositary Shares and apply those dividends or other distributions or the net proceeds of any sale of that kind in payment of that tax or other governmental charge but, even after a sale of that kind, the Owner of those American Depositary Shares shall remain liable for any deficiency. The Depositary shall distribute any net proceeds of a sale made under this Section that are not used to pay taxes or governmental charges to the Owners entitled to them in accordance with Section 4.1. If the number of Shares represented by each American Depositary Share decreases as a result of a sale of Deposited Securities under this Section, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

SECTION 3.3. Warranties on Deposit of Shares.

Every person depositing Shares under this Deposit Agreement shall be deemed thereby to represent and warrant that those Shares and each certificate therefor, if applicable, are validly issued, fully paid and nonassessable and were not issued in violation of any preemptive or similar rights of the holders of outstanding securities of the Company and that the person making that deposit is duly authorized so to do. Every depositing person shall also be deemed to represent that the Shares, at the time of deposit, are not Restricted Securities. All representations and warranties deemed made under this Section shall survive the deposit of Shares and delivery of American Depositary Shares.

SECTION 3.4. Disclosure of Interests.

When required in order to comply with applicable laws and regulations or the articles of association or similar document of the Company, the Company may from time to time request each Owner and Holder to provide to the Depositary information relating to: (a) the capacity in which it holds American Depositary Shares, (b) the identity of any Holders or other persons or entities then or previously interested in those American Depositary Shares and the nature of those interests and (c) any other matter where disclosure of such matter is required for that compliance. Each Owner and Holder agrees to provide all information known to it in response to a request made pursuant to this Section. Each Holder consents to the disclosure by the Depositary and the Owner or any other Holder through which it holds American Depositary Shares, directly or indirectly, of all information responsive to a request made pursuant to this Section relating to that Holder that is known to that Owner or other Holder. The Depositary agrees to use reasonable efforts to comply with written instructions requesting that the Depositary forward any request authorized under this Section to the Owners and to forward to the Company any responses it receives in response to that request. The Depositary may charge the Company a fee and its expenses for complying with requests under this Section 3.4.

ARTICLE 4. THE DEPOSITED SECURITIES

SECTION 4.1. Cash Distributions.

Whenever the Depositary receives any cash dividend or other cash distribution on Deposited Securities, the Depositary shall, subject to the provisions of Section 4.5, convert that dividend or other distribution into Dollars and distribute the amount thus received (net of the fees and expenses of the Depositary as provided in Section 5.9) to the Owners entitled thereto, in proportion to the number of American Depositary Shares representing those Deposited Securities held by them respectively; provided, however, that if the Custodian or the Depositary shall be required to withhold and does withhold from that cash dividend or other cash distribution an amount on account of taxes or other governmental charges, the amount distributed to the Owners of the American Depositary Shares representing those Deposited Securities shall be reduced accordingly. However, the Depositary will not pay any Owner a fraction of one cent, but will round each Owner's entitlement to the nearest whole cent.

The Company or its agent will remit to the appropriate governmental agency in each applicable jurisdiction all amounts withheld and owing to such agency.

If a cash distribution would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may:

(i) require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that cash distribution; or

(ii) sell all Deposited Securities other than the subject cash distribution and add any net cash proceeds of that sale to the cash distribution, call for surrender of all those American Depositary Shares and require that surrender as a condition of making that cash distribution.

If the Depositary acts under this paragraph, that action shall also be a Termination Option Event.

SECTION 4.2. Distributions Other Than Cash, Shares or Rights.

Subject to the provisions of Sections 4.11 and 5.9, whenever the Depositary receives any distribution other than a distribution described in Section 4.1, 4.3 or 4.4 on Deposited Securities (but not in exchange for or in conversion or in lieu of Deposited Securities), the Depositary shall cause the securities or property received by it to be distributed to the Owners entitled thereto, after deduction or upon payment of any fees and expenses of the Depositary and any taxes or other governmental charges, in proportion to the number of American Depositary Shares representing such Deposited Securities held by them respectively, in any manner that the Depositary deems equitable and practicable for accomplishing that distribution (which may be a distribution of depositary shares representing the securities received); provided, however, that if in the opinion of the Depositary such distribution cannot be made proportionately among the Owners entitled thereto, or if for any other reason (including, but not limited to, any requirement that the Company or the Depositary withhold an amount on account of taxes or other governmental charges or that securities received must be registered under the

Securities Act of 1933 in order to be distributed to Owners or Holders) the Depositary deems such distribution not to be lawful and feasible, the Depositary may adopt such other method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and distribution of the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Section 5.9) to the Owners entitled thereto, all in the manner and subject to the conditions set forth in Section 4.1. The Depositary may withhold any distribution of securities under this Section 4.2 if it has not received satisfactory assurances from the Company that the distribution does not require registration under the Securities Act of 1933. The Depositary may sell, by public or private sale, an amount of securities or other property it would otherwise distribute under this Section 4.2 that is sufficient to pay its fees and expenses in respect of that distribution.

If a distribution to be made under this Section 4.2 would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may:

(i) require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that distribution; or

(ii) sell all Deposited Securities other than the subject distribution and add any net cash proceeds of that sale to the distribution, call for surrender of all those American Depositary Shares and require that surrender as a condition of making that distribution.

If the Depositary acts under this paragraph, that action shall also be a Termination Option Event.

SECTION 4.3. Distributions in Shares.

Whenever the Depositary receives any distribution on Deposited Securities consisting of a dividend in, or free distribution of, Shares, the Depositary may deliver to the Owners entitled thereto, in proportion to the number of American Depositary Shares representing those Deposited Securities held by them respectively, an aggregate number of American Depositary Shares representing the amount of Shares received as that dividend or free distribution, subject to the terms and conditions of this Deposit Agreement with respect to the deposit of Shares and issuance of American Depositary Shares, including withholding of any tax or governmental charge as provided in Section 4.11 and payment of the fees and expenses of the Depositary as provided in Section 5.9 (and the Depositary may sell, by public or private sale, an amount of the Shares received (or American Depositary Shares representing those Shares) sufficient to pay its fees and expenses in respect of that distribution). In lieu of delivering fractional American Depositary Shares, the Depositary may sell the amount of Shares represented by the aggregate of those fractions (or American Depositary Shares representing those Shares) and distribute the net proceeds, all in the manner and subject to the conditions described in Section 4.1. If and to the extent that additional American Depositary Shares are not delivered and Shares or American Depositary Shares are not sold, each American Depositary Share shall thenceforth also represent the additional Shares distributed on the Deposited Securities represented thereby.

If the Company declares a distribution in which holders of Deposited Securities have a right to elect whether to receive cash, Shares or other securities or a combination of those things, or a right to elect to have a distribution sold on their behalf, the Depositary may, after consultation with the Company, make that right of election available for exercise by Owners in any manner the Depositary considers to be lawful and practical. As a condition of making a distribution election right available to Owners, the Depositary may require satisfactory assurances from the Company that doing so does not require registration of any securities under the Securities Act of 1933 that has not been effected.

SECTION 4.4. Rights.

(a) If rights are granted to the Depositary in respect of deposited Shares to purchase additional Shares or other securities, the Company and the Depositary shall endeavor to consult as to the actions, if any, the Depositary should take in connection with that grant of rights. The Depositary may, to the extent deemed by it to be lawful and practical (i) if requested in writing by the Company, grant to all or certain Owners rights to instruct the Depositary to purchase the securities to which the rights relate and deliver those securities or American Depositary Shares representing those securities to Owners, (ii) if requested in writing by the Company, deliver the rights to or to the order of certain Owners, or (iii) sell the rights to the extent practicable and distribute the net proceeds of that sale to Owners entitled to those proceeds. To the extent rights are not exercised, delivered or disposed of under (i), (ii) or (iii) above, the Depositary shall permit the rights to lapse unexercised.

(b) If the Depositary will act under (a)(i) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon instruction from an applicable Owner in the form the Depositary specified and upon payment by that Owner to the Depositary of an amount equal to the purchase price of the securities to be received upon the exercise of the rights, the Depositary shall, on behalf of that Owner, exercise the rights and purchase the securities. The purchased securities shall be delivered to, or as instructed by, the Depositary. The Depositary shall (i) deposit the purchased Shares under this Deposit Agreement and deliver American Depositary Shares representing those Shares to that Owner or (ii) deliver or cause the purchased Shares or other securities to be delivered to or to the order of that Owner. The Depositary will not act under (a)(i) above unless the offer and sale of the securities to which the rights relate are registered under the Securities Act of 1933 or the Depositary has received an opinion of United States counsel that is satisfactory to it to the effect that those securities may be sold and delivered to the applicable Owners without registration under the Securities Act of 1933.

(c) If the Depositary will act under (a)(ii) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon (i) the request of an applicable Owner to deliver the rights allocable to the American Depositary Shares of that Owner to an account specified by that Owner to which the rights can be delivered and (ii) receipt of such documents as the Company and the Depositary agreed to require to comply with applicable law, the Depositary will deliver those rights as requested by that Owner.

(d) If the Depositary will act under (a)(iii) above, the Depositary will use reasonable efforts to sell the rights in proportion to the number of American Depositary Shares held by the applicable Owners and pay the net proceeds to the Owners otherwise entitled to the rights that were sold, upon an averaged or other practical basis without regard to any distinctions among such Owners because of exchange restrictions or the date of delivery of any American Depositary Shares or otherwise.

(e) Payment or deduction of the fees of the Depositary as provided in Section 5.9 and payment or deduction of the expenses of the Depositary and any applicable taxes or other governmental charges shall be conditions of any delivery of securities or payment of cash proceeds under this Section 4.4.

(f) The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make rights available to or exercise rights on behalf of Owners in general or any Owner in particular, or to sell rights.

SECTION 4.5. Conversion of Foreign Currency.

Whenever the Depositary or the Custodian receives foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities,

property or rights, and if at the time of the receipt thereof the foreign currency so received can in the judgment of the Depositary be converted on a reasonable basis into Dollars and the resulting Dollars transferred to the United States, the Depositary or one of its agents or affiliates or the Custodian shall convert or cause to be converted by sale or in any other manner that it may determine that foreign currency into Dollars, and those Dollars shall be distributed to the Owners entitled thereto. A cash distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Owners based on exchange restrictions, the date of delivery of any American Depositary Shares or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary as provided in Section 5.9.

If a conversion of foreign currency or the repatriation or distribution of Dollars can be effected only with the approval or license of any government or agency thereof, the Depositary may, but will not be required to, file an application for that approval or license.

If the Depositary determines that in its judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof that is required for such conversion is not filed or sought by the Depositary or is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency received by the Depositary to, or in its discretion may hold such foreign currency uninvested and without liability for interest thereon for the respective accounts of, the Owners entitled to receive the same.

If any conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Owners entitled thereto, the Depositary may in its discretion make that conversion and distribution in Dollars to the extent practicable and permissible to the Owners entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold that balance uninvested and without liability for interest thereon for the account of, the Owners entitled thereto.

The Depositary may convert currency itself or through any of its affiliates, or the Custodian or the Company may convert currency and pay Dollars to the Depositary. Where the Depositary converts currency itself or through any of its affiliates, the Depositary acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under this Deposit Agreement and the rate that the Depositary or its affiliate receives when buying or selling foreign currency for its own account. The Depositary makes no representation that the exchange rate used or obtained by it or its affiliate in any currency conversion under this Deposit Agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to Owners, subject to the Depositary's obligations under Section 5.3. The methodology used to determine exchange rates used in currency conversions made by the Depositary is available upon request. Where the Custodian converts currency, the Custodian has no obligation to obtain the most favorable rate that could be obtained at the time or to ensure that the method by which that rate will be determined will be the most favorable to Owners, and the Depositary makes no representation that the rate is the most favorable rate and will not be liable for any direct or indirect losses associated with the rate. In certain instances, the Depositary may receive dividends or other distributions from the Company in Dollars that represent the proceeds of a conversion of foreign currency or translation from foreign currency at a rate that was obtained or determined by or on behalf of the Company and, in such cases, the Depositary will not engage in, or be responsible for, any foreign currency transactions and neither it nor the Company makes any representation that the rate obtained or determined by the Company is the most favorable rate and neither it nor the Company will be liable for any direct or indirect losses associated with the rate.

SECTION 4.6. Fixing of Record Date.

Whenever a cash dividend, cash distribution or any other distribution is made on Deposited Securities or rights to purchase Shares or other securities are issued with respect to Deposited Securities (which rights will be delivered to or exercised or sold on behalf of Owners in accordance with Section 4.4) or the Depositary receives notice that a distribution or issuance of that kind will be made, or whenever the Depositary receives notice that a meeting of holders of Shares will be held in respect of which the Company has requested the Depositary to send a notice under Section 4.7, or whenever the Depositary will assess a fee or charge against the Owners, or whenever the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary otherwise finds it necessary or convenient, the Depositary shall fix a record date, which shall be the same as, or as near as practicable to, any corresponding record date set by the Company with respect to Shares, (a) for the determination of the Owners (i) who shall be entitled to receive the benefit of that dividend or other distribution or those rights, (ii) who shall be entitled to give instructions for the exercise of voting rights at that meeting, (iii) who shall be responsible for that fee or charge or (iv) for any other purpose for which the record date was set, or (b) on or after which each American Depositary Share will represent the changed number of Shares. Subject to the provisions of Sections 4.1 through 4.5 and to the other terms and conditions of this Deposit Agreement, the Owners on a record date fixed by the Depositary shall be entitled to receive the amount distributable by the Depositary with respect to that dividend or other distribution or those rights or the net proceeds of sale thereof in proportion to the number of American Depositary Shares held by them respectively, to give voting instructions or to act in respect of the other matter for which that record date was fixed, or be responsible for that fee or charge, as the case may be.

SECTION 4.7. Voting of Deposited Shares.

(a) Upon receipt of notice of any meeting of holders of Shares at which holders of Shares will be entitled to vote, if requested in writing by the Company, the Depositary shall, as soon as practicable thereafter, Disseminate to the Owners a notice, the form of which shall be in the sole discretion of the Depositary, that shall contain (i) the information contained in the notice of meeting received by the Depositary, (ii) a statement that the Owners as of the close of business on a specified record date will be entitled, subject to any applicable provision of Dutch law and of the articles of association or similar documents of the Company, to instruct the Depositary as to the exercise of the voting rights pertaining to the amount of Shares represented by their respective American Depositary Shares, (iii) a statement as to the manner in which those instructions may be given and (iv) the last date on which the Depositary will accept instructions (the "Instruction Cutoff Date").

(b) Upon the written request of an Owner of American Depositary Shares, as of the date of the request or, if a record date was specified by the Depositary, as of that record date, received on or before any Instruction Cutoff Date established by the Depositary, the Depositary may, and if the Depositary sent a notice under the preceding paragraph shall, endeavor, in so far as practicable, to vote or cause to be voted the amount of deposited Shares represented by those American Depositary Shares in accordance with the instructions set forth in that request. The Depositary shall not vote or attempt to exercise the right to vote that attaches to the deposited Shares other than in accordance with instructions given by Owners and received by the Depositary.

(c) There can be no assurance that Owners generally or any Owner in particular will receive the notice described in paragraph (a) above in time to enable Owners to give instructions to the Depositary prior to the Instruction Cutoff Date.

(d) In order to give Owners a reasonable opportunity to instruct the Depositary as to the exercise of voting rights relating to Shares, if the Company will request the Depositary to Disseminate a notice under paragraph (a) above, the Company shall give the Depositary notice of the meeting, details concerning the matters to be voted upon and copies of materials to be made available to holders of Shares in connection with the meeting not less than 45 days prior to the meeting date.

SECTION 4.8. Tender and Exchange Offers; Redemption, Replacement or Cancellation of Deposited Securities.

(a) The Depositary shall not tender any Deposited Securities in response to any voluntary cash tender offer, exchange offer or similar offer made to holders of Deposited Securities (a "Voluntary Offer"), except when instructed in writing to do so by an Owner surrendering American Depositary Shares and subject to any conditions or procedures the Depositary may require.

(b) If the Depositary receives a written notice that Deposited Securities have been redeemed for cash or otherwise purchased for cash in a transaction that is

mandatory and binding on the Depositary as a holder of those Deposited Securities (a "Redemption"), the Depositary, at the expense of the Company, shall (i) if required, surrender Deposited Securities that have been redeemed to the issuer of those securities or its agent on the redemption date, (ii) Disseminate a notice to Owners (A) notifying them of that Redemption, (B) calling for surrender of a corresponding number of American Depositary Shares and (C) notifying them that the called American Depositary Shares have been converted into a right only to receive the money received by the Depositary upon that Redemption and those net proceeds shall be the Deposited Securities to which Owners of those converted American Depositary Shares shall be entitled upon surrenders of those American Depositary Shares in accordance with Section 2.5 or 6.2 and (iii) distribute the money received upon that Redemption to the Owners entitled to it upon surrender by them of called American Depositary Shares in accordance with Section 2.5 (and, for the avoidance of doubt, Owners shall not be entitled to receive that money under Section 4.1). If the Redemption affects less than all the Deposited Securities, the Depositary shall call for surrender a corresponding portion of the outstanding American Depositary Shares and only those American Depositary Shares will automatically be converted into a right to receive the net proceeds of the Redemption. The Depositary shall allocate the American Depositary Shares converted under the preceding sentence among the Owners pro-rata to their respective holdings of American Depositary Shares immediately prior to the Redemption, except that the allocations may be adjusted so that no fraction of a converted American Depositary Share is allocated to any Owner. A Redemption of all or substantially all of the Deposited Securities shall be a Termination Option Event.

(c) If the Depositary is notified of or there occurs any change in nominal value or any subdivision, combination or any other reclassification of the Deposited Securities or any recapitalization, reorganization, sale of assets substantially as an entirety, merger or consolidation affecting the issuer of the Deposited Securities or to which it is a party that is mandatory and binding on the Depositary as a holder of Deposited Securities and, as a result, securities or other property have been or will be delivered in exchange, conversion, replacement or in lieu of, Deposited Securities (a "Replacement"), the Depositary shall, if required, surrender the old Deposited Securities affected by that Replacement of Shares and hold, as new Deposited Securities under this Deposit Agreement, the new securities or other property delivered to it in that Replacement. However, the Depositary may elect to sell those new Deposited Securities if in the opinion of the Depositary it is not lawful or not practical for it to hold those new Deposited Securities under this Deposit Agreement because those new Deposited Securities may not be distributed to Owners without registration under the Securities Act of 1933 or for any other reason, at public or private sale, at such places and on such terms as it deems proper and proceed as if those new Deposited Securities had been Redeemed under paragraph (b) above. A Replacement shall be a Termination Option Event.

(d) In the case of a Replacement where the new Deposited Securities will continue to be held under this Deposit Agreement, the Depositary may call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing the new Deposited Securities and the number of those new Deposited Securities represented by each American Depositary Share. If the number of Shares represented by each American Depositary Share decreases as a result of a Replacement, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

(e) If there are no Deposited Securities with respect to American Depositary Shares, including if the Deposited Securities are cancelled, or the Deposited Securities with respect to American Depositary Shares have become apparently worthless, the Depositary may call for surrender of those American Depositary Shares or may cancel those American Depositary Shares, upon notice to Owners, and that condition shall be a Termination Option Event.

SECTION 4.9. Reports.

The Depositary shall make available for inspection by Owners at its Office any reports and communications, including any proxy solicitation material, received from the Company which are both (a) received by the Depositary as the holder of the Deposited Securities and (b) made generally available to the holders of those Deposited Securities by the Company. The Company shall furnish reports and communications, including any proxy soliciting material to which this Section applies, to the Depositary in English, to the extent those materials are required to be translated into English pursuant to any regulations of the Commission.

SECTION 4.10. Lists of Owners.

As promptly as practicable upon written request by the Company, the Depositary shall, at the expense of the Company, furnish to it a list, as of a recent date, of the names, addresses and American Depositary Share holdings of all Owners.

SECTION 4.11. Withholding.

If the Depositary determines that any distribution received or to be made by the Depositary (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge that the Depositary is obligated to withhold, the Depositary may sell, by public or private sale, all or a portion of the distributed property (including Shares and rights to subscribe therefor) in the amounts and manner the Depositary deems necessary and practicable to pay those taxes or charges, and the Depositary shall distribute the net proceeds of that sale, after deduction of those taxes or charges, to the Owners entitled thereto in proportion to the number of American Depositary Shares held by them respectively.

Services for Owners and Holders that may permit them to obtain reduced rates of tax withholding at source or reclaim excess tax withheld, and the fees and costs associated with using services of that kind, are not provided under, and are outside the scope of, this Deposit Agreement.

Each Owner and Holder agrees to indemnify the Company, the Depositary, the Custodian and their respective directors, employees, agents and affiliates for, and hold each of them harmless against, any claim by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced withholding at source or other tax benefit received by it.

ARTICLE 5. THE DEPOSITARY, THE CUSTODIANS AND THE COMPANY

SECTION 5.1. Maintenance of Office and Register by the Depositary.

Until termination of this Deposit Agreement in accordance with its terms, the Depositary shall maintain facilities for the delivery, registration of transfers and surrender of American Depositary Shares in accordance with the provisions of this Deposit Agreement.

The Depositary shall keep a register of all Owners and all outstanding American Depositary Shares, which shall be open for inspection by the Owners at the Depositary's Office during regular business hours, but only for the purpose of communicating with Owners regarding the business of the Company or a matter related to this Deposit Agreement or the American Depositary Shares.

The Depositary may close the register for delivery, registration of transfer or surrender for the purpose of withdrawal from time to time as provided in Section 2.6.

If any American Depositary Shares are listed on one or more stock exchanges, the Depositary shall act as Registrar or appoint a Registrar or one or more co-registrars for registration of those American Depositary Shares in accordance with any requirements of that exchange or those exchanges.

SECTION 5.2. Prevention or Delay of Performance by the Company or the Depositary.

Neither the Depositary nor the Company nor any of their respective directors, employees, agents or affiliates shall incur any liability to any Owner or Holder:

(i) if by reason of (A) any provision of any present or future law or regulation or other act or action of the government of the United States, any State of the United States or any other state or jurisdiction, or of any governmental or regulatory authority or stock exchange; (B) (in the case of the Depositary only) any provision, present or future, of the articles of association or similar document of the Company, or any provision of any securities issued or distributed by the Company, or any offering or distribution thereof; or (C) any event or circumstance, whether natural or caused by a person or persons, that is beyond the ability of the Depositary or the Company, as the case may be, to prevent or counteract by reasonable care or effort (including, but not limited to, earthquakes, floods, severe storms, fires, explosions, war, terrorism, civil unrest, labor disputes, criminal acts or outbreaks of infectious disease; interruptions or malfunctions of utility services, Internet or other communications lines or systems; unauthorized access to or attacks on computer systems or websites; or other failures or malfunctions of computer hardware or software or other systems or equipment), the Depositary or the Company is, directly or indirectly, prevented from, forbidden to or delayed in, or could be subject to any civil or criminal penalty on account of doing or performing and therefore does not do or perform, any act or thing that, by the terms of this Deposit Agreement or the Deposited Securities, it is provided shall be done or performed;

(ii) for any exercise of, or failure to exercise, any discretion provided for in this Deposit Agreement (including any determination by the Depositary to take, or not take, any action that this Deposit Agreement provides the Depositary may take);

(iii) for the inability of any Owner or Holder to benefit from any distribution, offering, right or other benefit that is made available to holders of Deposited Securities but is not, under the terms of this Deposit Agreement, made available to Owners or Holders; or

(iv) for any special, consequential or punitive damages for any breach of the terms of this Deposit Agreement.

Where, by the terms of a distribution to which Section 4.1, 4.2 or 4.3 applies, or an offering to which Section 4.4 applies, or for any other reason, that distribution or offering may not be made available to Owners, and the Depositary may not dispose of that distribution or offering on behalf of Owners and make the net proceeds available to Owners, then the Depositary shall not make that distribution or offering available to Owners, and shall allow any rights, if applicable, to lapse.

SECTION 5.3. Obligations of the Depositary and the Company.

The Company assumes no obligation nor shall it be subject to any liability under this Deposit Agreement to any Owner or Holder, except that the Company agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith.

The Depositary assumes no obligation nor shall it be subject to any liability under this Deposit Agreement to any Owner or Holder (including, without limitation, liability with respect to the validity or worth of the Deposited Securities), except that the Depositary agrees to perform its obligations specifically set forth in this Deposit Agreement without negligence or bad faith, and the Depositary shall not be a fiduciary or have any fiduciary duty to Owners or Holders.

Neither the Depositary nor the Company shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or in respect of the American Depositary Shares on behalf of any Owner or Holder or any other person.

Each of the Depositary and the Company may rely, and shall be protected in relying upon, any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Neither the Depositary nor the Company shall be liable for any action or non-action by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Owner or any other person believed by it in good faith to be competent to give such advice or information.

The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

The Depositary shall not be liable for the acts or omissions of any securities depository, clearing agency or settlement system in connection with or arising out of book-entry settlement of American Depositary Shares or Deposited Securities or otherwise.

In the absence of bad faith on its part, the Depositary shall not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any such vote is cast or the effect of any such vote.

The Depositary shall have no duty to make any determination or provide any information as to the tax status of the Company or any liability for any tax consequences that may be incurred by Owners or Holders as a result of owning or holding American Depositary Shares. The Depositary shall not be liable for the inability or failure of an Owner or Holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit.

SECTION 5.4. Resignation and Removal of the Depositary.

The Depositary may at any time resign as Depositary hereunder by written notice of its election so to do delivered to the Company, to become effective upon the appointment of a successor depositary and its acceptance of that appointment as provided in this Section. The effect of resignation if a successor depositary is not appointed is provided for in Section 6.2.

The Depositary may at any time be removed by the Company by 120 days' prior written notice of that removal, to become effective upon the later of (i) the 120th day after delivery of the notice to the Depositary and (ii) the appointment of a successor depositary and its acceptance of its appointment as provided in this Section.

If the Depositary resigns or is removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, The City of New York. Every successor depositary shall execute and deliver to the Company an instrument in writing accepting its appointment under this Deposit Agreement. If the Depositary receives notice from the Company that a successor depositary has been appointed following its resignation or removal, the Depositary, upon payment of all sums due it from the Company, shall deliver to its successor a register listing all the Owners and their respective holdings of outstanding American Depositary Shares and shall deliver the Deposited Securities to or to the order of its successor. When the Depositary has taken the actions specified in the preceding sentence (i) the successor shall become the Depositary and shall have all the rights and shall assume all the duties of the Depositary under this Deposit Agreement and

(ii) the predecessor depositary shall cease to be the Depositary and shall be discharged and released from all obligations under this Deposit Agreement, except for its duties under Section 5.8 with respect to the time before that discharge. A successor Depositary shall notify the Owners of its appointment as soon as practical after assuming the duties of Depositary.

Any corporation or other entity into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

SECTION 5.5. The Custodians.

The Custodian shall be subject at all times and in all respects to the directions of the Depositary and shall be responsible solely to it. The Depositary in its discretion may at any time appoint a substitute or additional custodian or custodians, each of which shall thereafter be one of the Custodians under this Deposit Agreement. If the Depositary receives notice that a Custodian is resigning and, upon the effectiveness of that resignation there would be no Custodian acting under this Deposit Agreement, the Depositary shall, as promptly as practicable after receiving that notice, appoint a substitute custodian or custodians, each of which shall thereafter be a Custodian under this Deposit Agreement. The Depositary shall require any Custodian that resigns or is removed to deliver all Deposited Securities held by it to another Custodian.

SECTION 5.6. Notices and Reports.

If the Company takes or decides to take any corporate action of a kind that is addressed in Sections 4.1 to 4.4, or 4.6 to 4.8, or that effects or will effect a change of the name or legal structure of the Company, or that effects or will effect a change to the Shares, the Company shall notify the Depositary and the Custodian of that action or decision as soon as it is lawful and practical to give that notice. The notice shall be in English and shall include all details that the Company is required to include in any notice to any governmental or regulatory authority or securities exchange or is required to make available generally to holders of Shares by publication or otherwise.

The Company will arrange for the translation into English, if not already in English, to the extent required pursuant to any regulations of the Commission, and the prompt transmittal by the Company to the Depositary and the Custodian of all notices and any other reports and communications which are made generally available by the Company to holders of its Shares. If requested in writing by the Company, the Depositary will Disseminate, at the Company's expense, those notices, reports and communications to all Owners or otherwise make them available to Owners in a manner that the Company specifies as substantially equivalent to the manner in which those communications are made available to holders of Shares and compliant with the requirements of any securities exchange on which the American Depositary Shares are listed. The Company will timely provide the Depositary with the quantity of such notices, reports, and communications, as requested by the Depositary from time to time, in order for the Depositary to effect that Dissemination.

The Company represents, continuously, that the statements in Article 11 of the form of Receipt appearing as Exhibit A to this Deposit Agreement or, if applicable, most recently filed with the Commission pursuant to Rule 424(b) under the Securities Act of 1933 with respect to the Company's obligation to file periodic reports under the United States Securities Exchange Act of 1934, as amended, or its qualification for exemption from registration under that Act pursuant to Rule 12g3-2(b) under that Act, as the case may be, are true and correct. The Company agrees to promptly notify the Depositary upon becoming aware of any change in the truth of any of those statements or if there is any change in the Company's status regarding those reporting obligations or that qualification.

SECTION 5.7. Distribution of Additional Shares, Rights, etc.

If the Company or any affiliate of the Company determines to make any issuance or distribution of (1) additional Shares, (2) rights to subscribe for Shares, (3) securities convertible into Shares, or (4) rights to subscribe for such securities (each a "Distribution"), the Company shall notify the Depositary in writing in English as promptly as practicable and in any event before the Distribution starts and, if requested in writing by the Depositary, the Company shall promptly furnish to the Depositary either (i) evidence satisfactory to the Depositary that the Distribution is registered under the Securities Act of 1933 or (ii) a written opinion from U.S. counsel for the Company that is reasonably satisfactory to the Depositary, stating that the Distribution does not require, or, if made in the United States, would not require, registration under the Securities Act of 1933.

The Company agrees with the Depositary that neither the Company nor any company controlled by, controlling or under common control with the Company will at any time deposit any Shares that, at the time of deposit, are Restricted Securities.

SECTION 5.8. Indemnification.

The Company agrees to indemnify the Depositary, its directors, employees, agents and affiliates and each Custodian against, and hold each of them harmless from, any liability or expense (including, but not limited to any fees and expenses incurred in seeking, enforcing or collecting such indemnity and the fees and expenses of counsel) that may arise out of or in connection with (a) any registration with the Commission of American Depositary Shares or Deposited Securities or the offer or sale thereof or (b) acts performed or omitted, pursuant to the provisions of or in connection with this Deposit Agreement and the American Depositary Shares, as the same may be amended, modified or supplemented from time to time, (i) by either the Depositary or a Custodian or their respective directors, employees, agents and affiliates, except for any liability or expense arising out of the negligence or bad faith of either of them, or (ii) by the Company or any of its directors, employees, agents and affiliates.

The Depositary agrees to indemnify the Company, its directors, employees, agents and affiliates and hold them harmless from any liability or expense that may arise out of acts performed or omitted by the Depositary or any Custodian or their respective directors, employees, agents and affiliates due to their negligence or bad faith.

SECTION 5.9. Charges of Depositary.

The following charges shall be incurred by any party depositing or withdrawing Shares or by any party surrendering American Depositary Shares or to whom American Depositary Shares are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the American Depositary Shares or Deposited Securities or a delivery of American Depositary Shares pursuant to Section 4.3), or by Owners, as applicable: (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to or from the name of the Depositary or its nominee or the Custodian or its nominee on the making of deposits or withdrawals hereunder, (3) such cable (including SWIFT) and facsimile transmission fees and expenses as are expressly provided in this Deposit Agreement, (4) such expenses as are incurred by the Depositary in the conversion of foreign currency pursuant to Section 4.5, (5) a fee of $5.00 or less per 100 American Depositary Shares (or portion thereof) for the delivery of American Depositary Shares pursuant to Section 2.3, 4.3 or 4.4 and the surrender of American Depositary Shares pursuant to Section 2.5 or 6.2, (6) a fee of $.05 or less per American Depositary Share (or portion thereof) for any cash distribution made pursuant to this Deposit Agreement, including, but not limited to Sections 4.1 through 4.4 and Section 4.8, (7) a fee for the distribution of securities pursuant to Section 4.2 or of rights pursuant to Section 4.4 (where the Depositary will not exercise or sell those rights on behalf of Owners), such fee being in an amount equal to the fee for the execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities under this Deposit Agreement (for purposes of this item 7 treating all such securities as if they were Shares) but which securities are instead distributed by the Depositary to Owners, (8) in addition to any fee charged under item 6 above, a fee of $.05 or less per American Depositary Share (or portion thereof) per annum for depositary services, which will be payable as provided in item 9 below, and (9) any other charges payable by the Depositary or the Custodian, any of the Depositary's or Custodian's agents or the agents of the Depositary's or Custodian's agents, in connection with the servicing of Shares or other

Deposited Securities (which charges shall be assessed against Owners as of the date or dates set by the Depositary in accordance with Section 4.6 and shall be payable at the sole discretion of the Depositary by billing those Owners for those charges or by deducting those charges from one or more cash dividends or other cash distributions).

The Depositary may collect any of its fees by deduction from any cash distribution payable, or by selling a portion of any securities to be distributed, to Owners that are obligated to pay those fees.

In performing its duties under this Deposit Agreement, the Depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the Depositary and that may earn or share fees, spreads or commissions.

The Depositary may own and deal in any class of securities of the Company and its affiliates and in American Depositary Shares.

SECTION 5.10. Retention of Depositary Documents.

The Depositary is authorized to destroy those documents, records, bills and other data compiled during the term of this Deposit Agreement at the times permitted by the laws or regulations governing the Depositary.

SECTION 5.11. Exclusivity.

Without prejudice to the Company's rights under Section 5.4, the Company agrees not to appoint any other depositary for issuance of depositary shares, depositary receipts or any similar securities or instruments so long as The Bank of New York Mellon is acting as Depositary under this Deposit Agreement.

SECTION 5.12. Information for Regulatory Compliance.

Each of the Company and the Depositary shall provide to the other, as promptly as practicable, information from its records or otherwise available to it that is reasonably requested by the other to permit the other to comply with applicable law or requirements of governmental or regulatory authorities.

ARTICLE 6. AMENDMENT AND TERMINATION

SECTION 6.1. Amendment.

The form of the Receipts and any provisions of this Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Owners or Holders in any respect that they may deem necessary or desirable. Any amendment that would impose or increase any fees or charges (other than taxes and other governmental charges, registration fees, cable (including SWIFT) or facsimile transmission costs, delivery costs or other such expenses), or that would otherwise prejudice any substantial existing right of Owners, shall, however, not become effective as to outstanding American Depositary Shares until the expiration of 30 days after notice of that amendment has been Disseminated to the Owners of outstanding American Depositary Shares. Every Owner and Holder, at the time any amendment so becomes effective, shall be deemed, by continuing to hold American Depositary Shares or any interest therein, to consent and agree to that amendment and to be bound by this Deposit Agreement as amended thereby. Upon the effectiveness of an amendment to the form of Receipt, including a change in the number of Shares represented by each American Depositary Share, the Depositary may call for surrender of Receipts to be replaced with new Receipts in the amended form or call for surrender of American Depositary Shares to effect that change of ratio. In no event shall any amendment impair the right of the Owner to surrender American Depositary Shares and receive delivery of the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

SECTION 6.2. Termination.

(a) The Company may initiate termination of this Deposit Agreement by notice to the Depositary. The Depositary may initiate termination of this Deposit Agreement if (i) at any time 60 days shall have expired after the Depositary delivered to the Company a written resignation notice and a successor depositary has not been appointed and accepted its appointment as provided in Section 5.4 or (ii) a Termination Option Event has occurred. If termination of this Deposit Agreement is initiated, the Depositary shall Disseminate a notice of termination to the Owners of all American Depositary Shares then outstanding setting a date for termination (the "Termination Date"), which shall be at least 90 days after the date of that notice, and this Deposit Agreement shall terminate on that Termination Date.

(b) After the Termination Date, the Company shall be discharged from all obligations under this Deposit Agreement except for its obligations to the Depositary under Sections 5.8 and 5.9.

(c) At any time after the Termination Date, the Depositary may sell the Deposited Securities then held under this Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, unsegregated and without liability for interest, for the pro rata benefit of the Owners of American Depositary Shares that remain outstanding, and those Owners will be general creditors of the Depositary with respect to those net proceeds and that other cash. After making that sale, the Depositary shall be discharged from all obligations under this Deposit Agreement, except (i) to account for the net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of such American Depositary Shares in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges) and (ii) for its obligations under Section 5.8 and (iii) to act as provided in paragraph (d) below.

(d) After the Termination Date, the Depositary shall continue to receive dividends and other distributions pertaining to Deposited Securities (that have not been sold), may sell rights and other property as provided in this Deposit Agreement and shall deliver Deposited Securities (or sale proceeds) upon surrender of American Depositary Shares (after payment or upon deduction, in each case, of the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of those American Depositary Shares in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges). After the Termination Date, the Depositary shall not accept deposits of Shares or deliver American Depositary Shares. After the Termination Date, (i) the Depositary may refuse to accept surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities (that have not been sold) or reverse previously accepted surrenders of that kind that have not settled if in its judgment the requested withdrawal would interfere with its efforts to sell the Deposited Securities, (ii) the Depositary will not be required to deliver cash proceeds of the sale of Deposited Securities until all Deposited Securities have been sold and (iii) the Depositary may discontinue the registration of transfers of American Depositary Shares and suspend the distribution of dividends and other distributions on Deposited Securities to the Owners and need not give any further notices or perform any further acts under this Deposit Agreement except as provided in this Section.

ARTICLE 7. MISCELLANEOUS

SECTION 7.1. Counterparts; Signatures; Delivery; Electronic Records.

This Deposit Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of those counterparts shall constitute one and the same instrument. Copies of this Deposit Agreement shall be filed with the Depositary and shall be open to inspection by any Owner or Holder during

regular business hours.

This Deposit Agreement may be executed by manual or electronic signatures, including images of manually executed signatures, DocuSign, AdobeSign or a similar agreed-upon electronic signature system, and may be delivered by exchange of copies of this Deposit Agreement by facsimile or email including a pdf or similar bit-mapped image of the signature pages. The parties to this Deposit Agreement represent and agree that if it has been executed or delivered electronically as provided in the preceding sentence or subsequently stored in and retrieved from an electronic record-keeping system, it shall have the same legal effect, validity and enforceability as a manually executed agreement maintained in a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, and that they shall not argue to the contrary.

SECTION 7.2. No Third Party Beneficiaries.

This Deposit Agreement is for the exclusive benefit of the Company, the Depositary, the Owners and the Holders and their respective successors and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.

SECTION 7.3. Severability.

In case any one or more of the provisions contained in this Deposit Agreement or in a Receipt should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Deposit Agreement or that Receipt shall in no way be affected, prejudiced or disturbed thereby.

SECTION 7.4. Owners and Holders as Parties; Binding Effect.

The Owners and Holders from time to time shall be parties to this Deposit Agreement and shall be bound by all of the terms and conditions of this Deposit Agreement and of the Receipts by acceptance of American Depositary Shares or any interest therein.

SECTION 7.5. Notices.

Any and all notices to be given to the Company shall be in writing and shall be deemed to have been duly given if personally delivered or sent by domestic first class or international air mail or air courier or sent by facsimile transmission or email attaching a pdf or similar bit-mapped image of a signed writing, addressed to Ranmarine B.V., Galileistraat 15, 3029 AL Rotterdam, The Netherlands, Attention: _____, or any other place to which the Company may have transferred its principal office with notice to the Depositary.

Any and all notices to be given to the Depositary shall be in writing and shall be deemed to have been duly given if in English and personally delivered or sent by first class domestic or international air mail or air courier or sent by facsimile transmission or email attaching a pdf or similar bit-mapped image of a signed writing, addressed to The Bank of New York Mellon, 240 Greenwich Street, New York, New York 10286, Attention: Depositary Receipt Administration, email: bnymdepositarynotices@bnymellon.com or any other place to which the Depositary may have transferred its Office with notice to the Company.

Delivery of a notice to the Company or Depositary by mail or air courier shall be deemed effected when deposited, postage prepaid, in a post-office letter box or received by an air courier service. Delivery of a notice to the Company or Depositary sent by facsimile transmission or email shall be deemed effected when the recipient acknowledges receipt of that notice.

A notice to be given to an Owner shall be deemed to have been duly given when Disseminated to that Owner. Dissemination in paper form will be effective when personally delivered or sent by first class domestic or international air mail or air courier, addressed to that Owner at the address of that Owner as it appears on the transfer books for American Depositary Shares of the Depositary, or, if that Owner has filed with the Depositary a written request that notices intended for that Owner be mailed to some other address, at the address designated in that request. Dissemination in electronic form will be effective when sent in the manner consented to by the Owner to the electronic address most recently provided by the Owner for that purpose.

SECTION 7.6. Appointment of Agent for Service of Process; Submission to Jurisdiction; Jury Trial Waiver.

The Company hereby (i) designates and appoints the person named in Exhibit A to this Deposit Agreement as the Company's authorized agent in the United States upon which process may be served in any suit or proceeding arising out of or relating to the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Deposit Agreement (a "Proceeding"), (ii) consents and submits to the jurisdiction of any state or federal court in the State of New York in which any Proceeding may be instituted and (iii) agrees that service of process upon said authorized agent shall be deemed in every respect effective service of process upon the Company in any Proceeding. The Company agrees to deliver to the Depositary, upon the execution and delivery of this Deposit Agreement, a written acceptance by the agent named in Exhibit A to this Deposit Agreement of its appointment as process agent. The Company further agrees to take any and all action, including the filing of any and all such documents and instruments, as may be necessary to continue that designation and appointment in full force and effect, or to appoint and maintain the appointment of another process agent located in the United States as required above, and to deliver to the Depositary a written acceptance by that agent of that appointment, for so long as any American Depositary Shares or Receipts remain outstanding or this Deposit Agreement remains in force. In the event the Company fails to maintain the designation and appointment of a process agent in the United States in full force and effect, the Company hereby waives personal service of process upon it and consents that a service of process in connection with a Proceeding may be made by certified or registered mail, return receipt requested, directed to the Company at its address last specified for notices under this Deposit Agreement, and service so made shall be deemed completed five (5) days after the same shall have been so mailed.

EACH PARTY TO THIS DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH OWNER AND HOLDER) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE COMPANY AND/OR THE DEPOSITARY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE AMERICAN DEPOSITARY SHARES OR THE RECEIPTS, THIS DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF, INCLUDING, WITHOUT LIMITATION, ANY QUESTION REGARDING EXISTENCE, VALIDITY OR TERMINATION (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND ANY CLAIM BASED ON U.S. FEDERAL SECURITIES LAWS.

No disclaimer of liability under the United States federal securities laws or the rules and regulations thereunder is intended by any provision of this Deposit Agreement, inasmuch as no person is able to effectively waive the duty of any other person to comply with its obligations under those laws, rules and regulations.

SECTION 7.7. Waiver of Immunities.

To the extent that the Company or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any duty of performance under this Deposit Agreement, claim, legal action, suit or proceeding, from the giving of any relief in any respect thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Shares or Deposited Securities, the American Depositary Shares, the Receipts or this Deposit Agreement, the Company, to the fullest extent permitted by law, hereby irrevocably and unconditionally waives, and agrees not to plead or claim, any immunity of that kind and consents to relief and enforcement as provided above.

SECTION 7.8. Governing Law.

This Deposit Agreement and the Receipts shall be interpreted in accordance with and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, RANMARINE B.V. and THE BANK OF NEW YORK MELLON have duly executed this Deposit Agreement as of the day and year first set forth above and all Owners and Holders shall become parties hereto upon acceptance by them of American Depositary Shares or any interest therein.

RANMARINE B.V.

By: _____
Name:
Title:

THE BANK OF NEW YORK MELLON,
as Depositary

By: _____
Name:
Title:

EXHIBIT A

AMERICAN DEPOSITARY SHARES
(Each American Depositary Share represents
_____ deposited Shares)

THE BANK OF NEW YORK MELLON
AMERICAN DEPOSITARY RECEIPT
FOR [ORDINARY] SHARES OF
RANMARINE B.V.
(INCORPORATED UNDER THE LAWS OF THE NETHERLANDS)

The Bank of New York Mellon, as depositary (hereinafter called the "Depositary"), hereby certifies that_____, or registered assigns IS THE OWNER OF _____

AMERICAN DEPOSITARY SHARES

representing deposited [ordinary] shares (herein called "Shares") of Ranmarine B.V., incorporated under the laws of The Netherlands (herein called the "Company"). At the date hereof, each American Depositary Share represents _____ Shares deposited or subject to deposit under the Deposit Agreement (as such term is hereinafter defined) with a custodian for the Depositary (herein called the "Custodian") that, as of the date of the Deposit Agreement, was ING Bank N.V., located in The Netherlands. The Depositary's Office and its principal executive office are located at 240 Greenwich Street, New York, N.Y. 10286.

THE DEPOSITARY'S OFFICE ADDRESS IS
240 GREENWICH STREET, NEW YORK, N.Y. 10286

1. THE DEPOSIT AGREEMENT.

This American Depositary Receipt is one of an issue (herein called "Receipts"), all issued and to be issued upon the terms and conditions set forth in the Deposit Agreement dated as of _____, 2024 (herein called the "Deposit Agreement") among the Company, the Depositary, and all Owners and Holders from time to time of American Depositary Shares issued thereunder, each of whom by accepting American Depositary Shares agrees to become a party thereto and become bound by all the terms and conditions thereof. The Deposit Agreement sets forth the rights of Owners and Holders and the rights and duties of the Depositary in respect of the Shares deposited thereunder and any and all other securities, property and cash from time to time received in respect of those Shares and held thereunder (those Shares, securities, property, and cash are herein called "Deposited Securities"). Copies of the Deposit Agreement are on file at the Depositary's Office in New York City and at the office of the Custodian.

The statements made on the face and reverse of this Receipt are summaries of certain provisions of the Deposit Agreement and are qualified by and subject to the detailed provisions of the Deposit Agreement, to which reference is hereby made. Capitalized terms defined in the Deposit Agreement and not defined herein shall have the meanings set forth in the Deposit Agreement.

2. SURRENDER OF AMERICAN DEPOSITARY SHARES AND WITHDRAWAL OF SHARES.

Upon surrender of American Depositary Shares for the purpose of withdrawal of the Deposited Securities represented thereby and payment of the fee of the Depositary for the surrender of American Depositary Shares as provided in Section 5.9 of the Deposit Agreement and payment of all taxes and governmental charges payable in connection with that surrender and withdrawal of the Deposited Securities, and subject to the terms and conditions of the Deposit Agreement, the Owner of those American Depositary Shares

shall be entitled to delivery (to the extent delivery can then be lawfully and practicably made), to or as instructed by that Owner, of the amount of Deposited Securities at the time represented by those American Depositary Shares, but not any money or other property as to which a record date for distribution to Owners has passed (since money or other property of that kind will be delivered or paid on the scheduled payment date to the Owner as of that record date), and except that the Depositary shall not be required to accept surrender of American Depositary Shares for the purpose of withdrawal to the extent it would require delivery of a fraction of a Deposited Security. The Depositary shall direct the Custodian with respect to delivery of Deposited Securities and may charge the surrendering Owner a fee and its expenses for giving that direction by cable (including SWIFT) or facsimile transmission. The Company agrees not to prevent, hinder or unreasonably delay any lawful delivery or registration of transfer of Deposited Securities upon surrender of American Depositary Shares for the purpose of withdrawal. If Deposited Securities are delivered physically upon surrender of American Depositary Shares for the purpose of withdrawal, that delivery will be made at the Custodian's office, except that, at the request, risk and expense of the surrendering Owner, and for the account of that Owner, the Depositary shall direct the Custodian to forward any cash or other property comprising, and forward a certificate or certificates, if applicable, and other proper documents of title, if any, for, the Deposited Securities represented by the surrendered American Depositary Shares to the Depositary for delivery at the Depositary's Office or to another address specified in the order received from the surrendering Owner.

3. REGISTRATION OF TRANSFER OF AMERICAN DEPOSITARY SHARES; COMBINATION AND SPLIT-UP OF RECEIPTS; INTERCHANGE OF CERTIFICATED AND UNCERTIFICATED AMERICAN DEPOSITARY SHARES.

The Depositary, subject to the terms and conditions of the Deposit Agreement, shall register a transfer of American Depositary Shares on its transfer books upon (i) in the case of certificated American Depositary Shares, surrender of the Receipt evidencing those American Depositary Shares, by the Owner or by a duly authorized attorney, properly endorsed or accompanied by proper instruments of transfer or (ii) in the case of uncertificated American Depositary Shares, receipt from the Owner of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.9 of that Agreement), and, in either case, duly stamped as may be required by the laws of the State of New York and of the United States of America. Upon registration of a transfer, the Depositary shall deliver the transferred American Depositary Shares to or upon the order of the person entitled thereto.

The Depositary, subject to the terms and conditions of the Deposit Agreement, shall upon surrender of a Receipt or Receipts for the purpose of effecting a split-up or combination of such Receipt or Receipts, execute and deliver a new Receipt or Receipts for any authorized number of American Depositary Shares requested, evidencing the same aggregate number of American Depositary Shares as the Receipt or Receipts surrendered.

The Depositary, upon surrender of certificated American Depositary Shares for the purpose of exchanging for uncertificated American Depositary Shares, shall cancel the Receipt evidencing those certificated American Depositary Shares and send the Owner a statement confirming that the Owner is the owner of the same number of uncertificated American Depositary Shares. The Depositary, upon receipt of a proper instruction (including, for the avoidance of doubt, instructions through DRS and Profile as provided in Section 2.9 of the Deposit Agreement) from the Owner of uncertificated American Depositary Shares for the purpose of exchanging for certificated American Depositary Shares, shall cancel those uncertificated American Depositary Shares and register and deliver to the Owner a Receipt evidencing the same number of certificated American Depositary Shares.

As a condition precedent to the delivery, registration of transfer, or surrender of any American Depositary Shares or split-up or combination of any Receipt or withdrawal of any Deposited Securities, the Depositary, the Custodian, or Registrar may require payment from the depositor of the Shares or the presenter of the Receipt or instruction for registration of transfer or surrender of American Depositary Shares not evidenced by a Receipt of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees as provided in the Deposit Agreement, may require the production of proof satisfactory to it as to the identity and genuineness of any signature and may also require compliance with any regulations the Depositary may establish consistent with the provisions of the Deposit Agreement.

The Depositary may refuse to accept deposits of Shares for delivery of American Depositary Shares or to register transfers of American Depositary Shares in particular instances, or may suspend deposits of Shares or registration of transfer generally, whenever it or the Company considers it necessary or advisable to do so. The Depositary may refuse surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities in particular instances, or may suspend surrenders for the purpose of withdrawal generally, but, notwithstanding anything to the contrary in the Deposit Agreement, only for(i) temporary delays caused by closing of the Depositary's register or the register of holders of Shares maintained by the Company or the Foreign Registrar, or the deposit of Shares, in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the American Depositary Shares or to the withdrawal of the Deposited Securities or (iv) any other reason that, at the time, is permitted under paragraph I(A)(1) of the General Instructions to Form F-6 under the Securities Act of 1933 or any successor to that provision.

The Depositary shall not knowingly accept for deposit under the Deposit Agreement any Shares that, at the time of deposit, are Restricted Securities.

4. LIABILITY OF OWNER FOR TAXES.

If any tax or other governmental charge shall become payable by the Custodian or the Depositary with respect to or in connection with any American Depositary Shares or any Deposited Securities represented by any American Depositary Shares or in connection with a transaction to which Section 4.8 of the Deposit Agreement applies, that tax or other governmental charge shall be payable by the Owner of those American Depositary Shares to the Depositary. The Depositary may refuse to register any transfer of those American Depositary Shares or any withdrawal of Deposited Securities represented by those American Depositary Shares until that payment is made, and may withhold any dividends or other distributions or the proceeds thereof, or may sell for the account of the Owner any part or all of the Deposited Securities represented by those American Depositary Shares, and may apply those dividends or other distributions or the net proceeds of any sale of that kind in payment of that tax or other governmental charge but, even after a sale of that kind, the Owner shall remain liable for any deficiency. The Depositary shall distribute any net proceeds of a sale made under Section 3.2 of the Deposit Agreement that are not used to pay taxes or governmental charges to the Owners entitled to them in accordance with Section 4.1 of the Deposit Agreement. If the number of Shares represented by each American Depositary Share decreases as a result of a sale of Deposited Securities under Section 3.2 of the Deposit Agreement, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to them.

5. WARRANTIES ON DEPOSIT OF SHARES.

Every person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that those Shares and each certificate therefor, if applicable, are validly issued, fully paid and nonassessable and were not issued in violation of any preemptive or similar rights of the holders of outstanding securities of the Company and that the person making that deposit is duly authorized so to do. Every depositing person shall also be deemed to represent that the Shares, at the time of deposit, are not Restricted Securities. All representations and warranties deemed made under Section 3.3 of the Deposit Agreement shall survive the deposit of Shares and delivery of American Depositary Shares.

6. FILING PROOFS, CERTIFICATES, AND OTHER INFORMATION.

Any person presenting Shares for deposit or any Owner or Holder may be required from time to time to file with the Depositary or the Custodian such proof of citizenship or residence, exchange control approval, or such information relating to the registration on the books of the Company or the Foreign Registrar, if applicable, to execute such certificates and to make such representations and warranties, as the Depositary may deem necessary or proper. The Depositary may withhold the delivery or registration of transfer of any American Depositary Shares, the distribution of any dividend or other distribution or of the proceeds thereof or the delivery of any Deposited Securities until that proof or other information is filed or those certificates are executed or those representations and warranties are made. As conditions of accepting Shares for deposit, the Depositary may require (i) any certification required by the Depositary or the Custodian in accordance with the provisions of the Deposit Agreement, (ii) a written order directing the Depositary to deliver to, or upon the written order of, the person or persons stated in that order, the number of American Depositary Shares representing those Deposited Shares, (iii) evidence satisfactory to the Depositary that those Shares have been re-registered in the books of the Company or the Foreign Registrar in the name of the Depositary, a Custodian or a nominee of the Depositary or a Custodian, (iv) evidence satisfactory to the Depositary that any necessary approval has been granted by any governmental body in each applicable jurisdiction and (v) an agreement or assignment, or other instrument satisfactory to the Depositary, that provides for the prompt transfer to the Custodian of any dividend, or right to subscribe for additional Shares or to receive other property, that any person in whose name those Shares are or have been recorded may thereafter receive upon or in respect of those Shares, or, in lieu thereof, such agreement of indemnity or other agreement as shall be satisfactory to the Depositary.

7. CHARGES OF DEPOSITARY.

The following charges shall be incurred by any party depositing or withdrawing Shares or by any party surrendering American Depositary Shares or to whom American Depositary Shares are issued (including, without limitation, issuance pursuant to a stock dividend or stock split declared by the Company or an exchange of stock regarding the American Depositary Shares or Deposited Securities or a delivery of American Depositary Shares pursuant to Section 4.3 of the Deposit Agreement), or by Owners, as applicable: (1) taxes and other governmental charges, (2) such registration fees as may from time to time be in effect for the registration of transfers of Shares generally on the Share register of the Company or Foreign Registrar and applicable to transfers of Shares to or from the name of the Depositary or its nominee or the Custodian or its nominee on the making of deposits or withdrawals hereunder, (3) such cable (including SWIFT) and facsimile transmission fees and expenses as are expressly provided in the Deposit Agreement, (4) such expenses as are incurred by the Depositary in the conversion of foreign currency pursuant to Section 4.5 of the Deposit Agreement, (5) a fee of $5.00 or less per 100 American Depositary Shares (or portion thereof) for the delivery of American Depositary Shares pursuant to Section 2.3, 4.3 or 4.4 of the Deposit Agreement and the surrender of American Depositary Shares pursuant to Section 2.5 or 6.2 of the Deposit Agreement, (6) a fee of $.05 or less per American Depositary Share (or portion thereof) for any cash distribution made pursuant to the Deposit Agreement, including, but not limited to Sections 4.1 through 4.4 and 4.8 of the Deposit Agreement, (7) a fee for the distribution of securities pursuant to Section 4.2 of the Deposit Agreement or of rights pursuant to Section 4.4 of that Agreement (where the Depositary will not exercise or sell those rights on behalf of Owners), such fee being in an amount equal to the fee for the execution and delivery of American Depositary Shares referred to above which would have been charged as a result of the deposit of such securities under the Deposit Agreement (for purposes of this item 7 treating all such securities as if they were Shares) but which securities are instead distributed by the Depositary to Owners, (8) in addition to any fee charged under item 6, a fee of $.05 or less per American Depositary Share (or portion thereof) per annum for depositary services, which will be payable as provided in item 9 below, and (9) any other charges payable by the Depositary or the Custodian, any of the Depositary's or Custodian's agents or the agents of the Depositary's or Custodian's agents, in connection with the servicing of Shares or other Deposited Securities (which charges shall be assessed against Owners as of the date or dates set by the Depositary in accordance with Section 4.6 of the Deposit Agreement and shall be payable at the sole discretion of the Depositary by billing those Owners for those charges or by deducting those charges from one or more cash dividends or other cash distributions).

The Depositary may collect any of its fees by deduction from any cash distribution payable, or by selling a portion of any securities to be distributed, to Owners that are obligated to pay those fees.

The Depositary may own and deal in any class of securities of the Company and its affiliates and in American Depositary Shares.

From time to time, the Depositary may make payments to the Company to reimburse the Company for costs and expenses generally arising out of establishment and maintenance of the American Depositary Shares program, waive fees and expenses for services provided by the Depositary or share revenue from the fees collected from Owners or Holders. In performing its duties under the Deposit Agreement, the Depositary may use brokers, dealers, foreign currency dealers or other service providers that are owned by or affiliated with the Depositary and that may earn or share fees, spreads or commissions.

8. DISCLOSURE OF INTERESTS.

When required in order to comply with applicable laws and regulations or the articles of association or similar document of the Company, the Company may from time to time request each Owner and Holder to provide to the Depositary information relating to: (a) the capacity in which it holds American Depositary Shares, (b) the identity of any Holders or other persons or entities then or previously interested in those American Depositary Shares and the nature of those interests and (c) any other matter where disclosure of such matter is required for that compliance. Each Owner and Holder agrees to provide all information known to it in response to a request made pursuant to Section 3.4 of the Deposit Agreement. Each Holder consents to the disclosure by the Depositary and the Owner or other Holder through which it holds American Depositary Shares, directly or indirectly, of all information responsive to a request made pursuant to that Section relating to that Holder that is known to that Owner or other Holder.

9. TITLE TO AMERICAN DEPOSITARY SHARES.

It is a condition of the American Depositary Shares, and every successive Owner and Holder of American Depositary Shares, by accepting or holding the same, consents and agrees that American Depositary Shares evidenced by a Receipt, when the Receipt is properly endorsed or accompanied by proper instruments of transfer, shall be transferable as certificated registered securities under the laws of the State of New York, and that American Depositary Shares not evidenced by Receipts shall be transferable as uncertificated registered securities under the laws of the State of New York. The Depositary, notwithstanding any notice to the contrary, may treat the Owner of American Depositary Shares as the absolute owner thereof for the purpose of determining the person entitled to distribution of dividends or other distributions or to any notice provided for in the Deposit Agreement and for all other purposes, and neither the Depositary nor the Company shall have any obligation or be subject to any liability under the Deposit Agreement to any Holder of American Depositary Shares, but only to the Owner.

10. VALIDITY OF RECEIPT.

This Receipt shall not be entitled to any benefits under the Deposit Agreement or be valid or obligatory for any purpose, unless this Receipt shall have been (i) executed by the Depositary by the manual signature of a duly authorized officer of the Depositary or (ii) executed by the facsimile signature of a duly authorized officer of the Depositary and countersigned by the manual signature of a duly authorized signatory of the Depositary or the Registrar or a co-registrar.

11. REPORTS; INSPECTION OF TRANSFER BOOKS.

The Company is subject to the periodic reporting requirements of the Securities Exchange Act of 1934 and, accordingly, files certain reports with the Securities and Exchange Commission. Those reports will be available for inspection and copying through the Commission's EDGAR system or at public reference facilities maintained by the Commission in Washington, D.C.

The Depositary will make available for inspection by Owners at its Office any reports, notices and other communications, including any proxy soliciting material, received from the Company which are both (a) received by the Depositary as the holder of the Deposited Securities and (b) made generally available to the holders of those Deposited Securities by the Company. The Company shall furnish reports and communications, including any proxy soliciting material to which Section 4.9 of the Deposit Agreement applies, to the Depositary in English, to the extent such materials are required to be translated into English pursuant to any regulations of the Commission.

The Depositary will maintain a register of American Depositary Shares and transfers of American Depositary Shares, which shall be open for inspection by the Owners at the Depositary's Office during regular business hours, but only for the purpose of communicating with Owners regarding the business of the Company or a matter related to the Deposit Agreement or the American Depositary Shares.

12. DIVIDENDS AND DISTRIBUTIONS.

Whenever the Depositary receives any cash dividend or other cash distribution on Deposited Securities, the Depositary will, if at the time of receipt thereof any amounts received in a foreign currency can in the judgment of the Depositary be converted on a reasonable basis into Dollars transferable to the United States, and subject to the Deposit Agreement, convert that dividend or other cash distribution into Dollars and distribute the amount thus received (net of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement) to the Owners entitled thereto; provided, however, that if the Custodian or the Depositary is required to withhold and does withhold from that cash dividend or other cash distribution an amount on account of taxes or other governmental charges, the amount distributed to the Owners of the American Depositary Shares representing those Deposited Securities shall be reduced accordingly.

If a cash distribution would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may:

(i) require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that cash distribution; or

(ii) sell all Deposited Securities other than the subject cash distribution and add any net cash proceeds of that sale to the cash distribution, call for surrender of all those American Depositary Shares and require that surrender as a condition of making that cash distribution.

If the Depositary acts under this paragraph, that action shall also be a Termination Option Event.

Subject to the provisions of Section 4.11 and 5.9 of the Deposit Agreement, whenever the Depositary receives any distribution other than a distribution described in Section 4.1, 4.3 or 4.4 of the Deposit Agreement on Deposited Securities (but not in exchange for or in conversion or in lieu of Deposited Securities), the Depositary will cause the securities or property received by it to be distributed to the Owners entitled thereto, after deduction or upon payment of any fees and expenses of the Depositary and any taxes or other governmental charges, in any manner that the Depositary deems equitable and practicable for accomplishing that distribution (which may be a distribution of depositary shares representing the securities received); provided, however, that if in the opinion of the Depositary such distribution cannot be made proportionately among the Owners entitled thereto, or if for any other reason the Depositary deems such distribution not to be lawful and feasible, the Depositary may adopt such other method as it may deem equitable and practicable for the purpose of effecting such distribution, including, but not limited to, the public or private sale of the securities or property thus received, or any part thereof, and distribution of the net proceeds of any such sale (net of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement) to the Owners entitled thereto all in the manner and subject to the conditions set forth in Section 4.1 of the Deposit Agreement. The Depositary may withhold any distribution of securities under Section 4.2 of the Deposit Agreement if it has not received satisfactory assurances from the Company that the distribution does not require registration under the Securities Act of 1933. The Depositary may sell, by public or private sale, an amount of securities or other property it would otherwise distribute under this Article that is sufficient to pay its fees and expenses in respect of that distribution.

If a distribution to be made under Section 4.2 of the Deposit Agreement would represent a return of all or substantially all the value of the Deposited Securities underlying American Depositary Shares, the Depositary may:

(i) require payment of or deduct the fee for surrender of American Depositary Shares (whether or not it is also requiring surrender of American Depositary Shares) as a condition of making that distribution; or

(ii) sell all Deposited Securities other than the subject distribution and add any net cash proceeds of that sale to the distribution, call for surrender of all those American Depositary Shares and require that surrender as a condition of making that distribution.

If the Depositary acts under this paragraph, that action shall also be a Termination Option Event.

Whenever the Depositary receives any distribution consisting of a dividend in, or free distribution of, Shares, the Depositary may deliver to the Owners entitled thereto, an aggregate number of American Depositary Shares representing the amount of Shares received as that dividend or free distribution, subject to the terms and conditions of the Deposit Agreement with respect to the deposit of Shares and issuance of American Depositary Shares, including the withholding of any tax or other governmental charge as provided in Section 4.11 of the Deposit Agreement and the payment of the fees and expenses of the Depositary as provided in Article 7 hereof and Section 5.9 of the Deposit Agreement (and the Depositary may sell, by public or private sale, an amount of Shares received (or American Depositary Shares representing those Shares) sufficient to pay its fees and expenses in respect of that distribution). In lieu of delivering fractional American Depositary Shares, the Depositary may sell the amount of Shares represented by the aggregate of those fractions (or American Depositary Shares representing those Shares) and distribute the net proceeds, all in the manner and subject to the conditions described in Section 4.1 of the Deposit Agreement. If and to the extent that additional American Depositary Shares are not delivered and Shares or American Depositary Shares are not sold, each American Depositary Share shall thenceforth also represent the additional Shares distributed on the Deposited Securities represented thereby.

If the Company declares a distribution in which holders of Deposited Securities have a right to elect whether to receive cash, Shares or other securities or a combination of those things, or a right to elect to have a distribution sold on their behalf, the Depositary may, after consultation with the Company, make that right of election available for exercise by Owners in any manner the Depositary considers to be lawful and practical. As a condition of making a distribution election right available to Owners, the Depositary may require satisfactory assurances from the Company that doing so does not require registration of any securities under the Securities Act of 1933 that has not been effected.

If the Depositary determines that any distribution received or to be made by the Depositary (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charge that the Depositary is obligated to withhold, the Depositary may sell, by public or private sale, all or a portion of the distributed property (including Shares and rights to subscribe therefor) in the amounts and manner the Depositary deems necessary and practicable to pay those taxes or charges, and the Depositary shall distribute the net proceeds of that sale, after deduction of those taxes or charges, to the Owners entitled thereto in proportion to the number of American Depositary Shares held by them respectively.

Each Owner and Holder agrees to indemnify the Company, the Depositary, the Custodian and their respective directors, employees, agents and affiliates for, and hold each of them harmless against, any claim by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced withholding at source or other tax benefit received by it. Services for Owners and Holders that may permit them to obtain reduced rates of tax withholding at source or reclaim excess tax withheld, and the fees and costs associated with using services of that kind, are not provided under, and are outside the scope of, the Deposit Agreement.

13. RIGHTS.

(a) If rights are granted to the Depositary in respect of deposited Shares to purchase additional Shares or other securities, the Company and the Depositary shall endeavor to consult as to the actions, if any, the Depositary should take in connection with that grant of rights. The Depositary may, to the extent deemed by it to be lawful and practical (i) if requested in writing by the Company, grant to all or certain Owners rights to instruct the Depositary to purchase the securities to which the rights relate and deliver those securities or American Depositary Shares representing those securities to Owners, (ii) if requested in writing by the Company, deliver the rights to or to the order of certain Owners, or (iii) sell the rights to the extent practicable and distribute the net proceeds of that sale to Owners entitled to those proceeds. To the extent rights are not exercised, delivered or disposed of under (i), (ii) or (iii) above, the Depositary shall permit the rights to lapse unexercised.

(b) If the Depositary will act under (a)(i) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon instruction from an applicable Owner in the form the Depositary specified and upon payment by that Owner to the Depositary of an amount equal to the purchase price of the securities to be received upon the exercise of the rights, the Depositary shall, on behalf of that Owner, exercise the rights and purchase the securities. The purchased securities shall be delivered to, or as instructed by, the Depositary. The Depositary shall (i) deposit the purchased Shares under the Deposit Agreement and deliver American Depositary Shares representing those Shares to that Owner or (ii) deliver or cause the purchased Shares or other securities to be delivered to or to the order of that Owner. The Depositary will not act under (a)(i) above unless the offer and sale of the securities to which the rights relate are registered under the Securities Act of 1933 or the Depositary has received an opinion of United States counsel that is satisfactory to it to the effect that those securities may be sold and delivered to the applicable Owners without registration under the Securities Act of 1933.

(c) If the Depositary will act under (a)(ii) above, the Company and the Depositary will enter into a separate agreement setting forth the conditions and procedures applicable to the particular offering. Upon (i) the request of an applicable Owner to deliver the rights allocable to the American Depositary Shares of that Owner to an account specified by that Owner to which the rights can be delivered and (ii) receipt of such documents as the Company and the Depositary agreed to require to comply with applicable law, the Depositary will deliver those rights as requested by that Owner.

(d) If the Depositary will act under (a)(iii) above, the Depositary will use reasonable efforts to sell the rights in proportion to the number of American Depositary Shares held by the applicable Owners and pay the net proceeds to the Owners otherwise entitled to the rights that were sold, upon an averaged or other practical basis without regard to any distinctions among such Owners because of exchange restrictions or the date of delivery of any American Depositary Shares or otherwise.

(e) Payment or deduction of the fees of the Depositary as provided in Section 5.9 of the Deposit Agreement and payment or deduction of the expenses of the Depositary and any applicable taxes or other governmental charges shall be conditions of any delivery of securities or payment of cash proceeds under Section 4.4 of the Deposit Agreement.

(f) The Depositary shall not be responsible for any failure to determine that it may be lawful or feasible to make rights available to or exercise rights on behalf of Owners in general or any Owner in particular, or to sell rights.

14. CONVERSION OF FOREIGN CURRENCY.

Whenever the Depositary or the Custodian receives foreign currency, by way of dividends or other distributions or the net proceeds from the sale of securities, property or rights, and if at the time of the receipt thereof the foreign currency so received can in the judgment of the Depositary be converted on a reasonable basis into Dollars and the resulting Dollars transferred to the United States, the Depositary or one of its agents or affiliates or the Custodian shall convert or cause to be converted by sale or in any other manner that it may determine that foreign currency into Dollars, and those Dollars shall be distributed to the Owners entitled thereto. A cash distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Owners based on exchange restrictions, the date of delivery of any American Depositary Shares or otherwise and shall be net of any expenses of conversion into Dollars incurred by the Depositary as provided in Section 5.9 of the Deposit Agreement.

If a conversion of foreign currency or the repatriation or distribution of Dollars can be effected only with the approval or license of any government or agency thereof, the Depositary may, but will not be required to, file an application for that approval or license.

If the Depositary determines that in its judgment any foreign currency received by the Depositary or the Custodian is not convertible on a reasonable basis into Dollars transferable to the United States, or if any approval or license of any government or agency thereof that is required for such conversion is not filed or sought by the Depositary or is not obtained within a reasonable period as determined by the Depositary, the Depositary may distribute the foreign currency received by the Depositary to, or in its discretion may hold such foreign currency uninvested and without liability for interest thereon for the respective accounts of, the Owners entitled to receive the same.

If any conversion of foreign currency, in whole or in part, cannot be effected for distribution to some of the Owners entitled thereto, the Depositary may in its discretion make that conversion and distribution in Dollars to the extent practicable and permissible to the Owners entitled thereto and may distribute the balance of the foreign currency received by the Depositary to, or hold that balance uninvested and without liability for interest thereon for the account of, the Owners entitled thereto.

The Depositary may convert currency itself or through any of its affiliates, or the Custodian or the Company may convert currency and pay Dollars to the Depositary. Where the Depositary converts currency itself or through any of its affiliates, the Depositary acts as principal for its own account and not as agent, advisor, broker or fiduciary on behalf of any other person and earns revenue, including, without limitation, transaction spreads, that it will retain for its own account. The revenue is based on, among other things, the difference between the exchange rate assigned to the currency conversion made under the Deposit Agreement and the rate that the Depositary or its affiliate receives when buying or selling foreign currency for its own account. The Depositary makes no representation that the exchange rate used or obtained by it or its affiliate in any currency conversion under the Deposit Agreement will be the most favorable rate that could be obtained at the time or that the method by which that rate will be determined will be the most favorable to Owners, subject to the Depositary's obligations under Section 5.3 of that Agreement. The methodology used to determine exchange rates used in currency conversions made by the Depositary is available upon request. Where the Custodian converts currency, the Custodian has no obligation to obtain the most favorable rate that could be obtained at the time or to ensure that the method by which that rate will be determined will be the most favorable to Owners, and the Depositary makes no representation that the rate is the most favorable rate and will not be liable for any direct or indirect losses associated with the rate. In certain instances, the Depositary may receive dividends or other distributions from the Company in Dollars that represent the proceeds of a conversion of foreign currency or translation from foreign currency at a rate that was obtained or determined by or on behalf of the Company and, in such cases, the Depositary will not engage in, or be responsible for, any foreign currency transactions and neither it nor the Company makes any representation that the rate obtained or determined by the Company is the most favorable rate and neither it nor the Company will be liable for any direct or indirect losses associated with the rate.

15. RECORD DATES.

Whenever a cash dividend, cash distribution or any other distribution is made on Deposited Securities or rights to purchase Shares or other securities are issued with respect to Deposited Securities (which rights will be delivered to or exercised or sold on behalf of Owners in accordance with Section 4.4 of the Deposit Agreement) or the Depositary receives notice that a distribution or issuance of that kind will be made, or whenever the Depositary receives notice that a meeting of holders of Shares will be held in respect of which the Company has requested the Depositary to send a notice under Section 4.7 of the Deposit Agreement, or whenever the Depositary will assess a fee or charge against the Owners, or whenever the Depositary causes a change in the number of Shares that are represented by each American Depositary Share, or whenever the Depositary otherwise finds it necessary or convenient, the Depositary shall fix a record date, which shall be the same as, or as near as practicable to, any corresponding record date set by the Company with respect to Shares, (a) for the determination of the Owners (i) who shall be entitled to receive the benefit of that dividend or other distribution or those rights, (ii) who shall be entitled to give instructions for the exercise of voting rights at that meeting, (iii) who shall be responsible for that fee or charge or (iv) for any other purpose for which the record date was set, or (b) on or after which each American Depositary Share will represent the changed number of Shares. Subject to the provisions of Sections 4.1 through 4.5 of the Deposit Agreement and to the other terms and conditions of the Deposit Agreement, the Owners on a record date fixed by the Depositary shall be entitled to receive the amount distributable by the Depositary with respect to that dividend or other distribution or those rights or the net proceeds of sale thereof in proportion to the number of American Depositary Shares held by them respectively, to give voting instructions or to act in respect of the other matter for which that record date was fixed, or be responsible for that fee or charge, as the case may be.

16. VOTING OF DEPOSITED SHARES.

(a) Upon receipt of notice of any meeting of holders of Shares at which holders of Shares will be entitled to vote, if requested in writing by the Company, the Depositary shall, as soon as practicable thereafter, Disseminate to the Owners a notice, the form of which shall be in the sole discretion of the Depositary, that shall contain (i) the information contained in the notice of meeting received by the Depositary, (ii) a statement that the Owners as of the close of business on a specified record date will be entitled, subject to any applicable provision of Dutch law and of the articles of association or similar documents of the Company, to instruct the Depositary as to the exercise of the voting rights pertaining to the amount of Shares represented by their respective American Depositary Shares, (iii) a statement as to the manner in which those instructions may be given and (iv) the last date on which the Depositary will accept instructions (the "Instruction Cutoff Date").

(b) Upon the written request of an Owner of American Depositary Shares, as of the date of the request or, if a record date was specified by the Depositary, as of that record date, received on or before any Instruction Cutoff Date established by the Depositary, the Depositary may, and if the Depositary sent a notice under the preceding paragraph shall, endeavor, in so far as practicable, to vote or cause to be voted the amount of deposited Shares represented by those American Depositary Shares in accordance with the instructions set forth in that request. The Depositary shall not vote or attempt to exercise the right to vote that attaches to the deposited Shares other than in accordance with instructions given by Owners and received by the Depositary.

(c) There can be no assurance that Owners generally or any Owner in particular will receive the notice described in paragraph (a) above in time to enable Owners to give instructions to the Depositary prior to the Instruction Cutoff Date.

(d) In order to give Owners a reasonable opportunity to instruct the Depositary as to the exercise of voting rights relating to Shares, if the Company will request the Depositary to Disseminate a notice under paragraph (a) above, the Company shall give the Depositary notice of the meeting, details concerning the matters to be voted upon and copies of materials to be made available to holders of Shares in connection with the meeting not less than 45 days prior to the meeting date.

17. TENDER AND EXCHANGE OFFERS; REDEMPTION, REPLACEMENT OR CANCELLATION OF DEPOSITED SECURITIES.

(a) The Depositary shall not tender any Deposited Securities in response to any voluntary cash tender offer, exchange offer or similar offer made to holders of Deposited Securities (a "Voluntary Offer"), except when instructed in writing to do so by an Owner surrendering American Depositary Shares and subject to any conditions or procedures the Depositary may require.

(b) If the Depositary receives a written notice that Deposited Securities have been redeemed for cash or otherwise purchased for cash in a transaction that is mandatory and binding on the Depositary as a holder of those Deposited Securities (a "Redemption"), the Depositary, at the expense of the Company, shall (i) if required, surrender Deposited Securities that have been redeemed to the issuer of those securities or its agent on the redemption date, (ii) Disseminate a notice to Owners (A) notifying them of that Redemption, (B) calling for surrender of a corresponding number of American Depositary Shares and (C) notifying them that the called American Depositary Shares have been converted into a right only to receive the money received by the Depositary upon that Redemption and those net proceeds shall be the Deposited Securities to which Owners of those converted American Depositary Shares shall be entitled upon surrenders of those American Depositary Shares in accordance with Section 2.5 or 6.2 of the Deposit Agreement and (iii) distribute the money received upon that Redemption to the Owners entitled to it upon surrender by them of called American Depositary Shares in accordance with Section 2.5 of that Agreement (and, for the avoidance of doubt, Owners shall not be entitled to receive that money under Section 4.1 of that Agreement). If the Redemption affects less than all the Deposited Securities, the Depositary shall call for surrender a corresponding portion of the outstanding American Depositary Shares and only those American Depositary Shares will automatically be converted into a right to receive the net proceeds of the Redemption. The Depositary shall allocate the American Depositary Shares converted under the preceding sentence among the Owners pro-rata to their respective holdings of American Depositary Shares immediately prior to the Redemption, except that the allocations may be adjusted so that no fraction of a converted American Depositary Share is allocated to any Owner. A Redemption of all or substantially all of the Deposited Securities shall be a Termination Option Event.

(c) If the Depositary is notified of or there occurs any change in nominal value or any subdivision, combination or any other reclassification of the Deposited Securities or any recapitalization, reorganization, sale of assets substantially as an entirety, merger or consolidation affecting the issuer of the Deposited Securities or to which it is a party that is mandatory and binding on the Depositary as a holder of Deposited Securities and, as a result, securities or other property have been or will be delivered in exchange, conversion, replacement or in lieu of, Deposited Securities (a "Replacement"), the Depositary shall, if required, surrender the old Deposited Securities affected by that Replacement of Shares and hold, as new Deposited Securities under the Deposit Agreement, the new securities or other property delivered to it in that Replacement. However, the Depositary may elect to sell those new Deposited Securities if in the opinion of the Depositary it is not lawful or not practical for it to hold those new Deposited Securities under the Deposit Agreement because those new Deposited Securities may not be distributed to Owners without registration under the Securities Act of 1933 or for any other reason, at public or private sale, at such places and on such terms as it deems proper and proceed as if those new Deposited Securities had been Redeemed under paragraph (b) above. A Replacement shall be a Termination Option Event.

(d) In the case of a Replacement where the new Deposited Securities will continue to be held under the Deposit Agreement, the Depositary may call for the surrender of outstanding Receipts to be exchanged for new Receipts specifically describing the new Deposited Securities and the number of those new Deposited Securities represented by each American Depositary Share. If the number of Shares represented by each American Depositary Share decreases as a result of a Replacement, the Depositary may call for surrender of the American Depositary Shares to be exchanged on a mandatory basis for a lesser number of American Depositary Shares and may sell American Depositary Shares to the extent necessary to avoid distributing fractions of American Depositary Shares in that exchange and distribute the net proceeds of that sale to the Owners entitled to

them.

(e) If there are no Deposited Securities with respect to American Depositary Shares, including if the Deposited Securities are cancelled, or the Deposited Securities with respect to American Depositary Shares have become apparently worthless, the Depositary may call for surrender of those American Depositary Shares or may cancel those American Depositary Shares, upon notice to Owners, and that condition shall be a Termination Option Event.

18. LIABILITY OF THE COMPANY AND DEPOSITARY.

Neither the Depositary nor the Company nor any of their respective directors, employees, agents or affiliates shall incur any liability to any Owner or Holder:

(i) if by reason of (A) any provision of any present or future law or regulation or other act or action of the government of the United States, any State of the United States or any other state or jurisdiction, or of any governmental or regulatory authority or stock exchange; (B) (in the case of the Depositary only) any provision, present or future, of the articles of association or similar document of the Company, or by reason of any provision of any securities issued or distributed by the Company, or any offering or distribution thereof; or (C) any event or circumstance, whether natural or caused by a person or persons, that is beyond the ability of the Depositary or the Company, as the case may be, to prevent or counteract by reasonable care or effort (including, but not limited to earthquakes, floods, severe storms, fires, explosions, war, terrorism, civil unrest, labor disputes, criminal acts or outbreaks of infectious disease; interruptions or malfunctions of utility services, Internet or other communications lines or systems; unauthorized access to or attacks on computer systems or websites; or other failures or malfunctions of computer hardware or software or other systems or equipment), the Depositary or the Company is, directly or indirectly, prevented from, forbidden to or delayed in, or could be subject to any civil or criminal penalty on account of doing or performing and therefore does not do or perform, any act or thing that, by the terms of the Deposit Agreement or the Deposited Securities, it is provided shall be done or performed;

(ii) for any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement (including any determination by the Depositary to take, or not take, any action that the Deposit Agreement provides the Depositary may take);

(iii) for the inability of any Owner or Holder to benefit from any distribution, offering, right or other benefit that is made available to holders of Deposited Securities but is not, under the terms of the Deposit Agreement, made available to Owners or Holders; or

(iv) for any special, consequential or punitive damages for any breach of the terms of the Deposit Agreement.

Where, by the terms of a distribution to which Section 4.1, 4.2 or 4.3 of the Deposit Agreement applies, or an offering to which Section 4.4 of that Agreement applies, or for any other reason, that distribution or offering may not be made available to Owners, and the Depositary may not dispose of that distribution or offering on behalf of Owners and make the net proceeds available to Owners, then the Depositary shall not make that distribution or offering available to Owners, and shall allow any rights, if applicable, to lapse.

Neither the Company nor the Depositary assumes any obligation or shall be subject to any liability under the Deposit Agreement to Owners or Holders, except that they agree to perform their obligations specifically set forth in the Deposit Agreement without negligence or bad faith. The Depositary shall not be a fiduciary or have any fiduciary duty to Owners or Holders. The Depositary shall not be subject to any liability with respect to the validity or worth of the Deposited Securities. Neither the Depositary nor the Company shall be under any obligation to appear in, prosecute or defend any action, suit, or other proceeding in respect of any Deposited Securities or in respect of the American Depositary Shares, on behalf of any Owner or Holder or other person. Neither the Depositary nor the Company shall be liable for any action or non-action by it in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Owner or Holder, or any other person believed by it in good faith to be competent to give such advice or information. Each of the Depositary and the Company may rely, and shall be protected in relying upon, any written notice, request, direction or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with a matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises, the Depositary performed its obligations without negligence or bad faith while it acted as Depositary. The Depositary shall not be liable for the acts or omissions of any securities depository, clearing agency or settlement system in connection with or arising out of book-entry settlement of American Depositary Shares or Deposited Securities or otherwise. In the absence of bad faith on its part, the Depositary shall not be responsible for any failure to carry out any instructions to vote any of the Deposited Securities or for the manner in which any such vote is cast or the effect of any such vote. The Depositary shall have no duty to make any determination or provide any information as to the tax status of the Company or any liability for any tax consequences that may be incurred by Owners or Holders as a result of owning or holding American Depositary Shares. The Depositary shall not be liable for the inability or failure of an Owner or Holder to obtain the benefit of a foreign tax credit, reduced rate of withholding or refund of amounts withheld in respect of tax or any other tax benefit.

19. RESIGNATION AND REMOVAL OF THE DEPOSITARY; APPOINTMENT OF SUCCESSOR CUSTODIAN.

The Depositary may at any time resign as Depositary under the Deposit Agreement by written notice of its election so to do delivered to the Company, to become effective upon the appointment of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. The Depositary may at any time be removed by the Company by 120 days' prior written notice of that removal, to become effective upon the later of (i) the 120th day after delivery of the notice to the Depositary and (ii) the appointment of a successor depositary and its acceptance of its appointment as provided in the Deposit Agreement. The Depositary in its discretion may at any time appoint a substitute or additional custodian or custodians.

20. AMENDMENT.

The form of the Receipts and any provisions of the Deposit Agreement may at any time and from time to time be amended by agreement between the Company and the Depositary without the consent of Owners or Holders in any respect which they may deem necessary or desirable. Any amendment that would impose or increase any fees or charges (other than taxes and other governmental charges, registration fees, cable (including SWIFT) or facsimile transmission costs, delivery costs or other such expenses), or that would otherwise prejudice any substantial existing right of Owners, shall, however, not become effective as to outstanding American Depositary Shares until the expiration of 30 days after notice of that amendment has been Disseminated to the Owners of outstanding American Depositary Shares. Every Owner and Holder, at the time any amendment so becomes effective, shall be deemed, by continuing to hold American Depositary Shares or any interest therein, to consent and agree to that amendment and to be bound by the Deposit Agreement as amended thereby. Upon the effectiveness of an amendment to the form of Receipt, including a change in the number of Shares represented by each American Depositary Share, the Depositary may call for surrender of Receipts to be replaced with new Receipts in the amended form or call for surrender of American Depositary Shares to effect that change of ratio. In no event shall any amendment impair the right of the Owner to surrender American Depositary Shares and receive delivery of the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law.

21. TERMINATION OF DEPOSIT AGREEMENT.

(a) The Company may initiate termination of the Deposit Agreement by notice to the Depositary. The Depositary may initiate termination of the Deposit Agreement if (i) at any time 60 days shall have expired after the Depositary delivered to the Company a written resignation notice and a successor depositary has not been appointed and accepted its appointment as provided in Section 5.4 of that Agreement or (ii) a Termination Option Event has occurred. If termination of the Deposit Agreement is initiated, the Depositary shall Disseminate a notice of termination to the Owners of all American Depositary Shares then outstanding setting a date for termination (the "Termination Date"),

which shall be at least 90 days after the date of that notice, and the Deposit Agreement shall terminate on that Termination Date.

(b) After the Termination Date, the Company shall be discharged from all obligations under the Deposit Agreement except for its obligations to the Depositary under Sections 5.8 and 5.9 of that Agreement.

(c) At any time after the Termination Date, the Depositary may sell the Deposited Securities then held under the Deposit Agreement and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, unsegregated and without liability for interest, for the pro rata benefit of the Owners of American Depositary Shares that remain outstanding, and those Owners will be general creditors of the Depositary with respect to those net proceeds and that other cash. After making that sale, the Depositary shall be discharged from all obligations under the Deposit Agreement, except (i) to account for the net proceeds and other cash (after deducting, in each case, the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of such American Depositary Shares in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges), (ii) for its obligations under Section 5.8 of that Agreement and (iii) to act as provided in paragraph (d) below.

(d) After the Termination Date, the Depositary shall continue to receive dividends and other distributions pertaining to Deposited Securities (that have not been sold), may sell rights and other property as provided in the Deposit Agreement and shall deliver Deposited Securities (or sale proceeds) upon surrender of American Depositary Shares (after payment or upon deduction, in each case, of the fee of the Depositary for the surrender of American Depositary Shares, any expenses for the account of the Owner of those American Depositary Shares in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges). After the Termination Date, the Depositary shall not accept deposits of Shares or deliver American Depositary Shares. After the Termination Date, (i) the Depositary may refuse to accept surrenders of American Depositary Shares for the purpose of withdrawal of Deposited Securities (that have not been sold) or reverse previously accepted surrenders of that kind that have not settled if in its judgment the requested withdrawal would interfere with its efforts to sell the Deposited Securities, (ii) the Depositary will not be required to deliver cash proceeds of the sale of Deposited Securities until all Deposited Securities have been sold and (iii) the Depositary may discontinue the registration of transfers of American Depositary Shares and suspend the distribution of dividends and other distributions on Deposited Securities to the Owners and need not give any further notices or perform any further acts under the Deposit Agreement except as provided in Section 6.2 of that Agreement.

22. DTC DIRECT REGISTRATION SYSTEM AND PROFILE MODIFICATION SYSTEM.

(a) Notwithstanding the provisions of Section 2.4 of the Deposit Agreement, the parties acknowledge that DTC's Direct Registration System ("DRS") and Profile Modification System ("Profile") apply to the American Depositary Shares upon acceptance thereof to DRS by DTC. DRS is the system administered by DTC that facilitates interchange between registered holding of uncertificated securities and holding of security entitlements in those securities through DTC and a DTC participant. Profile is a required feature of DRS that allows a DTC participant, claiming to act on behalf of an Owner of American Depositary Shares, to direct the Depositary to register a transfer of those American Depositary Shares to DTC or its nominee and to deliver those American Depositary Shares to the DTC account of that DTC participant without receipt by the Depositary of prior authorization from the Owner to register that transfer.

(b) In connection with DRS/Profile, the parties acknowledge that the Depositary will not determine whether the DTC participant that is claiming to be acting on behalf of an Owner in requesting registration of transfer and delivery as described in paragraph (a) above has the actual authority to act on behalf of that Owner (notwithstanding any requirements under the Uniform Commercial Code). For the avoidance of doubt, the provisions of Sections 5.3 and 5.8 of the Deposit Agreement apply to the matters arising from the use of the DRS/Profile. The parties agree that the Depositary's reliance on and compliance with instructions received by the Depositary through the DRS/Profile system and otherwise in accordance with the Deposit Agreement, shall not constitute negligence or bad faith on the part of the Depositary.

23. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS; SUBMISSION TO JURISDICTION; JURY TRIAL WAIVER; WAIVER OF IMMUNITIES.

The Company has (i) appointed _____ as the Company's authorized agent in the United States upon which process may be served in any suit or proceeding arising out of or relating to the Shares or Deposited Securities, the American Depositary Shares, the Receipts or the Deposit Agreement, (ii) consented and submitted to the jurisdiction of any state or federal court in the State of New York in which any such suit or proceeding may be instituted, and (iii) agreed that service of process upon said authorized agent shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding.

EACH PARTY TO THE DEPOSIT AGREEMENT (INCLUDING, FOR AVOIDANCE OF DOUBT, EACH OWNER AND HOLDER) THEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING AGAINST THE COMPANY AND/OR THE DEPOSITARY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SHARES OR OTHER DEPOSITED SECURITIES, THE AMERICAN DEPOSITARY SHARES OR THE RECEIPTS, THE DEPOSIT AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN OR THEREIN, OR THE BREACH HEREOF OR THEREOF, INCLUDING, WITHOUT LIMITATION, ANY QUESTION REGARDING EXISTENCE, VALIDITY OR TERMINATION (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND ANY CLAIM BASED ON U.S. FEDERAL SECURITIES LAWS.

No disclaimer of liability under the United States federal securities laws or the rules and regulations thereunder is intended by any provision of the Deposit Agreement, inasmuch as no person is able to effectively waive the duty of any other person to comply with its obligations under those laws, rules and regulations.

To the extent that the Company or any of its properties, assets or revenues may have or hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any duty of performance under the Deposit Agreement, claim, legal action, suit or proceeding, from the giving of any relief in any respect thereof, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Shares or Deposited Securities, the American Depositary Shares, the Receipts or the Deposit Agreement, the Company, to the fullest extent permitted by law, hereby irrevocably and unconditionally waives, and agrees not to plead or claim, any such immunity and consents to such relief and enforcement.

Exhibit 5.1

Personal and confidential
RanMarine Technology B.V.
Galileïstraat 15
3029 AL ROTTERDAM

Re: 45922018 – Legal Opinion RanMarine Technology B.V. F-1 Registration Statement (File No. 273199)

Rotterdam, January 24, 2024

Dear Sir/Madam,

We refer to the above-captioned registration statement on Form F-1 (as amended, the **Registration Statement**) under the Securities Act of 1933, filed with the Securities and Exchange Commission (**SEC**) by RanMarine Technology B.V. a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its registered office (*statutaire zetel*) in Rotterdam, the Netherlands, its principal place of business at Galileïstraat 15, 3029AL Rotterdam, the Netherlands, and registered with the trade register (*handelsregister*) of the Chamber of Commerce (*Kamer van Koophandel*) (the **Trade Register**) under number 65812441 (the **Company**).

The Registration Statement pertains to an offering (the **Offering**) underwritten by the underwriters mentioned in such Registration Statement (the **Underwriters**) pursuant to the underwriter agreement mentioned in such Registration Statement (the **Underwriting Agreement),** governed by the laws of the state of New York, and relates to the issuance and sale by the Company of (i) units (the **Units**) consisting of (a) one American Depositary Share issued by Bank of New York Mellon (the **Depositary**) in connection with a deposit agreement, governed by the laws of the state of New York, as mentioned in the Registration Statement (**Deposit Agreement**, and each American Depositary Share issued by the Depositary under the Deposit Agreement **American Depositary Share** or **ADS**), representing one ordinary share of the Company, with a par value of value $0.01 (such ordinary share: a **New Share**, and together with each New Share, the **New Shares**), (b) one tradeable warrant (a **Tradeable Warrant**) exercisable for the purchase of one American Depositary Share representing one ordinary share of the Company with a par value of value $0.01, and (c) one non-tradeable warrant (a **Non-tradeable Warrant**; together with each Tradeable Warrant, the **Warrants**) exercisable for the purchase of one American Depositary Share representing one ordinary share of the Company with a par value of value $0.01, (ii) American Depositary Shares issuable upon exercise of the Warrants (**Warrant ADSs**) (iii) American Depositary Shares held or to be held by Selling Shareholders as defined in the related Resale Prospectus Provisions of the Registration Statement each representing one ordinary share of the Company with a par value of value $0.01 (such underlying ordinary shares: an **existing share** and together with each existing share, the **Selling Shareholder's Existing Shares),** and (iv) warrants to be issued to the representative of the Underwriters as compensation for their services pursuant to the Underwriting agreement to be entered into by and between the Company and the Underwriters (the **Representative Warrants**), including American Depository Shares issuable upon the exercise of the Representative Warrants, each American Depositary Share representing one ordinary share of the Company with a par value of value $0.01(such ordinary shares: the **Representative Warrant Shares**). We understand that the Units and Warrants are to be sold as described in the Registration Statement. Under the Deposit Agreement all ordinary shares representing American Depositary Shares shall be issued to the Depositary, which shall make available the relevant American Depositary Shares to the relevant holders.

We have examined the originals, photocopies, certified copies or other evidence of such records of the Company, certificates of directors of the Company and public officials, resolutions prepared by us (**Resolutions**), deeds of issue including one or more notarial deeds of issue (to be) executed before a civil law notary of our firm (**Deeds of Issue**), the shareholders' register of the Company (**Shareholders' Register**) and other documents as we have deemed relevant and necessary as a basis for the opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as certified copies or photocopies and the authenticity of the originals of such latter documents. Furthermore, we have assumed all information in the Trade Register pertaining to the Company is true.

Based on the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The Company is a corporation duly incorporated and validly existing under the laws of The Netherlands as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*).

2. Subject to receipt by the Company of payment in full for the New Shares as provided for in the Underwriting Agreement, valid execution of a notarial deed before a Dutch law civil law notary (**Notarial Deed**) by the Depositary and the Company, and when issued and accepted in accordance with the Resolutions, the Underwriting Agreement and the Deeds of Issue, the New Shares shall be validly issued to the Depositary in accordance with Dutch law and shall be fully paid and non-assessable.

3. No law, rule or regulation under the laws of the Netherlands will prevent the Units, when delivered in accordance with the relevant terms and applicable law upon payment of the agreed upon consideration therefor, from constituting valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except that (a) such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and (b) the remedies of specific performance and injunctive and other forms of injunctive relief may be subject to equitable defenses.

4. No law, rule or regulation under the laws of the Netherlands will prevent the Warrants underlying the Units, when issued against payment therefor, and in accordance with the relevant terms and applicable law, from constituting legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except that (a) such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and (b) the remedies of specific performance and injunctive and other forms of injunctive relief may be subject to equitable defenses.

5. The ordinary shares in the Company underlying the Warrant ADSs have been duly authorized by all necessary corporate action on the part of the Company and, when the Warrant ADSs are made avaialble, sold and delivered by the Depositary pursuant to the exercise of the Tradeable Warrants or the Non-Tradeable Warrants as the case may be, against due payment therefor by the Depositary to the Company, the ordinary shares underlying the relevant Warrant ADSs will be validly issued to the Depositary subject to valid execution of a Notarial Deed by the Depositary and the Company and shall, in accordance with Dutch law, be considered fully paid and non-assessable shares of Common Stock of the Company.

6. The Selling Shareholder's Existing Shares are validly issued in accordance with Dutch law, fully paid and non-assessable.

7. No law, rule or regulation under the laws of the Netherlands will prevent the Representative Warrants, when issued against payment therefor, and in accordance with the relevant terms and applicable law, from constituting legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except that (a) such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and (b) the remedies of specific performance and injunctive and other forms of injunctive relief may be subject to equitable defenses;

8. The Representative's Warrant Shares have been duly authorized by all necessary corporate action on the part of the Company and, when the American Depositary Shares representing the Representative Warrant Shares are made available, sold and delivered by the Depositary pursuant to the Representative's Warrants against due payment therefor by the Depositary to the Company, the relevant underlying Representative Warrant Shares will be validly issued to the Depositary subject to valid execution of a Notarial Deed by the Depositary and the Company, and shall, in accordance with Dutch law, be considered fully paid and non-assessable shares of Common Stock of the Company.

9. The entitlement of the Depositary to ordinary shares of the Company underlying the Warrant ADSs has been duly authorized by all necessary corporate action.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to our firm under "Legal Matters" in the related prospectus. In giving the foregoing consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Securities and Exchange Commission.

Furthermore:

- this opinion letter is strictly limited to the matters set forth herein, and no opinion may be inferred or implied beyond those expressly stated herein.

- we have only expressed opinions on matters of the laws of the European territory of the Kingdom of the Netherlands (the **Netherlands**) as they currently stand and as they have been published as at the date of this opinion letter. We have made no investigations into the laws of any other jurisdiction as a basis for the opinions as expressed herein, and we do not express or imply any opinion on such jurisdictions. In issuing this opinion letter, we do not assume any obligation to notify or to inform you of any developments subsequent to the date hereof which might render its contents untrue or inaccurate in whole or in part at such time.

- for the purpose of this opinion letter, we have not expressed an opinion on Dutch tax law European law (to the extent not directly applicable in the Netherlands), international law, competition law and/or anti-trust law.

- the opinions reflected above express and describe Dutch legal concepts in English and not in their original Dutch terms. Consequently, the opinions reflected above are issued and may only be relied upon on the express condition that they shall be governed by (and that all words and expressions used herein shall be construed and interpreted in accordance with) the laws of the Netherlands.

- This opinion is rendered to you under the express condition that (i) the competent courts at Rotterdam, the Netherlands have exclusive jurisdiction to settle any issues of interpretation or liability arising out of or in connection with this opinion letter, (ii) any legal relationship arising out of or in connection with this opinion letter (whether contractual or non-contractual), including the above submission to jurisdiction, is governed by the laws of the Netherlands, (iii) no person other than the professional partnership Ploum may be held liable in connection with this opinion letter.

Yours faithfully,

For and on behalf of
the professional partnership Ploum
By: Tom Ensink

EXHIBIT 5.2

January 24, 2024

RanMarine Technology B.V.
Galileïstraat 15, 3029AL
Rotterdam, The Netherlands
Re: RanMarine Technology B.V. - Registration Statement on Form F-1 (File No. 333-273199)

Ladies and Gentlemen:

We refer to the above-captioned registration statement on Form F-1 (as amended, the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act"), filed by RanMarine Technology B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands(the "Company"), with the Securities and Exchange Commission (the "Commission").

The Registration Statement relates to an initial public offering of up to (i) 1,435,000 units (the "Units"), each Unit consisting of one American Depositary Share ("ADS"), representing one ordinary share of the Company, one tradeable warrant to purchase one ADS of the Company (the "Tradeable Warrant"), and one non-tradeable warrant to purchase one ADS of the Company (the "Non- Tradeable Warrant"), with such Units to be sold in a firm commitment underwritten offering through WallachBeth Capital, LLC; and (ii) the potential resale by certain selling shareholders (the "Selling Shareholders") of an aggregate amount up to 1,932,914 ADSs, representing 1,932,914 ordinary shares of the Registrant (the "Resale Shares"), as well as warrants to be issued to the representative of the underwriters thereunder (the "Underwriter Warrants," together with the Tradeable Warrant and Non-Tradeable Warrant, the "Warrants"). The securities are being registered by the Company, which has engaged Wallachbeth Capital, LLC (the "Underwriter") in connection with the initial public offering of the Company's securities, as further described hereinabove (the "Offering").

We are acting as U.S. securities counsel for the Company in connection with the Registration Statement. We have examined the Registration Statement and the form of Tradeable Warrants, Non-Tradeable Warrants and form of Underwriter Warrants and have also examined and relied upon such other documents as we have deemed necessary for purposes of rendering the opinion hereinafter set forth.

In our examination of the foregoing documents, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, the authenticity of the originals of such latter documents and the legal competence of all signatories to such documents. We are rendering this opinion as to New York law. We are admitted to practice in the State of New York, and we express no opinion as to any matters governed by any law other than the law of the State of New York. In particular, we do not purport to pass on any matter governed by the laws of the Netherlands.

Based upon and subject to the foregoing, we are of the opinion that, when issued and sold in the manner described in the Registration Statement, the Warrants will be valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

The opinion set forth herein is rendered as of the date hereof, and we assume no obligation to update such opinion to reflect any facts or circumstances which may hereafter come to our attention or any changes in the law which may hereafter occur (which may have retroactive effect). In addition, the foregoing opinions are qualified to the extent that (a) enforceability may be limited by and be subject to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law (including, without limitation, concepts of notice and materiality), and by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' and debtors' rights generally (including, without limitation, any state or federal law in respect of fraudulent transfers); and (b) no opinion is expressed herein as to compliance with or the effect of federal or state securities or blue sky laws.

This opinion is rendered to you in connection with the filing of the Registration Statement. This opinion may not be relied upon for any other purpose, or furnished to, quoted or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

We hereby consent to the filing of this opinion as Exhibits 5.2 and 23.3 to the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the Registration Statement and in any Registration Statement pursuant to Rule 462(b) under the Securities Act. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Sichenzia Ross Ference Carmel LLP
Sichenzia Ross Ference Carmel LLP

Exhibit 10.1

BINDING FRAMEWORK AGREEMENT

I. PREAMBLE

ROTAX belongs to **NOVA NAUTIC** - known under the brand name **PORALU MARINE,** which is specialized in marina design & manufacture - from turn-key projects to products. **ROTAX** specialize in rotomoulding and product assembly for a variety of markets, including marinas & commercial ports. Both **ROTAX** and **PORALU MARINE** have developed a large international distribution network catering marinas & commercial ports for the last 40 years. As part of its core strategy, **ROTAX** have developed, currently manufacture & distribute a range of trash-collecting devices under the trademark ***The Searial Cleaners.***

RANMARINE specializes in product design and development (including mechanical, electronic, software) for a range of **ASVs** that operate in aquatic environments. **RANMARINE** sells its **aquatic ASVs** to a range of markets, including industrial markets and governments. **RANMARINE** uses the trademarks *WasteShark, DataShark, DI/Shark, MegaShark, SharkPod, TenderShark, SharkS/ider*

With a view to extend its *Searial Cleaners* range, **ROTAX** wishes to assemble & exclusively distribute **RANMARINE AUTONOMOUS SURFACE VESSELS (ASVs)** to marinas and commercial ports, globally.

With a view to develop a presence for its **ASVs** on the markets of marinas & commercial ports, **RANMARINE** wishes to hand over exclusive distribution to **ROTAX** for marinas & commercial ports markets.

With a view to optimize and secure fabrication, **RANMARINE** wishes to assemble its **ASVs** with **ROTAX.**

II. DEFINITIONS

"Agreement" means this framework Agreement, as amended, supplemented or otherwise modified from time to time.

"Background IP" means any Intellectual Property owned by the Parties prior to executing this Agreement.

"Custom Development" means any development of the Product requested by ROTAX.

"Critical defect" means a Defect which renders the Product inoperable and without having a workaround to become operable.

- **"Data"** means the information that is recorded and stored on a RANMARINE product, and can be of two types: Device Data: information captured and stored which is generated by the RANMARINE product's internal electronic systems (vision, telemetry, diagnostics, communication and autonomy systems) Sensor Data: data generated by an externally affixed sensor, that is not part of the standard product build

- **"Defect"** means a bug, error, malfunction or other defect in the Deliverables which affects the expected use of the Product namely according to the Specifications.

"Deliverables" me.ms the deliverables set forth in Appendix 4.

"Default" means failure for **ROTAX** o r **RANMARINE** to perform the contractual obligations described in this document. Does not involve negligence or intentional omission. The prejudices party is entitled to require execution of contractual obligation by the failing party, and upon non-compliance, termination of contract.

- **"Foreground IP"** means any Intellectual Property Right that is both related to the Product and conceived, created or developed while this Agreement is in force.

- **"Initial Set-up"** means any necessary training to enable **ROTAX** to perform its rights & obligations. It includes any relevant documentation, drawings and specifications that **ROTAX** reasonably considers necessary and requires to enable assembly, marketing, and maintaining the ASVs, as specified in appendix 5

"Intellectual Property Right" or "Intellectual Property" or "IP" means all rights of a person or entity in, to, arising out of or associated with: (i) patents, utility models, invention registrations (or any similar right) and applications therefor and any and all re-issues, divisions, continuations, renewals, provisionals, extensions and continuations-in-part thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, semiconductor mask works and registrations and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) any trademark or trade dress rights anywhere in the world; and (v) any other proprietary rights anywhere in the world.

"Kick-off" means the period between the signature of this agreement and the moment **ROTAX** is ready to assemble the Product by himself.

"Marina" means a dock or basin with moorings and supplies for recreational and leisure craft, yachts and boats.

"Commercial Port" means a small port/harbour, similar to a marina in setup, status and locations but does not include container traffic, manage energy terminals and large traffic deemed to be industrial/commercial in nature

- **"Industrial Port"** means a port that receive container traffic, manage energy terminals and large traffic deemed to be industrial/commercial in nature (Examples Rotterdam, Shanghai, Singapore, Houston etc)

"Marketing guidelines" means the rules by which parties must abide when communicating publicly.

"Non-critical Defect" means any Defect which is not a Critical Defect.

"Post-sales" designates the period when the product is delivered to the customer and during which the customer will seek product satisfaction. Post-sales include technical support to the customer, maintenance and warranties.

- **"Product"** means the AUTONOMOUS SURFACE VESSEL as developed by **RANMARINE** and conform to the Specifications. Product includes any Update or Custom Development made during the term of this Agreement.

"Specifications" means the specifications as set forth in Exhibit I.

"Update" means any and all development made by PARTNER X to achieve conformity with the Specifications, to solve a Defect or prevent obsolescence of the Product.

III. ASSEMBLY, PURCHASE & SALES

a. ROTAX rights & obligations

Assembly

ROTAX shall exclusively assemble **ASVs** for the markets for which it holds exclusive distribution

ROTAX shall complete take-over no later than 9 months after receipt of *assembly deliverables* from **RANMARINE**

Distribution

ROTAX shall exclusively distribute **ASVs,** worldwide, for Commercial Ports & Marinas, publicly or privately owned. No restrictions shall be imposed on pricing by **RANMARINE**

ROTAX commit to enabling distribution of **RANMARINE ASVs** at the latest 60 days after receipt of *distribution deliverables* from **RANMARINE**

Electronics

ROTAX commit to buying all Electronic Parts, Data Packages and Accessories exclusively from **RANMARINE** at the price specified in Appendix 3.

Price to be yearly reviewed with a 2% maximum variation from one year to the other, such that neither party suffers economic loss as a result of economic factors beyond the control of each party.

In the event **RANMARINE** ceases to operate and is permanently unable to supply electronics, **RANMARINE** shall grant **ROTAX** access to IP details for **ROTAX** to be able to continue the assembly & sale of **RANMARINE ASVs.**

Data Access

ROTAX shall have access to consolidated data extracted from **RANMARINE ASVs** for the markets for which it holds exclusive distribution.

b. RANMARINE rights & obligations

Deliverables necessary for distribution & Assembly

RANMARINE shall supply *Deliverables* necessary for distributing 30 days maximum after signature of the present agreement.

RANMARINE shall supply *Deliverables* necessary for assembly 90 days maximum after signature of the present agreement.

RANMARINE commits to accompanying **ROTAX** for the *Initial set-up* of assembly & distribution, without any extra charge.

Exclusivity

RANMARINE shall not grant similar assembly &_distribution rights to another partner for the term of the contract

Kick Off

If required by **ROTAX,** and with a view to deliver clients without further delay, **RANMARINE** shall supply fully assembled **RANMARINE ASVs.**

Leadtime for such supply shall not exceed 10 weeks.

RANMARINE shall supply **ROTAX** with Demonstration units for marketing purposes, as specified in Appendix 6

Data Access

RANMARINE shall make accessible consolidated data extracted from **RANMARINE ASVs** sold by **ROTAX** within their exclusive market sector

RANMARINE reserves the right to manage data recorded by any device/sensor which is attached to its product, or which is integrated within its product & derive commercial benefit from this, beyond the context of the commercial relationship that **ROTAX** maintains with its customers. When doing so, **RANMARINE** shall not use contact information of **ROTAX** clients publicly.

---

c. objectives

Below figures to apply from date: date of receipt of *Distribution Deliverables* + 60 days:

Y1+Y2	190
Y3	130

Quantitative objectives for the following years are to be defined yearly.
Quantitative objectives cannot exceed a growth of 10% compared to previous year, starting from the 4th year.

Shall **ROTAX** not reach the above quantitative objectives, **RANMARINE** may:

- Give assistance to **ROTAX, at ROTAX's** cost
- Give such other or further assistance or impose such other further condition as **RANMARINE** considers reasonable.
- Partially or entirely waive distribution exclusivity:
    - Reduce territory
    - Reduce range of products

In the event **RANMARINE** waives **ROTAX's** distribution exclusivity on a territory which prior required *Custom development* performed by **RANMARINE** and /or certification, **RANMARINE** to refund costs incurred to **ROTAX.**

IV. INITIAL SET-UP

RANMARINE shall provide initial set-up documentation, expertise & assistance to **ROTAX** to enable the assembly, marketing and maintenance of **RANMARINE ASVs,** as specified in Appendix 5.

V. MARKETING

a. Marketing guidelines

RANMARINE and **ROTAX** shall comply with the *Marketing Guidelines,* specified in Appendix 7

b. Portal

RANMARINE shall enable a *Searial Cleaners-themed* web portal, exclusively destined to **ROTAX** commercial ports & marinas' clients. **ROTAX** shall be guaranteed continuous access to the *Searial Cleaners* -themed web portal.

c. Trademarks

ROTAX shall use the trademark of its choice for the distribution of **RANMARINE ASVs** and is entitled to use the umbrella Trademark *Searial Cleaners.* **ROTAX** shall refer to the baseline ***"Powered by RANMAR/NE"*** **on RANMARINE ASVs,** as well as on all marketing material referred to in Appendix 7.

ROTAX shall bear the cost of any additional/exceptional artwork/branding that it may specify to **RANMARINE** for inclusion on the products supplied (for example, unique colourways or schematics/artwork)

VI. POST-SALES

Post-sales during *Kick-off* period remains with **RANMARINE.**
Post-sales after *Kick-off* period is transferred to **ROTAX.**
During & after *Kick off* period, **RANMARINE** remains responsible for ASVs critical & non-critical defects, to the extent that they are NOT related to the manner in which a device is operated and managed by a customer (misuse, lack of maintenance for example).

A yearly rate over 5 % product defects, shall allow **ROTAX** to review quantitative objectives
RANMARINE must supply Post-sales *Deliverables* at the latest 4 months after signature of the present agreement

VII. EXTRA TERRITORIAL SALES: AGENCY AGREEMENTS

Both parties shall be able to pursue a sale outside of the distribution territories defined in this Agreement if they do so under Agency agreement principles. Both parties must ensure full transparency in representing each other. Commissions to be defined on a case per case basis.

VIII.DEVELOPMENTS

a. Updates

As specified in European law, **RANMARINE** proceed to *Updates* at its own charge.

RANMARINE must make all *Updates* available to **ROTAX.**

General product enhancements will be made available to all customers, but may be sold as separate, optional functional upgrades (e.g. additional hardware that may be required for rear-facing camera)

b. Custom developments

ROTAX shall be entitled to proceed to *custom developments,* at its own charge

For product engineering & electronics, **ROTAX** shall order *Custom developments* from **RANMARINE RANMARINE** commits to proceeding to *Custom developments* for the benefit of **ROTAX.**

ROTAX shall be entitled to waive the above exclusivity in case **RANMARINE** refuses to proceed to *Custom developments* as requested by **ROTAX** for product engineering & electronics.

RANMARINE engineering fee to apply is €100/hour. Price to be yearly reviewed with a 3% maximum variation from one year to the other. Quotation may include costs incurred by any necessary training resulting from *Custom Development:* technical & commercial

Certifications for custom developments shall remain **ROTAX's** responsibility.

c. Co-development

The parties agree to meeting every 6 months to share user feedback, strategic visions and map out a product development plan for the markets for which **ROTAX** holds exclusivity.

RANMARINE and **ROTAX** remain free to explore co-development opportunities if this format proves more efficient than Custom developments schemes.

In such case, expenses will be shared between **RANMARINE** and **ROTAX** on a case per case basis, certifications included.

IX. INTELLECTUAL PROPERTY

Background IP is and remains **RANMARINE** property
Foreground IP on *Updates* is **RANMARINE** property
Foreground IP on *Custom Developments* is ROTAX's property
As per European laws, *Foreground IP* will be automatically disclosed to ROTAX, without extra additional charge. Foreground IP on *Developments* carried out by both parties together, *Foreground IP* will be shared between the parties.

RANMARINE grants an exclusive and worldwide license on *background IP* including trademarks.

ROTAX can choose a trademark of its own choice to distribute **RANMARINE ASVs**

Foreground IP on custom developments requiring the shared use of both ROTAX and RANMARINE resources and/or personnel will be shared between the parties.

X. FINANCIAL TERMS

ROTAX shall pay a royalty of **1300€/unit** to **RANMARINE** for each **AUTONOMOUS SURFACE VEHICLE** assembled & shipped. This royalty excludes data and front-end software packages.

ROTAX shall buy data packages and accessories from **RANMARINE** at prices set in Appendix 2

During Kick-off, **ROTAX** shall buy fully assembled **ASVs** at the prices set in Appendix 2. This excludes data packages.

XI. DURATION

- 5 years, tacit renewal

XII. TERMINATION

- This contract can be set aside entirely with mutual consent of both parties
- Termination of contract for default will be one after one-month prior notice without reply from other party
- The contract can be terminated due to non-performance of unit sales of a non-exclusive contract. See Section C of objectives.

XIII. CONFIDENTIALITY

Standard non-disclosure clause to insert for the term of the contract

XIV. CONTRACT

The present framework agreement will be superseded by a contract, to be signed at the latest July 2021.

Framework agreement signatories:

Signed on behalf of ROTAX / NOVA NAUTIC

Name:

Position:

Date:

Place:

Signed on behalf of RanMarine Technology BV

Name: Richard Hardiman

Position: Director

Date: 1st April 2021

Place: Rotterdam, The Netherlands

RanMarine Technology B.V.
The Netherlands
KvK/Reg 65812441
Established 2016

PORALU MARINE
NOVA NAUTIC - Z.I. - Rue des Bouleaux - 01460 POISY
Tél. 04 74 26 28 11 - Fax 04 74 26 78 00
SAS au Capital de 3 578 432 € - SIRET 511 219 370 00018

Appendix 1: Products specifications

MVP Requirements include : front flaps, corner marine lights, handles, wheels, light grey rubber bumper on the hull,*Searial Cleaners* colored hull.

1) Description

ASV Manual: Components & Functional Description

A ASV Manual will consist of the following components and systems:

- A fibreglass hull the following dimensions: 157cm (L) x 109cm (W) x 52cm (H), finished in a resin colour of ROTAX's preference (creative to be confirmed by ROTAX)
- A removable lid for the hull, allowing access to the internal components of the ASV
- 4 x UN3481, Lithium ion batteries
- A charger and cables for battery charging
- 2 thrusters surrounded by a protective aluminium housing
- Transmitter (controller) with a "line of sight" remote control range of 500m
- An on-board camera
- A video transmitter for viewing camera visual feed (with a "line of sight" range of 300m)
- A screen (which may be Integrated on the RC transmitter)
- An aluminium waste collection basket with a front flap, which can be removed from the hull
- A GPS antenna and system
- White lights on each corner of the hull
- 4 x handles
- Guiding wheels mounted at each corner of the hull
- A light grey rubber bumper on the hull
- Internal electronic? to manage and enable:
    - electrical power systems
    - battery mahagement system
    - thruster control
    - radio-control functions
    - telemetry
    - on-board health and diagnostics and data
    - wireless communication

ASV Manual Data & Software Access Package Description:

The ASV Manual will be shipped with the capability of connecting to a 4G cellular network and a wireless network (provided by the customer) to enable communication of system diagnostics information and GPS data to RANMARINE back-end and front-end (customer portal) systems. ASV operational and system data will be able to be viewed on the RANMARINE portal with a designated ASV user login and password.

ASV Autonomous: Components & Functional Outline

A ASV Autonomous will consist of the following components and systems:

- A fibreglass hull the following dimensions: 157cm (L) x 109cm (W) x 52cm (H), finished in a resin colour of ROTAX's preference (to be supplied)
- A removable lid for the hull, allowing access to the internal components of the ASV
- 4 *x* UN3481, Lithium ion batteries
- A charger and cables for battery charging
- 2 thrusters surrounded by a protective aluminium housing
- Transmitter (controller) with a "line of sight" remote control range of 500m
- An on-board camera
- A video transmitter for viewing camera visual feed (with a "line of sight" range of 300m)
- A screen (which may be integrated on the RC transmitter)
- An aluminium waste collection basket with a front flap, which can be removed from the hull
- A GPS antenna and system
- White lights on each corner of the hull
- 4 x handles
- Guiding wheels mounted at each corner of the hull
- A light grey rubber bumper on the hull
- An IMU (Inertial Measurement Unit) Sensor
- Internal electronics to manage and enable:
    - electrical power systems
    - battery management system
    - thruster control
    - radio-control functions
    - telemetry
    - on-board health and diagnostics and data
    - 4G and wireless communication
    - on-board computing for route planning/ processing and state machine monitoring
    - autonomous route following

ASV Autonomous Data & Software Access Package Description:

The ASV Autonomous device will be shipped with the capability of connecting to a 4G cellular network and a wireless network (provided by the customer) to enable communication of system diagnostics information and GPS data to RANMARINE back-end and front-end (customer portal) systems. ASV operational and system data will be able to be viewed on the RANMARINE portal with a designated ASV user login and password. The autonomous data package will enable users to perform return-to-home, path-planning, geo-fencing and route planning and tracking functions from within the RANMARINE customer portal.

Autonomy with Collision Avoidance Package

- LiDar fitted to the ASV autonomous drone
- Sensor information from the LiDar is processed within the internal computing of the WaseShark to enable object detection and collision avoidance behaviours when the ASV is operating in autonomous mode

ASV Autonomous with Sensor Data & Software Access Package Description:

The ASV Autonomous device and sensor data package will be shipped with the capability of connecting to a 4G cellular network and a wireless network (provided by the customer) to enable communication of system diagnostics information and GPS data to RANMARINE back-end and front-end (customer portal) systems. ASV operational and system data will be able to be viewed on the RANMARINE portal with a designated ASV user login and password. The autonomous data package will enable users to perform return-to-home, path-planning, geo-fencing and route planning and tracking functions from within the RANMARINE customer portal. In addition, the sensor data package will allow customers (and ROTAX) to visualise and work with sensor data within the customer portal as a separate function (e.g. download-able CSV data extraction, and data visualisation).

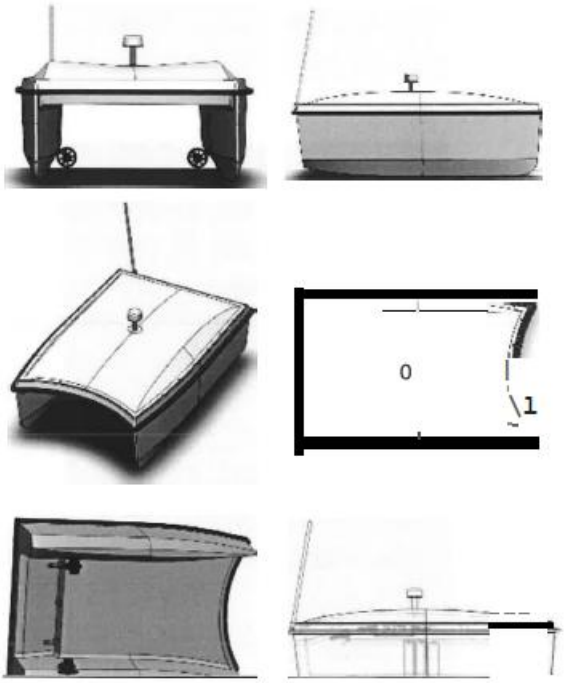
ACCESSORIES	
SHARKSLIDER	The Sharkslider allows you to lower the ASV into the water.
SENSOR PACKAGES	
DEPTH SENSOR	Sensor measures depth of water
TRIMETER	Measures temperature and depth position of sensor
MANTA 20	Measures temperature, pH, conductivity, DO, ORP and depth position of sensor
MANTA 30	Measures temperature, pH, conductivity, DO, ORP, turbidity and depth position of sensor
PACKAGING	
SHIPPING CRATE	Crate also includes wheels
FLIGHTCASE	Durable flight case on wheels

Sharkslider

The Sharkslider is a winch-enabled launching system for the ASV device which can be used to lower the ASV into the water in varying environmental contexts (e.g. shorelines, quaysides, jetties, slip-ways). It can be used as a permanent fixture or it can be assembled on site to provide launch capability on an ad-hoc basis.

2) Physical Specifications

This outline of the ASV's physical and mechanical attributes serves as a reference for both the ASV Manual and Autonomous product variants.



Length	157cm
Width	109cm
Height	52cm
Draft (Depth Underwater)	20cm
Weight	72kg

Maximum Speed	3km/hr
Thrust (per Thruster)	5.25kgf
Thrust (Reverse) (per Thruster)	4.1kgf
Maximum Operating Time on One Charge*	8hrs
Maximum Charging time	5hrs
Camera Video Range**	300m
Remote Control Range**	500m
Basket Volume Capacity	160L
Range (Distance Travelled on One	60kg
Charge)*	12km
Coverage Capability*	10,000m^2/workday
Recommended Coverage Area per Shark*	25,000m^2
Trash Collection Capacity*	500kg/workday

Wave Heignt (Max.)	0.5m
Wake Wave Height (Max.}	1.5m
Wind Speed (Max.)	40km/hr
Water Speed **(Max.}**	3 km/hr
Water Depth (Min.)	30cm
O'utdeor Tem erature (Max.)	50 °C
Outdoor Temperatur:e (Min.)	-15 °C
Can operate in saltwater, freshwater aml brackish water	
.Exercise caution operating at night	

Note: These are estimated values. The weather and operating environment is complex and ever changing. Do not operate the ASV if the conditions feel unsafe.

Appendix 2: Pricing for assembled ASVs

ASV MANUAL	M0n ual ASV	€ 12500
ASV AUTONOMY	ASV with autonomy capability through way-point mapping. Excludes LiDar	€ 14450

Appendix 3: Supplies' pricing

Electronics

Manual Electronic boxes	Include - electronic box+ cables & plugs	€2600
Autonomous Electronic boxes	Includes - electronic box+ cable & plugs	€3660
Collison avoidance Kit (optional extra on Autonomous ASV)	Includes - Lidar, mounts, cabling & upgraded software	€ 2750

Data & Software Packages:

ANNUAL DATA FEE FOR ASV MANUAL	This includes: Portal access, Systems health monitoring, Over the air u dates, GPS tracking and operations reporting	€900

ANNUAL DATA FEE FOR ASV Autonomous	4G cellular connection (with data bundle), 4G router and wireless modem. RANMARINE Software portal access for basic management and autonomy functions	€ 1725

ANNUAL DATA FEE- ASV AUTO & SENSOR CAPABILITY	This includes: Portal access, Systems healthmonitoring, Over the air updates, GPS tracking and Operations reporting. In addition for the autonomy it includes: Fleet management, Path planning, Route management (redeployment), Geo-fencing, Return home functionality, Fleet tracking underway. For the sensor data the following will be available: Realtime data access and reporting, Downloadable csv files (per deployment), Secure data storage, GPS in- bedded data tracking, In-portal data charting	€2475

ACCESSORIES		
SHARKSLIDER	The Sharkslider allows you to lower the ASV into the water.	€ 6000.00*
		•ex-packaging
SENSOR PACKAGES		
DEPTH SENSOR	Sensor measures depth of water	€500
TRIMETER	Measures temperature and depth position of sensor	€ 2950
MANTA 20	Measures temperature, pH, conductivity, DO, ORP and depth position of sensor	€ 6100
MANTA 30	Measures temperature, pH, conductivity, DO, ORP, turbidity and depth position of sensor	€9100
PACKAGING		
SHIPPING CRATE	Crate also includes wheels	€ 550.00
FLIGHTCASE	Durable flight case on wheels	€ 1060

Technical sheets & drawings of sharkslider, packaging, sensors and electronics to be attached to these appendices

Appendix 4: Deliverables

Deliverables for distribution

Documents to be supplied in English

- Product general technical lay-out
- Detailed product technical sheets - for each product & accessories, and including all safety warnings
- User & maintenance manuals, including certificates
- Media, as made available offline and online: videos & photos
- Packaging details: description, weight, dimensions, loading/unloading precautions
- After-sales & warranty policies and procedures
- Spares & options price lists

Deliverables for production

- Bill of materials
- Technical lay out & diagrams - electrical as well as mechanical
- Assembly procedures
- Quality checks & controls
- Industrial tooling
- Spares price list & delivery times

Deliverables for Post-sales

- Pre-diagnostic script
- List of critical & non-critical defects identified by **RANMARINE**
- Price list of replacement parts & delivery times
- Warranty policy

Appendix 5: Initial set-up

- Technical support and arrangement of the initial set-up ofthe partnership, will include the following activities:
- Supply of electrical and mechanical assembly diagrams;
- Support to the certification phase of the **ASVs** in the USA, Canada, Australia;
- Training of production staff;
- Technical training of the sales force;
- List of components and materials critical to safety and, if requested, their safety data sheets;
- Mechanical layouts;
- Component certification declarations and any test reports;
- Pre and post-sales assistance support;
- Electrical/ pneumatic/ hydraulic diagrams;
- User and maintenance manuals.

Costs to be incurred for conducting the activities listed above will be borne by**RANMARINE,** which will provide a plan to execute it through the collaboration of **RANMARINE** and ROTAX's technical managers (2 people).

RANMARINE travel & meals expenses to be born by**ROTAX.**

Appendix 6: Demo units

Delivery Time: 8 WEEKS (with intent to deliver sooner)
Cost per unit (with below specifications): **€13, 400.00** per unit
Autonomous ASV (1 per commercial area) at cost: 3 units
Autonomy data & software package
LiDar
Depth & temperature sensor
Enhanced vision range & RC range using the Herelink setup
Monitor with camera feed
With most up-to-date (tested) software
Portal access

Appendix 7: Marketing Guidelines

Public communications shall reflect each party's exact role into this common venture. Such roles are defined as the reference limit for all communications.

1) ROTAX

ROTAX shall only make public reference to**RANMARINE** when describing the ASV technology: technical specs, quality, performance. **ROTAX** shall make no statements regarding **RANMARINE's** business strategy, commercial or marketing campaigns.

ROTAX shall make reference to the baseline **"Powered by RANMARINE":**

On the top of the hull of the ASV
On the webpage dedicated to the ASV
On the product sheet When describing the performance, quality and/or technical characteristics of the ASV: digital or physical communications

ROTAX shall tag **@RANMARINE** and use the **#RANMARINE** on its social networks when describing the performance quality and/or technical characteristics of the ASV

2} RANMARINE

RANMARINE shall only make public reference to**The Searial Cleaners or PORALU MARINE:**

In communications regarding Marinas & Commercial Ports, digital or physical
In communications describing its partnership with**The Searial Cleaners or PORALU MARINE:** digital or physical
In communications describing **ROTAX** ASV version, digital or physical

RANMARINE shall always use the introductory phrase "Our technology is deployed by **PORALU MARINE** clean tech's range *The Searia/ Cleaners":*

In communications regarding Marinas, digital or physical
In communications describing its partnership with**PORALU MARINE,** digital or physical
In communications describing ROTAX ASV version, digital or physical

RANMARINE shall tag **@PORALU MARINE,@TheSearialCleaners,** and use the hastag, **#PORALU MARINE, #*TheSearialCleaners* on its social networks:**

In communications regarding Marinas
In communications describing its partnership with ROTAX
In communications describing ROTAX ASV version

RANMARINE shall dedicate a webpage of its website to the acknowledgement of the deployment of its technology by**PORALU MARINE.**

RANMARINE shall make no statements regarding **ROTAX or PORALU MARINE's** business strategy, commercial or marketing campaigns.

EQUITY INCENTIVE PLAN RANMARINE

To	: RanMarine Board
From	: Daniël van Gerven
Re	: RanMarine Equity Incentive Plan – V23.1
Matternr.	: 794.23.002
Date	: August 2023

Article 1 Establishment & Purpose

1.1 Establishment. RanMarine Technologies B.V. (the "Company"), hereby establishes the RanMarine Equity Incentive Plan (this "Plan") as set forth herein.

1.2 Purpose of this Plan. The purpose of this Plan is to attract, retain and motivate the officers, directors, employees and consultants of the Company and/or any of its Affiliates, and to promote the success of the Company's business by providing them with appropriate incentives and rewards either through a proprietary interest in the long-term success of the Company or compensation based on fulfilling certain performance goals.

Article 2 Definitions

Whenever capitalized in the Plan, the following terms shall have the meanings set forth below (unless otherwise specified).

2.1 "**Affiliate**" means the ultimate parent of an entity and all persons or entities with respect to which such ultimate parent, directly or indirectly, holds more than 50% of the nominal value of the share capital issued, or more than 50% of the voting power at the general meeting, or has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities of the first mentioned entity;

2.2 "**Award**" means any award of conditional rights to awards granted pursuant to the terms of the Plan which shall be denominated in, or shall have a value determined by reference to, a number of Shares and/or an amount in cash in Euro, USD or such other currency as determined by the Committee. Awards under the terms of this Plan can be offered in the form of:

(a) non-qualified share option – being an option representing the right to purchase shares from the Company in the future at an exercise price set out on the grant date, subject to vesting conditions;

(b) restricted shares — an award of issued and outstanding shares subject to vesting conditions

(c) restricted share units— a contractual right to receive the value of one share (or a percentage of such value) in cash, shares or a combination thereof, subject to vesting conditions

(d) performance awards—an award that has vesting conditions tied to the achievement of objectively measurable financial or operational goals, rather than solely tied to the passage of time;

(e) cash-based awards—an award, including cash awarded as a bonus or upon the attainment of specified performance criteria or otherwise as permitted under the Plan; or

(f) Any such other cash or share-based awards subject to prior approval by the Committee.

2.3 "**Award Agreement**" means a written agreement entered into by the Company and a Participant setting forth the terms and provisions applicable to an Award granted under the Plan.

2.4 "**Board**" means the board the Company.

2.5 "**Cause**" means, with respect to any Participant, "Cause" as defined in such Participant's employment, severance or other similar agreement with any member of the Company Group or, if such Participant is not a party to any such agreement or "Cause" is not defined therein, then "Cause" shall mean, one or more of the following: (a) the commission of a felony or other crime involving moral turpitude or the commission of any other act or omission involving dishonesty or fraud with respect to any member of the Group or any of its customers or suppliers or the debarment or suspension of a Participant from doing business with or from any governmental authority; (b) substantial failure to perform duties as lawfully directed by the Participant's supervisor or the Board, as applicable; (c) any act or omission that aids or abets any Person other than the Group and which could reasonably result in any material disadvantage of, or detriment to, any member of the Group; (d) breach of fiduciary duties (if applicable), gross negligence, willful misconduct or any act of disloyalty with respect to any member of the Group; (e) continued or repeated absence from the workplace, unless such absence is (i) in compliance with Company policy or approved or excused by the Company, or (ii) is the result of the Participant's illness or disability; or (f) repeated or continued abuse of alcohol or illegal drugs (whether or not at the workplace) or other repeated or continued conduct causing any member of the Group public disgrace, disrepute or negative notoriety, and/or economic harm; (g) a material violation by a Participant of any of the written policies of any member of the Group, including, without limitation, the sexual harassment policy, (h) a breach of any restricted covenant agreement (including non-compete arrangements applicable on the Participant under local law) or (i) any other breach of material provisions of the Participant's employment agreement or material provisions of any other agreement, including any provision of the Plan or Award Agreement, between the Participant and any member of the Group that, to the extent curable (as determined by the Committee in its sole discretion) is not cured to the Company's reasonable satisfaction within five (5) days after written notice thereof to the Participant. Notwithstanding the foregoing, if within 36 months following the termination of a Participant's Services, it is discovered that such Participant's Services could have been terminated for Cause (as defined in such Participant's employment, severance or other similar agreement with any member of the Group or, if such Participant is not a party to any such agreement or "Cause" is not defined therein as defined above), such Participant's Services shall, at the election of the Board in its sole discretion, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred.

2.6 "**Change of Control Transaction**" means any transaction or series of related transactions (including, without limitation, the consummation of a merger, unit

purchase, recapitalization, redemption, issuance of equity, consolidation, reorganization or otherwise) pursuant to which a Person or group of Persons, not controlling the Company at the date of establishment of this Plan: obtains, directly or indirectly, (i) more than 50% of the voting interest in the Company or (ii) the ability to appoint or elect more than 50% of the Board of the Company or (iii) any other transaction, restructuring or action that is of such transformative nature that the Board decides, in its sole discretion, that the transaction should be considered a Change of Control Transaction. Notwithstanding anything to the contrary herein, and solely for the purpose of determining the timing of payment or timing of distribution of any compensation or benefit that constitutes "nonqualified deferred compensation" within the meaning of Section 409A, a Change of Control Transaction shall not be deemed to occur under the Plan unless the Change of Control Transaction also constitutes a "change in the ownership" of the Company, a "change in effective control" of the Company, or a "change in the ownership of a substantial portion of the assets" of the Company under Treasury Regulations § 1.409A-3(i)(5), or any successor provision.

2.7 "**Committee**" means the Compensation Committee of the Board or any committee designated by the Board to administer this Plan in accordance with Article 3 of the Plan.

2.8 "**Consultant**" means any person (other than an Employee or a Director) who is engaged by any member of the Company Group to render consulting or advisory services to such member of the Group.

2.9 "**Control**" means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. "**Controlled**" and "**Controlling**" have meanings correlative to the foregoing.

2.10 "**Director**" means a member of the Board.

2.11 "**Effective Date**" means the date set forth in Section 13.18 of the Plan.

2.12 "**Employee**" means an officer or other employee of the Group, excluding however a member of the Board who is such an employee.

2.13 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

2.14 "Grant Date" shall mean the date designated by the Committee and specified in the Award Agreement as of the date an Award is granted.

2.15 "**Group**" means the Company and any of its Affiliates as construed and interpreted in accordance with article 2:24b of the Dutch Civil Code.

2.16 "Insider Trading Rules" means the rules on insider trading as published by the Company, as may be amended from time to time.

2.17 "**Option**" means any option granted from time to time under Article 6 of the Plan.

2.18 "**Option Price**" means the purchase price per Share or other unit subject to an Option, as determined pursuant to Section 6.2 of the Plan and initially specified in the Award Agreement.

2.19 "**Participant**" means any eligible Person as set forth in Section 4.1 of the Plan to whom an Award is granted and who has accepted the Award.

2.20 "Permitted Transferee" shall have the meaning set forth in Section 13.5.

2.21 "**Person**" means an individual, any general partnership, limited partnership, limited liability company, corporation, trust, business trust, joint stock company, joint venture, unincorporated association, cooperative or association or any other legal entity or organization of whatever nature, and shall include any successor (by merger or otherwise) of such entity, or a government or any agency or political subdivision thereof.

2.22 "**Performance Condition**" means one or more threshold performance targets set at the Award Date specified in the relevant Award Agreement that should be achieved during the relevant Performance Period in order to determine the level of Vesting of Awards on the Vesting Date. Performance conditions may contain obligations to refrain from certain acts (including non-compete arrangements to the extent permitted under applicable Law).

2.23 "**Performance Period**" means the period, as determined in the relevant Award Agreement, over which the achievement of Performance Conditions is measured.

2.24 "**Section 409A**" means Section 409A of the Code together with all regulations, guidance, compliance programs, and other interpretative authority thereunder.

2.25 "**Securities Act**" means the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

2.26 "**Service**" means except as otherwise provided by the Committee (i) with respect to a Person who was an Employee on the Grant Date, service as an Employee, (ii) with respect to a Person who was a Director on the Grant Date, service as a Director or (iii) with respect to a Person who was Consultant on the Grant Date, service as Consultant. Except as expressly provided in an Award Agreement, the Committee shall determine the effect of all matters and questions relating to termination of Services in its sole discretion, including but not by way of limitation, all questions of whether a leave of absence or the provision of Services to a Person that ceases to be a member of the Group constitutes a termination of Services

2.27 "**Shares**" means the equity instrument awarded as part of an Award which will be specified in the Award Agreement. In case no specific determination is made on the form of Shares, any reference to Shares shall mean the listed American Depositary Receipts of the Company.

2.28 "**Vest/Vesting**" means the satisfaction of continued Service conditions which, if not amended in the Award Agreement, shall be a period of four years following the Grant Date, and any other requirements or conditions, as the case may be, as determined in this Plan.

2.29 "**Vesting Date**" means the dates on which the Award Vest as specified in the Award Agreement.

Article 3 Administration

3.1 Authority of the Board and Committee. This Plan shall be administered by the Committee, which shall have full power to interpret and administer this Plan and Award Agreements and full authority to select the Directors, Employees and Consultants to whom Awards will be granted and determine, in consultation with the Company's Chief Executive Officer, the type and amount of Awards to be granted to each such Director, Employee or Consultant, the terms and conditions of Awards granted under this Plan and the terms of Award Agreements (which need not be identical). Without limiting the generality of the foregoing, the Committee may, in its sole discretion, interpret, clarify, construe or resolve any ambiguity in any provision of the Plan or any Award Agreement, reconcile any inconsistency, correct any defect and/or supply any omission in the Plan or any Award Agreement, accelerate or waive vesting of Awards and exercisability of Awards, extend the term or period of exercisability of any Awards (subject to the

requirements of Section 409A), modify the purchase price (including, without limitation, the Option Price) under any Award, or waive any terms or conditions applicable to any Award, subject to the limitations set forth in Section 11.2 of the Plan. Awards may, in the discretion of the Committee, be made under the Plan in assumption of, or in substitution for, outstanding awards previously granted by the Company or its Affiliates or a company acquired by the Company or with which the Company combines. The Committee shall have full and exclusive discretionary power to adopt rules, forms, instruments and guidelines for administering the Plan as the Committee deems necessary or proper. For the avoidance of doubt, the Committee may exercise all discretion granted to it under the Plan in a non-uniform manner among the Participants and any outstanding Awards. All actions taken and all interpretations and determinations made by the Committee or by the Board (or any other committee or sub-committee thereof), as applicable, shall be final and binding upon the Participants, the Company and all other interested parties.

3.2 Delegation. The Committee may delegate to one or more of its members, one or more officers of the Company or any Subsidiary, and one or more agents or advisors such administrative duties or powers (other than the authority to grant Awards) as it may deem advisable, subject to reasonable limits and guidelines established by the Committee at the time of such delegation and subject to applicable law, provided that the Committee may at any time rescind the authority so delegated or appoint another delegatee.

Article 4 Eligibility and Participation

4.1 Eligibility. Participants will consist of such Employees, Directors and Consultants as the Committee, after having obtained approval from the Chairman of the Board, determines and whom the Committee may designate from time to time to receive Awards under the Plan. Designation of a Participant in any year shall not require the Committee to designate such person to receive an Award in any other year or, once designated, to receive the same type or amount of Award as granted to the Participant in any other year.

4.2 Awards Agreements. Awards granted under the Plan shall be evidenced by Award Agreements which shall at least specify (i) the type of Award and number or value of the Award, (ii) the Grant Date, (iii) the Award value, (iv) the Vesting Date, (v) if any Performance Conditions apply and the related Performance Period, (vi) in case of Options, the exercise price (if any) and the exercise period and (viii) procedures to facilitate the payment of withholding taxes in accordance with the provisions of this Plan, as well as the other terms and conditions associated with such Awards as determined by the Committee in its sole discretion; provided, that in the event of any conflict between the provisions of the Plan and any such Award Agreement, the provisions of the Plan shall prevail except as otherwise expressly provided herein or to the extent an Award Agreement expressly changes the default provisions contained in the Plan, in which case the provisions of the Award Agreement shall govern.

4.3 Non-Acceptance. If an Employee, Director or Consultant does not accept the Award within the time period specified in the offered Award Agreement and in accordance with the Company's instructions, the Award will lapse in full. If an Award lapses under the Plan it cannot Vest and a Participant has no rights in respect of it.

Article 5 Shares Subject to this Plan

5.1 Authorization to Award Shares or Equity Based Instruments. The Committee is hereby authorized to grant incentives based on Shares (including restricted shares, restricted share units or performance awards) to Participants. Each Award of Shares shall entitle the Participant to have such equity instrument delivered, subject to the terms and conditions described in this Article 5 and to such additional terms and conditions, as established by the Committee, in its sole discretion, that are consistent with the provisions of the Plan. Awards may be subject to Performance Conditions, as determined by the Committee. Unless otherwise specified in the Award Agreement, any Award shall be subject to a Vesting Period.

5.2 Number of Shares. The number of Shares awarded is determined by dividing the value of the Award by the closing price of the Shares as listed on the Stock Exchange on the last trading day before the Award Date, rounded down to a whole number of shares.

5.3 Shareholder rights. If an Award consists of a conditional or immediate right to acquire Shares, the Participant shall have all ownership rights as of the moment the Shares have Vested. Ownership rights include, if connected to such Share, the right to receive dividends, if any, and to vote on and to transfer the Shares. For the avoidance of doubt, this does not include the right to any postponed dividends that realize after Vesting of the Shares.

5.4 Non-Vested Shares. Shares that have not Vested do not entitle the Participant to any share ownership rights, such as the right to receive dividends, if any, and to vote on and to dispose thereof. For the avoidance of doubt this does not include the right to any postponed dividends that realize after Vesting of the Shares.

5.5 Non-Transferability of Non-Vested Shares. Prior to the actual release of Shares, the Participant cannot sell, transfer, assign, charge, pledge, hedge, encumber or otherwise use the Company Shares that have not Vested to which the Participant may be or may become entitled under this Plan.

Article 6 Options

6.1 Grant of Options. The Committee is hereby authorized to grant Options to Participants. Each Option shall permit a Participant to purchase from the Company a stated number of Units at an Option Price established by the Committee, subject to the terms and conditions described in this Article 6 and to such additional terms and conditions, as established by the Committee, in its sole discretion, that are consistent with the provisions of the Plan. Awards may be subject to Performance Conditions, as determined by the Committee. Unless otherwise specified in the Award Agreement, any Award shall be subject to a Vesting Period.

6.2 Option Price. The Option Price shall be determined by the Committee.

6.3 Option Term. The term of each Option shall be determined by the Committee at the time of grant and shall be stated in the Award Agreement, but in no event shall such term be greater than ten years.

6.4 Time of Exercise. Options granted under this Article 6 shall be vested and exercisable at such times and be subject to such restrictions and conditions as the Committee shall in each instance approve as set forth in each Award Agreement, which terms and restrictions need not be the same for each grant or for each Participant.

6.5 Exercise of Options.

(a) Exercise Date. Subject to Section 15.7 hereof, a Participant may exercise all or any of his or her vested Options only during the period beginning on the date upon which the relevant Option Vests pursuant to the Plan and the Participant's Award Agreement and ending on the date on which the relevant Option is terminated, cancelled or expires in accordance with Article 12 hereof and the Participant's Award Agreement. For purposes of this Article 6, the exercise date of an Option shall be the later of the date the documents set forth in Section 6.5(b) below are received by the Company and, if applicable, the date full payment of the aggregate Option Price is received by the Company pursuant to Section 6.5(c) below (plus payment of the applicable tax withholding pursuant to Section 13.3 of the Plan).

(b) Method of Exercise. Prior to the exercise date of the Option, the Participant must deliver to the Company, (i) the Notice of Exercise of the Option attached as an Exhibit to the Award Agreement, which the Committee may determine may be an electronic notice and shall (A) specify the number of Options being exercised and the number of instruments underlying the number of Options being exercised and the Grant Date, and be signed (including electronic signature in form acceptable to the Committee) by the Participant, (ii) such other documents and representations as the Committee deems necessary or advisable to effect compliance with the Securities Act, Exchange Act and any other federal or state securities laws or regulations and (iii) in the event the Option is exercised by a Person other that is no longer an Employee, Director or Consultant, appropriate proof of the right of such Person to exercise the Option or portion thereof.

(c) Payment of Option Price. The aggregate Option Price for the exercised Options as to which an Option is exercised shall be paid to the Company in full at the time of exercise at the election of the Participant: (a) in cash or its equivalent (e.g., by cashier's check); (b) subject to prior approval by the Committee in its sole discretion, any other method of payment that the Committee determines to be compliant with applicable law and consistent with the purposes of the Plan (including a cashless exercise, meaning that the Company shall be entitled to sell such part of the total Award to cover for the Option Price).

Article 7 Release of Shares

7.1 Release Date. The Company or any party designated by the Company shall release the Shares to the Participant as soon as practicable following the Vesting Date, provided that (i) the Participant has fulfilled all his obligations towards the Company or any Group Company under this Plan and his Award Agreement and (ii) that in case any Award is subject to Performance Conditions, that the release shall take place as soon as practicable following the determination of the actual achievement of the Performance Conditions over the Performance Period (it being understood that in case of non-achievement, no or less Shares are released).

7.2 Insider Trading Rules. The Release is subject to the Insider Trading Rules and mandatory provisions regarding insider trading as well as any other information, guidance and/or regulations issued by the Company or relevant government or regulatory bodies applicable from time to time.

7.3 No Liability for Delay. The Participant shall not be entitled to any compensation of damages insofar as such damages arise or may arise from a delayed Release under this Article 8.

Article 8 Cash awards

8.1 Cash awards. The Committee is hereby authorized to grant cash-based Awards to Participants. Cash based Awards may be construed in such manner and form as deemed appropriate by the Committee. Cash awards may be connected to instruments such as shares, but may also be determined on another basis. Awards may be subject to Performance Conditions, as determined by the Committee. Unless otherwise specified in the Award Agreement, any Award shall be subject to a Vesting Period.

Article 9 Compliance with Section 409A

9.1 General. The Company intends that the Plan and all Awards be construed to avoid the imposition of additional taxes, interest, and penalties pursuant to Section 409A in the United States and comparable local laws in other jurisdictions in which Awards are made. Notwithstanding any provision of the Plan to the contrary, in the event that the Committee determines that any Award may be subject to Section 409A, the Committee may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Award from Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to the Award, or (b) comply with the requirements of Section and thereby avoid the application of penalty taxes under Section 409A.

9.2 Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" (within the meaning of Section 409A) that are otherwise required to be made under the Plan or any Award Agreement to a "specified employee" (as defined under Section 409A) as a result of his or her "separation from service" (as defined below) (other than a payment that is not subject to Section 409A) shall be delayed for the first six (6) months following such "separation from service" and shall instead be paid (in a manner set forth in the Award Agreement) on the date that immediately follows the end of such six (6) month period (or, if earlier, within ten (10) business days following the date of death of the specified employee) or as soon as administratively practicable thereafter.

Article 10 Adjustments

10.1 Adjustments in Capitalization. In the event of any corporate event or transaction involving any member of the Group such as a merger, consolidation, reorganization, recapitalization, separation, share dividend, share split, reverse share split, split up, spin-off, combination of shares, exchange of shares, extraordinary non-recurring cash dividend, amalgamation, or other like change in capital structure (other than normal cash dividends to holders of Shares), the Committee shall make appropriate substitutions or adjustment, as determined by the Committee in its sole discretion, to (i) the number and kind of securities that may be issued under the Plan or under particular forms of Awards, (ii) the number and kind of securities subject to outstanding Awards, (iii) the Option Price, grant price or purchase price applicable to outstanding Awards, and/or (iv) other value determinations applicable to the Plan or outstanding Awards (including, without limitation, any performance-based Vesting conditions or targets impacted by such event or transaction)**.**

10.2 Change of Control Transaction. Upon the occurrence of a Change of Control Transaction after the Effective Date, unless otherwise specifically prohibited under applicable laws or by the applicable rules and regulations of any governmental agencies or national securities exchanges, or unless the Committee shall determine otherwise in the Award Agreement, the Committee is authorized (but not obligated) to make adjustments in the terms and conditions of outstanding Awards as it deems appropriate in its sole discretion, including without limitation the following (or any combination thereof): (a) continuation or assumption of some or all outstanding Awards under the Plan by the Company (if it is the surviving company or corporation) or by the surviving company or corporation or its parent; (b) grant of new awards by the surviving company or corporation or its parent in substitution for some of all such outstanding Awards; (c) accelerated exercisability, vesting and/or lapse of restrictions under some or all then outstanding Awards immediately prior to the occurrence of such event; (d) upon written notice, provide that any outstanding Awards must be exercised, to the extent then exercisable, during a reasonable period of time prior to the scheduled consummation of such Change of Control Transaction, or such other period as determined by the Committee (contingent upon the consummation of such Change of Control Transaction), and at the end of such period, such Awards shall terminate to the extent not so exercised within the relevant period; (e) cancellation of all or any portion of outstanding unvested Awards; and (f) cancellation of all or any portion of outstanding vested Awards for fair value as determined in the sole discretion of the Committee

10.3 Certain Other Adjustments. The Committee, in its sole discretion, may also make adjustments of the type described in Section 10.1 above it deems appropriate to take into account distributions to members of the Company other than those provided for in Sections 10.1 and 10.2, or any other transaction or event, if the Committee determines that adjustments are appropriate to avoid to prevent the enlargement or dilution of rights intended to be made available under the Plan or with respect to an outstanding Award.

Article 11 Duration, Amendment, Modification, Suspension, Claw-back and Termination

11.1 Duration of Plan. Unless sooner terminated as provided in Section 11.2, this Plan shall terminate on the tenth anniversary of the Effective Date. Upon a termination of the Plan Awards shall remain outstanding in accordance with the terms set forth in each applicable Award Agreement.

11.2 Amendment, Modification, Suspension and Termination of Plan. Subject to the terms of the Plan, the Committee may amend, alter, suspend, discontinue, or terminate this Plan or any portion thereof or any Award (or Award Agreement) hereunder at any time, in its sole discretion, taking into account the standards of reasonableness and fairness

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11.3 Malus and Clawback. The Committee may at any time within five years following release or payment of any Award under this Plan determine that the number of Shares and/or Options and/or the amount of cash payable in respect of an Award may be reduced, recovered or deemed waived, if the Committee determines that:

(a) the financial accounts of the Company for any of the financial years taken into account in assessing the extent to which the Performance Condition was met were misstated (excluding, for the avoidance of doubt, any change to financial accounts resulting from a change in accounting standards or similar), or that any other information relied on in making such assessment proves to have been incorrect; or

(b) an erroneous calculation was made in assessing the extent to which the Performance Condition was met, and, in either case, the Award vested in respect of a greater number of Shares and/or Options than would have been the case had there not been such a misstatement or reliance on incorrect information or had such error not been made.

(c) the Participant is found to have committed at any time prior to the Vesting of the Award (or, in the case of an Option, prior to exercise of the Option), including prior to grant, an act or omission which qualifies as fraud, serious misconduct or gross negligence of the Participant (as determined by the Management Board).

By participating in the Plan, the Participant acknowledges that the Committee may require the Participant to transfer to the Company (or to such person as the Company may specify) (i) all or some of the Shares Released under the Award or (ii) a cash payment in respect of some or all of the Shares Released under the Award. In determining the number of Shares to be transferred and/or the cash payment to be made in accordance with this requirement, the Committee will take into account the amount of tax and social security contributions actually paid (or due to be paid) by the Participant in respect of the Release of the relevant Shares under the Award and whether, in its opinion, the Participant can claim relief from any such tax and social security contributions.

Article 12 Forfeiture of Awards Upon Termination of Service

12.1 Termination of Service for Cause. Unless otherwise provided in an Award Agreement or decided by the Committee, in the event (a) a Participant's Service is terminated for Cause or (b) the Board determines that a Participant's acts or omissions constitute Cause, all outstanding Awards held by the Participant shall terminate and be forfeited without consideration, effective on the date the Participant's Service is terminated for Cause or the date the act or omission constituting Cause is determined to have occurred, as applicable.

12.2 Termination of Service Due to Death. Unless otherwise provided in an Award Agreement or decided by the Committee, in the event a Participant's Service is terminated due to the passing of the Participant: (a) the unvested Awards or portions of Awards that will Vest within 12 months after the date of the death of the Participant shall be considered to have Vested on an accelerated bases as per the day of the Participant's passing, (b) all other unvested Awards held by the Participant shall terminate and be forfeited without consideration, effective as of the date of the Participant's passing and (c) all vested Shares shall be released to the Participant's legal heirs (subject to achievement of Performance Conditions, if any) and (d) Options shall terminate on the earlier of (i) one year following the termination of Service and (ii) the expiration of the term of such Options.

12.3 Termination of Service Due to Disability. Unless otherwise provided in an Award Agreement or decided by the Committee, in the event a Participant's Service is terminated due to disability: (a) the unvested Awards or portions of Awards that will Vest within 12 months after the date of the disability of the Participant shall be considered to have Vested on an accelerated bases as per the day of the Participant's disability (with all other unvested portions being lapsed), (b) all vested Shares shall be released to the Participant (subject to achievement of Performance Conditions, if any) and (c) Options shall terminate on the earlier of (i) one year following the termination of Service and (ii) the expiration of the term of such Options.

12.4 Termination of Service for Reason Other than Cause, Death or Disability. Unless otherwise provided in an Award Agreement or decided by the Committee, in the event a Participant's Service is terminated for any reason other than pursuant to Section 12.1 through Section 12.3 above: (a) all unvested Awards held by the Participant shall terminate and be forfeited without consideration, effective as of the date the Participant's Service is terminated and (b) all vested Shares shall be released to the Participant (subject to achievement of Performance Conditions, if any) and (c) Options shall terminate on the earlier of (i) 60 days following the termination of Service and (ii) the expiration of the term of such Options.

12.5 Forfeiture Following Termination. If subsequent to the termination of a Participant's Service pursuant to Section 12.3 or 12.3 herein, the Board determines that the Participant should have been terminated for Cause, such Participant's Services shall, at the election of the Board in its sole discretion, be deemed to have been terminated for Cause retroactively to the date the events giving rise to Cause occurred. In such event, any Awards held by the Participant at the time of such determination shall be immediately forfeited and cancelled without consideration therefor.

Article 13 General Provisions

13.1 No Right to Service or Award. The granting of an Award under the Plan shall impose no obligation on any member of the Group to continue the Service of a Participant and shall not lessen or affect any right that any member of the Group may have to terminate the Service of such Participant. No Participant or other Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants, or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant (whether or not such Participants are similarly situated).

13.2 Settlement of Awards; Fractional Units. Each Award Agreement shall establish the form in which the Award shall be settled. Except as otherwise determined by the Committee, no fractional Shares shall be delivered under the Plan and the Committee may require any partial exercise of an Option to exceed a specified minimum number of Shares

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13.3 Tax Withholding. The Company shall have the power and the right to deduct or withhold automatically from any amount deliverable under the Award or otherwise due to the Participant by any member of the Group, or require a Participant to remit to the Company, in cash, or such other form of payment as may be approved by

the Committee, an amount as the Committee may deem advisable to satisfy the minimum statutory amount federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan.

13.4 No Guarantees Regarding Tax Treatment. Participants (or their beneficiaries) shall be responsible for all taxes with respect to any Awards under the Plan. Notwithstanding anything contained herein to the contrary, the Committee and the Company make no guarantees to any Person regarding the tax treatment of Awards or payments made under the Plan. Neither the Committee nor the Company has any obligation to take any action to prevent the assessment of any tax on any Person with respect to any Award and no member of the Group or any of its employees, representatives or members shall have any liability to a Participant with respect thereto.

13.5 Conditions and Restrictions on Units. The Committee may impose such other conditions or restrictions on any Units received in connection with an Award as it may deem advisable or desirable. These restrictions may include, but shall not be limited to, requirements that the Participant: (a) become a signatory to the Company's then-existing shareholders agreement; (b) hold the Shares received for a specified period of time; or (c) represent and warrant in writing that the Participant is acquiring the Shares for investment and without any present intention to sell or distribute such Shares.

13.6 Awards to Non-NL or U.S. Employees or Directors. To comply with the laws in countries other than the Netherlands and the United States in which any member of the Group operates or has Employees, Directors or Consultants, the Committee, in its sole discretion, shall have the power and authority to: (a) determine which Subsidiaries or Affiliates shall be covered by the Plan; (b) determine which Employees, Directors or Consultants outside the Netherlands or the United States are eligible to participate in the Plan; (c) modify the terms and conditions of any Award granted to Employees, Directors or Consultants outside the Netherlands or United States to comply with applicable foreign laws; (d) take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals; and (e) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable.

13.7 Governing Law and Disputes. This Plan and each Award Agreement and all claims or causes of action or other matters (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Plan or any Award Agreement or the negotiation, execution or performance of this Plan or any Award Agreement shall be governed by and construed in accordance with the laws of the Netherlands and any dispute shall be resolved by the competent court in the Netherlands.

13.8 Notices. Each notice and other communication hereunder shall be in writing and shall be given and shall be deemed to have been duly given on the date it is delivered in person or by electronic mail, on the next business day if delivered by overnight mail or other reputable overnight courier, or the third business day if sent by registered mail, return receipt requested, to the parties as follows:

If to the Company:

RanMarine Technologies B.V.
Galileistraat 15, 3029AL
Rotterdam, The Netherlands

Attention: Richard Hardiman
Anton Hemelaar

If to the Participant, to its most recent address shown on records of the Company or its Affiliates;

or in each case to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

13.9 Effective Date. The Plan shall be effective as [date], the date of adoption by the Board and approval of the terms by the general meeting of shareholders of the Company (the "Effective Date").

* * *

Annex 1: Form of Award Agreement

RanMarine Technolgies B.V.
Equity Incentive Plan

AWARD AGREEMENT

THIS AGREEMENT (the "**Award Agreement**"), as concluded on <date of agreement> is deemed to be made effective as of <the grant date, i.e. 1 January of a calendar year> (the "**Grant Date**"), by and between RanMarine Technologies B.V., a Dutch limited liability company (the "**Company**"), and <name> (the "**Participant**").

R E C I T A L S:

WHEREAS, the Company has adopted the RanMarine Equity Incentive Plan (the "**Plan**"), which Plan is incorporated herein by reference and made a part of this Award Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as in the Plan; and

WHEREAS, the Committee has determined that it would be in the best interests of the Company to grant the incentive provided for herein to the Participant pursuant to the Plan and the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Grant of [*describe type of Award, i.e. RSUs, Options, etc.]*. The Company hereby grants to the Participant a conditional right to receive <###> RSUs, equal to a total value of <###> per the Grant Date, subject to Vesting [OPTIONAL: and the achievement of the Performance Conditions specified herein].

2. Vesting and Forfeiture.

(a) Time Vesting. The Award is conditional and shall vest as follows: (i) twenty-five percent (25%) shall vest on the first anniversary of the Grant Date; (ii) twenty-five percent (25%) shall vest on the second anniversary of the Grant Date; (iii) twenty-five percent (25%) shall vest on the third anniversary of the Grant Date; and (iv) twenty-five percent (25%) shall vest on the fourth anniversary of the Grant Date, in each of (i)-(iv), subject to the Participant's continued Services through each applicable vesting date (each, a "**Vesting Date**").

(b) OPTIONAL Performance Conditions. The Award is subject <include description of relevant performance metric + vesting mechanism, if applicable>. The achievement of the Performance Conditions shall be determined by the Committee.

3. No Right to Continued Service. The granting of the Award evidenced hereby and this Award Agreement shall impose no obligation on the Company or any Subsidiary or Affiliate to continue the Service of the Participant and shall not lessen or affect any right that the Company or any Subsidiary or Affiliate may have to terminate the Service of the Participant.

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4. Adjustments and Claw-Back. By signing this Award Agreement, the Participant expressly acknowledges and agrees that the Committee may exercises the powers attributed to it in the Plan that may result in a reduction or recovery (claw-back) of part or all of the Award made herein in accordance with the terms of the Plan.

5. Data processing. The Participant acknowledges and agrees that the Company and such person assigned by the Company for the purpose of administering the Plan may, for the purpose of implementation, execution, administration and required actions related to this Award, collect, use, process, and transfer personal data of the Participant in accordance with governing laws.

6. OPTIONAL: Restrictive Covenants. In consideration of the Award granted herein, the Participant agrees to execute and deliver to the Company a separate restrictive covenant agreement (which includes non-compete obligations) in substantially the form attached hereto as Exhibit A.

7. Withholding. The Company shall have the power and the right to deduct or withhold automatically from any payment due to the Participant by any member of the Company Group or from any Units deliverable under this Award Agreement, or require the Participant to remit to the Company, the minimum statutory amount to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Award Agreement in accordance with Section 13.3 of the Plan.

8. Entire Agreement. This Award Agreement, including any exhibits attached hereto and the Plan constitute the entire agreement and understanding among the parties hereto with regard to the subject matter hereof and supersede all prior and contemporaneous arrangements, agreements, representations and understandings, whether oral or written and whether express or implied, and whether in term sheets, presentations or otherwise, among the parties hereto, or between any of them, with respect to the subject matter hereof.

9. Successors and Assigns; No Third-Party Beneficiaries. The provisions of this Award Agreement shall inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, and the Participant's heirs. Nothing in this Award Agreement, express or implied, is intended to confer on any person other than the Company and the Participant, and their respective heirs, successors, any rights, remedies, obligations or liabilities under or by reason of this Award Agreement.

10. Choice of Law; Venue. This Award Agreement, and all claims or causes of action or other matters that may be based upon, arise out of or relate to this Award Agreement shall be governed by and construed in accordance with the laws of the Netherlands. Any proceedings to resolve disputes arising out of or related to this Award Agreement shall be brought only before the competent district court in the Netherlands.

11. Award subject to Plan. By entering into this Award Agreement, the Participant agrees and I acknowledges that the Participant has received and read a copy of the Plan. The Award is subject to the Plan. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

12. Participant Acknowledgments. The Participant hereby acknowledges that, except as expressly set forth herein, all decisions, determinations and interpretations of the Committee in respect of the Plan, this Award Agreement and the Award shall be final and conclusive.

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13. Spousal Consent. If at any time after the Date of Grant, the Committee determines that the Participant resides in a jurisdiction where a spousal consent is customary due to such jurisdiction's having community property laws or similar laws, then the Participant shall cause his or her spouse, as applicable, to execute and deliver a spousal consent and agreement in the form as determined by the Committee.

15. Severability. The provisions of this Award Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

16. Participant Undertaking. The Participant agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable to carry out or effect one or more of the obligations or restrictions imposed on the Participant pursuant to the provisions of this Award Agreement or to comply with applicable laws.

17. Signature in Counterparts. This Award Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Award Agreement.

RanMarine Technologies B.V.

By: <name>
Title: <title>

Agreed and acknowledged as of the date first above written:

Participant

Exhibit A: Restrictive Covenants

In view of the various statutory requirements governing restrictive covenants, an Employee Confidentiality and Competition Agreement shall be drawn up per jurisdiction

* * *

Exhibit 21.1

List of Subsidiaries

Subsidiary	Place of Incorporation
RanMarine B.V	Netherlands
RanMarine USA, LLC	Delaware

Exhibit 23.1

Your Vision Our Focus

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Amended Registration Statement on Form F-1/A (No. 333-273199) of our report dated July 11, 2023, relating to the financial statements of RanMarine Technology B.V. as of December 31, 2022 and 2021, and for each of the two years in the period ended December 31, 2022, which forms part of this Amended Registration Statement.

We also consent to the reference to our firm under the caption "Experts" in the Prospectus.

/s/ Turner, Stone & Company, L.L.P.

Dallas, Texas
January 24, 2024

Turner, Stone & Company, L.L.P.
Accountants and Consultants
12700 Park Central Drive, Suite 1400
Dallas, Texas 75251
Telephone: 972-239-1660 / Facsimile: 972-239-1665
Toll Free: 877-853-4195
Web site: turnerstone.com

INAA GROUP
INTERNATIONAL ASSOCIATION OF ACCOUNTANTS AND AUDITORS

Exhibit 107

Calculation of Filing Fee Tables

Form F-1
(Form Type)

RANMARINE TECHNOLOGY B.V.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Primary Offering								
Fees Paid	Equity	Units consisting of one American Depositary Share, Representing One Ordinary Share, par value $0.01 per share ("ADS"),	457(o)	1,435,000	5.50	$ 7,892,500(2)	0.00014760	$ 1,164.93
	Equity	Ordinary Shares underlying the ADS included as part of the Units	457(o)	—	—	Included with Above Units	—	—
	Other	Tradeable Warrants to purchase one ADS Share included as part of the Units	457(o) and 457(g)	—	—	Included with Below Warrants	—	—
	Other	Non-tradeable Warrants to purchase one ADS share, included as part of the Units	457(o) and 457(g)	—	—	Included with Below Warrants	—	—
	Equity	Ordinary Shares underlying the ADSs issuable upon exercise of the Tradeable Warrants included as part of the Units	457(o)	1,435,000	6.33	$ 9,083,550(2)	0.00014760	$ 1,340.73
	Equity	Ordinary Shares underlying the ADSs issuable upon exercise of the Non-Tradeable Warrants included as part of the Units	457(o)	1,435,000	6.60	$ 9,471,000(2)	0.00014760	$ 1,397.92
		Representative's Warrants to purchase Ordinary Shares, as represented by ADSs (4)	457(g)	-	-	-	-	-
		Ordinary Shares underlying the ADSs issuable upon exercise of the Representative's Warrants	457(g)	-	-	$ 453,818.75	0.00014760	66.98
Secondary Offering								
Fees to be Paid	Equity	Ordinary Shares underlying ADSs	457(o)	1,932,914	5.50	$ 10,631,027(3)	0.00014760	$ 1,569.14
		Total Primary Offering Amount				$ 26,900,869	—	$ 3,970.56
		Total Secondary Offering Amount				$ 10,631,027	—	$ 1,569.14
		Total Fees Previously Paid						$ 6,894.68

Net Fee Due		$ -

(1) This registration statement also includes an indeterminate number of securities that may become offered, issuable or sold to prevent dilution resulting from stock splits, stock dividends and similar transactions, which are included pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act").

(2) Estimated solely for the purpose of computing the registration fee in accordance with Rule 457(o) under the Securities Act.

(3) For purposes of calculating the proposed maximum aggregate offering price, we have multiplied 1,801,014 representing the number of shares covered by the resale prospectus by an assumed price of $5.50 per Unit.

(4) In accordance with Rule 457(g) under the Securities Act of 1933, as amended, because the ordinary shares of the registrant underlying the Representative's Warrants is registered hereby, no separate registration fee is required with respect to the Representative's Warrants registered hereby.

(5) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(g) under the Securities Act of 1933, as amended, The Representative's Warrants are exercisable at a per ADS exercise price equal to 115% of the public offering price. The proposed maximum aggregate offering price of the Representative's Warrants is $453,818.75 which is equal to 115% of $394,625 (5% of the proposed maximum aggregate offering price for the ADSs of $7,892,500).