

Fastned Securities Note dated 3 January 2024



Fastned B.V.

(incorporated in The Netherlands as a limited liability company with its registered office at the James Wattstraat 77R, 1097 DL, Amsterdam)

(the “Issuer”)

**Securities Note
constituting part of the base prospectus consisting of separate documents in relation to the
Issuer.**

Under this bonds issuance programme (the “Programme”), the Issuer may from time to time issue bonds (the “Bonds”) on the terms as specified in this securities note (the “Securities Note”) as further specified in relation to the specific issue of bonds in the applicable final terms (the “Final Terms”) which complete this Securities Note. This Securities Note shall be valid for the same period as the Registration Document and will expire on 3 January 2025, at the latest.

Together with the registration document of the Issuer dated 3 January 2024, as supplemented from time to time (the “Registration Document”), this Securities Note forms part of the Issuers’ base prospectus consisting of separate documents within the meaning of Article 8(6) of Regulation (EU) 2017/1129, as amended (the “Prospectus Regulation”) (the Registration Document together with this Securities Note, as supplemented from time to time, the “Base Prospectus”).

This Securities Note has been approved by the Dutch Authority for the Financial Markets (*Autoriteit Financiële Markten*, the “AFM”), as competent authority under the Prospectus Regulation. The AFM only approves this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the quality of the bonds that are the subject of this Securities Note. Investors should make their own assessment as to the suitability of investing in the securities.

Fastned accepts responsibility for the information contained in this Securities Note. Fastned declares that to the best of its knowledge the information contained in this Securities Note, is in accordance with the facts and contains no omission likely to affect its import. No person is or has been authorised to give any information or to make any representation in connection with the offering of Bonds under the Programme pursuant to this Base Prospectus (the “Offering”), sale or delivery of the Bonds, other than as contained in this Securities Note, and, if given or made, any other information or representation must not be relied upon as having been authorised by the Issuer.

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1. Risk factors

1.1. Risks relating to the Issuer

Each potential investor in the Bonds should refer to the risk factors section of the Registration Document for a description of those factors which may affect the Issuers' ability to fulfil its obligations under Bonds issued under the Programme.

1.2. Risks relating to the investment in the Bonds

1.2.1. Risk of non-redemption of the Principal Amount

There is a risk to investors that Fastned will not be able to redeem the Bonds at maturity. In such a case, Fastned will not be able to repay all or part of the principal to the registered natural persons or legal entities owning Bonds (the "Bondholders"). As a result, part of or all of the investment by the investor in the Bonds could be lost. There is no collateral linked to the Bonds.

1.2.2. Risk of non-payment of the interest due on the Bonds

There is a risk that Fastned will (temporarily) not be able to pay the interest on the Bonds as it becomes due. This can for example happen in case of cash flow problems or an (imminent) bankruptcy. The risk to investors is that in such cases their interest payments could be delayed or will not be paid at all for a period of 14 days after the Bondholder has notified the Issuer about the non-payment. If the Issuer does not ensure remedy of this within this stipulated time, the Bonds, including the interest accrued on the Bonds, become forthwith due and payable and have to be repaid by the Issuer immediately after the Issuer has received a written request from the Bondholder, if any Event of Default (as defined below) shall have occurred.

1.2.3. Risk of limited tradability

The Bonds have a limited tradability. The Bonds will not be listed and admitted to trading on any regulated exchange or on any other exchange. The Bonds may not be able to be sold at a desired moment. The Bonds can be transferred separately or in multiples to a third party. The risk to investors is that they may not be able to sell Bonds in their possession at a moment they wish to do so, possibly not at any price. As a result, it is possible that investors have to wait until the moment of redemption to redeem the Principal Amount (as defined below) related to their investment in the Bonds.

1.2.4. The value of Bonds may be adversely affected by movements in market interest rates

Investment in the Bonds involves a risk that if market interest rates change, it might adversely affect the value of the Bonds. The risk to investors is that in case market rates go up for investments, this could negatively affect the market value of the Bonds because investments can yield more in terms of interest rates than the Bonds (whilst it will not change the redemption value of the Bonds at maturity).

1.2.5. *The Bonds may be subject to withholding taxes and the Issuer is not obliged to make gross up payments*

All payments in respect of the Bonds will generally be made subject to any withholding or deduction for any taxes or duties of whatever nature imposed, levied or collected by or on behalf of The Netherlands or any authority therein or thereof having power to tax, or any other foreign competent tax authority. No additional amount shall be paid to the Bondholders (no gross-up).

The risk to investors is that Fastned may have to withhold new and/or additional taxes instead of making gross up payments in case such withholdings or deductions would become applicable.

1.2.6. *Risk of early redemption at the Issuer's option*

The applicable Final Terms of a Series may foresee that the Bonds of such Series are subject to early redemption at the option of the Issuer. If this is the case, the Bonds of such Series may be redeemed (i.e. repaid) early, at any time, if the Issuer chooses to do so, at 100% of their Principal Amount, together with any accrued interest but non-paid interest up to, but excluding, the date of redemption. The risk to investors is that there is no guarantee that in such case their investment in the Bonds will generate [●]% interest for the duration of [●] years. The risk to investors is that in case of redemption investors may not be able to receive a similar return on alternative investments.

For Bondholders of Series that are not subject to an early redemption at the option of the Issuer, there is a risk that other Series of Bonds may be repaid earlier than anticipated to the extent the Issuer redeems the Bonds of such other Series early based on the early redemption option.

1.2.7. *Risk of changes in governing law*

The Bonds and any obligations arising in connection with them are governed by Dutch law. No assurance can be given as to the impact of any possible judicial decision or change to Dutch law or the application or interpretation of Dutch law or administrative practice after the date of this Securities Note. The risk to investors is that changes to the law may have an adverse impact on their investment and/or on the return on their investment.

1.2.8. *The Conditions of the Bonds contain provisions which may permit their modification without the consent of all investors*

Changes in respect of the Conditions relating to the Bonds are only possible at the initiative of the Issuer and after the Bondholders of such Series have had the opportunity to object to any proposed change(s) in writing or by digital means to the Issuer. The Bondholders of a Series are deemed to have had such an opportunity if 30 calendar days have passed after they have been notified by the Issuer in accordance with Condition 10 in respect of such proposed change(s). Any proposed change to the Conditions in relation to a Series is not possible if Bondholders representing at least 25% of the aggregate nominal amount outstanding of such Series, within 30 calendar days after having received notice by the Issuer in accordance with the above, have notified the Issuer to object to such proposed change. These

provisions permit the Issuer to make certain changes to the Conditions which will bind all the Bondholders, including Bondholders who did object to a proposal. The risk to investors is that this could result in a situation that is not in the interest of that investor.

2. Essential information

2.1. Responsibly for the information contained in this Securities Note

This Securities Note has been approved by the AFM, as competent authority under Regulation (EU) 2017/1129. The AFM only approves this Securities note as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129. Such approval should not be considered as an endorsement of the quality of the bonds that are the subject of this Securities Note. Investors should make their own assessment as to the suitability of investing in the securities.

Fastned accepts responsibility for the information contained in this Securities Note. Fastned declares that to the best of its knowledge the information contained in this Securities Note, is in accordance with the facts and contains no omission likely to affect its import. No person is or has been authorised to give any information or to make any representation in connection with the offering, sale or delivery of the Bonds, other than as contained in this Securities Note, and, if given or made, any other information or representation must not be relied upon as having been authorised by the Issuer.

2.2. The offer and subscription to the offer

This Securities Note is only valid during the period that the Registration Document is valid. There will only be an Offering by the Issuer during a Subscription Period (as defined below). Therefore, subscription to the offer is only possible during the Subscription Period. The Subscription Period closes earlier when fully subscribed. The subscription process takes place through the [specific Bond page](#) of the [Website](#) or through the [My Fastned Bonds Platform](#). The issuance of the Bonds is conditional upon the corresponding payment being made by the investor as part of the subscription. The Issuer has the right to refuse a subscription without disclosure of any reason. The Issuer can extend, shorten or suspend the Subscription Period during or prior to the Subscription Period. The board of Fastned can decide at any time during the Subscription Period to increase the number of Bonds of a particular Issue and/or extend the Subscription Period with a maximum of up to two additional weeks. In such a case the Issue Date (as defined below), the Interest Payment Dates (as defined below) and the Maturity Date (as defined below) will be extended with the same number of days. Any decision to amend the aforementioned terms of the Issue will be communicated immediately via the Website and any such notification will prevail over the information set out in the applicable Final Terms.

2.3. Reasons for the Issue

Fastned aims to roll out a network of fast charging stations to provide fast charging capacity to the growing number of electric cars on European roads. The Offering is intended to provide financing for capital expenditures and operational expenditures related to the expansion of the network.

2.4. Estimated Expenses

The expenses related to an Issue will be included in the applicable Final Terms and include, among other items, legal and administrative expenses, publication costs, marketing costs, bonus interest and applicable taxes, if any, that can be attributed to a specific Issue. Issuance Fees (as defined below) might apply to an Issue bringing down costs.

The expenses related to an offer in which old Bonds are replaced with new Bonds ("Extension") will be included in the final terms and include, among other items, legal and administrative

expenses, publication costs, marketing costs, bonus interest and applicable taxes, if any, that can be attributed to a specific Issue.

2.5. Use of proceeds

The Issuer intends to use the net proceeds from the Offering of the Bonds entirely to finance expansion and operation of the Fastned network of fast charging stations in Europe and general corporate purposes. The total amount of the proceeds from the Offering depends on the number of Bonds sold.

The Offering of Bonds is intended to finance operational and capital expenditures that are required in the following years to increase the capacity of Fastned's network. Additionally, the Offering could be used for the Extension of existing Bonds.

Fastned expands its network primarily in the following three ways:

1. by securing new locations, obtaining permits and building stations in Europe;
2. by equipping existing stations with faster chargers that can deliver more kWh per unit of time, as well as replacing old chargers with newer and faster chargers;
3. by procuring additional grid connections and/or grid connections with more capacity.

Fastned actively seeks to optimise the effectuation of its network expansion on a continuous basis in order to be able to swiftly seize opportunities when they arise and respond to the occurrence of events or circumstances, such as securing new locations through tenders or other governmental allocation procedures, an acceleration in the demand at existing charging stations, delays in the receipt of operating permits, building permits or planning consents from governmental authorities or delays in the provision of grid connections by grid companies.

The amounts and timing of the Issuer's actual expenditures will consequently depend upon numerous factors, including but not limited to delays in time-intensive elements in the development process of new locations (such as the receipt of operating permits, building permits, planning consents and grid connections), location specific aspects (e.g. the type of soil a station is built on), regulatory or competitive developments, the net proceeds actually raised by it in the Offering, any amounts received by way of government subsidies and Fastned's future operating costs and expenditures. Consequently, at the date of this Base Prospectus, the Issuer cannot predict with certainty all of the particular ways in which it will expand the capacity of Fastned's network, the amounts that it will actually spend on the uses set forth above nor do the three ways listed above indicate the order in which the Issuer will deploy the net proceeds from the Offering. The net proceeds of the Offering will as part of such expansion also be used for the related operational expenditures and other costs. The Management Board will have significant flexibility in applying the net proceeds from the Offering on the expansion of the capacity of Fastned's network and may change the allocation of these proceeds as a result of the contingencies discussed above and other contingencies. Bondholders will have no direct influence on decisions regarding the application of the net proceeds from the Offering on the expansion of Fastned's network.

3. General description of the bonds

3.1. What are the main features of the bonds?

Under this Programme the Issuer may decide to issue bonds until the expiration of the Registration Document. Any bonds issued under this Programme as herein referred to as Bonds.

3.2. The Bonds

Under the Programme, Bonds will be issued in Euros with a nominal value of EUR 1,000, a maturity of [●] years, and interest of [●]% per annum. The yield for the Bonds will be [●]%. The yield is calculated at the last day of the Subscription Period on the basis of the Issue Price. It is not an indication of future yield. The interest will be payable in arrear at the end of each quarter after the relevant Issue Date, with a fixed interest rate of [●]% per quarter. The interest rates, the first interest payment, Issue Date and Maturity Date will be (amongst other things) specified in the applicable Final Terms. The Bonds will be governed by the laws of The Netherlands.

The Bonds will be issued in registered form by the Issuer and registered in a register maintained by the Issuer (the "Register"). No physical bonds will be issued. At the relevant issue date of the Bonds under this Base Prospectus (the "Issue Date"), the Bonds will not be listed and admitted to trading on any regulated exchange or on any other exchange. The Bonds shall not be deposited with a clearing system.

3.3. Type, Class and Seniority

The Bonds will constitute, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

The international security identification number ("ISIN") for the Bonds will be included in the Final Terms.

3.4. No maximum amount

There is no maximum amount of Bonds that can be offered under this Securities Note. The investor may cancel the subscription of its Bonds up to two working days after the total amount of Bonds to be offered to the public has been filed. After these two days and after completion of the subscription, the investor does not have the right to cancel. The total amount of Bonds to be offered to the public will be announced by a press release on the Website.

3.5. Taxation

The tax legislation of the investor's Member State and of the Issuer's country of incorporation, being The Netherlands, may have an impact on the income received from the Bonds.

All payments in respect of the Bonds will generally be made subject to any withholding or deduction for any taxes or duties of whatever nature imposed, levied or collected by or on behalf of The Netherlands or any authority therein or thereof having power to tax, or any other foreign competent tax authority.

Under current Dutch tax legislation, however, all payments of principal and interest in respect of the Bonds can be made without deduction for or on account of withholding taxes imposed by The Netherlands.

In the event that any such deduction would however ever have to be made, the Issuer will not be required to pay additional amounts to cover the amounts so deducted (no gross-up). See for more information on taxation section 6 below.

3.6. Issuer's negative pledge

The terms of the Bonds will not contain a negative pledge provision.

3.7. Events of default

The terms of the Bonds contain, amongst others, the following Events of Default:

- The Issuer fails to perform or observe any of its obligations under the Bond and such failure continues for a period of 14 days after the Bondholder has notified the Issuer about the failure;
- The Issuer fails in the due repayment of the Bonds, or states that it will fail in the due repayment of borrowed money when becoming due;
- The Issuer has taken any corporate action or any steps have been taken or legal proceedings have been instituted against it for its entering into (preliminary) suspension of payments (*voorlopige surseance van betaling*), or for bankruptcy (*faillissement*);
- The Issuer has requested bankruptcy or becomes bankrupt;
- The Issuer has taken any corporate action or other steps have been taken or legal proceedings have been instituted against it for its dissolution (*ontbinding*) and liquidation (*vereffening*) or ceases to carry on the whole of its business otherwise.

3.8. Maturity and Redemption

Subject to any purchase and cancellation or early redemption, the Bonds will be redeemed at its nominal amount on the maturity date of the Bonds as specified in the applicable Final Terms (the "Maturity Date").

The applicable Final Terms in respect of a Series of Bonds will specify whether the Bonds of such Series may be redeemed early at the option of the Issuer. If the early redemption option applies, the Issuer may redeem the Bonds of such Series early at their nominal amount as further specified in the Conditions.

3.9. Restrictions on Free transferability of the Bonds

There are no restrictions under the articles of association of the Foundation or Fastned or Dutch law that limit the right of holders of the Bonds to hold the Bonds. The transfer of the Bonds to persons who are located or resident in, citizens of, or have a registered address in jurisdictions other than The Netherlands may, however, be subject to specific regulations or restrictions according to their securities laws.

3.10. Where will the Bonds be traded?

The Bonds will have a limited tradability. At the relevant Issue Date, the Bonds will not be listed or admitted to trading on any regulated exchange or on any other exchange. Investors can

agree on a sale and purchase of their Bonds with other investors without the involvement of the Issuer.

If investors agree on a sale and purchase of Bonds, the Issuer will solely provide a contract template for such a transfer at request. The transfer of the Bonds will only take place after the Issuer has received the transfer contract as agreed and signed by both the purchaser and seller, and after the purchaser has paid a fee of EUR 100.- for each transaction to the Issuer to update its Register.

3.11. Board approval

The Management Board of the Issuer approves the establishment of the Programme and the Issue of Bonds thereunder. The specific approval of a Series of Bonds will also require approval by the Management Board prior to the start of the relevant Offering.

4. Terms and conditions of the offer of the bonds to the public

The terms and conditions set out below (the “Conditions”) apply in respect of Bonds issued under the Programme in separate Series on separate Issue Dates. Bonds issued in one Series will have the same conditions and will be fungible amongst each other. The Final Terms will be published on this [specific issue page](#) of the [Website](#) and through the [My Fastned Bonds Platform](#).

In respect of a Series of Bonds, the applicable Final Terms will apply. The Final Terms in respect of a Series of Bonds will contain further specifications in respect of the terms set out in the Conditions. If the terms set out in the applicable Final Terms differ from the Conditions, the applicable Final Terms shall prevail. The form of Final Terms is set out in this Base Prospectus in section “Form of Final Terms”. Bondholders shall be deemed to have read and agreed to the Conditions as supplemented by the applicable Final Terms.

Condition 1: Form, size, nominal value, issue price and fees

1.1 Bonds

The Bonds will be issued in registered form by the Issuer and shall not be deposited with a clearing system.

1.2 Series / Tranches

The Bonds will be issued in separate series (each a “Series” or “Tranche”). The terms and conditions of each Series/Tranche will be set out in the applicable Final Terms drawn up in respect of such Series.

1.3 Nominal amount and Issue Price

The Bonds will be issued in Euros. Each Bond has a nominal value of EUR 1,000.-. The Issue Price (as defined below) is 100% of the nominal amount of the Bonds.

1.4 Issuance Fee

Issuance fees might apply when Bonds are Issued (the “Issuance Fees”). The Issuer has the right to waive the Issuance Fee applicable to an investor at its discretion. The Issuance Fee will be deducted from the first interest payment in respect of the Bonds. Issue specific Issuance Fees can be found in the Issue Specific Summary and the Final Terms.

1.5 Bonus interest

An interest bonus might apply when Bonds are Issued. The one-off interest bonus will be added to the first interest payment that is due on the Bonds. In case of a bonus interest being a percentage, the

relevant percentage is calculated over the total investment of the relevant investor in the applicable Issue. Issue specific bonus interest can be found in the Issue Specific Summary and the Final Terms.

Condition 2: Register

2.1 Register

The Bonds will be registered on behalf of the Bondholders in the Register and no physical bonds will be issued. The Register will include contact details of each Bondholder, the relevant Series of Bonds/Tranches owned by the Bondholder, and the number of Bonds owned in respect of a Series of Bonds/Tranche by each Bondholder. The Register shall serve as conclusive evidence in respect of any claims on the Issuer a Bondholder may have in respect of the Bonds.

2.2 Changes to the Register

Each Bondholder is obliged to register changes in address, email address, phone number(s) and/or bank account promptly. Registration of new information can be done via the My Fastned Bonds Platform.

2.3 No Liability

The Issuer is not liable for damage in any form due to a Bondholder failing to provide notice promptly or at all to the Issuer in accordance with Condition 2.2.

Condition 3: Status of the Bonds

The Bonds will rank *pari passu* (i.e. equally in right of payment), without any preference between themselves. The Bonds are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

Condition 4: Interest

4.1 Fixed interest rate

The Bonds bear a fixed interest rate. The applicable interest rate for each Series of Bonds is set out in the applicable Final Terms.

4.2 Interest accruing period

The Bonds bear interest from, and including, the Issue Date to, but excluding, the earlier of (1) the Maturity Date or (2), if applicable in respect of the relevant Series of Bonds, at the relevant Call Date (as defined below) in the event of early redemption. If a Call Date does not fall on an Interest Payment Date, any accrued, but unpaid, interest will be paid to the Bondholder together with the repayment of the Principal Amount of the Bonds.

4.3 Payment of interest

Interest in respect of the Bonds will be paid quarterly in arrears in equal instalments on each Interest Payment Date as specified in the applicable Final Terms. If an Interest Payment Date falls on a date on which bank transfers cannot be made by the Issuer, interest on the Bonds will be paid at the immediately succeeding date on which bank transfers are possible. The Bondholder will not be entitled to receive any compensation as a result of such a delay in payment. The Issuer will pay the interest in respect of the Bonds by bank transfer to the bank account of the Bondholder as included in the Register.

If interest is required to be calculated for a period of less than a full Interest Period as specified in the applicable Final Terms, it shall be calculated on the basis of the number of calendar days elapsed since

the last relevant Interest Payment Date (or the Issue Date, as the case may be) to, but excluding, the relevant Interest Payment Date divided by 365.

As used in the Conditions, "Interest Period" means the period from (and including) an Interest Payment Date (or the Issue Date) to (but excluding) the next (or first) Interest Payment Date.

Condition 5: Maturity and Redemption

5.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Bond will be redeemed by the Issuer at its nominal amount in EUR on the Maturity Date. The Issuer will transfer the Principal Amount of the Bonds times the number of Bonds of the Bondholder to the bank account of the Bondholder.

5.2 Redemption at the option of the Issuer

The applicable Final Terms of a Series may specify that the Bonds of a Series can be redeemed at the option of the Issuer. If the applicable Final Terms of a Series provide for the redemption at the option of the Issuer, then all, but not some, of the Bonds of the relevant Series may be fully redeemed (i.e. repaid) early, at any time, at the option of the Issuer, at their nominal amount. If a Call Date does not fall on an Interest Payment Date, any accrued, but unpaid, interest will be paid to the Bondholder together with the repayment of the Principal Amount of the Bonds. If the Issuer chooses to redeem the Bonds of the relevant Series early, the Issuer will inform the Bondholders at least 14 days prior to the redemption per email. The Issuer will transfer the Principal Amount of the Bond(s) and accrued, but unpaid, interest to the bank account of the Bondholder.

Condition 6: Taxation

All payments in respect of the Bonds will generally be made subject to any withholding or deduction for any taxes or duties of whatever nature imposed, levied or collected by or on behalf of The Netherlands or any authority therein or thereof having power to tax, or any other foreign competent tax authority. Under current Dutch tax legislation, however, all payments of principal and interest in respect of the Bonds can be made without deduction for or on account of withholding taxes imposed by The Netherlands. If ever such a deduction would have to be made, no additional amount shall be paid to the Bondholders (no gross-up).

Condition 7: Transfer of the Bonds

There are no restrictions on the free transferability of the Bonds.

The Bonds have a limited tradability. The Bonds will not be listed or admitted to trading on any regulated exchange or on any other exchange. Investors can agree on a sale and purchase of the Bonds with other investors without the involvement of the Issuer. If investors agree on a sale and purchase of Bonds, the Issuer will solely provide a contract template for such a transfer at request.

The transfer of the Bonds will only take place after the Issuer has received the transfer contract as agreed and signed by both the purchaser and seller, and after the purchaser has paid a fee of EUR 100.- for each transaction to the Issuer to update its Register.

Payment of interest will be made to the registered Bondholder at time of the Interest Payment Date. In case of a transfer it is up to the previous and the new Bondholder to settle the interest that may be due to the other party amongst themselves.

Condition 8: No rights in rem

A Bondholder may not subject the Bonds to security rights or rights of usufruct.

Condition 9: Events of default

The Bonds, including the interest accrued on the Bonds, become forthwith due and payable and have to be repaid by the Issuer immediately after the Issuer has received a written request from the Bondholder, if any one or more of the following Events of Default shall have occurred and be continuing:

- the Issuer fails to perform or observe any of its obligations under the Bond and such failure continues for a period of 14 days after the Bondholder has notified the Issuer about the failure;
- the Issuer fails in the due repayment of the Bonds or states that it will fail in the due repayment of borrowed money when becoming due;
- the Issuer has taken any corporate action or any steps have been taken or legal proceedings have been instituted against it for its entering into (preliminary) suspension of payments (*(voorlopige) surseance van betaling*), or for bankruptcy (*faillissement*);
- the Issuer has requested bankruptcy or becomes bankrupt; and/or
- the Issuer has taken any corporate action or other steps have been taken or legal proceedings have been instituted against it for its dissolution (*ontbinding*) and liquidation (*vereffening*) or ceases to carry on the whole of its business otherwise.

Condition 10: Notices

All notices and publications with respect to the Bonds will be made public on [this specific issue page](#) of the [Website](#) of the Issuer. In addition, Bondholders will receive any such notices and publications by email.

Condition 11: Change of terms and conditions

Changes in respect of the Conditions relation to a Series of Bonds are only possible at the initiative of the Issuer and after the Bondholders of such Series have had the opportunity to object to any proposed change(s) in writing or by digital means to the Issuer. The Bondholders of a Series/Tranche are deemed to have had such an opportunity if 30 calendar days have passed after they have been notified by the Issuer in accordance with Condition 10 in respect of such proposed change(s). Any proposed change to the Conditions in relation to a Series is not possible if Bondholders representing at least 25% of the aggregate nominal amount outstanding of such Series, within 30 calendar days after having received notice by the Issuer in accordance with the above, have notified the Issuer to object to such proposed change.

Condition 12: Prescription

Claims against the Issuer for payment of principal or interest in respect of the Bonds shall be prescribed and become void unless made within five years from the date on which the payment becomes due.

Condition 13: Offer and Subscription Procedure

13.1 Subscription

Subscription is possible during the Subscription Period specified in the applicable Final Terms. Investors can subscribe via this [specific issue page](#) of the [Website](#) of the Issuer.

13.1.1 Fastned Bondholders

Bondholders of older Series of Bonds/Tranches have access to the My Fastned Bonds Platform. By logging into the platform, a Bondholder will be able to subscribe to an open Issue by following the steps offered in the platform. This comes down to:

Step 1 - Click on the button saying “Subscribe” / “Inschrijven”.

Step 2 - Select the number of Bonds via the dropdown.

Step 3 - Click on the button saying “Subscribe” / “Inschrijven”.

Step 4 - Payment via Ideal or Bank transfer.

13.1.2 New Fastned Bond investors

On the Website of the Issuer, investors will find a button saying “Ja, ik wil Fastned Obligaties” / “Ja, Ich will Anleihe von Fastned” / “Yes, I want Fastned Bonds”. After clicking this button, a page will follow where the subscription process can be started.

Step 1 – Number of Bonds

The number of Bonds to be acquired needs to be selected.

The minimum amount per subscription is 1 Bond. The maximum number of Bonds available to the subscriber at a certain moment depends on (1) the size of the corresponding Series of Bonds, (2) the number of remaining available Bonds for the relevant Series of Bonds and (3) possible limitations of relevant payment-options at the disposal of the subscriber.

The maximum payment amount per iDeal transfer is EUR 50,000.- (50 Bonds). If the investor would like to buy more than 50 Bonds, the purchase process set out above should be repeated until the required number of Bonds is acquired. Alternatively, a bank transfer can be made for the full amount. For more information please contact Fastned (via +31 (0)20 705 53 80).

Step 2 – Information

Only persons over 18 years old and legal entities are allowed to subscribe. A person who would like to subscribe is obliged to fill-out the information sheet with the following details:

- Gender;
- Surname, family name;
- In case of subscription by a legal entity, the name of the legal entity and the Chamber of Commerce number;
- Number and email address; and
- Address details

BEWARE: Making sure that the information fields are filled-out completely and correctly is both the responsibility of and in the interest of the investor.

Step 3 – Payment / Finalisation

Select the payment method. When choosing iDeal select the correct bank. After selecting the bank, Click the button saying “Continue” / “Ga verder”. The investor will now be guided through the iDeal payment process. After the payment is finalised, the investor will receive an acknowledgement of the subscription by email. In case no email is received, please contact Fastned directly (via +31 (0)20 705 53 49). When choosing bank transfer click the button saying “Continue / Ga verder” and follow the instructions.

Please be aware that the Bonds will be issued on the Issue Date and no interest is accrued over the period between the date of subscription and the Issue Date.

13.1.3 Subscription via Extending offer

Bondholders of older Series of Bonds/Tranches have access to the My Fastned Bonds Platform. After logging on to the platform, a Bondholder will be able to subscribe to an open Issue via an Extension offer when this is offered to the Bonds the investor is holding. The subscription to the new Issue by Extension is done by following the steps offered in the platform. This comes down to:

Step 1 - Click on the button saying "View extension overview" / "Bekijk overzicht verlengen".

Step 2 - Select the number of Bonds next to the applicable Series/Tranche.

Step 3 - Click on the button saying "I want to extend my investment of X bond(s)" / "Ik wil mijn investering van X obligatie(s) verlengen"

Step 4 - A security code is sent to the registered phone number

Step 5 - Fill in the code and click "Verify the extension" / "Bevestig de verlenging"

13.2 Legal entities

The natural person who invests in name of a legal entity declares by transfer of the relevant funds that he/she is authorised to represent the legal entity and is authorised by the legal entity to purchase Bonds on behalf of such legal entity.

13.3 Acceptance of terms and conditions

By completing the subscription as described above the natural person declares all information he/she provided to be correct, to be legitimate and that he/she is aware of and familiar with all information in this Base Prospectus, the Final Terms, and all documents incorporated by reference into this Base Prospectus.

13.4 Payment

The natural person declares that he/she is authorised to perform a transaction to buy Bonds (in name of the legal entity) from the bank account concerned and gives authorisation to use the payment as a means of identification.

13.5 Cancellation of subscription

The Issuer has the right to cancel a subscription without disclosure of any reason. In such a case the Issuer will notify the investor by email and will refund the invested amount to the bank account of the investor.

The investor has the right to cancel a subscription or Extension order during the offer period or within 2 calendar days after the subscription or Extension order has been given. The cancellation can be carried out by contacting Fastned via phone or email and stating the request. In case of a transaction involving a monetary transaction, the total sum will be returned to the investor.

If the investor decides that he/she wants to invest or extend a lower number of Bonds than previously subscribed to or extended, the investor needs to contact Fastned by phone or email and Fastned will amend the order. In case of a transaction involving a monetary transaction, the difference will be returned to the investor. Any refund will be made as soon as possible and in any event within ten (10) working days to the account number from which the deposit was made.

13.6 Duration of Subscription Period

The exact starting date and time and closing date and time of the Subscription Period will be included in the Final Terms.

The Subscription Period for a Series will close automatically on the earliest of the end of the Subscription Period or the date and time on which all Bonds are subscribed for.

Any amendment to the Subscription Period as specified in the applicable Final Terms will be notified on the Website of the Issuer.

The investor receives an acknowledgement of his/her Subscription per email as soon as the corresponding payment has been completed.

The investor does not accrue any interest over the Subscription Period.

The Management Board can decide at any time during the Subscription Period to increase the number of Bonds of a particular Issue and/or extend the Subscription Period with a maximum of two additional weeks. In such a case the Issue Date and the Maturity Date will be extended with the same number of days. Any decision to amend the aforementioned terms of the Issue will be communicated immediately via the Website and any such notification will prevail over the information set out in the applicable Final Terms.

13.7 Issue Date and registration of the Bonds

The Bonds are issued to the investor and registered in the Register on the Issue Date as mentioned in the applicable Final Terms.

On the Issue Date, the investor receives a confirmation of the investment per email, including whether the Issuance Fee or bonus interest is applicable. At this moment the investor becomes a Bondholder.

13.8 Information

The Bondholder will receive emails with relevant updates about the Bonds. Other important information will be published via press releases, and on the Fastned Website.

Condition 14: Governing Law and Jurisdiction

The Bonds are governed by the laws of The Netherlands. The courts of Amsterdam, The Netherlands, shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Bonds.

5. Form of Final Terms

Set out below is the form of Final Terms which will be completed for each Series of Bonds issued under the Programme.

FINAL TERMS

[●]

Fastned B.V.

Issue of EUR [●] Bonds due 20[●] under the EUR [●] Programme

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Registration Document dated 3 January 2024, the Securities Note 3 January 2023, the Issue Specific Summary dated [●] [and the supplement[s] to it dated [●] [and [●] which [together] constitute[s] the Base Prospectus for the purposes of the Prospectus Regulation. This document constitutes the Final Terms of the Bonds described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. A summary of the individual issue is annexed to these Final Terms. The Base Prospectus and these Final Terms are available for viewing and for downloading at the [Dutch Website](#) and for downloading at the [English Website](#). During normal business hours at James Wattstraat 77-R, Amsterdam copies may be obtained free of charge.

In addition to the Conditions set out in the Securities Note, the following terms and conditions apply to the Bonds:

[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs.]

- | | | |
|----|--|---|
| 1. | Issuer: | Fastned B.V. |
| 2. | Series number: | [●] |
| 3. | Total nominal amount: | [Up to] EUR [●]

[if the amount is not fixed,
description of the arrangements and
time for announcing to the public the
definitive amount of the offer.] |
| 4. | Expected aggregate net proceeds | [●] |
| 5. | Expected estimated expenses related to this issue: | [●] |
| 6. | Issue Date: | [●] |
| 7. | Maturity Date: | [●] |
| 8. | Interest rate: | [●] %. per annum. |

9. Yield to maturity: [●]
- The yield is calculated at the last day of the Subscription Period on the basis of the Issue Price. It is not an indication of future yield.
10. Interest Payment Dates: [●], [●], [●] and [●] in each year up to and including the Maturity Date. The first Interest Payment Date shall fall on [●].
10. Start of Subscription Period: [●]
11. End Subscription Period: [●]
12. ISIN Code: [●]
- [13. Optional Redemption [yes]/[no]]

Issue Specific Summary to be attached

Signed on behalf of Fastned B.V.:

By:

Duly authorised

6. Taxation

6.1. The Netherlands

The tax legislation of the investor's Member State and of the Issuer's country of incorporation, being The Netherlands, may have an impact on the income received from the Bonds. The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Bonds, but does not purport to be a comprehensive description of all Netherlands tax considerations in relation thereto. For purposes of Netherlands tax law, a Bondholder may include an individual or entity who does not have the legal title of these Bonds, but to whom nevertheless the Bonds or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Bonds or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of an investment in the Bonds.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Base Prospectus, and does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address The Netherlands tax consequences for:

- (i) Bondholders holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and Bondholders of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds, or is deemed to hold (1) an interest of 5% or more of the total issued capital of the Issuer or of 5% or more of the issued capital of a certain class of Shares of the Issuer, (2) rights to acquire, directly or indirectly, such interest or (3) certain profit sharing rights in the Issuer;
- (ii) investment institutions (*fiscale beleggingsinstellingen*);
- (iii) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are exempt from Netherlands corporate income tax;
- (iv) entities which are a resident of Aruba, Curacao or Sint Maarten that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba, to which permanent establishment or permanent representative the Bonds are attributable;
- (v) persons to whom the Bonds and the income from the Bonds are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of The Netherlands income tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands gift and inheritance tax Act (*Successiewet 1956*);
- (vi) individuals to whom the Bonds or the income therefrom are attributable to employment activities which are taxed as employment income in the Netherlands; and
- (vii) Bondholders which are not considered the beneficial owner (*uiteindelijk gerechtigde*) of these Bonds or of the benefits derived from or realised in respect of these Bonds.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

6.1.1. Withholding Tax

All payments of principal and interest by or on behalf of the Issuer in respect of the Bonds shall be made subject to withholding or deduction for, any taxes (such as income taxes (*inkomstenbelasting*) or duties of whatever nature imposed, levied or collected

by or on behalf of The Netherlands or any authority therein or thereof having power to tax and no additional amount shall be paid to the Bondholders (no gross-up).

6.1.2. Corporate and Individual Income Tax

Residents of The Netherlands

If a Bondholder is a resident of The Netherlands or deemed to be a resident of The Netherlands for Dutch corporate income tax purposes and is fully subject to Dutch corporate income tax or is only subject to Dutch corporate income tax in respect of an enterprise to which the Bonds are attributable, income derived from the Bonds and gains realised upon the redemption, settlement or disposal of the Bonds are generally taxable in The Netherlands (at up to a maximum rate of 25%).

If an individual Bondholder is a resident of The Netherlands or deemed to be a resident of The Netherlands for Dutch individual income tax purposes, income derived from the Bonds and gains realised upon the redemption, settlement or disposal of the Bonds are taxable at the progressive rates (at up to a maximum rate of 51.75%) under Dutch income tax act 2001 (*Wet inkomstenbelasting 2001*), if:

- (i) the Bondholder is an entrepreneur (*ondernemer*) and has an enterprise to which the Bonds are attributable or the Bondholder has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Bonds are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which include activities with respect to the Bonds that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies, an individual that holds the Bonds, must determine taxable income with regard to the Bonds on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on income from savings and investments is fixed at a percentage of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Bonds will be included as an asset in the individual's yield basis. The deemed return percentage to be applied to the yield basis increases progressively depending on the amount of the yield basis. The deemed return on income from savings and investments is taxed at a rate of 30%.

Non-residents of The Netherlands

If a Bondholder is not a resident of The Netherlands nor is deemed to be a resident of The Netherlands for Dutch corporate or individual income tax purposes, such Bondholder is not taxable in respect of income derived from the Bonds and gains realised upon the settlement, redemption or disposal of the Bonds, unless:

- (i) the Bondholder is not an individual and such Bondholder (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which permanent establishment or permanent representative the Bonds are attributable, or (2) is entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in

The Netherlands (other than by way of securities) and to which enterprise the Bonds are attributable.

This income is subject to Dutch corporate income tax at up to a maximum rate of 25%.

(ii) the Bondholder is an individual and such Bondholder (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in The Netherlands to which permanent establishment or permanent representative the Bonds are attributable, or (2) realises income or gains with respect to the Bonds that qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*) in The Netherlands, which activities include the performance of activities in The Netherlands with respect to the Bonds which exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is entitled to a share in the profits of an enterprise which is effectively managed in The Netherlands (other than by way of securities) and to which enterprise the Bonds are attributable.

Income derived from the Bonds as specified under (1) and (2) is subject to individual income tax at progressive rates up to a maximum rate of 51.75%. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under “Residents of The Netherlands”). The fair market value of the share in the profits of the enterprise (which includes the Bonds) will be part of the individual's Dutch yield basis.

6.1.3. *Gift and Inheritance Tax*

Residents of The Netherlands

Netherlands gift or inheritance taxes will not be levied on the occasion of the transfer of a Bond by way of gift by, or on the death of, a Bondholder, unless:

- (i) the Bondholder is, or is deemed to be, resident in The Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift 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 the purpose of the relevant provisions.

6.1.4. *Value Added Tax*

In general, no value added tax will arise in respect of payments in consideration for the issue of the Bonds or in respect of a cash payment made under the Bonds, or in respect of a transfer of Bonds.

6.1.5. *Other Taxes and Duties*

No registration tax, customs duty, transfer tax, stamp duty or any other similar documentary tax or duty will be payable in The Netherlands by a Bondholder in respect of or in connection with the subscription, Issue, placement, allotment, delivery or transfer of the Bonds.

6.2. Belgium

6.2.1. *Belgian resident individuals*

Individuals who are Belgian residents for tax purposes, i.e. individuals subject to the Belgian individual income tax (*personenbelasting*) and who hold the Bonds as a private investment are subject to the following tax treatment in Belgium with respect to the

Bonds. Other tax rules apply to Belgian resident individuals holding the Bonds not as a private investment but in the framework of their professional activity or when the transactions with respect to the Bonds fall outside the scope of the normal management of their own private estate or have a speculative character.

Payments of interest on the Bonds made through a paying agent or other financial intermediary in Belgium will in principle be subject to a 30% withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes in principle the final income tax for Belgian resident individuals, who do not have to report the interest income in their personal income tax return provided the withholding tax is effectively levied.

If the interest is paid outside of Belgium without the intervention of a paying agent or other financial intermediary in Belgium or if otherwise no withholding tax is levied, the interest received on the Bonds must be declared in the personal income tax return of the Bondholder and will in principle be taxed at a flat rate of 30%.

Capital gains realised upon the sale of the Bonds are in principle tax exempt, unless the capital gains are realised outside the scope of the normal management of one's private estate or are speculative in nature or unless and to the extent the capital gains qualify as interest. Capital losses are in principle not tax deductible.

6.2.2. *Belgian resident companies*

Companies that are Belgian residents for tax purposes, i.e., companies subject to Belgian corporate income tax (*vennootschapsbelasting*), are subject to the following tax treatment in Belgium with respect to Bonds.

Interest derived by Belgian corporate investors on the Bonds and capital gains realised on the Bonds will be subject to Belgian corporate income tax at the ordinary rate of 25%. Small and medium-sized companies are taxable – subject to conditions – at a reduced corporate tax rate of 20% for the first EUR 100,000 of taxable profits. Capital losses on the Bonds are in principle tax deductible.

Payments of interest on the Bonds made through a paying agent or other financial intermediary in Belgium will in principle be subject to a 30% withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). However, the interest can under certain circumstances be exempt from withholding tax, provided a special certificate is delivered. The Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions. Any non-Belgian withholding tax could form the object of a Belgian foreign tax credit.

7. Definitions

AFM	the Dutch Authority for the Financial Markets (<i>Autoriteit Financiële Markten</i>)
Base Prospectus	the Registration Document together with this Securities Note
Bond	a bond issued by the Issuer pursuant to the Programme
Bondholders	a natural person or legal entity registered in the Register as the owner of at least one Bond
Call Date	date on which the early redemption of the Bonds is effectuated
Conditions	the terms and conditions as described in chapter 4
Euros or EUR	the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the functioning of the European Community, as amended from time to time
Events of Default	the events as described in Condition 9 of chapter 4
Extension	an offer in which old Bonds are replaced with new Bonds
Fastned	the Issuer and its subsidiaries
Final Terms	the final terms in respect of each Series of Bonds. The form of Final Terms is set out in stated in chapter 5 and will be published this specific issue page of the Website
Foundation	Fastned Administratie Stichting
Interest Payment Date	date on which the interest is paid by Fastned
Interest Period	the period from (and including) an Interest Payment Date (or the Issue Date) to (but excluding) the next (or first) Interest Payment Date
Issuance Fee	fees associated with the Issue of Bonds
Issue	the issue of Bonds under the Programme offered pursuant to this Base Prospectus
Issue Date	the date on which a Series of Bonds is issued as specified in the applicable Final Terms, subject to any amendment
Issue Price	the issue price for the Bonds as described in Condition 1
Issue Specific Summary	the summary relating to a specific Issue
Issuer	Fastned B.V.
Management Board	the management board of the Issuer
Maturity Date	the maturity date of a Series of Bonds as specified in the applicable Final Terms, subject to any amendment in accordance with Condition 13.6

Member State	a member state of the European Economic Area
My Fastned Bonds Platform	the platform on which Bondholders can subscribe to open Issues by following the steps offered in the platform
Offering	the offer of Bonds under the Programme offered pursuant to this Base Prospectus
Principal Amount	the nominal amount of each Bond, being EUR 1,000.- per Bond
Programme	the bond issuance programme
Prospectus Regulation	Regulation (EU) 2017/1129, as amended
Register	the register maintained by Issuer, containing the information as described in Condition 2
Registration Document	the registration document dated 3 January 2024
Securities Note	this securities note dated 3 January 2024
Series of Bonds	a series of Bonds issued under the same Final Terms. A Series of Bonds is also called “Series” or “Tranche”
Subscription Period	the period of time in which Bonds can be purchased as specified in the applicable Final Terms, subject to any amendment, in accordance with Condition 13
Tranche	a series of Bonds issued under the same Final Terms. A Tranche is also called a “Series” or “Series of Bonds”
Website	the Dutch website is https://fastnedcharging.com/nl and for English https://fastnedcharging.com/en

ISSUER

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