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**AZERION GROUP N.V.**

**INSIDER TRADING POLICY**

**Adopted by the Management  
Board on 1 February 2022**

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## INTRODUCTION TO THE AZERION INSIDER TRADING POLICY

- (A) This policy aims to promote compliance with the relevant obligations and restrictions under applicable securities laws, including the MAR, the Euronext Rulebook and the Nasdaq Stockholm Rulebook for issuers regarding fixed income instruments (including the relevant guidance and recommendations thereunder). The MAR sets out obligations for Azerion Group N.V. and its subsidiaries (together "**Azerion**" unless the context requires otherwise) and its Employees with respect to the ownership of, and transactions in, Azerion Securities. The MAR also requires Azerion to keep a list of persons who, on a regular or incidental basis, may have Inside Information.
- (B) This policy contains specific rules for (i) Employees; (ii) incidental Insiders; (iii) permanent Insiders; and (iv) Managers. In any event, each member of the Management Board, Supervisory Board and executive committee qualifies as a "Manager".
- (C) You are an "Insider" if the Compliance Officer has designated you as such. The Compliance Officer will do so if you have access to Inside Information on a permanent basis, in which case you will be a "permanent Insider", or if you have temporary access to Inside Information in connection with a project or matter you are working on, in which case you will be an "incidental Insider". The obligations in this policy apply to you as long as you are an Insider and are included on the Insider List. All persons that are employed by Azerion that do not qualify as an Insider or a Manager, should comply with the rules that apply to Employees.



- (D) The following table summarizes which obligations apply to Employees, Insiders and Managers. The obligations are further set out in this policy and should be carefully read by each Employee.

	<b>Employees</b>	<b>Insiders</b>	<b>Managers</b>
<b>Prohibition on insider trading</b>	X	X	X
<b>Closed Periods applicable</b>		X	X
<b>Included on Insider List</b>		X	X
<b>Internal Notification obligation</b>		X	X
<b>External (AFM) Notification obligation</b>			X
<b>Sign declaration of agreement</b>			X

- (E) Non-compliance with the provisions of this policy may lead to internal disciplinary measures and to administrative or criminal sanctions or penalties.
- (F) Each Employee is responsible for compliance with this policy, but in case of questions you may contact Azerion's Compliance Officer. However, Employees remain responsible for compliance with this policy and applicable law, and should obtain their own legal advice if required or appropriate.

## **1. OBLIGATIONS FOR EMPLOYEES**

- 1.1. Employees who have Inside Information are prohibited from Trading in Azerion Securities until that Inside Information is made public or otherwise ceases to be Inside Information, unless an exemption applies in accordance with the MAR or this policy.
- 1.2. Employees who have Inside Information are prohibited from recommending or inducing third parties to Trade in Azerion Securities until that Inside Information is made public or otherwise ceases to be Inside Information.
- 1.3. Employees are prohibited from unlawfully disclosing Inside Information to a third party, unless the disclosure is made in the normal exercise of employment, profession or duties.

## **2. OBLIGATION FOR MANAGERS**

- 2.1. Managers are prohibited from Trading during Closed Periods, unless they act in accordance with the conditions set out in Appendix V.
- 2.2. Outside Closed Periods, Managers are allowed to Trade, unless they have Inside Information. Exemptions to this prohibition are allowed in accordance with Clause 5 of this policy.
- 2.3. The Compliance Officer can from time to time determine that Managers are prohibited from Trading if this is necessary in order to avoid the appearance of market abuse.
- 2.4. The prohibitions set out in this policy remain applicable to Managers during the six-month period after the termination of their function.
- 2.5. Managers must send a signed copy of the '*Declaration of agreement with the Azerion Insider Trading Policy*', attached as Appendix I to this policy, to the Compliance Officer within two weeks of commencement of their position as Manager.
- 2.6. Managers and their Affiliated Persons must report each Trade conducted for their own account to the Compliance Officer no later than the first business day following the date of such Trade in accordance with the terms set out in Appendix VI using the form in Appendix VII.
- 2.7. Managers must report to the AFM all Trades within three business days after the date on which the total amount of the Trades concerned has reached a relevant notification threshold prescribed by applicable law, in accordance with the terms set out in Appendix VI.

## **3. OBLIGATIONS FOR INSIDERS, NOT BEING MANAGERS**

- 3.1. Insiders are prohibited from Trading during Closed Periods, unless they act in accordance with the conditions set out in Appendix V.
- 3.2. Outside Closed Periods, Insiders are allowed to Trade unless they have Inside Information. Exemptions to this prohibition are allowed in accordance with Clause 5 of this policy.
- 3.3. The Compliance Officer can from time to time determine that Insiders are prohibited from Trading if this is necessary in order to avoid the appearance of market abuse.

- 3.4. The prohibitions set out in this policy remain applicable to Insiders during the six-month period after the termination of their function.
- 3.5. Insiders must report to the Compliance Officer each Trade for their own account promptly and no later than three business days after the date of such Trade in accordance with the terms set out in Appendix VI using the form in Appendix VII.

#### **4. CLOSED PERIODS**

- 4.1. The Compliance Officer is responsible for announcing which periods in a financial year are Closed Periods.
- 4.2. "Closed Periods" are:
  - 4.2.1. the period commencing 30 calendar days before the publication of an interim financial report or a year-end report, provided that the Compliance Officer may determine that this period must be longer if this is necessary to prevent market abuse or the appearance thereof; and
  - 4.2.2. such other periods as the Compliance Officer may designate for any Insider or Manager or group of Insiders or Managers if necessary to prevent market abuse or the appearance thereof.

#### **5. EXEMPTIONS FOR MANAGERS AND INSIDERS**

- 5.1. Managers and Insiders are allowed to Trade even when they possess Inside Information, if the Trade is carried out in the discharge of an obligation that has become due in good faith and is not carried out to circumvent the prohibition against insider trading, provided:
  - 5.1.1. the obligation results from an order placed or an arrangement concluded before they possessed Inside Information; or
  - 5.1.2. the Trade is carried out to satisfy a legal or regulatory obligation that arose before they possessed Inside Information.
- 5.2. Managers and Insiders are allowed to Trade within Closed Periods if this is done in accordance with the terms as set out in Appendix V.

#### **6. INSIDER LIST**

- 6.1. The Compliance Officer shall maintain for the Azerion group:
  - 6.1.1. a Permanent Insider List; and
  - 6.1.2. Project Insider Lists, as and when required.
- 6.2. An Insider will only be added to the Permanent Insider List if they have access at all times to all Inside Information (that is, they will always have access to all Inside Information immediately). If a person is included on the Permanent Insider List, he or she will not be included on any Project Insider List.

- 6.3. Certain Personal Data of Insiders must be recorded on the Insider List, including each Insider's full name, birth surname if different, date of birth, national identification number (if applicable), home address, work telephone number and all personal telephone numbers.
- 6.4. Insiders must inform the Compliance Officer if any of their Personal Data changes while they are included on the Insider List.
- 6.5. The Insider List shall contain:
  - 6.5.1. the dates and times on which the Insider gained access to the Inside Information;
  - 6.5.2. the date on which the Insider List was compiled and updated;
  - 6.5.3. the circumstance that, and the moment from which, an Insider no longer has access to Inside Information; and
  - 6.5.4. all instructions from and notifications to the Compliance Officer pursuant to this policy.

## **7. SANCTIONS**

- 7.1. In the event of a breach of any provision of this policy, Azerion reserves the right to impose any sanctions which it is permitted to impose pursuant to applicable law or the terms of employment applicable to the relevant Employee. Such sanctions may include the termination of employment by way of summary dismissal or otherwise. Azerion may also inform the AFM or any other authorities of its findings. A violation of these rules can be punishable by imprisonment or a fine.
- 7.2. A description of the sanctions and penalties for a breach of the relevant provisions of the MAR and MAD2, as implemented in the Financial Supervision Act, is attached to this policy as Appendix III.

## **8. COMPLIANCE OFFICER**

- 8.1. The Management Board shall designate a Compliance Officer. The Management Board may at any time revoke the designation of the Compliance Officer. The Compliance Officer may, with the approval of the chief executive officer of Azerion, designate one or more deputies.
- 8.2. Subject to applicable law, the Compliance Officer may grant dispensations and exceptions to any of the rules, restrictions and obligations under this policy. The Compliance Officer may only grant a dispensation or exception to himself or herself with the prior written approval of the Management Board.

## **9. MISCELLANEOUS**

### **9.1. Situations not covered by this policy**

The Management Board shall have the right to take decisions in any circumstances not covered by this policy, provided that it does so in accordance with applicable law.

**9.2. Conflict with applicable law**

If applicable law mandatorily prescribes a more strict rule, restriction or obligation than a provision of this policy, the more strict rule, restriction or obligation under applicable law prevails.

**9.3. Effective date**

This policy enters into force on 1 February 2022.

**9.4. Amendments**

The provisions of this policy may be amended and supplemented by a resolution of the Management Board. Amendments and additions shall enter into force on the date on which they are announced, unless the announcement specifies otherwise.

**9.5. Dutch law**

This policy is governed by Dutch law.

**9.6. Jurisdiction**

The competent court in Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any dispute in connection with this policy, and any agreements resulting therefrom unless such agreement explicitly provides otherwise, without prejudice to the right of appeal, including an appeal to the Supreme Court of the Netherlands. The term "dispute" shall be deemed to include disputes that are wholly or partially based on non-contractual principles or relate to nullity, nullification or existence of the policy or any legal act.

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**APPENDIX I - DECLARATION OF AGREEMENT WITH THE AZERION INSIDER TRADING POLICY (ONLY APPLICABLE TO MANAGERS)**

**The undersigned:**

Last name: .....

First name: .....

Employed by [*company name*]:

- Declares that he/she received a copy of the Azerion insider trading policy, familiarised him/herself with the contents thereof, including the sanctions applicable to insider trading and unlawful disclosure of Inside Information, and that he/she will comply with the provisions of such policy.
- Declares that he/she notified his/her Affiliated Persons of their reporting obligations under the MAR as set out in Appendix VI of the Azerion insider trading policy by providing them with a copy of the Azerion insider trading policy, and has kept a copy of such notification.
- Agrees that the Compliance Officer is entitled to hold an inquiry with respect to the holding of and effecting Trades or ensure that an inquiry be held and report in writing on the outcome thereof, but only after he/she has been given the opportunity to respond to the outcome of the inquiry.
- Declares that he/she will at all times remain ultimately responsible for compliance with applicable securities laws.
- States that, on the date that this statement was signed he/she owns [*number*] [shares in / options to acquire shares in / bonds issued by] Azerion.

Capitalised terms used in this declaration have the meaning ascribed to them in the Azerion insider trading policy.

Place:

Date:

Name:

Signature:



## APPENDIX II - DEFINITIONS

"**Affiliated Persons**" means:

- (a) spouses, registered partners, or life companions of a Manager if in a marriage or registered partnership;
- (b) children under the authority of a Manager, or children for whom such person has been appointed as guardian;
- (c) other relatives by blood or otherwise of a Manager who on the date of the transaction concerned have maintained a joint household with him or her for at least one year; and
- (d) legal persons, trusts or partnerships:
  - (i) whose executive responsibility is vested in a Manager or in a person referred to under (a), (b) or (c) above;
  - (ii) which is directly or indirectly controlled by a Manager or in a person referred to under (a), (b) or (c) above;
  - (iii) which has been created for the benefit of Manager or a person referred to under (a), (b) or (c) above; or
  - (iv) whose economic interests are essentially equivalent to those of a Manager or a person referred to under (a), (b) or (c) above.

"**AFM**" means the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*).

"**Azerion**" means Azerion Group N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, with its corporate seat in Schiphol-Rijk, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 81697244 and, unless the context otherwise requires, its subsidiaries.

"**Azerion Securities**" means shares or securities of Azerion or other financial instruments the value of which is determined by, or has an effect on, such shares or securities of Azerion or such financial instruments in each case within the meaning of MIFID2, which have been admitted to trading on a regulated market, a multilateral trading facility or an organised trading facility in the Netherlands or another member state of the European Union, or for which a request for admission to trading on such market or trading facility has been made.

"**Closed Periods**" has the meaning ascribed to it in Clause 4.2 of this policy.

"**Compliance Officer**" means the person designated as Azerion's compliance officer pursuant to Clause 8.1 of this policy.

"**Employee**" means any person employed by, or in any other form of relationship of authority to, Azerion or a subsidiary of Azerion, irrespective of the duration of the employment, including Managers.

"**ESMA**" means the European Securities Markets Authority.

"**Financial Supervision Act**" means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and any ancillary rules, decrees and regulations thereto, as amended from time to time.

"**Inside Information**" has the meaning ascribed thereto in the MAR, i.e. information of a precise nature, which has not been made public, relating, directly or indirectly, to Azerion or to listed Azerion Securities and which, if it were made public, would be likely to have a significant effect on the price of Azerion Securities. Examples include: non-public information regarding annual or semi-annual results, planned mergers or takeovers, planned share issuances, changes in the composition of the Management Board or Supervisory Board and the introduction of new products or services by Azerion.

"**Insider**" means an Employee, not being a Manager, or other person who has access to Inside Information in the exercise of his or her duties or has been designated as such by the Compliance Officer.

"**Insider List**" means the Permanent Insider List and any Project Insider List.

"**Insider List Implementing Regulation**" means implementing regulation on the format of insider lists (2016/347/EU).

"**MAD2**" means Directive 2014/57/EU of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse, including all legislation promulgated thereunder, as amended from time to time.

"**Management Board**" means the management board of Azerion.

"**Manager**" means:

- (a) each member of the Management Board and Supervisory Board; and
- (b) each senior executive, who is not a member of the Management Board or the Supervisory Board, who has regular access to Inside Information and who has the power to take managerial decisions affecting the future developments and business prospects of Azerion.

"**MAR**" means Regulation No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, including all legislation promulgated thereunder, as amended from time to time.

"**Permanent Insider List**" means a list including all persons having access to all Inside Information relating to Azerion at all times in the form set out in Template 2 of Annex I of the Insider List Implementing Regulation.

**"Personal Data"** means the information relating to an Employee as set out in Clause 6 of this policy processed for the purposes specified in Appendix IV.

**"Project Insider List"** means sections of the Permanent Insider List showing all persons having access to deal-specific or event-based Inside Information relating to Azerion as set out in Template 1 of Annex I of the Insider List Implementing Regulation.

**"Supervisory Board"** means the supervisory board of Azerion.

**"Trading"** or **"Trade"** means directly or indirectly executing or attempting to execute a transaction relating to Azerion Securities, including buying, selling and receiving securities, buying, writing and receiving options, exercising options, converting convertible bonds and cancelling or amending a transaction in Azerion Securities whether for a person's own account or for the account of a third party.

## APPENDIX III - REGULATORY FRAMEWORK

### 1. PROHIBITIONS

#### Section 14 of the MAR:

*A person shall not:*

- (a) *engage or attempt to engage in insider dealing;*
- (b) *recommend that another person engage in insider dealing or induce another person to engage in insider dealing; or*
- (c) *unlawfully disclose inside information.*

### 2. SANCTIONS

#### Administrative sanctions

In the event of a violation of Section 14 of the MAR, the AFM can decide to impose an administrative fine:

- of maximum €5,000,000 to private individuals; and
- of maximum €15,000,000 or 15% of the annual consolidated turnover to legal persons.

#### Criminal sanctions

##### Dutch law<sup>1</sup>

Under Dutch law, violation of Section 14 of the MAR constitutes a serious offence (*misdrijf*) if the violation is committed intentionally, and as a minor offence (*overtreding*) if the violation is not committed intentionally.

In case of a **serious offence**, the maximum criminal penalties that can be imposed are imprisonment (*gevangenisstraf*) for a maximum of six years, community service or a fine of the fifth category (with a maximum amount of €87,000). In the circumstance that the value of the assets, with which or in relation to which the economic offence has been committed, or which have been obtained wholly or partly by the economic offence, exceeds one-fourth of the fine of €87,000, a fine of the next higher category (in this case the sixth category with a maximum amount of €870,000) can be imposed. In addition, as a general rule of Dutch criminal law, if the convicted person is a legal entity rather than an individual, a maximum fine of the next higher category (in this case the sixth category with a maximum amount of €870,000) under normal circumstances or a turnover related fine (with a maximum amount of 10% of the annual turnover) in the special circumstances as set out above can be imposed if and to the extent the maximum fine originally set for the offence does not enable the imposition of an appropriate sanction.

In case of a **minor offence**, the maximum criminal penalties that can be imposed are detention

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<sup>1</sup> The maximum amounts of the different fine categories that are mentioned in this paragraph apply as of 1 January 2020. The maximum amounts of the fine categories are adjusted every two years to the consumer price index.

*(hechtenis)* of a maximum of one year, community service or a fine of the fourth category (with a maximum amount of €21,750). In the circumstance that the value of the assets, with which or in relation to which the economic offence has been committed, or which have been obtained wholly or partly by the economic offence, exceeds one-fourth of the fine of €21,750, a fine of the next higher category (in this case the fifth category with a maximum amount of €87,000) can be imposed. If the convicted person is a legal entity, a maximum fine of the next higher category (in this case the fifth category with a maximum amount of €87,000) can be imposed under normal circumstances and under the special circumstances as set out above a maximum fine of the sixth category (with a maximum amount of €870,000) can be imposed.

## **APPENDIX IV – PROCESSING OF PERSONAL DATA**

This Appendix IV concerns the protection of Personal Data processed in the context of this policy. Azerion will process Personal Data in accordance with the Azerion Privacy Policy. This Appendix IV is a specific supplement to the Azerion Privacy Policy. In case of any inconsistencies between these two policies, this Privacy Policy will prevail as regards the processing of Personal Data within the framework of this policy.

The object of this Appendix IV is to describe how, why and in which manner Azerion processes Personal Data. Azerion strives to be compliant with Regulation (EU) 2016/679 (the General Data Protection Regulation, hereinafter: the "GDPR") and the applicable implementing act(s) based thereon.

### **Processing Personal Data**

Azerion shall be responsible for the processing of Personal Data to be included in the insider list. Personal Data shall only be processed for the purposes set out below:

- (i) Compliance with legal or regulatory obligations, as set out in the MAR and any other related (future) legislation and regulation regarding market abuse, including providing information to supervisors as requested, such as, but not limited to:
  - (a) composing and maintaining a list of persons who may have Inside Information;
  - (b) taking internal disciplinary measures in case of non-compliance with the provisions of this policy;
  - (c) informing the AFM and any other authorities of any non-compliance with the provisions of this policy;
- (ii) Establishment, exercise or defence of legal claims;
- (iii) In pursuance of Azerion's legitimate interest, as permissible under relevant legal provisions.

### **Categories of Personal Data**

Azerion collects and processes Personal Data in the context of the realisation of the purposes described above. This information is set out in Clause 6 of this policy and includes in any case the information included in Template 1 and Template 2 of Annex I of the Insider List Implementing Regulation.

### **Legal ground for processing**

The grounds of lawfulness invoked by Azerion for the processing of Personal Data of Azerion Employees are the following:

- (i) compliance with legal obligations Azerion is subject to;
- (ii) the legitimate interests pursued by Azerion, except where such interests are overridden by the interests or fundamental rights and freedoms of the Azerion Employees, such as, as the case may be, protecting the interests of the company, preventing illegal conduct, etc.

## **Recipients of Personal Data**

Azerion observes a strict duty of confidentiality with regard to Personal Data. Azerion does not share, sell, rent, lend or disclose any of the Personal Data with any third party, except as described in this [Appendix IV](#) and unless Azerion provides Personal Data to:

- (i) a supervisory authority or court upon request or court order to the extent (i) it is necessary to comply with applicable law; or (ii) it is in the interest of Azerion; or
- (ii) such other party in so far as necessary in the execution of (i) Azerion's obligations under applicable law; or (ii) Azerion's legitimate interest, such as disclosure of Personal Data to its advisors; or
- (iii) the new or surviving entity, in the case that some of Azerion businesses may be restructured, bought or sold.

If Personal Data are transferred to a recipient third party in a country that does not provide an adequate level of protection for Personal Data, Azerion will take measures to ensure that Personal Data are adequately protected, such as entering into EU Standard Contractual Clauses with these third parties. In the absence of European Data Protection Board (EDPB) guidelines, each such matter is considered individually according to best practices and recommendations, with the help from independent experts. Where EDPB guidelines apply, all data transfers will be made in line with those guidelines. The EDPB guidelines are available on the website of the EDPB.

## **Technical and organizational measures**

Azerion takes reasonable efforts to ensure that appropriate technical and organizational security measures are being taken with regard to Personal Data. Such measures include:

- Access-control measures;
- Information Safety Policy and IT systems safety procedures;
- IT and telecommunication infrastructure hardware safeguards; and
- Other measures recommended by the Personal Data Officer.

Personal Data that is collected by Azerion in the context of the purposes set out in this [Appendix IV](#) shall be treated with due care. Within Azerion, the access rights to these Personal Data are restricted in such a way that they can only be accessed if this is necessary for the performance of certain tasks, so that only authorized persons who need Personal Data for the proper performance of their duties have the possibility to carry out internal consultations.

## **Removal of Personal Data from Insider List**

The insider list shall be kept by the Compliance Officer. Personal Data collected pursuant to this policy and the MAR will be kept for a period of at least five years after the date of recording in the insider list or alteration of the data or for such other period as required by applicable law. If the processing of Personal Data collected pursuant to this policy and the MAR is necessary for the resolution of a dispute or potential dispute or relates to the rights and obligations of Azerion, the Compliance Officer shall remove the Personal Data after resolution of the dispute or potential dispute

and as soon as required by applicable law.

### **Rights with respect to Personal Data**

Under the GDPR, Employees may exercise a number of rights with regard to the processing of their Personal Data.

The Employee has the right to object at any time to processing of Personal Data based on the legitimate interest of Azerion on grounds relating to his or her particular situation. If an objection is raised by the Employee, Azerion shall no longer process such Personal Data if necessary to comply with applicable laws.

Employees have certain rights to access their Personal Data. Moreover, under certain circumstances, Employees have the right to rectify, erase, or restrict the processing of Personal Data, and – where applicable – Employees have the right to data portability.

Employees may address comments, objections or questions to the Data Protection Officer. Azerion shall respond to such requests within a period of one month. If Employees feel that their rights have been infringed, please inform the Data Protection Officer. In addition, Employees may always contact the appropriate local data protection authority.



## **APPENDIX V – CONDITIONS FOR TRADING BY MANAGERS AND INSIDERS DURING CLOSED PERIODS**

Under the following circumstances Trading by Managers and Insiders can be allowed during Closed Periods:

- (i) on a case-by-case basis due to the existence of exceptional circumstances, such as severe financial difficulty, which require the immediate sale of Azerion Securities; or
- (ii) due to the characteristics of the Trading involved for transactions made under, or related to, an employee share or saving scheme, qualification or entitlement of shares, or transactions where the beneficial interest in the relevant security does not change,

provided that in each case, the Manager or Insider can demonstrate that the particular transaction cannot be executed at any other moment in time than during the Closed Period.

With respect to (i) above, prior to any Trading during a Closed Period, the Manager or Insider shall provide a reasoned written request to the Compliance Officer for obtaining permission to proceed with immediate sale of Azerion Securities. The written request shall describe the contemplated Trade and provide an explanation of why the sale of shares is the only reasonable alternative to obtain the necessary financing. When examining whether the circumstances described in the written request referred to above are exceptional, the Compliance Officer shall take into account the indicators set out in the MAR.

With respect to (i) above, the Manager or Insider will only proceed with Trading in a Closed Period after receiving written permission from the Compliance Officer.

With respect to (ii) above, Trading by Managers and Insiders is allowed during a Closed Period under the following circumstances:

- (a) The awarding of Azerion Securities in connection with an employee participation plan, provided that the conditions of the MAR are met. These requirements, in short, set out that the Manager or Insider does not have any discretion or influence as to the acceptance of the financial instruments awarded or granted and a pre-planned and organised approach is followed regarding the conditions, the periodicity, the timing of the award, the group of entitled persons and the amount of the financial instruments.
- (b) Exercising options or warrants or conversion of convertible bonds assigned to him under an employee scheme when the expiration date of such options, warrants or convertible bonds fall within a Closed Period, as well as sales of the shares acquired pursuant to such exercise or conversion, provided that (i) the Manager or Insider notifies Azerion of its choice to exercise or convert at least four months before the expiration date; (ii) the decision of the Manager or Insider is irrevocable; and (iii) the Manager or Insider has received authorisation from Azerion before proceeding.
- (c) Acquiring Azerion Securities under an employee saving scheme, provided that (i) the Manager or Insider has entered into the scheme before the Closed Period, except when it cannot enter into the scheme at another time due to the date of commencement of employment; (ii) the Manager or Insider does not alter the conditions of his participation into the scheme or cancel his participation into the scheme during the Closed Period; and (iii) the purchase operations are clearly organised under the scheme terms and that the Manager or

Insider has no right or legal possibility to alter them during the Closed Period, or are planned under the scheme to intervene at a fixed date which falls in the Closed Period.

- (d) Any transfer, directly or indirectly, of Azerion Securities provided that the Azerion Securities are transferred between two accounts of the Manager or Insider and that such transfer does not result in a change in price of such Azerion Securities.
- (e) Any acquisition of Azerion Securities by a Manager or Insider upon accepting a management or supervisory function at Azerion where the final date for such acquisition falls during a Closed Period, provided that the Manager or Insider submits evidence to Azerion of the reasons for the acquisition not taking place at another time, and Azerion is satisfied with the provided explanation.

## APPENDIX VI – REPORTING OBLIGATIONS

### Reporting obligations for Managers and Affiliated Persons:

- (A) Managers and Affiliated Persons must, no later than one business day following the transaction date, report to the Compliance Officer any Trade conducted or effected by them or on their behalf.
- (B) Managers and Affiliated Persons must notify the AFM of all Trades within three business days after the date of such Trade.

Such notification to the AFM may be delayed until the moment when the Trades conducted for their own account amount to at least €5,000 in total (without netting) in any calendar year.

- (C) Managers and Affiliated Persons will at all times remain ultimately responsible for the compliance with their notification duties within the applicable timeframe.

### Reporting obligations for Insiders

- (A) Insiders must promptly report transactions in Azerion Securities conducted by or for them to the Compliance Officer, in any case within three business days after the transaction.
- (B) Insiders will at all times remain ultimately responsible for the compliance with their notification duties within the applicable timeframe.

### Notification forms:

All notifications pursuant to this policy should be made by using forms which are consistent with the forms adopted by the European Commission, ESMA or the AFM, as applicable, pursuant to the MAR. The Compliance Officer will make the forms available via Azerion's intranet page.

The internal notifications to be made by Managers, Affiliated Persons or Insiders to the Compliance Officer pursuant to Clauses 2.6, 3.5 or this Appendix VI shall be made in the form of Appendix VII, which form shall also be made available via Azerion's intranet page.

**APPENDIX VII – FORM FOR INTERNAL NOTIFICATIONS OF TRADES TO THE COMPLIANCE OFFICER**

<b>Internal notification of transactions in Azerion Securities to the Compliance Officer in accordance with the Azerion Insider Trading Policy</b>			
<b>1.</b>	<b>Details of the person</b>		
a)	Name <sup>1</sup>		
<b>2.</b>	<b>Reason for the notification</b>		
a)	Position/status <sup>2</sup>		
b)	Initial notification/Amendment <sup>3</sup>		
<b>3.</b>	<b>Details of the issuer</b>		
a)	Name <sup>4</sup>	Azerion Group N.V.	
b)	LEI <sup>5</sup>	[ ]	
<b>4.</b>	<b>Details of the transaction(s): section to be repeated for (i) each type of instrument; (ii) each type of transaction; (iii) each date; and (iv) each place where transactions have been conducted</b>		
a)	Description of the financial instrument, type of instrument <sup>6</sup>		
	Identification code (ISIN) <sup>7</sup>		
b)	Nature of the transaction <sup>8</sup>		
c)	Price(s) and volume(s) <sup>9</sup>	Price(s)	Volume(s)
d)	Aggregated information		
	— Aggregated volume <sup>10</sup>		
	— Price <sup>11</sup>		
e)	Date of the transaction <sup>12</sup>		
f)	Place of transaction <sup>13</sup>		
		<b>Date and signature</b> _____	

<sup>1</sup> For natural persons: the first name and the last name(s). For legal persons: full name including legal form as provided for in the register where it is incorporated, if applicable.

<sup>2</sup> For Managers (persons discharging managerial responsibilities): the position occupied within the issuer should be indicated, e.g. CEO, CFO.

For persons closely associated (i.e. Affiliated Persons):

- An indication that the notification concerns an Affiliated Person closely associated with a Manager (person discharging managerial responsibilities);
- Name and position of the relevant Manager (person discharging managerial responsibilities).

<sup>3</sup> Indication that this is an initial notification or an amendment to prior notifications. In case of amendment, explain the error that this notification is amending.

<sup>4</sup> Full name of the entity.

<sup>5</sup> Legal Entity Identifier code in accordance with ISO 17442 LEI code.

<sup>6</sup> Indication as to the nature of the instrument:

- a share, a debt instrument, a derivative or a financial instrument linked to a share or a debt instrument;
- an emission allowance, an auction product based on an emission allowance or a derivative relating to an emission allowance.

<sup>7</sup> Instrument identification code as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.

<sup>8</sup> Description of the transaction type using, where applicable, the type of transaction identified in Article 10 of the Commission Delegated Regulation (EU) 2016/522 adopted under Article 19(14) of Regulation (EU) No 596/2014 or a specific example set out in Article 19(7) of Regulation (EU) No 596/2014. Pursuant to Article 19(6)(e) of Regulation (EU) No 596/2014, it shall be indicated whether the transaction is linked to the exercise of a share option programme.

<sup>9</sup> Where more than one transaction of the same nature (purchases, sales, lendings, borrows, ...) on the same financial instrument or emission allowance are executed on the same day and on the same place of transaction, prices and volumes of these transactions shall be reported in this field, in a two columns form as presented above, inserting as many lines as needed.

Using the data standards for price and quantity, including where applicable the price currency and the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.

<sup>10</sup> The volumes of multiple transactions are aggregated when these transactions:

- relate to the same financial instrument or emission allowance;
- are of the same nature;
- are executed on the same day; and
- are executed on the same place of transaction.

*Using the data standard for quantity, including where applicable the quantity currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.*

<sup>11</sup>. *Price information:*

- *In case of a single transaction, the price of the single transaction;*
- *In case the volumes of multiple transactions are aggregated: the weighted average price of the aggregated transactions.*

*Using the data standard for price, including where applicable the price currency, as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014.*

<sup>12</sup>. *Date of the particular day of execution of the notified transaction. Using the ISO 8601 date format: YYYY-MM-DD; UTC time.*

<sup>13</sup>. *Name and code to identify the MiFID trading venue, the systematic internalised or the organised trading platform outside of the Union where the transaction was executed as defined under Commission Delegated Regulation supplementing Regulation (EU) No 600/2014 of the European Parliament and of the Council with regard to regulatory technical standards for the reporting of transactions to competent authorities adopted under Article 26 of Regulation (EU) No 600/2014, or if the transaction was not executed on any of the above mentioned venues, please mention 'outside a trading venue'.*