SECURITIES AND EXCHANGE COMMISSION

FORM S-3

Registration statement for specified transactions by certain issuers

Filing Date: **2022-07-01**
SEC Accession No. 0001193125-22-187179

(HTML Version on secdatabase.com)

FILER

ATAI Life Sciences N.V.
CIK:**1840904**| IRS No.: **000000000** | State of Incorp.:**P7** | Fiscal Year End: **1231**
Type: **S-3** | Act: **33** | File No.: **333-265970** | Film No.: **221061333**
SIC: **2834** Pharmaceutical preparations

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As filed with the Securities and Exchange Commission on July 1, 2022

Registration No. 333-

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

Form S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ATAI LIFE SCIENCES N.V.

(Exact name of registrant as specified in its charter)

The Netherlands	**Not Applicable**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**

ATAI Life Sciences N.V. c/o Mindspace
Krausenstraße 9-10
Berlin, Germany
+49 89 2153 9035
(Address, including zip code, and telephone number, including area code, of registrant' s principal executive offices)

ATAI Life Sciences US Inc.
524 Broadway
New York, New York 10012
+1 929 207 2670
(Name, Address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Nathan Ajiashvili **Jennifer Gascoyne** **Latham & Watkins LLP** **1271 Avenue of the Americas** **New York, New York 10020** **+1 212 906 1200**	**Thomas Schubert** **Bram Bloemers** **Jan-Mathijs Hermans** **Dentons Europe LLP** **Gustav Mahlerplein 2** **Amsterdam 1082 MA** **The Netherlands** **+31 20 795 3953**

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☒

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

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

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective on filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

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

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

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The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, dated July 1, 2022.

PROSPECTUS

ATAI Life Sciences N.V.

$300,000,000

Common Shares

Debt Securities

Warrants

Units

We may offer and sell up to $300,000,000 in the aggregate of the securities identified above, in each case from time to time in one or more offerings. This prospectus provides you with a general description of the securities.

Each time we offer and sell securities, we will provide a supplement to this prospectus that contains specific information about the offering and the amounts, prices and terms of the securities. The supplement may also add, update or change information contained in this prospectus with respect to that offering. You should carefully read this prospectus and the applicable prospectus supplement before you invest in any of our securities.

We may offer and sell the securities described in this prospectus and any prospectus supplement to or through one or more underwriters, dealers and agents, or directly to purchasers, or through a combination of these methods. If any underwriters, dealers or agents are involved in the sale of any of the securities, their names and any applicable purchase price, fee, commission or discount arrangement between or among them will be set forth, or will be calculable from the information set forth, in the applicable prospectus supplement. See the sections of this prospectus entitled "About this Prospectus" and "Plan of Distribution" for more information. No securities may be sold without delivery of this prospectus and the applicable prospectus supplement describing the method and terms of the offering of such securities.

Investing in our securities involves risks. See the "*Risk Factors*" on page 6 of this prospectus and any similar section contained in the applicable prospectus supplement concerning factors you should consider before investing in our securities.

Our common shares are listed on the Nasdaq Global Market under the symbol "ATAI." On June 30, 2022, the last reported sale price of our common shares on the Nasdaq Global Market was $3.64 per share.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is .

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the U.S. Securities and Exchange Commission, or the SEC, using a "shelf" registration process. By using a shelf registration statement, we may sell securities from time to time and in one or more offerings up to a total dollar amount of $300,000,000 as described in this prospectus. When we offer and sell securities, we will provide a prospectus supplement to this prospectus that contains specific information about the securities being offered and sold and the specific terms of that offering. We may also authorize one or more free writing prospectuses to be provided to you that may contain material information relating to these offerings. The prospectus supplement or free writing prospectus may also add, update or change information contained in this prospectus with respect to that offering. If there is any inconsistency between the information in this prospectus and the applicable prospectus supplement or free writing prospectus, you should rely on the prospectus supplement or free writing prospectus, as applicable. Before purchasing any securities, you should carefully read both this prospectus and the applicable prospectus supplement (and any applicable free writing prospectuses), together with the additional information described under the heading "Where You Can Find More Information; Incorporation by Reference."

We have not authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus, any applicable prospectus supplement or any free writing prospectuses prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We will not make an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus and the applicable prospectus supplement to this prospectus is accurate only as of the date on its respective cover, that the information appearing in any applicable free writing prospectus is accurate only as of the date of that free writing prospectus, and that any information incorporated by reference is accurate only as of the date of the document incorporated by reference, unless we indicate otherwise. Our business, financial condition, results of operations and prospects may have changed since those dates. This prospectus incorporates by reference, and any prospectus supplement or free writing prospectus may contain and incorporate by reference, market data and industry statistics and forecasts that are based on independent industry publications and other publicly available information. Although we believe these sources are reliable, we do not guarantee the accuracy or completeness of this information and we have not independently verified this information. In addition, the market and industry data and forecasts that may be included or incorporated by reference in this prospectus, any prospectus supplement or any applicable free writing prospectus may involve estimates, assumptions and other risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors" contained in this prospectus, the applicable prospectus supplement and any applicable free writing prospectus, and under similar headings in other documents that are incorporated by reference into this prospectus. Accordingly, investors should not place undue reliance on this information.

Unless the context otherwise requires, all references in this prospectus to "atai," "we," "our," "us" or the "Company," refer to ATAI Life Sciences N.V. and its consolidated subsidiaries. When we refer to "you," we mean the potential holders of the applicable series of securities.

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TRADEMARKS

We have proprietary rights to trademarks used in this prospectus that are important to our business, many of which are registered under applicable intellectual property laws. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the "®" or "™" symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent possible under applicable law, our rights or the rights of the applicable licensor to these trademarks and trade names. We do not intend our use or display of other companies' trademarks, trade names or service marks to imply a relationship with, or endorsement or sponsorship of us by, any other companies. Each trademark, trade name or service mark of any other company appearing in this prospectus is the property of its respective holder.

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WHERE YOU CAN FIND MORE INFORMATION; INCORPORATION BY REFERENCE

Available Information

We file reports, proxy statements and other information with the SEC. The SEC maintains a website that contains reports, proxy and information statements and other information about issuers, such as us, who file electronically with the SEC. The address of that website is *http://www.sec.gov*.

Our website address is *www.atai.life*. The information contained on, or that can be accessed from, our website is not, and should not be deemed to be, a part of this prospectus.

This prospectus and any prospectus supplement are part of a registration statement that we filed with the SEC and do not contain all of the information in the registration statement. The full registration statement may be obtained from the SEC or us, as provided below. Forms of the indenture and other documents establishing the terms of the offered securities are or may be filed as exhibits to the registration statement or documents incorporated by reference in the registration statement. Statements in this prospectus or any prospectus supplement about these documents are summaries and each statement is qualified in all respects by reference to the document to which it refers. You should refer to the actual documents for a more complete description of the relevant matters. You may inspect a copy of the registration statement through the SEC' s website, as provided above.

Incorporation by Reference

The SEC' s rules allow us to "incorporate by reference" information into this prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, and subsequent information that we file with the SEC will automatically update and supersede that information. Any statement contained in this prospectus or a previously filed document incorporated by reference will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or a subsequently filed document incorporated by reference modifies or replaces that statement.

This prospectus and any accompanying prospectus supplement incorporate by reference the documents set forth below that have previously been filed with the SEC, but excluding any information furnished to, rather than filed with, the SEC:

Our Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on March 30, 2022.

The information specifically incorporated by reference into our Annual Report on Form 10-K from our Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 29, 2022.

Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, filed with the SEC on May 16, 2022.

Our Current Reports on Form 8-K filed with the SEC on May 27, 2022 and June 17, 2022.

The description of our Share Capital contained in our Registration Statement on Form 8-A, filed with the SEC on June 14, 2021 and any amendment or report filed with the SEC for the purpose of updating the description.

All reports and other documents we subsequently file pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended, which we refer to as the "Exchange Act" in this prospectus, prior to the termination of this offering, including all such documents we may file with the SEC after the date of the initial filing of the registration statement of which this prospectus forms a part and prior to the effectiveness of such registration statement, but excluding any information furnished to, rather than filed with, the SEC, will also be incorporated by reference into this prospectus and deemed to be part of this prospectus from the date of the filing of such reports and documents.

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You may request a free copy of any of the documents incorporated by reference in this prospectus by writing or telephoning us at the following address:

Attn: Secretary
c/o ATAI Life Sciences N.V.
Krausenstraße 9-10
10117 Berlin, Germany
+49 89 2153 9035

Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference in this prospectus or any accompanying prospectus supplement.

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THE COMPANY

Overview

We are a clinical-stage biopharmaceutical company aiming to transform the treatment of mental health disorders. We were founded in 2018 as a response to the significant unmet need and lack of innovation in the mental health treatment landscape, as well as the emergence of therapies that previously may have been overlooked or underused, including psychedelic compounds and digital therapeutics.

Corporate Information

The statutory seat of ATAI Life Sciences N.V. is in Amsterdam, the Netherlands. Our office address and our principal executive office is located at Krausenstraße 9-10, 10117 Berlin, Germany, and our telephone number is +49 89 2153 9035. Our website address is *www.atai.life*. The information contained on, or that can be accessed from, our website does not form part of this document. References to our website address do not constitute incorporation by reference of the information contained on the website, and the information contained on the website is not part of this document or any other document that we file with or furnish to the SEC.

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RISK FACTORS

Investing in any securities offered pursuant to this prospectus and the applicable prospectus supplement involves risks. You should carefully consider the risks, uncertainties and other factors described in our most recent Annual Report on Form 10-K, as supplemented and updated by subsequent Quarterly Reports on Form 10-Q or Current Reports on Form 8-K, that we have filed or will file with the SEC, and all other information contained in or incorporated by reference into this prospectus, as updated by our subsequent filings under the Exchange Act, and the risk factors and other information contained in or incorporated by reference into the applicable prospectus supplement and any applicable free writing prospectus before investing in any of our securities. The occurrence of any of these risks might cause you to lose all or part of your investment in the offered securities. Our business, financial condition, results of operations, cash flows or prospects could be materially and adversely affected by any of these risks. The risks and uncertainties described in the documents incorporated by reference herein are not the only risks and uncertainties that you may face.

For more information about our SEC filings, please see "Where You Can Find More Information; Incorporation by Reference."

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USE OF PROCEEDS

We intend to use the net proceeds from the sale of the securities as set forth in the applicable prospectus supplement.

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DESCRIPTION OF SHARE CAPITAL AND ARTICLES OF ASSOCIATION

The following description of our share capital, certain material provisions of our articles of association and relevant portions of Dutch law is not complete and may not contain all the information you should consider before investing in our share capital. This description is summarized from, and qualified in its entirety by reference to, our articles of association, which have been publicly filed with the SEC. See "Where You Can Find More Information; Incorporation by Reference."

General

We are a Dutch public company (*naamloze vennootschap*). Our affairs are governed by the provisions of our articles of association and internal rules, regulations and policies, as amended and restated from time to time, and by the provisions of applicable Dutch law. As provided in our articles of association, subject to Dutch law, we have full capacity to carry on or undertake any business or activity, do any act or enter into any transaction consistent with the objects specified in our articles of association, and, for such purposes, full rights, powers and privileges.

Share Capital

As of March 31, 2022, our authorized share capital amounted to 75,000,000, consisting of 750,000,000 shares, each with a nominal value of 0.10.

Common Shares

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

each holder of common shares is entitled to one vote per share on all matters to be voted on by shareholders generally, including the appointment of managing directors and supervisory directors;

there are no cumulative voting rights;

the holders of our common shares are entitled to dividends and other distributions as may be declared from time to time by us out of funds legally available for that purpose, if any;

upon our liquidation, dissolution or winding-up, the holders of common shares will be entitled to share ratably in the distribution of all of our assets remaining available for distribution after satisfaction of all our liabilities;

the holders of common shares have preemptive rights in case of share issuances or the grant of rights to subscribe for shares, except if such rights are limited or excluded by the corporate body authorized to do so and except in such cases as provided by Dutch law and our articles of association; and

the Company may not make calls on shareholders in excess of the aggregate nominal value of the shares a shareholder has subscribed for.

Articles of Association

Set forth below is a summary of relevant information concerning our share capital and material provisions of our articles of association and applicable Dutch law. This summary does not constitute legal advice regarding those matters and should not be regarded as such.

Amendment of Articles of Association

The articles of association can only be amended by a general meeting of the shareholders proposed by the management board, with the approval of the supervisory board. A resolution of the general meeting of shareholders to amend the articles of association requires a majority of at least two thirds of the votes cast whereas that majority must represent more than half of the issued capital.

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Shareholders' Register

Pursuant to Dutch law and our articles of association, we must keep our shareholders' register accurate and current. The management board keeps our shareholders' register and records names and addresses of all holders of shares, showing the date on which the shares were acquired, the date of the acknowledgement by or notification of us as well as the amount paid on each share. The register also includes the names and addresses of those with a right of use and enjoyment (*vruchtgebruik*) on shares belonging to another or a pledge (*pandrecht*) in respect of such shares. Part of the shareholders register may be kept outside the Netherlands to comply with applicable local law or pursuant to stock exchange rules. Our common shares shall be in registered form (*op naam*).

Corporate Objectives

Pursuant to our articles of association, our main corporate objectives are:

to build biotech companies globally by leveraging a decentralized, technology- and data-driven platform model to serve millions of people suffering with mental health disorders;

to acquire and efficiently develop innovative treatments that address significant unmet medical needs and lead to paradigm shifts in the mental health space;

to, either alone or jointly with others, acquire and dispose of affiliations or other interests in legal entities, companies and enterprises, and to collaborate with and to manage such legal entities, companies or enterprises;

to acquire, manage, turn to account, encumber and dispose of any property−including intellectual property rights−and to invest capital;

to supply or procure the supply of money loans, particularly−but not exclusively−to our subsidiaries, group companies and/or affiliates, as well as to draw or to procure the drawing of money loans;

to enter into agreements whereby we commit ourselves as guarantor or severally liable co-debtor, or grant security or declare ourselves jointly or severally liable with or for others, particularly−but not exclusively−to the benefit of companies as referred to above;

for purposes not related to the conduct of its business to make periodic payments for or towards pension funds or other objectives; and

to do all such things as are incidental or may be conducive to the above objects or any of them.

Limitations on the Rights to Own Securities

Our common shares may be issued to individuals, corporations, trusts, estates of deceased individuals, partnerships and unincorporated associations of persons. Our articles of association contain no limitation on the rights to own our shares and no limitation on the rights of nonresidents of the Netherlands or foreign shareholders to hold or exercise voting rights.

Limitation on Liability and Indemnification Matters

Under Dutch law, managing directors, supervisory directors and certain other officers may be held liable for damages in the event of improper or negligent performance of their duties. They may be held jointly and severally liable for damages to the company and to third parties for infringement of the articles of association or of certain provisions of Dutch law. In certain circumstances, they may also incur additional specific civil and criminal liabilities. Subject to certain exceptions, our articles of association provide for indemnification of our current and former managing directors and supervisory directors (and other current and former officers and employees as designated by our management board). No indemnification shall be given under our articles of association to an indemnified person:

if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such indemnified person that led to the financial

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losses, damages, expenses, suit, claim, action or legal proceedings as described above are of an unlawful nature (including acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such indemnified person);

to the extent that his or her financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);

in relation to proceedings brought by such indemnified person against the company, except for proceedings brought to enforce indemnification to which he is entitled pursuant to our articles of association, pursuant to an agreement between such indemnified person and the company which has been approved by the management board or pursuant to insurance taken out by the company for the benefit of such indemnified person; and

for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without the company' s prior consent.

Under our articles of association, our management board may stipulate additional terms, conditions and restrictions in relation to the indemnification described above.

Shareholders' Meetings

General meetings of shareholders may be held in Amsterdam, or in Rotterdam, the Hague, at Schiphol Airport in the municipality of Haarlemmermeer, all in the Netherlands. The annual general meeting of shareholders must be held within six months of the end of each financial year save to the extent Dutch law provides otherwise (e.g., according to Dutch COVID legislation). Additional extraordinary general meetings of shareholders may also be held, whenever considered appropriate by the management board or the supervisory board and shall be held within three months after our management board has considered it to be likely that our equity has decreased to an amount equal to or lower than half of its paid up and called up share capital, in order to discuss the measures to be taken if so required.

Pursuant to Dutch law, one or more shareholders or others with meeting rights under Dutch law who jointly represent at least one-tenth of the issued share capital may request us to convene a general meeting, setting out in detail the matters to be discussed. If we have not taken the steps necessary to ensure that such meeting can be held within six weeks after the request, the requesting party/parties may, on their application, be authorized by the competent Dutch court in preliminary relief proceedings to convene a general meeting of shareholders. The court shall disallow the application if it does not appear that the applicants have previously requested our management board and our supervisory board to convene a general meeting and neither our management board nor our supervisory board has taken the necessary steps so that the general meeting could be held within six weeks after the request.

General meetings of shareholders must be convened by a notice published in a Dutch daily newspaper with national distribution or by a notice in an electronic communication system, which each shall include an agenda, the time and place of the meeting, the record date (if any), the procedure for participating in the general meeting by proxy, as well as other information as required by Dutch law. The notice must be given at least 15 calendar days prior to the day of the meeting. The agenda for the annual general meeting of shareholders shall include, among other things, the adoption of the annual accounts, appropriation of our profits and proposals relating to the composition of the management board and supervisory board, including the filling of any vacancies. In addition, the agenda shall include such items as have been included therein by the management board or the supervisory board. The agenda shall also include such items requested by one or more shareholders, or others with meeting rights under Dutch law, representing at least 3% of the issued share capital. Requests must be made in writing or by electronic means and received by us at least 60 days before the day of the meeting. No resolutions shall be adopted on items other than those that have been included in the agenda.

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In accordance with the Dutch Corporate Governance Code ("DCGC") and our articles of association, shareholders having the right to put an item on the agenda under the rules described above shall exercise such right only after consulting the management board in that respect. If one or more shareholders intend to request that an item be put on the agenda that may result in a change in the company' s strategy (for example, the removal of managing directors or supervisory directors), the management board must be given the opportunity to invoke a reasonable period to respond to such intention. Such period shall not exceed 180 days (or such other period as may be stipulated for such purpose by Dutch law and/or the DCGC from time to time). If invoked, the management board must use such response period for further deliberation and constructive consultation, in any event with the shareholders(s) concerned, and shall explore the alternatives. At the end of the response time, the management board shall report on this consultation and the exploration of alternatives to the general meeting of shareholders. This shall be supervised by our supervisory board. The response period may be invoked only once for any given general meeting of shareholders and shall not apply: (a) in respect of a matter for which a response period has been previously invoked or (b) if a shareholder holds at least 75% of the Company' s issued share capital as a consequence of a successful public bid. The response period may also be invoked in response to shareholders or others with meeting rights under Dutch law requesting that a general meeting of shareholders be convened, as described above.

Moreover, our management board, with the approval of our supervisory board, can invoke a cooling-off period of up to 250 days when shareholders, using their right to have items added to the agenda for a general meeting or their right to request a general meeting, propose an agenda item for our general meeting to dismiss, suspend or appoint one or more managing directors or supervisory directors (or to amend any provision in our articles of association dealing with those matters) or when a public offer for our company is made or announced without our support, provided, in each case, that our management board believes that such proposal or offer materially conflicts with the interests of our company and its business. During a cooling-off period, our general meeting cannot dismiss, suspend or appoint managing directors and supervisory directors (or amend the provisions in our articles of association dealing with those matters) except at the proposal of our management board. During a cooling-off period, our management board must gather all relevant information necessary for a careful decision-making process and at least consult with shareholders representing 3% or more of our issued share capital at the time the cooling-off period was invoked, as well as with our Dutch works council (if we or, under certain circumstances, any of our subsidiaries would have one). Formal statements expressed by these stakeholders during such consultations must be published on our website to the extent these stakeholders have approved that publication. Ultimately one week following the last day of the cooling-off period, our management board must publish a report in respect of its policy and conduct of affairs during the cooling-off period on our website. This report must remain available for inspection by shareholders and others with meeting rights under Dutch law at our office and must be tabled for discussion at the next general meeting. Shareholders representing at least 3% of our issued share capital may request the Enterprise Chamber of the Amsterdam Court of Appeal, or the Enterprise Chamber (*Ondernemingskamer*), for early termination of the cooling-off period. The Enterprise Chamber must rule in favor of the request if the shareholders can demonstrate that:

- our management board, in light of the circumstances at hand when the cooling-off period was invoked, could not reasonably have concluded that the relevant proposal or hostile offer constituted a material conflict with the interests of our company and its business;
- our management board cannot reasonably believe that a continuation of the cooling-off period would contribute to careful policy-making; or
- other defensive measures, having the same purpose, nature and scope as the cooling-off period, have been activated during the cooling-off period and have not since been terminated or suspended within a reasonable period at the relevant shareholders' request (i.e., no 'stacking' of defensive measures).

The general meeting is presided over by the chairperson of the supervisory board or by the CEO or by the person designated thereto by the supervisory board, whether or not from its midst. If the chairperson and the CEO are absent and the supervisory board has not designated another person as aforesaid, the general meeting

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itself shall appoint its chairperson. Managing directors and supervisory directors may always attend a general meeting of shareholders. In these meetings, they have an advisory vote. The chairperson of the meeting may decide at his or her discretion to admit other persons to the meeting.

All shareholders and others with meeting rights under Dutch law are authorized to attend the general meeting of shareholders, to address the meeting and, in so far as they have such right, to vote pro rata to his or her shareholding. Shareholders may exercise these rights, if they are the holders of shares on the record date, if any, as required by Dutch law, which is currently the 28th day before the day of the general meeting of shareholders. Under our articles of association, shareholders and others with meeting rights under Dutch law must notify us in writing or by electronic means of their identity and intention to attend the general meeting of shareholders. This notice must be received by us ultimately on the seventh day prior to the general meeting, unless indicated otherwise when such meeting is convened.

Each common share confers the right on the holder to cast one vote at the general meeting of shareholders. Shareholders may vote by proxy. No votes may be cast at a general meeting of shareholders on shares held by us or our subsidiaries or on shares for which we or our subsidiaries hold depositary receipts. Nonetheless, the holders of a right of use and enjoyment (*vruchtgebruik*) and the holders of a right of pledge (*pandrecht*) in respect of shares held by us or our subsidiaries in our share capital are not excluded from the right to vote on such shares, if the right of use and enjoyment (*vruchtgebruik*) or the right of pledge (*pandrecht*) was granted prior to the time such shares were acquired by us or any of our subsidiaries. Neither we nor any of our subsidiaries may cast votes in respect of a share on which we or such subsidiary holds a right of use and enjoyment (*vruchtgebruik*) or a right of pledge (*pandrecht*). Shares which are not entitled to voting rights pursuant to the preceding sentences will not be taken into account for the purpose of determining the number of shareholders that vote and that are present or represented, or the amount of the share capital that is provided or that is represented at a general meeting of shareholders.

Decisions of the general meeting of shareholders are taken by an absolute majority of votes cast, except where Dutch law or our articles of association provide for a qualified majority or unanimity.

Managing Directors and Supervisory Directors

Appointment of Managing Directors and Supervisory Directors

Under our articles of association, the managing directors and supervisory directors are appointed by the general meeting of shareholders upon binding nomination by our supervisory board. Our articles of association provide that only managing directors that are resident in Germany may be appointed as CEO and that at least half of the managing directors should be German resident.

However, the general meeting of shareholders may at all times overrule the binding nomination by the supervisory board by a resolution adopted by at least a two-thirds majority of the votes cast, provided such majority represents more than half of the issued share capital. If the general meeting of shareholders overrules the binding nomination by the supervisory board, the supervisory board shall make a new nomination. If the nomination is comprised of one candidate for a vacancy, a resolution concerning the nomination shall result in the appointment of the candidate, unless the nomination is overruled.

Our supervisory board has adopted a diversity policy for the composition of our management board and our supervisory board, as well as a profile for the composition of the supervisory board. The supervisory board shall make any nomination for the appointment of a managing director or supervisory director with due regard to the rules and principles set forth in such diversity policy and profile, as applicable.

At a general meeting of shareholders, a resolution to appoint a managing director or supervisory director can only be passed in respect of candidates whose names are stated for that purpose in the agenda of that general meeting of shareholders or in the explanatory notes thereto.

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Under Dutch law, when nominating a person for appointment or reappointment as a supervisory director, the nomination must be supported by reasons (if it concerns a reappointment, past performance must be taken into consideration) and the following information about such person must be provided: (i) age and profession; (ii) the aggregate nominal value of the shares held in the company' s capital; (iii) present and past positions, to the extent relevant for the performance of the tasks of a supervisory director and (iv) the name of each entity where such person already holds a position as supervisory director or non-executive director (in case of multiple entities within the same group, the name of the group shall suffice).

Duties and Liabilities of Managing Directors and Supervisory Directors

Under Dutch law, the management board is charged with the management of the company, subject to the restrictions contained in our articles of association, and the supervisory board is charged with the supervision of the policy of the management board and the general course of affairs of the Company and of the business connected with it. Each managing director and supervisory director has a statutory duty to act in the corporate interest of the company and its business. Under Dutch law, the corporate interest extends to the interests of all corporate stakeholders, such as shareholders, creditors, employees, customers and suppliers. The duty to act in the corporate interest of the company also applies in the event of a proposed sale or break-up of the company, provided that the circumstances generally dictate how such duty is to be applied and how the respective interests of various groups of stakeholders should be weighed. Any resolution of the management board regarding a material change in our identity or character requires approval of the general meeting of shareholders.

Our management board is entitled to represent the Company. The power to represent the Company also vests in the CEO individually, as well as in any other two managing directors acting jointly.

Dividends and Other Distributions

Dividends

We may only make distributions to our shareholders if our shareholders' equity (*eigen vermogen*) exceeds the sum of the paid-up and called-up share capital plus any reserves required by Dutch law or by our articles of association. Under our articles of association, the management board may decide that all or part of the profits shown in our adopted annual accounts are carried to reserves. After reservation by the management board of any profit, the remaining profit will be at the disposal of the general meeting of shareholders at the proposal of our board for distribution, subject to restrictions of Dutch law and approval by our supervisory board.

We only make a distribution of dividends to our shareholders after the adoption of our annual accounts demonstrating that such distribution is legally permitted. The management board is permitted, subject to certain requirements, to declare interim dividends without the approval of the general meeting of shareholders, but only with the approval of the supervisory board.

Dividends and other distributions shall be made payable not later than the date determined by the management board. Claims to dividends and other distributions not made within five years from the date that such dividends or distributions became payable, will lapse and any such amounts will be considered to have been forfeited to us (*verjaring*).

We have not adopted a dividend policy with respect to future dividends. Subject the restrictions described above, any dividend policy (if we were to adopt one) will depend on many factors, such as our results of operations, financial condition, cash requirements, prospects and other factors deemed relevant by our management board and supervisory board.

We do not anticipate paying any cash dividends for the foreseeable future.

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Exchange Controls

Under Dutch law, there are no exchange controls applicable to the transfer to persons outside of the Netherlands of dividends or other distributions with respect to, or of the proceeds from the sale of, shares of a Dutch company, subject to applicable restrictions under sanctions and measures, including those concerning export control, pursuant to EU regulations, the Sanctions Act 1977 (*Sanctiewet* 1977) or other legislation, applicable anti-boycott regulations, anti-money laundering regulations and similar rules.

Squeeze-Out Procedures

Pursuant to Section 2:92a of the Dutch Civil Code, a shareholder who holds at least 95% of our issued share capital for his own account, alone or together with group companies, may initiate proceedings against the other shareholders jointly for the transfer of their shares to such shareholder. The proceedings are held before the Enterprise Chamber of the Amsterdam Court of Appeal, or the Enterprise Chamber (*Ondernemingskamer*) and can be instituted by means of a writ of summons served upon each of the other shareholders in accordance with the provisions of the Dutch Code of Civil Procedure (*Wetboek van Burgerlijke Rechtsvordering*). The Enterprise Chamber may grant the claim for squeeze-out in relation to the other shareholders and will determine the price to be paid for the shares, if necessary, after appointment of one or three experts who will offer an opinion to the Enterprise Chamber on the value to be paid for the shares of the other shareholders. Once the order to transfer becomes final before the Enterprise Chamber, the person acquiring the shares shall give written notice of the date and place of payment and the price to the holders of the shares to be acquired whose addresses are known to him. Unless the addresses of all of them are known to the acquiring person, such person is required to publish the same in a daily newspaper with a national circulation.

Dissolution and Liquidation

Under our articles of association, we may be dissolved by a resolution of the general meeting of shareholders, subject to a proposal of the management board approved by our supervisory board. In the event of a dissolution, the liquidation shall be effected by the management board, under supervision of our supervisory board, unless the general meeting decides otherwise. During liquidation, the provisions of our articles of association will remain in force as far as possible. To the extent that any assets remain after payment of all debts, those assets shall be distributed to the holders of common shares.

Dutch Corporate Governance Code

As a listed Dutch public company (*naamloze vennootschap*), we are subject to the DCGC. The DCGC contains both principles and best practice provisions that regulate relations between the management board, the supervisory board and the general meeting of shareholders and matters in respect of financial reporting, auditors, disclosure, compliance and enforcement standards. The DCGC is based on a "comply or explain" principle. Accordingly, companies are required to disclose in their statutory annual reports, filed in the Netherlands, whether they comply with the provisions of the DCGC. If they do not comply with these provisions (for example, because of a conflicting Nasdaq requirement), the company is required to give the reasons for such non-compliance.

We do not comply with all principles and best practice provisions of the DCGC, including in order to follow market practice or governance practices in the United States.

Listing

Our common shares are listed on The Nasdaq Global Market under the symbol "ATAI".

Transfer Agent and Registrar

The transfer agent and registrar for our common shares is Computershare Trust Company, N.A.

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DESCRIPTION OF DEBT SECURITIES

The following description, together with the additional information we include in any applicable prospectus supplement or free writing prospectus, summarizes certain general terms and provisions of the debt securities that we may offer under this prospectus. When we offer to sell a particular series of debt securities, we will describe the specific terms of the series in a supplement to this prospectus. We will also indicate in the supplement to what extent the general terms and provisions described in this prospectus apply to a particular series of debt securities.

We may issue debt securities either separately, or together with, or upon the conversion or exercise of or in exchange for, other securities described in this prospectus. Debt securities may be our senior, senior subordinated or subordinated obligations and, unless otherwise specified in a supplement to this prospectus, the debt securities will be our direct, unsecured obligations and may be issued in one or more series.

The debt securities will be issued under an indenture between us and a trustee. We have summarized select portions of the indenture below. The summary is not complete. The form of the indenture has been filed as an exhibit to the registration statement and you should read the indenture for provisions that may be important to you. In the summary below, we have included references to the section numbers of the indenture so that you can easily locate these provisions. Capitalized terms used in the summary and not defined herein have the meanings specified in the indenture.

As used in this section only, “atai” “we,” “our” or “us” refer to ATAI Life Sciences N.V. excluding our subsidiaries, unless expressly stated or the context otherwise requires.

General

The terms of each series of debt securities will be established by or pursuant to resolutions of our supervisory board and our management board and set forth or determined in the manner provided in resolutions of our supervisory board and our management board, in an officer’ s certificate or by a supplemental indenture. (Section 2.2) The particular terms of each series of debt securities will be described in a prospectus supplement relating to such series (including any pricing supplement or term sheet).

We can issue an unlimited amount of debt securities under the indenture that may be in one or more series with the same or various maturities, at par, at a premium, or at a discount. (Section 2.1) We will set forth in a prospectus supplement (including any pricing supplement or term sheet) relating to any series of debt securities being offered, the aggregate principal amount and the following terms of the debt securities, if applicable:

- the title and ranking of the debt securities (including the terms of any subordination provisions);
- the price or prices (expressed as a percentage of the principal amount) at which we will sell the debt securities;
- any limit on the aggregate principal amount of the debt securities;
- the date or dates on which the principal of the securities of the series is payable;
- the rate or rates (which may be fixed or variable) per annum or the method used to determine the rate or rates (including any commodity, commodity index, stock exchange index or financial index) at which the debt securities will bear interest, the date or dates from which interest will accrue, the date or dates on which interest will commence and be payable and any regular record date for the interest payable on any interest payment date;
- the place or places where principal of, and interest, if any, on the debt securities will be payable (and the method of such payment), where the securities of such series may be surrendered for registration of transfer or exchange, and where notices and demands to us in respect of the debt securities may be delivered;

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the period or periods within which, the price or prices at which and the terms and conditions upon which we may redeem the debt securities;

any obligation we have to redeem or purchase the debt securities pursuant to any sinking fund or analogous provisions or at the option of a holder of debt securities and the period or periods within which, the price or prices at which and in the terms and conditions upon which securities of the series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

the dates on which and the price or prices at which we will repurchase debt securities at the option of the holders of debt securities and other detailed terms and provisions of these repurchase obligations;

the denominations in which the debt securities will be issued, if other than denominations of $1,000 and any integral multiple thereof;

whether the debt securities will be issued in the form of certificated debt securities or global debt securities;

the portion of principal amount of the debt securities payable upon declaration of acceleration of the maturity date, if other than the principal amount;

the currency of denomination of the debt securities, which may be United States Dollars or any foreign currency, and if such currency of denomination is a composite currency, the agency or organization, if any, responsible for overseeing such composite currency;

the designation of the currency, currencies or currency units in which payment of principal of, premium and interest on the debt securities will be made;

if payments of principal of, premium or interest on the debt securities will be made in one or more currencies or currency units other than that or those in which the debt securities are denominated, the manner in which the exchange rate with respect to these payments will be determined;

the manner in which the amounts of payment of principal of, premium, if any, or interest on the debt securities will be determined, if these amounts may be determined by reference to an index based on a currency or currencies or by reference to a commodity, commodity index, stock exchange index or financial index;

any provisions relating to any security provided for the debt securities;

any addition to, deletion of or change in the Events of Default described in this prospectus or in the indenture with respect to the debt securities and any change in the acceleration provisions described in this prospectus or in the indenture with respect to the debt securities;

any addition to, deletion of or change in the covenants described in this prospectus or in the indenture with respect to the debt securities;

any depositaries, interest rate calculation agents, exchange rate calculation agents or other agents with respect to the debt securities;

the provisions, if any, relating to conversion or exchange of any debt securities of such series, including if applicable, the conversion or exchange price and period, provisions as to whether conversion or exchange will be mandatory, the events requiring an adjustment of the conversion or exchange price and provisions affecting conversion or exchange;

any other terms of the debt securities, which may supplement, modify or delete any provision of the indenture as it applies to that series, including any terms that may be required under applicable law or regulations or advisable in connection with the marketing of the securities; and

whether any of our direct or indirect subsidiaries will guarantee the debt securities of that series, including the terms of subordination, if any, of such guarantees. (Section 2.2)

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We may issue debt securities that provide for an amount less than their stated principal amount to be due and payable upon declaration of acceleration of their maturity pursuant to the terms of the indenture. We will provide you with information on the federal income tax considerations and other special considerations applicable to any of these debt securities in the applicable prospectus supplement.

If we denominate the purchase price of any of the debt securities in a foreign currency or currencies or a foreign currency unit or units, or if the principal of and any premium and interest on any series of debt securities is payable in a foreign currency or currencies or a foreign currency unit or units, we will provide you with information on the restrictions, elections, general tax considerations, specific terms and other information with respect to that issue of debt securities and such foreign currency or currencies or foreign currency unit or units in the applicable prospectus supplement.

Transfer and Exchange

Each debt security will be represented by either one or more global securities registered in the name of The Depository Trust Company, or the Depositary, or a nominee of the Depositary (we will refer to any debt security represented by a global debt security as a "book-entry debt security"), or a certificate issued in definitive registered form (we will refer to any debt security represented by a certificated security as a "certificated debt security") as set forth in the applicable prospectus supplement. Except as set forth under the heading "Global Debt Securities and Book-Entry System" below, book-entry debt securities will not be issuable in certificated form.

Certificated Debt Securities. You may transfer or exchange certificated debt securities at any office we maintain for this purpose in accordance with the terms of the indenture. (Section 2.4) No service charge will be made for any transfer or exchange of certificated debt securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with a transfer or exchange. (Section 2.7)

You may effect the transfer of certificated debt securities and the right to receive the principal of, premium and interest on certificated debt securities only by surrendering the certificate representing those certificated debt securities and either reissuance by us or the trustee of the certificate to the new holder or the issuance by us or the trustee of a new certificate to the new holder.

Global Debt Securities and Book-Entry System. Each global debt security representing book-entry debt securities will be deposited with, or on behalf of, the Depositary, and registered in the name of the Depositary or a nominee of the Depositary. Please see "Global Securities."

Covenants

We will set forth in the applicable prospectus supplement any restrictive covenants applicable to any issue of debt securities. (Article IV).

No Protection in the Event of a Change of Control

Unless we state otherwise in the applicable prospectus supplement, the debt securities will not contain any provisions which may afford holders of the debt securities protection in the event we have a change in control or in the event of a highly leveraged transaction (whether or not such transaction results in a change in control) which could adversely affect holders of debt securities.

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Consolidation, Merger and Sale of Assets

We may not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of our properties and assets to any person (a "successor person") unless:

- we are the surviving entity or the successor person (if other than atai) is a corporation, partnership, trust or other entity organized and validly existing under the laws of the Netherlands and expressly assumes our obligations on the debt securities and under the indenture; and
- immediately after giving effect to the transaction, no Default or Event of Default shall have occurred and be continuing.

Notwithstanding the above, any of our subsidiaries may consolidate with, merge into or transfer all or part of its properties to us. (Section 5.1)

Events of Default

"Event of Default" means with respect to any series of debt securities, any of the following:

- default in the payment of any interest upon any debt security of that series when it becomes due and payable, and continuance of such default for a period of 30 days (unless the entire amount of the payment is deposited by us with the trustee or with a paying agent prior to the expiration of the 30-day period);
- default in the payment of principal of any security of that series at its maturity;
- default in the performance or breach of any other covenant or warranty by us in the indenture (other than a covenant or warranty that has been included in the indenture solely for the benefit of a series of debt securities other than that series), which default continues uncured for a period of 60 days after we receive written notice from the trustee or atai and the trustee receives written notice from the holders of not less than 25% in principal amount of the outstanding debt securities of that series as provided in the indenture;
- certain voluntary or involuntary events of bankruptcy, insolvency or reorganization of atai; or
- any other Event of Default provided with respect to debt securities of that series that is described in the applicable prospectus supplement. (Section 6.1)

No Event of Default with respect to a particular series of debt securities (except as to certain events of bankruptcy, insolvency or reorganization) necessarily constitutes an Event of Default with respect to any other series of debt securities. (Section 6.1) The occurrence of certain Events of Default or an acceleration under the indenture may constitute an event of default under certain indebtedness of ours or our subsidiaries outstanding from time to time.

We will provide the trustee written notice of any Default or Event of Default within 30 days of becoming aware of the occurrence of such Default or Event of Default, which notice will describe in reasonable detail the status of such Default or Event of Default and what action we are taking or propose to take in respect thereof. (Section 6.1)

If an Event of Default with respect to debt securities of any series at the time outstanding occurs and is continuing, then the trustee or the holders of not less than 25% in principal amount of the outstanding debt securities of that series may, by a notice in writing to us (and to the trustee if given by the holders), declare to be due and payable immediately the principal of (or, if the debt securities of that series are discount securities, that portion of the principal amount as may be specified in the terms of that series) and accrued and unpaid interest, if any, on all debt securities of that series. In the case of an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization, the principal (or such specified amount) of and accrued and unpaid

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interest, if any, on all outstanding debt securities will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder of outstanding debt securities. At any time after a declaration of acceleration with respect to debt securities of any series has been made, but before a judgment or decree for payment of the money due has been obtained by the trustee, the holders of a majority in principal amount of the outstanding debt securities of that series may rescind and annul the acceleration if all Events of Default, other than the non-payment of accelerated principal and interest, if any, with respect to debt securities of that series, have been cured or waived as provided in the indenture. (Section 6.2) We refer you to the prospectus supplement relating to any series of debt securities that are discount securities for the particular provisions relating to acceleration of a portion of the principal amount of such discount securities upon the occurrence of an Event of Default.

The indenture will provide that the trustee may refuse to perform any duty or exercise any of its rights or powers under the indenture unless the trustee receives indemnity satisfactory to it against any cost, liability or expense which might be incurred by it in performing such duty or exercising such right or power. (Section 7.1(e)) Subject to certain rights of the trustee, the holders of a majority in principal amount of the outstanding debt securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred on the trustee with respect to the debt securities of that series. (Section 6.12)

No holder of any debt security of any series will have any right to institute any proceeding, judicial or otherwise, with respect to the indenture or for the appointment of a receiver or trustee, or for any remedy under the indenture, unless:

- that holder has previously given to the trustee written notice of a continuing Event of Default with respect to debt securities of that series; and
- the holders of not less than 25% in principal amount of the outstanding debt securities of that series have made written request, and offered indemnity or security satisfactory to the trustee, to the trustee to institute the proceeding as trustee, and the trustee has not received from the holders of not less than a majority in principal amount of the outstanding debt securities of that series a direction inconsistent with that request and has failed to institute the proceeding within 60 days. (Section 6.7)

Notwithstanding any other provision in the indenture, the holder of any debt security will have an absolute and unconditional right to receive payment of the principal of, premium and any interest on that debt security on or after the due dates expressed in that debt security and to institute suit for the enforcement of payment. (Section 6.8)

The indenture will require us, within 120 days after the end of our fiscal year, to furnish to the trustee a statement as to compliance with the indenture. (Section 4.3) If a Default or Event of Default occurs and is continuing with respect to the securities of any series and if it is known to a responsible officer of the trustee, the trustee shall mail to each securityholder of the securities of that series notice of a Default or Event of Default within 90 days after it occurs or, if later, after a responsible officer of the trustee has knowledge of such Default or Event of Default. The indenture will provide that the trustee may withhold notice to the holders of debt securities of any series of any Default or Event of Default (except in payment on any debt securities of that series) with respect to debt securities of that series if the trustee determines in good faith that withholding notice is in the interest of the holders of those debt securities. (Section 7.5)

Modification and Waiver

We and the trustee may modify, amend or supplement the indenture or the debt securities of any series without the consent of any holder of any debt security:

- to cure any ambiguity, defect or inconsistency;

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to comply with covenants in the indenture described above under the heading "Consolidation, Merger and Sale of Assets";

to provide for uncertificated securities in addition to or in place of certificated securities;

to add guarantees with respect to debt securities of any series or secure debt securities of any series;

to surrender any of our rights or powers under the indenture;

to add covenants or events of default for the benefit of the holders of debt securities of any series;

to comply with the applicable procedures of the applicable depositary;

to make any change that does not adversely affect the rights of any holder of debt securities;

to provide for the issuance of and establish the form and terms and conditions of debt securities of any series as permitted by the indenture;

to effect the appointment of a successor trustee with respect to the debt securities of any series and to add to or change any of the provisions of the indenture to provide for or facilitate administration by more than one trustee; or

to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act. (Section 9.1)

We may also modify and amend the indenture with the consent of the holders of at least a majority in principal amount of the outstanding debt securities of each series affected by the modifications or amendments. We may not make any modification or amendment without the consent of the holders of each affected debt security then outstanding if that amendment will:

reduce the principal amount of debt securities whose holders must consent to an amendment, supplement or waiver;

reduce the rate of or extend the time for payment of interest (including default interest) on any debt security;

reduce the principal of or premium on or change the fixed maturity of any debt security or reduce the amount of, or postpone the date fixed for, the payment of any sinking fund or analogous obligation with respect to any series of debt securities;

reduce the principal amount of discount securities payable upon acceleration of maturity;

waive a default in the payment of the principal of, premium or interest on any debt security (except a rescission of acceleration of the debt securities of any series by the holders of at least a majority in aggregate principal amount of the then outstanding debt securities of that series and a waiver of the payment default that resulted from such acceleration);

make the principal of or premium or interest on any debt security payable in currency other than that stated in the debt security;

make any change to certain provisions of the indenture relating to, among other things, the right of holders of debt securities to receive payment of the principal of, premium and interest on those debt securities and to institute suit for the enforcement of any such payment and to waivers or amendments; or

waive a redemption payment with respect to any debt security, provided that such redemption is made at our option. (Section 9.3)

Except for certain specified provisions, the holders of at least a majority in principal amount of the outstanding debt securities of any series may on behalf of the holders of all debt securities of that series waive

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our compliance with provisions of the indenture. (Section 9.2) The holders of a majority in principal amount of the outstanding debt securities of any series may on behalf of the holders of all the debt securities of such series waive any past default under the indenture with respect to that series and its consequences, except a default in the payment of the principal of, premium or any interest on any debt security of that series; provided, however, that the holders of a majority in principal amount of the outstanding debt securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from the acceleration. (Section 6.13)

Defeasance of Debt Securities and Certain Covenants in Certain Circumstances

Legal Defeasance. The indenture will provide that, unless otherwise provided by the terms of the applicable series of debt securities, we may be discharged from any and all obligations in respect of the debt securities of any series (subject to certain exceptions). We will be so discharged upon the irrevocable deposit with the trustee, in trust, of money and/or U.S. government obligations or, in the case of debt securities denominated in a single currency other than U.S. Dollars, government obligations of the government that issued or caused to be issued such currency, that, through the payment of interest and principal in accordance with their terms, will provide money or U.S. government obligations in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants or investment bank to pay and discharge each installment of principal, premium and interest on and any mandatory sinking fund payments in respect of the debt securities of that series on the stated maturity of those payments in accordance with the terms of the indenture and those debt securities.

This discharge may occur only if, among other things, we have delivered to the trustee an opinion of counsel stating that we have received from, or there has been published by, the United States Internal Revenue Service a ruling or, since the date of execution of the indenture, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the holders of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of the deposit, defeasance and discharge and will be subject to United States federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit, defeasance and discharge had not occurred. (Section 8.3)

Defeasance of Certain Covenants. The indenture will provide that, unless otherwise provided by the terms of the applicable series of debt securities, upon compliance with certain conditions:

- we may omit to comply with the covenant described under the heading “Consolidation, Merger and Sale of Assets” and certain other covenants set forth in the indenture, as well as any additional covenants which may be set forth in the applicable prospectus supplement; and
- any omission to comply with those covenants will not constitute a Default or an Event of Default with respect to the debt securities of that series (“covenant defeasance”).

The conditions include:

- depositing with the trustee money and/or U.S. government obligations or, in the case of debt securities denominated in a single currency other than U.S. Dollars, government obligations of the government that issued or caused to be issued such currency, that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants or investment bank to pay and discharge each installment of principal of, premium and interest on and any mandatory sinking fund payments in respect of the debt securities of that series on the stated maturity of those payments in accordance with the terms of the indenture and those debt securities; and
- delivering to the trustee an opinion of counsel to the effect that the holders of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of the deposit and related covenant defeasance and will be subject to United States federal income tax

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on the same amounts and in the same manner and at the same times as would have been the case if the deposit and related covenant defeasance had not occurred. (Section 8.4)

No Personal Liability of Directors, Officers, Employees or Securityholders

None of our past, present or future directors, officers, employees or securityholders, as such, will have any liability for any of our obligations under the debt securities or the indenture or for any claim based on, or in respect or by reason of, such obligations or their creation. By accepting a debt security, each holder waives and releases all such liability. This waiver and release is part of the consideration for the issue of the debt securities. However, this waiver and release may not be effective to waive liabilities under U.S. federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

Governing Law

The indenture and the debt securities, including any claim or controversy arising out of or relating to the indenture or the securities, will be governed by the laws of the State of New York.

The indenture will provide that we, the trustee and the holders of the debt securities (by their acceptance of the debt securities) irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the indenture, the debt securities or the transactions contemplated thereby.

The indenture will provide that any legal suit, action or proceeding arising out of or based upon the indenture or the transactions contemplated thereby may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York in each case located in the City of New York, and we, the trustee and the holder of the debt securities (by their acceptance of the debt securities) irrevocably submit to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. The indenture will further provide that service of any process, summons, notice or document by mail (to the extent allowed under any applicable statute or rule of court) to such party' s address set forth in the indenture will be effective service of process for any suit, action or other proceeding brought in any such court. The indenture will further provide that we, the trustee and the holders of the debt securities (by their acceptance of the debt securities) irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the courts specified above and irrevocably and unconditionally waive and agree not to plead or claim any such suit, action or other proceeding has been brought in an inconvenient forum. (Section 10.10)

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DESCRIPTION OF WARRANTS

We may issue warrants for the purchase of our common shares or of debt securities. We may issue warrants independently or together with other securities, and the warrants may be attached to or separate from any offered securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and the investors or a warrant agent.

The following summary of material provisions of the warrants and warrant agreements are subject to, and qualified in their entirety by reference to, all the provisions of the warrant agreement and warrant certificate applicable to a particular series of warrants. The terms of any warrants offered under a prospectus supplement may differ from the terms described below. We urge you to read the applicable prospectus supplement and any related free writing prospectus, as well as the complete warrant agreements and warrant certificates that contain the terms of the warrants.

The particular terms of any issue of warrants will be described in the prospectus supplement relating to the issue. Those terms may include:

- the number of common shares purchasable upon the exercise of warrants to purchase such shares and the price at which such number of shares may be purchased upon such exercise;
- the principal amount of debt securities that may be purchased upon exercise of a debt warrant and the exercise price for the warrants, which may be payable in cash, securities or other property;
- the date, if any, on and after which the warrants and the related debt securities or common shares will be separately transferable;
- the terms of any rights to redeem or call the warrants;
- the date on which the right to exercise the warrants will commence and the date on which the right will expire;
- United States Federal income tax consequences applicable to the warrants; and
- any additional terms of the warrants, including terms, procedures, and limitations relating to the exchange, exercise and settlement of the warrants.

Holders of equity warrants will not be entitled:

- to vote, consent or receive dividends;
- receive notice as shareholders with respect to any meeting of shareholders for the election of our directors or any other matter; or
- exercise any rights as shareholders of atai.

Each warrant will entitle its holder to purchase the principal amount of debt securities or the number of common shares at the exercise price set forth in, or calculable as set forth in, the applicable prospectus supplement. Unless we otherwise specify in the applicable prospectus supplement, holders of the warrants may exercise the warrants at any time up to the specified time on the expiration date that we set forth in the applicable prospectus supplement. After the close of business on the expiration date, unexercised warrants will become void.

A holder of warrant certificates may exchange them for new warrant certificates of different denominations, present them for registration of transfer and exercise them at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement. Until any warrants to purchase debt securities are exercised, the holder of the warrants will not have any rights of holders of the debt securities that can be purchased upon exercise, including any rights to receive payments of principal, premium or interest on the

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underlying debt securities or to enforce covenants in the applicable indenture. Until any warrants to purchase common shares are exercised, the holders of the warrants will not have any rights of holders of the underlying common shares, including any rights to receive dividends or payments upon any liquidation, dissolution or winding up on the common shares, if any.

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DESCRIPTION OF UNITS

We may issue units consisting of any combination of the other types of securities offered under this prospectus in one or more series. We may evidence each series of units by unit certificates that we will issue under a separate agreement. We may enter into unit agreements with a unit agent. Each unit agent will be a bank or trust company that we select. We will indicate the name and address of the unit agent in the applicable prospectus supplement relating to a particular series of units.

The following description, together with the additional information included in any applicable prospectus supplement, summarizes the general features of the units that we may offer under this prospectus. You should read any prospectus supplement and any free writing prospectus that we may authorize to be provided to you related to the series of units being offered, as well as the complete unit agreements that contain the terms of the units. Specific unit agreements will contain additional important terms and provisions and we will file as an exhibit to the registration statement of which this prospectus is a part, or will incorporate by reference from another report that we file with the SEC, the form of each unit agreement relating to units offered under this prospectus.

If we offer any units, certain terms of that series of units will be described in the applicable prospectus supplement, including, without limitation, the following, as applicable:

the title of the series of units;

identification and description of the separate constituent securities comprising the units;

the price or prices at which the units will be issued;

the date, if any, on and after which the constituent securities comprising the units will be separately transferable;

a discussion of certain United States federal income tax considerations applicable to the units; and

any other terms of the units and their constituent securities.

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GLOBAL SECURITIES

Book-Entry, Delivery and Form

Unless we indicate differently in any applicable prospectus supplement or free writing prospectus, the securities initially will be issued in book-entry form and represented by one or more global notes or global securities, or, collectively, global securities. These global securities, to the extent issued for our common shares, shall be share certificates (*aandeelbewijzen*) under Dutch law, in accordance with our articles of association. The global securities will be deposited with, or on behalf of, The Depository Trust Company, New York, New York, as depositary, or DTC, and registered in the name of Cede & Co., the nominee of DTC. Unless and until it is exchanged for individual certificates (such individual certificates, to the extent issued for our common shares, being share certificates (*aandeelbewijzen*) under Dutch law, in accordance with our articles of association) evidencing securities under the limited circumstances described below, a global security may not be transferred except as a whole by the depositary to its nominee or by the nominee to the depositary, or by the depositary or its nominee to a successor depositary or to a nominee of the successor depositary.

DTC has advised us that it is:

a limited-purpose trust company organized under the New York Banking Law;

a "banking organization" within the meaning of the New York Banking Law;

a member of the Federal Reserve System;

a "clearing corporation" within the meaning of the New York Uniform Commercial Code; and

a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act.

DTC holds securities that its participants deposit with DTC. DTC also facilitates the settlement among its participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in participants' accounts, thereby eliminating the need for physical movement of securities certificates. "Direct participants" in DTC include securities brokers and dealers, including underwriters, banks, trust companies, clearing corporations and other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation, or DTCC. DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others, which we sometimes refer to as indirect participants, that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. The rules applicable to DTC and its participants are on file with the SEC.

Purchases of securities under the DTC system must be made by or through direct participants, which will receive a credit for the securities on DTC' s records. The ownership interest of the actual purchaser of a security, which we sometimes refer to as a beneficial owner, is in turn recorded on the direct and indirect participants' records. Beneficial owners of securities will not receive written confirmation from DTC of their purchases. However, beneficial owners are expected to receive written confirmations providing details of their transactions, as well as periodic statements of their holdings, from the direct or indirect participants through which they purchased securities. Transfers of ownership interests in global securities are to be accomplished by entries made on the books of participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the global securities, except under the limited circumstances described below.

To facilitate subsequent transfers, all global securities deposited by direct participants with DTC will be registered in the name of DTC' s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of securities with DTC and their registration in the name of Cede & Co. or such other nominee will not change the beneficial ownership of the securities. DTC has no

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knowledge of the actual beneficial owners of the securities. DTC' s records reflect only the identity of the direct participants to whose accounts the securities are credited, which may or may not be the beneficial owners. The participants are responsible for keeping account of their holdings on behalf of their customers.

So long as the securities are in book-entry form, you will receive payments and may transfer securities only through the facilities of the depositary and its direct and indirect participants. We will maintain an office or agency in the location specified in the prospectus supplement for the applicable securities, where notices and demands in respect of the securities and the indenture may be delivered to us and where certificated securities may be surrendered for payment, registration of transfer or exchange.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any legal requirements in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the securities of a particular series are being redeemed, DTC' s practice is to determine by lot the amount of the interest of each direct participant in the securities of such series to be redeemed.

Neither DTC nor Cede & Co. (or such other DTC nominee) will consent or vote with respect to the securities. Under its usual procedures, DTC will mail an omnibus proxy to us as soon as possible after the record date. The omnibus proxy assigns the consenting or voting rights of Cede & Co. to those direct participants to whose accounts the securities of such series are credited on the record date, identified in a listing attached to the omnibus proxy.

So long as securities are in book-entry form, we will make payments on those securities to the depositary or its nominee, as the registered owner of such securities, by wire transfer of immediately available funds. If securities are issued in definitive certificated form under the limited circumstances described below and unless if otherwise provided in the description of the applicable securities herein or in the applicable prospectus supplement, we will have the option of making payments by check mailed to the addresses of the persons entitled to payment or by wire transfer to bank accounts in the United States designated in writing to the applicable trustee or other designated party at least 15 days before the applicable payment date by the persons entitled to payment, unless a shorter period is satisfactory to the applicable trustee or other designated party.

Redemption proceeds, distributions and dividend payments on the securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC' s practice is to credit direct participants' accounts upon DTC' s receipt of funds and corresponding detail information from us on the payment date in accordance with their respective holdings shown on DTC records. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the account of customers in bearer form or registered in "street name." Those payments will be the responsibility of participants and not of DTC or us, subject to any statutory or regulatory requirements in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is our responsibility, disbursement of payments to direct participants is the responsibility of DTC, and disbursement of payments to the beneficial owners is the responsibility of direct and indirect participants.

Except under the limited circumstances described below, purchasers of securities will not be entitled to have securities registered in their names and will not receive physical delivery of securities. Accordingly, each beneficial owner must rely on the procedures of DTC and its participants to exercise any rights under the securities and the indenture.

The laws of some jurisdictions may require that some purchasers of securities take physical delivery of securities in definitive form. Those laws may impair the ability to transfer or pledge beneficial interests in securities.

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DTC may discontinue providing its services as securities depositary with respect to the securities at any time by giving reasonable notice to us. Under such circumstances, in the event that a successor depositary is not obtained, securities certificates are required to be printed and delivered.

As noted above, beneficial owners of a particular series of securities generally will not receive certificates representing their ownership interests in those securities. However, if:

DTC notifies us that it is unwilling or unable to continue as a depositary for the global security or securities representing such series of securities or if DTC ceases to be a clearing agency registered under the Exchange Act at a time when it is required to be registered and a successor depositary is not appointed within 90 days of the notification to us or of our becoming aware of DTC' s ceasing to be so registered, as the case may be;

we determine, in our sole discretion, not to have such securities represented by one or more global securities; or

an Event of Default has occurred and is continuing with respect to such series of securities,

we will prepare and deliver certificates for such securities in exchange for beneficial interests in the global securities. Any beneficial interest in a global security that is exchangeable under the circumstances described in the preceding sentence will be exchangeable for securities in definitive certificated form registered in the names that the depositary directs. It is expected that these directions will be based upon directions received by the depositary from its participants with respect to ownership of beneficial interests in the global securities.

Euroclear and Clearstream

If so provided in the applicable prospectus supplement, you may hold interests in a global security through Clearstream Banking S.A., which we refer to as "Clearstream," or Euroclear Bank S.A./N.V., as operator of the Euroclear System, which we refer to as "Euroclear," either directly if you are a participant in Clearstream or Euroclear or indirectly through organizations which are participants in Clearstream or Euroclear. Clearstream and Euroclear will hold interests on behalf of their respective participants through customers' securities accounts in the names of Clearstream and Euroclear, respectively, on the books of their respective U.S. depositaries, which in turn will hold such interests in customers' securities accounts in such depositaries' names on DTC' s books.

Clearstream and Euroclear are securities clearance systems in Europe. Clearstream and Euroclear hold securities for their respective participating organizations and facilitate the clearance and settlement of securities transactions between those participants through electronic book-entry changes in their accounts, thereby eliminating the need for physical movement of certificates.

Payments, deliveries, transfers, exchanges, notices and other matters relating to beneficial interests in global securities owned through Euroclear or Clearstream must comply with the rules and procedures of those systems. Transactions between participants in Euroclear or Clearstream, on one hand, and other participants in DTC, on the other hand, are also subject to DTC' s rules and procedures.

Investors will be able to make and receive through Euroclear and Clearstream payments, deliveries, transfers and other transactions involving any beneficial interests in global securities held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

Cross-market transfers between participants in DTC, on the one hand, and participants in Euroclear or Clearstream, on the other hand, will be effected through DTC in accordance with the DTC' s rules on behalf of Euroclear or Clearstream, as the case may be, by their respective U.S. depositaries; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the

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counterparty in such system in accordance with the rules and procedures and within the established deadlines (European time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its U.S. depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the global securities through DTC, and making or receiving payment in accordance with normal procedures for same-day fund settlement. Participants in Euroclear or Clearstream may not deliver instructions directly to their respective U.S. depositaries.

Due to time zone differences, the securities accounts of a participant in Euroclear or Clearstream purchasing an interest in a global security from a direct participant in DTC will be credited, and any such crediting will be reported to the relevant participant in Euroclear or Clearstream, during the securities settlement processing day (which must be a business day for Euroclear or Clearstream) immediately following the settlement date of DTC. Cash received in Euroclear or Clearstream as a result of sales of interests in a global security by or through a participant in Euroclear or Clearstream to a direct participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC' s settlement date.

Other

The information in this section of this prospectus concerning DTC, Clearstream, Euroclear and their respective book-entry systems has been obtained from sources that we believe to be reliable, but we do not take responsibility for this information. This information has been provided solely as a matter of convenience. The rules and procedures of DTC, Clearstream and Euroclear are solely within the control of those organizations and could change at any time. Neither we nor the trustee nor any agent of ours or of the trustee has any control over those entities and none of us takes any responsibility for their activities. You are urged to contact DTC, Clearstream and Euroclear or their respective participants directly to discuss those matters. In addition, although we expect that DTC, Clearstream and Euroclear will perform the foregoing procedures, none of them is under any obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time. Neither we nor any agent of ours will have any responsibility for the performance or nonperformance by DTC, Clearstream and Euroclear or their respective participants of these or any other rules or procedures governing their respective operations.

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PLAN OF DISTRIBUTION

We may sell the securities from time to time pursuant to underwritten public offerings, negotiated transactions, block trades or a combination of these methods or through underwriters or dealers, through agents and/or directly to one or more purchasers. The securities may be distributed from time to time in one or more transactions:

at a fixed price or prices, which may be changed;

at market prices prevailing at the time of sale;

at prices related to such prevailing market prices; or

at negotiated prices.

Each time that we sell securities covered by this prospectus, we will provide a prospectus supplement or supplements that will describe the method of distribution and set forth the terms and conditions of the offering of such securities, including the offering price of the securities and the proceeds to us, if applicable.

Offers to purchase the securities being offered by this prospectus may be solicited directly. Agents may also be designated to solicit offers to purchase the securities from time to time. Any agent involved in the offer or sale of our securities will be identified in a prospectus supplement.

If a dealer is utilized in the sale of the securities being offered by this prospectus, the securities will be sold to the dealer, as principal. The dealer may then resell the securities to the public at varying prices to be determined by the dealer at the time of resale.

If an underwriter is utilized in the sale of the securities being offered by this prospectus, an underwriting agreement will be executed with the underwriter at the time of sale and the name of any underwriter will be provided in the prospectus supplement that the underwriter will use to make resales of the securities to the public. In connection with the sale of the securities, we or the purchasers of securities for whom the underwriter may act as agent, may compensate the underwriter in the form of underwriting discounts or commissions. The underwriter may sell the securities to or through dealers, and those dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for which they may act as agent. Unless otherwise indicated in a prospectus supplement, an agent will be acting on a best efforts basis and a dealer will purchase securities as a principal, and may then resell the securities at varying prices to be determined by the dealer.

Any compensation paid to underwriters, dealers or agents in connection with the offering of the securities, and any discounts, concessions or commissions allowed by underwriters to participating dealers will be provided in the applicable prospectus supplement. Underwriters, dealers and agents participating in the distribution of the securities may be deemed to be underwriters within the meaning of the Securities Act of 1933, as amended (the “Securities Act”), and any discounts and commissions received by them and any profit realized by them on resale of the securities may be deemed to be underwriting discounts and commissions. We may enter into agreements to indemnify underwriters, dealers and agents against civil liabilities, including liabilities under the Securities Act, or to contribute to payments they may be required to make in respect thereof and to reimburse those persons for certain expenses.

Any common shares will be listed on the Nasdaq Global Market, but any other securities may or may not be listed on a national securities exchange. To facilitate the offering of securities, certain persons participating in the offering may engage in transactions that stabilize, maintain or otherwise affect the price of the securities. This may include over-allotments or short sales of the securities, which involve the sale by persons participating in the offering of more securities than were sold to them. In these circumstances, these persons would cover such over-allotments or short positions by making purchases in the open market or by exercising their over-allotment

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option, if any. In addition, these persons may stabilize or maintain the price of the securities by bidding for or purchasing securities in the open market or by imposing penalty bids, whereby selling concessions allowed to dealers participating in the offering may be reclaimed if securities sold by them are repurchased in connection with stabilization transactions. The effect of these transactions may be to stabilize or maintain the market price of the securities at a level above that which might otherwise prevail in the open market. These transactions may be discontinued at any time.

We may engage in at the market offerings into an existing trading market in accordance with Rule 415(a)(4) under the Securities Act. In addition, we may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement so indicates, in connection with those derivatives, the third parties may sell securities covered by this prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third party may use securities pledged by us or borrowed from us or others to settle those sales or to close out any related open borrowings of shares, and may use securities received from us in settlement of those derivatives to close out any related open borrowings of shares. The third party in such sale transactions will be an underwriter and, if not identified in this prospectus, will be named in the applicable prospectus supplement (or a post-effective amendment). In addition, we may otherwise loan or pledge securities to a financial institution or other third party that in turn may sell the securities short using this prospectus and an applicable prospectus supplement. Such financial institution or other third party may transfer its economic short position to investors in our securities or in connection with a concurrent offering of other securities.

The specific terms of any lock-up provisions in respect of any given offering will be described in the applicable prospectus supplement.

The underwriters, dealers and agents may engage in transactions with us, or perform services for us, in the ordinary course of business for which they receive compensation.

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LEGAL MATTERS

Latham & Watkins LLP will pass upon certain legal matters relating to the issuance and sale of the debt securities, warrants and units. Dentons Europe LLP will pass upon certain legal matters relating to the issuance and sale of the common shares. Additional legal matters may be passed upon for us or any underwriters, dealers or agents, by counsel that we will name in the applicable prospectus supplement.

EXPERTS

The financial statements of ATAI Life Sciences N.V. incorporated by reference in this prospectus, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report. Such financial statements are incorporated by reference in reliance upon the report of such firm, given their authority as experts in accounting and auditing.

The financial statements and management' s assessment of the effectiveness of internal control over financial reporting (which is included in Management' s Report on Internal Control over Financial Reporting) of COMPASS Pathways plc incorporated in this prospectus by reference to the Annual Report on Form 10-K of ATAI Life Sciences N.V. for the year ended December 31, 2021 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The registered business address of PricewaterhouseCoopers LLP is 1 Embankment Place, London, WC2N 6RH, United Kingdom.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. *Other Expenses of Issuance and Distribution*

The following is an estimate of the expenses (all of which are to be paid by the registrant) that we may incur in connection with the securities being registered hereby, except for the SEC registration fee and the FINRA filing fee.

SEC registration fee	$27,810
FINRA filing fee	$45,500
Printing expenses	$*
Legal fees and expenses	$*
Accounting fees and expenses	$*
Blue Sky, qualification fees and expenses	$*
Transfer agent fees and expenses	$*
Trustee fees and expenses	$*
Depositary fees and expenses	$*
Warrant agent fees and expenses	$*
Miscellaneous	$*
Total	$*

* These fees are calculated based on the amount of securities offered and the number of issuances and accordingly cannot be estimated at this time.

Item 15. *Indemnification of Directors and Officers*

Under Dutch law, our managing directors and our supervisory directors may be held liable by the registrant for damages in the event of improper or negligent performance of their duties (*onbehoorlijk bestuur*). They may be jointly and severally liable for damages to our company and to third parties for the infringement of our articles of association or certain provisions of Dutch law. In addition, our managing directors and our supervisory directors may be held liable by third parties on the basis of certain provisions of Dutch Law and general principles of tort law. In certain circumstances, they may also incur additional specific criminal liabilities.

The liability of our managing directors and our supervisory directors and other key employees is covered by a directors' and officers' liability insurance policy. This policy contains customary limitations and exclusions, such as willful misconduct or intentional recklessness (*opzet of bewuste roekeloosheid*).

Our current and former managing directors and our supervisory directors (and such other current or former officer or employee as designated by the management board) have the benefit of the following indemnification provisions in our articles of association:

Indemnified persons shall be reimbursed for:

(a) any financial losses or damages incurred by such indemnified person; and

(b) any expense reasonably paid or incurred by such indemnified person in connection with any threatened, pending or completed suit, claim, action or legal proceedings of a civil, criminal, administrative or other nature, formal or informal, in which he becomes involved, in each case to the extent this relates to his current or former position with us and/or a group company and in each case to the extent permitted by applicable law.

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No indemnification shall be given to an indemnified person:

(a) if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such indemnified person that led to the financial losses, damages, expenses, suit, claim, action or legal proceedings as described above are of an unlawful nature (including acts or omissions, which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such indemnified person);

(b) to the extent that his financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);

(c) in relation to proceedings brought by such indemnified person against us, except for proceedings brought to enforce indemnification to which he is entitled pursuant to our articles of association, pursuant to an agreement between such indemnified person and us, which has been approved by the management board or pursuant to insurance taken out by us for the benefit of such indemnified person; and

(d) for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without the our prior consent.

Under our articles of association, our management board may stipulate additional terms, conditions and restrictions in relation to the indemnification described above.

Item 16. ***Exhibits***

Exhibit Number	Exhibit Description	Incorporation by Reference			
		Form	File No.	Exhibit Number	Filing Date
3.1*	Articles of Association of ATAI Life Sciences N.V.				
3.2	Rules of the Management Board of ATAI Life Sciences N.V.	S-1/A	333-255383	3.2	6/11/21
3.3	Rules of the Supervisory Board of ATAI Life Sciences N.V.	S-1/A	333-255383	3.3	6/11/21
4.1	Form of Share Issue Deed	S-1/A	333-255383	3.4	6/11/21
4.2*	Form of Indenture				
4.3**	Form of Note				
4.4**	Form of Warrant				
4.5**	Form of Warrant Agreement				
4.6**	Form of Unit Agreement				
5.1*	Opinion of Dentons Europe LLP, Dutch counsel of the Registrant, as to the validity of the common shares				
5.2*	Opinion of Latham & Watkins LLP, U.S. counsel of the Registrant, as to the validity of the debt securities, warrants and units				
23.1*	Consent of Dentons Europe LLP, Dutch counsel of the Registrant (included in Exhibit 5.1)				
23.2*	Consent of Latham & Watkins LLP, U.S. counsel of the Registrant (included in Exhibit 5.2)				

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Exhibit Number	Exhibit Description	Incorporation by Reference Form	File No.	Exhibit Number	Filing Date
23.3*	Consent of Deloitte & Touche LLP, an independent registered public accounting firm				
23.4*	Consent of PricewaterhouseCoopers LLP, an independent registered public accounting firm				
24.1*	Powers of Attorney (incorporated by reference to the signature page hereto)				
25.1***	Statement of Eligibility on Form T-1 under the Trust Indenture Act of 1939, as amended				
107*	Filing Fee Table				

* Filed herewith
** To be filed by amendment or incorporated by reference in connection with the offering of the securities.
*** To be filed in accordance with the requirements of Section 305(b)(2) of the Trust Indenture Act of 1939.

Item 17. ***Undertakings***

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, *however*, that paragraphs (a)(1)(i), (a)(1)(ii), and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is a part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

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(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided*, *however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(6) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communications that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant' s annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan' s annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a

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claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(j) The undersigned registrant hereby undertakes to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act (the "Act") in accordance with the rules and regulations prescribed by the SEC under section 305(b)(2) of the Act.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Berlin, Germany, on the 1st day of July, 2022.

ATAI LIFE SCIENCES N.V.

By: /s/ Florian Brand
Florian Brand
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Florian Brand, Stephen Bardin and Ryan Barrett, or any of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to file and sign any and all amendments, including post-effective amendments and any registration statement for the same offering that is to be effective under Rule 462(b) of the Securities Act, to this registration statement, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their substitute or substitutes may lawfully do or cause to be done by virtue hereof. This power of attorney shall be governed by and construed with the laws of the State of Delaware and applicable federal securities laws.

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons on behalf of the registrant in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Florian Brand Florian Brand	Chief Executive Officer and Managing Director (*principal executive officer*)	July 1, 2022
/s/ Greg Weaver Greg Weaver	Chief Financial Officer and Managing Director (*principal financial officer and principal accounting officer*)	July 1, 2022
/s/ Christian Angermayer Christian Angermayer	Supervisory Director (Chairman)	July 1, 2022
/s/ Michael Auerbach Michael Auerbach	Supervisory Director	July 1, 2022
/s/ Jason Camm Jason Camm	Supervisory Director	July 1, 2022

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Signature	Title	Date
/s/ Alexis de Rosnay Alexis de Rosnay	Supervisory Director	July 1, 2022
/s/ Sabrina Martucci Johnson Sabrina Martucci Johnson	Supervisory Director	July 1, 2022
/s/ Amir Kalali Amir Kalali, M.D.	Supervisory Director	July 1, 2022
/s/ Andrea Heslin Smiley Andrea Heslin Smiley	Supervisory Director	July 1, 2022

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SIGNATURE OF AUTHORIZED UNITED STATES REPRESENTATIVE

Pursuant to the requirements of the Securities Act of 1933, as amended, the duly authorized representative in the United States of the Registrant has signed this registration statement, on the 1st day of July, 2022.

ATAI LIFE SCIENCES US INC.

By: /s/ Florian Brand
Florian Brand
Chief Executive Officer

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Exhibit 3.1

AKTE VAN PARTIËLE

STATUTENWIJZIGING ATAI LIFE

SCIENCES N.V.

Op één juli tweeduizend tweeëntwintig is voor mij, mr. Jan-Mathijs Petrus Hermans, notaris te Amsterdam, verschenen:

de heer mr. Abraham Anno Christoffel Bloemers, werkzaam op mijn kantoor aan het Gustav Mahlerplein 2 te Amsterdam, geboren te Rheden op negen september negentienhonderd zesenzeventig.

De verschenen persoon, handelend als vermeld, verklaarde als volgt:

1. de algemene vergadering van aandeelhouders van **ATAI Life Sciences N.V.**, een naamloze vennootschap, statutair gevestigd te Amsterdam (feitelijk adres: 10117 10117 Berlijn, Bondsrepubliek Duitsland, Bondsrepubliek Duitsland, c/o Mindspace Krausenstraße 9-10) en ingeschreven in het handelsregister van de Kamer van Koophandel onder nummer 80299776 (de **Vennootschap**) heeft op vijfentwintig mei tweeduizend tweeëntwintig meer besloten tot partiële wijziging van de statuten van de Vennootschap, welk besluit blijkt uit een kopie van de notulen van een algemene vergadering van aandeelhouders van de Vennootschap, gehouden te Amsterdam, op vijfentwintig mei tweeduizend tweeëntwintig, welke notulen zijn ondertekend door de Voorzitter en de Secretaris van die vergadering en hier zonder bijlagen zijn aangehecht (Bijlage 1);
2. bij dat besluit te zijn gemachtigd de akte van statutenwijziging te doen verlijden en te ondertekenen; en
3. de statuten van de Vennootschap zijn laatstelijk gewijzigd, bij akte op achttien juni tweeduizend eenentwintig verleden voor mr. J.-M.P. Hermans, voornoemde notaris.

De verschenen persoon, handelend als gemeld, verklaarde vervolgens de statuten van de Vennootschap partieel te wijzigen als volgt:

Artikel 26 lid 4 wordt hierbij gewijzigd en zal voortaan luiden als volgt:

26.4 De Algemene Vergadering besluit met volstrekte meerderheid van de uitgebrachte stemmen, voor zover de wet of deze statuten geen grotere meerderheid voorschrijven. Indien en voor zolang de Vennootschap onderworpen is aan de regels en vereisten van een effectenbeurs en deze effectenbeurs vereist dat de Vennootschap een

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quorum heeft voor de Algemene Vergadering, kan de Algemene Vergadering, met inachtneming van enige bepaling van dwingend Nederlands recht en enig hoger quorum voorgeschreven in deze statuten, slechts besluiten nemen indien ten minste een derde van de geplaatste en uitstaande aandelen in het kapitaal van de Vennootschap aanwezig of vertegenwoordigd is in de Algemene Vergadering. Een tweede vergadering zoals bedoeld in artikel 120 lid 3 van Boek 2 kan niet worden bijeengeroepen.

Na artikel 35 wordt een nieuw artikel 36 toegevoegd dat komt te luiden als volgt

36 FEDERAAL FORUMBEDING

36.1 Tenzij anders schriftelijk toegestaan door de Vennootschap, zijn de federale arrondissementsrechtbanken (*federal district courts*) van de Verenigde Staten van Amerika het enige en exclusieve forum voor een klacht waaronder een rechtsvordering wordt ingesteld uit hoofde van de Amerikaanse Securities Act of 1933, zoals gewijzigd, zover toegestaan onder het toepasselijke recht.

SLOT

De verschenen persoon is mij, notaris, bekend.

Waarvan akte, in minuut verleden te Amsterdam op de datum in het hoofd van deze akte vermeld.

Voordat tot voorlezing is overgegaan is de inhoud van deze akte zakelijk aan de verschenen persoon opgegeven en toegelicht. De verschenen persoon heeft daarna verklaard van de inhoud van deze akte te hebben kennisgenomen, daarmee in te stemmen en op volledige voorlezing daarvan geen prijs te stellen. Onmiddellijk na beperkte voorlezing is deze akte door de verschenen persoon en mij, notaris, ondertekend.

(Volgt ondertekening)

Mr. J.-M.P. Hermans notaris te Amsterdam

VOOR AFSCHRIFT:

Amsterdam, 1 juli 2022

mr. Jan-Mathijs Petrus Hermans, notaris

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In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so, by law the Dutch text will govern.

DEED OF PARTIAL AMENDMENT OF ARTICLES OF ASSOCIATION ATAI LIFE SCIENCES N.V.

On this first day of July two thousand twenty-two appeared before me, Jan-Mathijs Petrus Hermans, civil-law notary in Amsterdam, the Netherlands:

Abraham Anno Christoffel Bloemers, employed at my office at the Gustav Mahlerplein 2 in Amsterdam, the Netherlands, born in Rheden, the Netherlands on the ninth day of September nineteen hundred and seventy-six.

The said individual declared as follows:

1. the general meeting of shareholders of **ATAI Life Sciences N.V.**, a public company (*naamloze vennootschap*), with its statutory seat in Amsterdam (office address: 10117 10117 Berlijn, Bondsrepubliek Duitsland, Federal Republic of Germany, c/o Mindspace Krausenstraße 9-10) and registered with the Trade Register held by the Chamber of Commerce for the Netherlands under number 80299776 (the **Company**), resolved to partially amend the articles of association of the Company on twenty-fifth day of May two thousand and twenty-two, which resolution is evidenced by a copy of the minutes of a general meeting of shareholders of the Company held in Amsterdam, the Netherlands, on the twenty-fifth day of May two thousand and twenty-two, which minutes have been signed by the Chairman and the Secretary of such meeting and are attached hereto without annexes (Annex 1);
2. the said individual furthermore was authorised to have the deed of amendment of the articles of association executed and signed; and
3. the Articles of Association of the Company were most recently amended by a deed executed on eighteenth day of June two thousand twenty-one before J.-M.P. Hermans, aforementioned civil law notary.

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The said individual, acting as aforesaid, subsequently declared to partially amend the articles of association of the Company as follows:

Article 26 paragraph 4 is hereby amended and will read as follows:

26.4 Unless the law or these Articles of Association stipulate a larger majority, all resolutions of the General Meeting shall be passed by an absolute majority of the votes cast. Subject to any provision of mandatory Dutch law and any higher quorum requirement stipulated by these articles of association, if and for as long as the Company is subject to the rules and requirements of a securities exchange and such securities exchange requires the Company to have a quorum for the General Meeting, then the General Meeting can only pass resolutions if at least one third of the issued and outstanding shares in the Company' s capital are present or represented at such General Meeting. A second meeting as referred to in Section 120, paragraph 3, Book 2 cannot be convened.

An additional Article 36 is hereby added after Article 35 and will read as follows:

36 FEDERAL FORUM PROVISION

36.1 Except as otherwise consented into writing by the Company, the sole and exclusive forum of any complaint asserting a cause of action arising under the United States Securities Act of 1993, as amended, to the fullest extent permitted by applicable law, shall be the federal district courts of the United States of America.

END

The said individual is known to me, civil-law notary.

This deed was executed in Amsterdam, the Netherlands, on the date first above written.

I, civil-law notary, stated and explained the substance of this deed and pointed out the consequences of its contents to the said individual. The said individual then declared to have noted the contents of this deed and that she agreed therewith. Subsequently, this deed was executed and was, immediately after it had been read aloud in part, signed by the said individual and by me, civil-law notary.

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Doorlopende tekst statuten

van

ATAI Life Sciences N.V.

DE ONDERGETEKENDE:

mr. Jan-Mathijs Petrus Hermans, notaris te Amsterdam,

VERKLAART:

dat hij zich naar beste weten heeft overtuigd dat de statuten van **ATAI Life Sciences N.V.,** statutair gevestigd te Amsterdam, luiden overeenkomstig de aan deze verklaring gehechte tekst.

De statuten zijn gewijzigd bij akte verleden voor ondergetekende op 1 juli 2022.

Getekend te Amsterdam op 1 juli 2022.

Mr J.-M.P. HERMANS * NOTARIS TE AMSTERDAM *

/s/ mr. J.-M.P. Hermans
mr. J.-M.P. Hermans, notaris

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Doorlopende tekst statuten

ATAI Life Scienes N.V.

per 1 juli 2022

STATUTEN

1 BEGRIPSBEPALINGEN

1.1 In de statuten wordt verstaan onder:

(a) **Aandelen**: de aandelen in het kapitaal van de Vennootschap.

(b) **Aandeelhouder**: een houder van Aandelen.

(c) **Afhankelijke Maatschappij**: een afhankelijke maatschappij van de Vennootschap in de zin van artikel 152 van Boek 2.

(d) **Algemene Vergadering**: de algemene vergadering van Aandeelhouders als orgaan van de Vennootschap, alsmede bijeenkomsten van dit orgaan.

(e) **Beperkt Recht**: een recht van vruchtgebruik, in de zin van titel 8 van Boek 3 van het Burgerlijk Wetboek, of een pandrecht, in de zin van titel 9 van Boek 3 van het Burgerlijk Wetboek.

(f) **Boek 2**: Boek 2 van het Burgerlijk Wetboek.

(g) **CEO**: de chief executive officer van de Vennootschap, welke titel conform het bepaalde in artikel 14.3 aan een lid van de Directie kan worden toegekend.

(h) **Commissaris**: een commissaris van de Vennootschap in de zin van Boek 2.

(i) **Corporate Governance Code**: de gedragscode als bedoeld in artikel 391, vijfde lid van Boek 2.

(j) **Deelneming**: een deelneming van de Vennootschap in de zin van artikel 24c van Boek 2.

(k) **Directie**: het Vennootschapsorgaan belast met het bestuur van de Vennootschap in de zin van Boek 2.

(l) **Directeur**: een bestuurder van de Vennootschap in de zin van Boek 2.

(m) **Dochtermaatschappij**: een dochtermaatschappij van de Vennootschap, in de zin van artikel 24a van Boek 2.

(n) **Gevrijwaarde Functionaris**: een huidige of voormalige Directeur of Commissaris, alsmede zodanige andere huidige of voormalige functionaris of werknemer van de Vennootschap of een Groepsmaatschappij, als bepaald door de Directie.

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(o) **Groepsmaatschappij**: een rechtspersoon, een vennootschap of samenwerkingsverband waarmee de Vennootschap in een groep, in de zin van artikel 24b van Boek 2, is verbonden.

(p) **Jaarrekening**: de balans en de winst- en verliesrekening met de toelichting.

(q) **Raad van Commissarissen**: het Vennootschapsorgaan belast met het toezicht op het beleid van de Directie en de algemene gang van zaken van de Vennootschap en de daarmee verbonden onderneming.

(r) **Register van Aandeelhouders**: het register waarin de namen en adressen van alle Aandeelhouders en houders van een Beperkt Recht zijn vermeld, als bedoeld in artikel 85 van Boek 2.

(s) **Registratiedatum**: de datum van registratie voor een Algemene Vergadering zoals bepaald door de wet.

(t) **Tegenstrijdig belang**: belang van een Directeur of Commissaris, dat strijdig is met het belang van de Vennootschap en de met haar verbonden onderneming in de zin van de wet.

(u) **Vennootschap**: de rechtspersoon waarop de onderhavige statuten van toepassing zijn.

(v) **Vennootschapsorgaan**: de Algemene Vergadering, de Raad van Commissarissen of de Directie.

(w) **Voorzitter**: de voorzitter van de Raad van Commissarissen.

1.2 Tenzij de wet anders vereist, wordt onder "schriftelijk" in deze statuten tevens verstaan: telegrafisch, per telex, per telefax of via enig ander langs elektronische weg toegezonden leesbaar en reproduceerbaar bericht. Aan de eis van schriftelijkheid wordt voldaan als het stuk elektronisch is vastgelegd.

1.3 Tenzij anders blijkt of kennelijk anders is bedoeld sluit een verwijzing naar een begrip of woord in het enkelvoud een verwijzing naar de meervoudsvorm van dit begrip of woord in en omgekeerd.

1.4 Tenzij anders blijkt of kennelijk anders is bedoeld, sluit een verwijzing naar het mannelijk geslacht een verwijzing naar het vrouwelijk geslacht in en omgekeerd.

2 NAAM. ZETEL

2.1 De Vennootschap is een naamloze vennootschap en draagt de naam: **ATAI Life Sciences N.V.**.

2.2 De Vennootschap is statutair gevestigd te Amsterdam. De Vennootschap houdt kantoor in Berlijn, Duitsland, en kan daarnaast ook elders, in en buiten Nederland, nevenvestigingen hebben.

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3 DOEL

3.1 De Vennootschap heeft ten doel:

(a) het wereldwijd opbouwen van biotechbedrijven door gebruik te maken van een gedecentraliseerd, technologie- en datagestuurd platformmodel om miljoenen mensen die lijden aan psychische aandoeningen van dienst te zijn;

(b) het verwerven en efficiënt ontwikkelen van innovatieve behandelingen die tegemoetkomen aan significante onvervulde medische behoeften en die leiden tot paradigmaverschuivingen op het gebied van geestelijke gezondheid;

(c) het - al dan niet tezamen met anderen - verwerven en vervreemden van deelnemingen of andere belangen in rechtspersonen, vennootschappen en ondernemingen, het samenwerken daarmee en het besturen daarvan;

(d) het verkrijgen, beheren, exploiteren, bezwaren en vervreemden van goederen - rechten van intellectuele eigendom daaronder begrepen -, zomede het beleggen van vermogen;

(e) het ter leen verstrekken of doen verstrekken van gelden, in het bijzonder - doch niet uitsluitend - aan Dochtermaatschappijen, Groepsmaatschappijen en/of Deelnemingen, zomede het ter leen opnemen of doen opnemen van gelden;

(f) het sluiten van overeenkomsten waarbij de Vennootschap zich als borg of hoofdelijk medeschuldenaar verbindt, zich sterk maakt of zich naast of voor anderen verbindt, in het bijzonder - doch niet uitsluitend - ten behoeve van rechtspersonen en vennootschappen als hiervoor onder (e) bedoeld, alles met inachtneming van het bepaalde in artikel 3.2;

(g) het, niet bedrijfsmatig, doen van periodieke uitkeringen, zowel ten titel van pensioen als anderszins;

(h) het verrichten van al hetgeen met het vorenstaande verband houdt of daartoe bevorderlijk kan zijn.

3.2 De Vennootschap mag niet, met het oog op het nemen of verkrijgen door anderen van Aandelen of van certificaten daarvan, zekerheid stellen, een koersgarantie geven, zich op andere wijze sterk maken of zich hoofdelijk of anderszins naast of voor anderen verbinden. Dit verbod is eveneens van toepassing op de Dochtermaatschappijen van de Vennootschap.

3.3 De Vennootschap en haar Dochtermaatschappijen mogen geen leningen verstrekken met het oog op het nemen of verkrijgen van Aandelen of certificaten van Aandelen in het kapitaal van de Vennootschap door anderen, tenzij de Directie daartoe besluit en artikel 98c van Boek 2 in acht wordt genomen.

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3.4 De artikelen 3.2 en 3.3 zijn niet van toepassing indien Aandelen of certificaten daarvan worden genomen of verkregen door of voor werknemers van de Vennootschap of van een Groepsmaatschappij.

4 KAPITAAL

4.1 Het maatschappelijk kapitaal van de Vennootschap bedraagt vijfenzeventig miljoen euro (EUR 75.000.000), verdeeld in zevenhonderdvijftig miljoen (750.000.000) Aandelen, elk nominaal groot tien eurocent (EUR 0,10).

4.2 De Directie kan besluiten om een of meer Aandelen te splitsen in een zodanig aantal onderaandelen als bepaald door de Directie. Tenzij anders bepaald, zijn de bepalingen van deze statuten betreffende Aandelen en Aandeelhouders van overeenkomstige toepassing op onderaandelen respectievelijk de houders daarvan.

5 AANDELEN. BEPERKTE RECHTEN

5.1 De Aandelen luiden op naam. De Vennootschap kan aandeelbewijzen uitgeven in een door de Directie goed te keuren vorm. De Directie kan de Aandelen van een doorlopende nummering voorzien, te beginnen met het nummer 1. De Directie kan, met inachtneming van het bepaalde in de vorige zin, de nummering van Aandelen wijzigen.

5.2 Op Aandelen kan een Beperkt Recht worden gevestigd.

6 LEVERING VAN AANDELEN. UITOEFENING AANDEELHOUDERSRECHTEN

6.1 Tenzij de Nederlandse wet anders bepaalt of toestaat, is voor de overdracht van Aandelen een daartoe bestemde akte vereist.

6.2 Behoudens in het geval de Vennootschap zelf bij een rechtshandeling partij is, kunnen de aan het betrokken Aandeel verbonden rechten eerst worden uitgeoefend nadat de Vennootschap de rechtshandeling heeft erkend of de akte aan haar is betekend overeenkomstig het bepaalde in artikel 86b van Boek 2, dan wel deze heeft erkend door inschrijving in het Register van Aandeelhouders.

6.3 De erkenning geschiedt in voormelde akte of anderszins op de bij de wet bepaalde wijze.

6.4 Zolang een of meer Aandelen zijn toegelaten tot de handel op de The New York Stock Exchange, de The NASDAQ Global Market, de The NASDAQ Stock Market of een andere gereglementeerde effectenbeurs die in de Verenigde Staten van Amerika wordt geëxploiteerd, wordt het goederenrechtelijke regime van de Aandelen die zijn opgenomen in het register dat door de betreffende *transfer agent* wordt bijgehouden, beheerst door het recht van de Staat New York, Verenigde Staten van Amerika, onverminderd het bepaalde in de artikelen 10:140 en 10:141 van het Burgerlijk Wetboek.

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7 ADRES. REGISTER VAN AANDEELHOUDERS

7.1 Aandeelhouders, pandhouders en vruchtgebruikers van Aandelen zijn verplicht hun adres en andere gegevens schriftelijk op te geven aan de Vennootschap. De gevolgen van het niet tijdig en juist verstrekken van deze gegevens komen voor rekening van de betreffende partij.

7.2 Door de Directie wordt een Register van Aandeelhouders gehouden. Een deel van het Register van Aandeelhouders kan buiten Nederland worden gehouden ter voldoening aan toepasselijk lokaal recht of ingevolge beursvoorschriften.

8 UITGIFTE VAN AANDELEN

8.1 Uitgifte van Aandelen door de Vennootschap kan geschieden ingevolge een daartoe strekkend besluit van de Algemene Vergadering of van een ander Vennootschapsorgaan indien het betreffende Vennootschapsorgaan daartoe bij besluit van de Algemene Vergadering voor een bepaalde duur van ten hoogste vijf jaren is aangewezen. Bij de aanwijzing moet zijn bepaald hoeveel Aandelen mogen worden uitgegeven. De aanwijzing kan telkens voor niet langer dan vijf jaren worden verlengd. Tenzij bij de aanwijzing anders is bepaald, kan zij niet worden ingetrokken. Zolang en voor zover een ander Vennootschapsorgaan bevoegd is te besluiten tot uitgifte van Aandelen is de Algemene Vergadering daartoe niet bevoegd.

8.2 De Vennootschap legt binnen acht dagen na een besluit van de Algemene Vergadering tot uitgifte of tot aanwijzing van een ander Vennootschapsorgaan een volledige tekst daarvan neer ten kantore van het handelsregister van de Kamer van Koophandel.

8.3 Het bepaalde in de voorgaande leden van dit artikel 8 vindt overeenkomstige toepassing op het verlenen van rechten tot het nemen van Aandelen, maar is niet van toepassing op het uitgeven van Aandelen aan iemand die een voordien reeds verkregen recht tot het nemen van Aandelen uitoefent.

8.4 Tenzij Nederlands recht anders voorschrijft of toelaat en onverminderd het bepaalde in artikel 6.4, is voor de uitgifte van Aandelen een daartoe bestemde akte vereist waarbij de Vennootschap en iedere persoon aan wie Aandelen worden uitgegeven partij zijn.

8.5 De Vennootschap mag bij uitgifte geen Aandelen nemen.

8.6 Bij het nemen van het Aandeel moet daarop het nominale bedrag worden gestort, alsmede, indien het Aandeel voor een hoger bedrag wordt genomen, het verschil tussen die bedragen. Bedongen kan worden dat een deel, ten hoogste drie vierden, van het nominale bedrag, eerst behoeft te worden gestort nadat de Vennootschap het zal hebben opgevraagd. Een zodanig beding kan slechts voorafgaand aan het besluit tot uitgifte worden aangegaan en behoeft de goedkeuring van het Vennootschapsorgaan dat bevoegd is tot de betreffende uitgifte te besluiten.

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8.7 Partijen die beroepshalve aandelen voor eigen rekening plaatsen, kan bij overeenkomst worden toegestaan minder te storten dan het nominale bedrag van de Aandelen die zij nemen, met dien verstande dat ten minste vierennegentig procent (94%) van dit bedrag in geld wordt gestort uiterlijk bij het nemen van die Aandelen.

8.8 Storting in een valuta anders dan in euro kan slechts geschieden met toestemming van de Vennootschap. Met een dergelijke storting wordt aan de stortingsplicht voldaan voor het bedrag waartegen het gestorte bedrag vrijelijk in euro kan worden gewisseld. Onverminderd het bepaalde in de laatste volzin van artikel 80a, lid 3, Boek 2, is de wisselkoers op de dag van de storting bepalend.

8.9 Het opvragen van verdere stortingen op Aandelen geschiedt door de Directie krachtens besluit van de Algemene Vergadering.

8.10 Het Vennootschapsorgaan dat bevoegd is te besluiten tot uitgifte van Aandelen, kan besluiten dat storting op Aandelen op andere wijze dan in geld geschiedt.

9 VOORKEURSRECHT BIJ UITGIFTE

9.1 Voor zover de wet niet anders bepaalt, heeft iedere Aandeelhouder bij uitgifte van Aandelen, een voorkeursrecht naar evenredigheid van het gezamenlijke bedrag van de nominale waarde van zijn Aandelen op de dag waarop tot uitgifte wordt besloten.

9.2 In afwijking van artikel 9.1 hebben aandeelhouders geen voorkeursrecht met betrekking tot:

(a) Aandelen die worden uitgegeven tegen inbreng anders dan in geld; of

(b) Aandelen die worden uitgegeven aan werknemers van de Vennootschap of van een Groepsmaatschappij.

9.3 De Vennootschap kondigt een uitgifte van Aandelen met voorkeursrecht en de periode waarbinnen dat voorkeursrecht kan worden uitgeoefend aan in de Staatscourant, alsmede in een in Nederlands landelijk verspreid dagblad, tenzij de aankondiging aan alle Aandeelhouders schriftelijk geschiedt aan het door hen opgegeven adres.

9.4 Het voorkeursrecht kan worden uitgeoefend gedurende ten minste twee weken na de dag van de aankondiging in de Staatscourant of na de dag van verzending van de aankondiging aan de Aandeelhouders.

9.5 Indien een Aandeelhouder zijn voorkeursrecht niet, niet tijdig of niet volledig uitoefent, komt het voorkeursrecht voor de vrijvallende Aandelen toe aan de overige Aandeelhouders, in de verhouding als in artikel 9.1 omschreven.

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9.6 Indien door de onderlinge verhouding van het bezit aan Aandelen een of meer van de uit te geven Aandelen niet kunnen worden toegewezen aan een of meer Aandeelhouders, worden deze onder de Aandeelhouders verloot.

9.7 De Algemene Vergadering kan, telkens voor een enkele uitgifte, besluiten het voorkeursrecht tot het nemen van Aandelen te beperken of uit te sluiten. Voor een besluit van de Algemene Vergadering tot beperking of uitsluiting van het voorkeursrecht of tot aanwijzing is een meerderheid van ten minste twee derden van de uitgebrachte stemmen vereist, indien minder dan de helft van het geplaatste kapitaal ter vergadering is vertegenwoordigd.

In elk voorstel tot beperking of uitsluiting van het voorkeursrecht moeten de redenen voor het voorstel en de keuze van de voorgenomen koers van uitgifte schriftelijk worden toegelicht.

Het voorkeursrecht kan ook worden beperkt of uitgesloten door een ander Vennootschapsorgaan indien dat Vennootschapsorgaan bij besluit van de Algemene Vergadering voor een bepaalde duur van ten hoogste vijf jaren is aangewezen als bevoegd tot het beperken of uitsluiten van het voorkeursrecht. Een zodanige aanwijzing kan telkens voor niet langer dan vijf jaren worden verlengd.

Tenzij bij de aanwijzing anders is bepaald, kan zij niet worden ingetrokken. Voor zo lang en ingeval dat andere Vennootschapsorgaan aangewezen is als bevoegd om te besluiten tot het beperken of uitsluiten van het voorkeursrecht, heeft de Algemene Vergadering deze bevoegdheid niet.

De Vennootschap legt binnen acht dagen na een besluit van de Algemene Vergadering tot beperking of uitsluiting van het voorkeursrecht of tot aanwijzing van de Directie een volledige tekst daarvan neer ten kantore van het handelsregister van de Kamer van Koophandel.

9.8 De Vennootschap kondigt de uitgifte met voorkeursrecht en het tijdvak waarin dat kan worden uitgeoefend aan alle Aandeelhouders aan. Het voorkeursrecht kan worden uitgeoefend gedurende de door het tot uitgifte bevoegde orgaan vast te stellen termijn, die ten minste twee weken bedraagt, te rekenen van de dag af die volgt op de dag van verzending van de aankondiging.

9.9 Het hiervoor in dit artikel 9 bepaalde is van overeenkomstige toepassing op het verlenen van rechten tot het nemen van Aandelen, maar is niet van toepassing met betrekking tot de uitgifte van Aandelen aan een partij die een voordien verworven recht om Aandelen te nemen uitoefent.

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大成 DENTONS

10 VERKRIJGING VAN AANDELEN DOOR DE VENNOOTSCHAP, DE VERVREEMDING DAARVAN EN DE VESTIGING VAN BEPERKTE RECHTEN OP DOOR DE VENNOOTSCHAP GEHOUDEN AANDELEN

10.1 Verkrijging door de Vennootschap van niet-volgestorte Aandelen is nietig.

10.2 Met uitzondering van Aandelen die de Vennootschap onder algemene titel verkrijgt, mag de Vennootschap−nadat de Algemene Vergadering de Directie daartoe heeft gemachtigd - volgestorte Aandelen, anders dan om niet, slechts verkrijgen indien haar eigen vermogen, verminderd met de verkrijgingsprijs, niet kleiner is dan het gestorte en opgevraagde deel van het kapitaal, vermeerderd met de reserves die krachtens de wet en de Statuten moeten worden aangehouden.

10.3 Voor het vereiste in artikel 10.2 is bepalend de grootte van het eigen vermogen volgens de laatst vastgestelde balans, verminderd met de verkrijgingsprijs voor de Aandelen, het bedrag van leningen als bedoeld in artikel 98c lid 2 Boek 2 en uitkeringen uit winst of reserves aan anderen die zij en haar Dochtermaatschappijen na de balansdatum verschuldigd werden.

Is een boekjaar meer dan zes maanden verstreken zonder dat de Jaarrekening is vastgesteld, dan is verkrijging, anders dan om niet, overeenkomstig artikel 10.2 niet toegestaan.

10.4 In de machtiging van de Algemene Vergadering, als bedoeld in artikel 10.2, die voor ten hoogste vijf jaar geldt, dient te zijn aangegeven hoeveel Aandelen mogen worden verkregen, hoe zij mogen worden verkregen en tussen welke grenzen de prijs moet liggen.

10.5 Verkrijging van Aandelen in strijd met het bepaalde in artikel 10.2 van dit artikel is nietig. De Directeuren zijn hoofdelijk aansprakelijk jegens de vervreemder te goeder trouw die door de nietigheid schade lijdt.

10.6 Aan het Vennootschapsorgaan dat bevoegd is te besluiten tot uitgifte van Aandelen, komt mede de bevoegdheid toe te besluiten tot:

(a) vervreemding van door de Vennootschap gehouden Aandelen;

(b) het aangaan van rechtshandelingen waarbij de Vennootschap zich tot vervreemding van door haar gehouden Aandelen verbindt.

10.7 In dit artikel 10 worden onder Aandelen mede certificaten daarvan begrepen.

11 VERMINDERING VAN KAPITAAL

11.1 De Algemene Vergadering kan besluiten tot vermindering van het geplaatste kapitaal door Aandelen in te trekken of door het bedrag van de Aandelen bij statutenwijziging te verminderen. In dit besluit moeten de Aandelen waarop het besluit betrekking heeft, worden aangewezen en moet de uitvoering van het besluit zijn geregeld.

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11.2 Een besluit tot intrekking kan slechts Aandelen betreffen die de Vennootschap zelf houdt of waarvan zij de certificaten houdt.

11.3 Indien de Algemene Vergadering besluit het bedrag van de Aandelen bij statutenwijziging te verminderen−ongeacht of dit geschiedt zonder terugbetaling of met gedeeltelijke terugbetaling op de Aandelen of ontheffing van de verplichting tot storting−moet de vermindering naar evenredigheid op alle Aandelen geschieden. Van het vereiste van evenredigheid mag worden afgeweken met instemming van alle Aandeelhouders.

11.4 Voor een besluit tot kapitaalvermindering is een meerderheid van ten minste twee derden der uitgebrachte stemmen vereist, indien minder dan de helft van het geplaatste kapitaal in de Algemene Vergadering is vertegenwoordigd.

11.5 De oproeping tot de Algemene Vergadering waarin een in dit artikel 11 bedoeld besluit wordt genomen, vermeldt het doel van de kapitaalvermindering en de wijze van uitvoering. Het bepaalde in artikel 34.2 en 34.3 is van overeenkomstige toepassing.

11.6 De Vennootschap legt de in dit artikel 11 bedoelde besluiten neer ten kantore van het handelsregister van de Kamer van Koophandel en kondigt de nederlegging aan in een Nederlands landelijk verspreid dagblad. In aanvulling daarop is artikel 100 Boek 2 van toepassing.

12 GEMEENSCHAP

Indien een Aandeel, een Beperkt Recht op een Aandeel of een certificaat van een Aandeel door meerdere personen gezamenlijk wordt gehouden, kan de Vennootschap verlangen dat dergelijke deelgenoten aan één persoon een schriftelijke volmacht verstrekken om hen tegenover de Vennootschap te vertegenwoordigen.

13 OVERDRAAGBAARHEID VAN AANDELEN

De overdracht van Aandelen is op geen enkele wijze beperkt.

14 DIRECTIE

14.1 De Vennootschap wordt bestuurd door een Directie, bestaande uit één of meer Directeuren. Het aantal Directeuren wordt vastgesteld door de Raad van Commissarissen.

14.2 Slechts natuurlijke personen kunnen tot Directeur worden benoemd.

14.3 De Raad van Commissarissen benoemt één van de Directeuren tot CEO. Alleen Directeuren die in Duitsland woonachtig zijn, kunnen tot CEO worden benoemd. De Raad van Commissarissen kan de CEO ontslaan, met dien verstande dat de aldus ontslagen CEO in functie blijft als Directeur, zonder de titel CEO te hebben.

14.4 De Directeuren worden benoemd door de Algemene Vergadering.

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14.5 De benoeming van Directeuren geschiedt op basis van een voordracht van de Raad van Commissarissen, gemaakt met inachtneming van de in het diversiteitsbeleid van de Vennootschap neergelegde regels en beginselen voor de samenstelling van de Directie en de Raad van Commissarissen en met dien verstande dat ten minste de helft van de Directeuren, inclusief de CEO, in Duitsland woonachtig dient te zijn. De Algemene Vergadering kan te allen tijde besluiten dat een dergelijke voordracht een niet-bindend karakter heeft, welk besluit wordt genomen met een meerderheid van twee/derde van de uitgebrachte stemmen, welke stemmen meer dan de helft van het geplaatste kapitaal van de Vennootschap vertegenwoordigen. Na een besluit dat een voordracht een niet-bindend karakter heeft, zal de Raad van Commissarissen een nieuwe voordracht doen, wederom met inachtneming van de in het diversiteitsbeleid van de Vennootschap neergelegde regels en beginselen voor de samenstelling van de Directie en de Raad van Commissarissen en voorts met dien verstande dat bij benoeming ten minste de helft van de Directeuren, inclusief de CEO, in Duitsland woonachtig dient te zijn. In het geval dat de voordracht voor een vacature uit één kandidaat bestaat, leidt dit besluit tot voordracht tot benoeming van deze kandidaat, tenzij de voordracht niet-bindend wordt verklaard. Een tweede vergadering als bedoeld in artikel 120, lid 3 van Boek 2, kan niet bijeen worden geroepen.

14.6 In een Algemene Vergadering kan een besluit tot benoeming van een Directeur slechts worden genomen ten aanzien van kandidaten van wie de namen daartoe in de agenda van die Algemene Vergadering of de toelichting daarop zijn vermeld.

14.7 Een Directeur kan allen tijde worden geschorst en ontslagen door de Algemene Vergadering. Alvorens de Algemene Vergadering over het voorgenomen ontslag te raadplegen, wordt de betrokken Directeur in de gelegenheid gesteld zich in een Algemene Vergadering te verantwoorden. Daarbij kan hij zich doen bijstaan door een raadsman. Voor een besluit van de Algemene Vergadering tot schorsing of ontslag van een Directeur is een meerderheid vereist van ten minste twee/derde van de uitgebrachte stemmen die meer dan de helft van het geplaatste kapitaal van de Vennootschap vertegenwoordigen, tenzij een zodanig besluit is genomen op voordracht van de Raad van Commissarissen. Een tweede vergadering als bedoeld in artikel 120, lid 3 van Boek 2 kan niet worden bijeengeroepen.

14.8 De schorsing van een Directeur vervalt, indien de Algemene Vergadering niet binnen drie maanden na de datum van ingang van de schorsing besluit tot ontslag of tot opheffing of handhaving van de schorsing. Een schorsing kan voor ten hoogste drie maanden worden gehandhaafd, ingaande op de datum waarop het besluit tot handhaving van de schorsing werd genomen.

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14.9 De Algemene Vergadering kan een besluit tot schorsing, tot handhaving van een schorsing of tot ontslag van een Directeur slechts nemen met een meerderheid van ten minste twee derden van de uitgebrachte stemmen; deze meerderheid dient meer dan de helft van het geplaatste kapitaal te vertegenwoordigen.

Een voorstel tot schorsing, tot handhaving van een schorsing of tot ontslag kan niet in een tweede Algemene Vergadering, als bedoeld in artikel van 120 Boek 2, aan de orde worden gesteld, indien in de eerst gehouden Algemene Vergadering niet het in de vorige zin vermelde gedeelte van het geplaatste kapitaal was vertegenwoordigd.

14.10 De Raad van Commissarissen is ook bevoegd een Directeur te schorsen. Indien een Directeur door de Raad van Commissarissen is geschorst:

(a) kan het besluit tot verlenging of opheffing van de schorsing op ieder moment door de Algemene Vergadering worden genomen;

(b) geschiedt de in artikel 14.7 bedoelde verantwoording van de betrokken Directeur in de Algemene Vergadering.

14.11 De Algemene Vergadering stelt het beleid van de Vennootschap inzake de bezoldiging van de Directie vast met inachtneming van de wettelijke voorschriften daaromtrent.

14.12 De bezoldiging van de Directeuren wordt vastgesteld door de Raad van Commissarissen met inachtneming van het beleid als bedoeld in artikel 14.11.

14.13 De Raad van Commissarissen legt aan de Algemene Vergadering voorstellen ter goedkeuring voor, betreffende de bezoldiging van de Directie in de vorm van Aandelen of rechten tot het nemen van Aandelen. In dit voorstel moet ten minste zijn opgenomen het aantal Aandelen of rechten tot het nemen van Aandelen dat aan de Directie kan worden toegekend en welke criteria gelden voor dergelijke toekenningen of wijzigingen daarvan.

15 TAKEN EN BEVOEGDHEDEN VAN DE DIRECTIE. TEGENSTRIJDIG BELANG. BELET OF ONTSTENTENIS

15.1 Behoudens beperkingen volgens de Statuten is de Directie belast met het besturen van de Vennootschap.

15.2 Iedere Directeur is tegenover de Vennootschap gehouden tot een behoorlijke vervulling van de hem opgedragen taak.

15.3 De Directeuren zullen met inachtneming van deze Statuten een directiereglement vaststellen. Dit reglement mag afwijken van het bepaalde in artikel 15.4. In het directiereglement kan worden aangegeven met welke taken iedere Directeur meer in het bijzonder zal zijn belast. Een zodanige taakverdeling laat de gezamenlijke verantwoordelijkheid van alle Directeuren voor het gehele bestuur onverlet.

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15.4 Een meerhoofdige Directie vergadert zo dikwijls een Directeur dit wenst. Vergaderingen zullen worden gehouden in Duitsland, tenzij de Directie uitdrukkelijk anders heeft bepaald. Iedere Directeur kan een directievergadering bijeenroepen, mits dit schriftelijk aan ieder van de overige Directeuren geschiedt, onder vermelding van de te behandelen onderwerpen. De bijeenroeping vindt plaats op een termijn van ten minste drie dagen, waarbij de datum van oproeping en de vergaderdatum niet worden meegerekend. In bijzondere gevallen kan de oproepingstermijn worden verkort, indien alle in functie zijnde Directeuren daarmee instemmen. In een op geldige wijze bijeengeroepen vergadering kunnen besluiten worden genomen omtrent alle aangekondigde onderwerpen, ongeacht het aantal Directeuren dat ter vergadering aanwezig of vertegenwoordigd is.

15.5 Iedere Directeur kan zich ter vergadering door een andere Directeur doen vertegenwoordigen door het verlenen van een schriftelijke volmacht. In de volmacht kan slechts één vergadering worden vermeld, waarop zij betrekking heeft.

15.6 In vergaderingen van de Directie heeft iedere Directeur recht op het uitbrengen van één stem, behoudens het bepaalde in artikel 15.8.

15.7 Ongeldige stemmen, blanco stemmen en onthoudingen van stemmen worden niet als uitgebrachte stemmen meegeteld. Directeuren die een ongeldige of blanco stem hebben uitgebracht of die zich van stemming hebben onthouden, worden meegeteld bij de vaststelling van het aantal Directeuren dat in een vergadering van de Directie aanwezig of vertegenwoordigd is.

15.8 Een meerhoofdige Directie besluit met volstrekte meerderheid van de uitgebrachte stemmen. Bij staking van stemmen heeft de CEO een beslissende stem, met dien verstande dat de CEO niet meer stemmen kan uitbrengen dan de overige Directeuren gezamenlijk. Anders komt het besluit niet tot stand.

15.9 Vergaderingen van de Directie kunnen worden gehouden door middel van audiocommunicatiefaciliteiten, tenzij een of meer Directeuren zich tegen deze wijze van vergaderen verzet(ten).

15.10 Directeuren kunnen alle besluiten die zij in vergadering kunnen nemen, ook buiten vergadering nemen, al dan niet langs elektronische weg, mits alle Directeuren bekend zijn met het te nemen besluit en ieder van hen instemt met deze wijze van besluitvorming en het besluit met de statutair vereiste meerderheid van de uitgebrachte stemmen wordt genomen. Een aldus genomen besluit dient door de betrokkenen schriftelijk te worden vastgelegd en ten kantore van de Vennootschap te worden bewaard. De bescheiden zijn voor iedere Directeur ter inzage.

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15.11 Ingeval van belet of ontstentenis van één of meer Directeuren zijn de overige Directeuren of is de enig overblijvende Directeur tijdelijk met het bestuur van de Vennootschap belast.

Ingeval van belet of ontstentenis van alle Directeuren of van de enig Directeur is de persoon die daartoe door de Raad van Commissarissen, al dan niet uit zijn midden, is of wordt aangewezen, tijdelijk met het bestuur van de Vennootschap belast. Bij gebreke van een aanwijzing door de Raad van Commissarissen, wordt de in de vorige zin bedoelde persoon aangewezen door de Algemene Vergadering; de Algemene Vergadering is in die aanwijzing geheel vrij.

Het in de statuten omtrent de Directie en de Directeur(en) bepaalde is op de in dit lid bedoelde persoon van overeenkomstige toepassing. Voorts dient hij zo spoedig mogelijk een Algemene Vergadering bijeen te roepen waarin kan worden besloten over de benoeming van één of meer Directeuren.

15.12 Een Directeur wordt geacht niet te kunnen handelen als bedoeld in artikel 15.11:

(a) gedurende het bestaan van een vacature in de Directie, onder meer ten gevolge van:

(i) zijn overlijden;

(ii) zijn ontslag door de Algemene Vergadering, anders dan op voorstel van de Raad van Commissarissen; of

(iii) zijn vrijwillig aftreden vóór het verstrijken van de termijn waarvoor hij is benoemd;

(iv) het niet worden herbenoemd door de Algemene Vergadering, niettegenstaande een (bindende) voordracht daartoe van de Raad van Commissarissen,

met dien verstande dat de Raad van Commissarissen te allen tijde kan besluiten het aantal Directeuren zodanig te verminderen dat een vacature niet meer bestaat; of

(b) gedurende zijn schorsing; of

(c) in een periode waarin de Vennootschap geen contact met hem heeft kunnen opnemen (ziekte daaronder begrepen), mits die periode langer heeft geduurd dan vijf aaneengesloten dagen (of een zodanige andere periode als door de Raad van Commissarissen op grond van de relevante feiten en omstandigheden bepaald).

15.13 Een Directeur neemt niet deel aan de beraadslaging en besluitvorming van de Directie over een aangelegenheid waarbij hij een direct of indirect persoonlijk belang heeft dat tegenstrijdig is met het belang van de Vennootschap en de met haar verbonden onderneming. Indien dientengevolge geen besluit door de Directie kan worden genomen, wordt het besluit genomen door de Raad van Commissarissen.

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15.14 De Directie en de Raad van Commissarissen verschaffen aan de Algemene Vergadering alle door haar gewenste inlichtingen, tenzij een zwaarwichtig belang van de Vennootschap zich daartegen verzet.

16 VERTEGENWOORDIGING

16.1 De Directie vertegenwoordigt de Vennootschap. De bevoegdheid tot vertegenwoordiging komt mede toe aan de CEO afzonderlijk, alsmede aan twee andere Directeuren gezamenlijk handelend.

De Directie is, indien zij uit meerdere leden bestaat, bevoegd volmachten te verlenen aan een of meer Directeuren om de Vennootschap binnen de grenzen van die volmacht te vertegenwoordigen.

16.2 De Directie kan volmacht verlenen aan een of meer personen en kan deze volmacht wijzigen of intrekken.

17 BEPERKINGEN VAN DE BESTUURSBEVOEGDHEID

17.1 Elk besluit van de Directie omtrent een belangrijke verandering van de identiteit of het karakter van de Vennootschap, waaronder ten minste de in artikel 107a van Boek 2 genoemde gebeurtenissen, behoeft de goedkeuring van de Algemene Vergadering.

17.2 Voorts is de voorafgaande goedkeuring van de Raad van Commissarissen vereist voor de volgende besluiten van de Directie:

(a) het doen van een voorstel aan de Algemene Vergadering met betrekking tot:

(i) de uitgifte van Aandelen of het verlenen van rechten tot het nemen van Aandelen;

(ii) de beperking of uitsluiting van voorkeursrechten;

(iii) het aanwijzen of verlenen van een machtiging als bedoeld in respectievelijk de artikelen 8.1, 8.3, 9.7, 9.9, 10.2 en 10.4;

(iv) het verminderen van het geplaatste aandelenkapitaal van de Vennootschap;

(v) het doen van een uitkering ten laste van de winst of reserves van de Vennootschap;

(vi) de vaststelling dat een uitkering geheel of gedeeltelijk, in plaats van in geld, zal geschieden in de vorm van Aandelen of in de vorm van activa;

(vii) de wijziging van deze Statuten;

(viii) het aangaan van een fusie of een splitsing;

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(ix) de opdracht van de Directie tot het aanvragen van het faillissement van de Vennootschap;

(x) de ontbinding van de Vennootschap;

(b) de uitgifte van Aandelen of het verlenen van rechten tot het nemen van Aandelen;

(c) de beperking of uitsluiting van voorkeursrechten;

(d) de verwerving van Aandelen door de Vennootschap in haar eigen kapitaal, met inbegrip van de vaststelling van de waarde van een niet-geldelijke vergoeding voor een dergelijke verwerving;

(e) de opstelling of wijziging van het in artikel 15.3 bedoelde directiereglement;

(f) het verrichten van de rechtshandelingen beschreven in artikel 17.1 en 17.4;

(g) het ten laste van de reserves van de Vennootschap brengen van bedragen die op Aandelen moeten worden gestort;

(h) het doen van een tussentijdse uitkering; of

(i) zodanige andere besluiten van de Directie die de Raad van Commissarissen bij een daartoe strekkend besluit zal hebben gespecificeerd en aan de Directie zal hebben medegedeeld.

Het ontbreken van enige ingevolge artikel 17.1 en dit artikel 17.2 vereiste goedkeuring tast de vertegenwoordigingsbevoegdheid als bedoeld in artikel 16.1 niet aan.

17.3 De Raad van Commissarissen kan bepalen dat ook andere besluiten van de Directie dan die bedoeld in artikel 17.2 aan zijn voorafgaande goedkeuring zijn onderworpen, mits de Raad van Commissarissen zodanige besluiten nauwkeurig omschrijft en de Directie daarvan in kennis stelt.

17.4 De Directie kan besluiten tot het aangaan van de in artikel 94 van Boek 2 bedoelde rechtshandelingen. De Directie kan voorts de in artikel 94 van Boek 2 bedoelde rechtshandelingen verrichten.

17.5 De Directie is verplicht de door de Raad van Commissarissen gegeven aanwijzingen betreffende de algemene lijnen van het te voeren financiële, sociale, economische en personeelsbeleid op te volgen.

18 RAAD VAN COMMISSARISSEN - SAMENSTELLING

18.1 De Vennootschap heeft een Raad van Commissarissen die bestaat uit een of meer Commissarissen. De Raad van Commissarissen bestaat uit natuurlijke personen.

18.2 De Raad van Commissarissen bepaalt het aantal Commissarissen.

18.3 De Raad van Commissarissen benoemt een Commissaris als de Voorzitter. De Raad van Commissarissen kan de Voorzitter ontslaan, met dien verstande dat de aldus ontslagen Voorzitter vervolgens zijn termijn als Commissaris voortzet zonder de titel van Voorzitter te hebben.

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18.4 Ingeval van ontstentenis of belet van een Commissaris, kan hij tijdelijk worden vervangen door een daartoe door de Raad van Commissarissen aangewezen persoon en, tot dat moment, is/zijn de andere Commissaris(sen) belast met het toezicht op de Vennootschap. Ingeval van ontstentenis of belet van alle Commissarissen, komt het toezicht op de Vennootschap toe aan de gewezen Commissaris die meest recentelijk ophield in functie te zijn als de Voorzitter, mits hij bereid en in staat is om die functie te accepteren, en die een of meer andere personen kan aanwijzen als zijnde belast met het toezicht op de Vennootschap (in plaats van, of tezamen met die gewezen Commissaris). Degene(n) die belast is/zijn met het toezicht op de Vennootschap op grond van de vorige volzin houdt/houden op die functie te vervullen wanneer de Algemene Vergadering een of meer personen als Commissaris(sen) heeft benoemd. Artikel 15.12 is van overeenkomstige toepassing.

19 RAAD VAN COMMISSARISSEN - BENOEMING, SCHORSING EN ONTSLAG

19.1 De Algemene Vergadering benoemt de Commissarissen en kan te allen tijde iedere Commissaris schorsen of ontslaan.

19.2 Algemene Vergadering kan een Commissaris slechts benoemen op voordracht van de Raad van Commissarissen, welke voordracht plaatsvindt met inachtneming van de door de Raad van Commissarissen vastgestelde regels en principes in het diversiteitsbeleid van de Vennootschap voor de samenstelling van de Directie en de Raad van Commissarissen en de profielschets voor de samenstelling van de Raad van Commissarissen. De Algemene Vergadering kan te allen tijde besluiten een dergelijke voordracht niet-bindend te maken met een meerderheid van ten minste twee/derde van de uitgebrachte stemmen die meer dan de helft van het geplaatste kapitaal vertegenwoordigen. Indien een voordracht niet-bindend wordt gemaakt, wordt door de Raad van Commissarissen een nieuwe voordracht opgemaakt. Een tweede vergadering als bedoeld in artikel 120 lid 3 van Boek 2 kan niet worden bijeengeroepen.

19.3 Bij het opmaken van een voordracht tot benoeming van een Commissaris worden met betrekking tot de kandidaat de volgende gegevens medegedeeld:

(a) zijn leeftijd en beroep;

(b) de totale nominale waarde van de Aandelen die hij bezit;

(c) zijn huidige en vroegere betrekkingen, voor zover die relevant zijn voor de vervulling van de taken van een Commissaris;

(d) de namen van de rechtspersonen aan welke hij reeds als Commissaris of als niet uitvoerende Bestuurder is verbonden; indien zich daaronder rechtspersonen bevinden die deel uitmaken van dezelfde groep, kan met de aanduiding van de naam van de groep worden voldaan.

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De voordracht dient met redenen te zijn omkleed. In geval van herbenoeming wordt rekening gehouden met de wijze waarop de kandidaat zijn taak als Commissaris heeft vervuld.

19.4 In een Algemene Vergadering kan een besluit tot benoeming van een Commissaris slechts worden genomen ten aanzien van kandidaten van wie de namen daartoe in de agenda van die Algemene Vergadering of in de toelichting daarop zijn vermeld.

19.5 Een besluit van de Algemene Vergadering tot schorsing of ontslag van een Commissaris kan slechts worden genomen met een meerderheid van ten minste twee/derde van de uitgebrachte stemmen die meer dan de helft van het geplaatste kapitaal vertegenwoordigen, tenzij het besluit is genomen op voorstel van de Raad van Commissarissen. Een tweede vergadering als bedoeld in artikel 120 lid 3 van Boek 2 kan niet worden bijeengeroepen.

19.6 Indien een Commissaris is geschorst en de Algemene Vergadering niet binnen drie maanden na de datum van zijn schorsing tot zijn ontslag besluit, vervalt de schorsing.

20 RAAD VAN COMMISSARISSEN - TAKEN EN ORGANISATIE

20.1 De Raad van Commissarissen is belast met het toezicht op het beleid van de Directie en op de algemene gang van zaken in de Vennootschap en de met haar verbonden onderneming. De Raad van Commissarissen staat de Directie met raad terzijde. Bij de vervulling van hun taak richten de Commissarissen zich naar het belang van de Vennootschap en de met haar verbonden onderneming.

20.2 De Directie verschaft de Raad van Commissarissen tijdig de voor de uitoefening van diens taak noodzakelijke gegevens. De Directie stelt ten minste een keer per jaar de Raad van Commissarissen schriftelijk op de hoogte van de hoofdlijnen van het strategisch beleid, de algemene en financiële risico' s en het beheers- en controlesysteem van de Vennootschap.

20.3 De Raad van Commissarissen stelt een reglement van de Raad van Commissarissen vast betreffende zijn organisatie, besluitvorming en overige interne aangelegenheden, met inachtneming van deze Statuten. Bij de vervulling van hun taak dienen de Commissarissen te handelen met inachtneming van dit reglement.

20.4 De Raad van Commissarissen stelt de commissies in die de Vennootschap verplicht is te hebben en voor het overige zodanige commissies als de Raad van Commissarissen passend acht. De Raad van Commissarissen stelt reglementen op (en/of neemt deze op in het reglement van de Raad van Commissarissen) met betrekking tot de organisatie, besluitvorming en overige interne aangelegenheden van zijn commissies.

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21 RAAD VAN COMMISSARISSEN - BESLUITVORMING

21.1 Onverminderd artikel 21.5 kan iedere Commissaris één stem uitbrengen in de besluitvorming van de Raad van Commissarissen.

21.2 Een Commissaris kan zich door een andere Commissaris bij schriftelijke volmacht doen vertegenwoordigen bij de beraadslaging en besluitvorming van de Raad van Commissarissen.

21.3 Besluiten van de Raad van Commissarissen worden, ongeacht of dit in een vergadering of anderszins geschiedt, genomen met gewone meerderheid van uitgebrachte stemmen, tenzij het reglement van de Raad van Commissarissen anders bepaalt.

21.4 Ongeldige stemmen, blanco stemmen en onthoudingen van stemmen worden niet als uitgebrachte stemmen geteld. Commissarissen die een ongeldige of blanco stem hebben uitgebracht of die zich van stemming hebben onthouden, worden meegeteld bij de vaststelling van het aantal Commissarissen dat aanwezig of vertegenwoordigd is in een vergadering van de Raad van Commissarissen

21.5 Bij staking van stemmen in de Raad van Commissarissen heeft de Voorzitter een beslissende stem, met dien verstande dat de Voorzitter niet meer stemmen kan uitbrengen dan de overige Commissarissen gezamenlijk. Anders komt het besluit niet tot stand.

21.6 Een Commissaris neemt niet deel aan de beraadslaging en besluitvorming van de Raad van Commissarissen over een aangelegenheid waarbij hij een direct of indirect persoonlijk belang heeft dat tegenstrijdig is met het belang van de Vennootschap en de met haar verbonden onderneming. Indien dientengevolge door de Raad van Commissarissen geen besluit kan worden genomen, kan het besluit niettemin door de Raad van Commissarissen worden genomen alsof geen van de Commissarissen een tegenstrijdig belang heeft als bedoeld in de vorige zin.

21.7 Vergaderingen van de Raad van Commissarissen kunnen worden gehouden door middel van audiocommunicatiefaciliteiten, tenzij een Commissaris zich daartegen verzet.

21.8 Besluiten van de Raad van Commissarissen kunnen, in plaats van in vergadering, schriftelijk worden genomen, mits alle commissarissen met het te nemen besluit bekend zijn en geen van hen zich tegen deze besluitvorming verzet. De artikelen 21.1 tot en met 21.6 zijn van overeenkomstige toepassing.

22 RAAD VAN COMMISSARISEN - BEZOLDIGING

De Algemene Vergadering kan aan de Commissarissen een bezoldiging toekennen.

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23 VRIJWARING

23.1 De Vennootschap zal elk van haar Gevrijwaarde Functionarissen vrijwaren tegen en schadeloosstellen voor:

(a) alle financiële verliezen of schade geleden door een zodanige Gevrijwaarde Functionaris; en

(b) alle kosten die redelijkerwijs door een zodanige Gevrijwaarde Functionaris zijn betaald of verschuldigd in verband met een dreigende, aanhangige of beëindigde rechtszaak, vordering, actie of gerechtelijke procedure van civielrechtelijke, strafrechtelijke, administratieve of andere aard, formeel of informeel waarin hij betrokken raakt, voor zover dit verband houdt met zijn huidige of voormalige functie bij de Vennootschap en/of een Groepsmaatschappij en in elk geval voor zover toegestaan onder de toepasselijke wetgeving.

23.2 Geen enkele schadeloosstelling zal worden gegeven aan een Gevrijwaarde Functionaris:

(a) indien een bevoegde rechtbank of arbitrage tribunaal, zonder de mogelijkheid (meer) te hebben om in hoger beroep te gaan, heeft vastgesteld dat het handelen of nalaten van die Gevrijwaarde Functionaris dat heeft geleid tot de financiële verliezen, schade, kosten, rechtszaak, vordering, actie of gerechtelijke procedure als omschreven in artikel 23.1, van opzettelijk onrechtmatige aard is (zijnde het handelen of nalaten dat wordt beschouwd als opzet, grove nalatigheid, bewuste roekeloosheid en/of ernstig verwijtbaar handelen of nalaten dat aan die Gevrijwaarde Functionaris kan worden toegerekend);

(b) voor zover zijn financiële verliezen, schade en kosten door een verzekering zijn gedekt en de betrokken verzekeraar deze financiële verliezen, schade en kosten heeft vergoed of terugbetaald (of zich daartoe onherroepelijk heeft verbonden);

(c) met betrekking tot procedures die door deze Gevrijwaarde Functionaris tegen de Vennootschap worden aangespannen, met uitzondering van procedures die worden aangespannen ter uitvoering van vrijwaringen waarop hij krachtens deze Statuten recht heeft, op grond van een overeenkomst tussen deze Gevrijwaarde Functionaris en de Vennootschap die door de Directie is goedgekeurd of op grond van een verzekering die de Vennootschap heeft gesloten ten behoeve van deze Gevrijwaarde Functionaris;

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(d) voor financiële verliezen, schade of onkosten in verband met een schikking van een procedure die zonder voorafgaande toestemming van de Vennootschap tot stand is gekomen.

23.3 De Directie kan nadere voorwaarden en beperkingen stellen aan de vrijwaring als bedoeld in artikel 23.1.

ALGEMENE VERGADERING

24 OPROEPING EN PLAATS VAN DE ALGEMENE VERGADERING

24.1 Algemene Vergaderingen worden zo dikwijls gehouden als de Directie of een Directeur dan wel de Raad van Commissarissen of een Commissaris zulks wenst. De bevoegdheid tot bijeenroeping van de Algemene Vergadering komt toe aan de Directie, aan iedere Directeur afzonderlijk, aan de Raad van Commissarissen en aan iedere Commissaris afzonderlijk.

24.2 De Directie moet een Algemene Vergadering bijeenroepen:

(a) indien één of meer Aandeelhouders die gezamenlijk ten minste het wettelijk voorgeschreven gedeelte van het aandelenkapitaal van de Vennootschap vertegenwoordigen, daartoe een verzoek indienen bij de Directie, onder nauwkeurige opgave van de te behandelen onderwerpen;

(b) binnen drie maanden nadat het voor haar aannemelijk is dat het eigen vermogen van de Vennootschap is gedaald tot een bedrag gelijk aan of lager dan de helft van het gestorte en opgevraagde deel van het kapitaal ter bespreking van zo nodig te nemen maatregelen.

Een gelijke plicht rust op de Raad van Commissarissen. Indien de Algemene Vergadering niet binnen zes weken na het verzoek, als hiervoor onder (a) bedoeld, wordt gehouden, zijn de verzoekers - met inachtneming van de wet en de statuten - zelf bevoegd de Algemene Vergadering bijeen te roepen zonder daartoe de machtiging van de president van de rechtbank nodig te hebben. Op een bijeenroeping als in de vorige zin bedoeld, is het bepaalde in artikel 24.3 van overeenkomstige toepassing.

24.3 Tot het bijwonen van de Algemene Vergadering dient iedere Aandeelhouder en eenieder aan wie het recht tot het bijwonen van de Algemene Vergadering toekomt te worden opgeroepen. De oproeping dient niet later te geschieden dan op de vijftiende dag voor de dag waarop de vergadering wordt gehouden.

De oproeping geschiedt door middel van oproepingsbrieven. Deze vermelden de datum en de plaats van de vergadering en het aanvangstijdstip.

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De in de vergadering te behandelen onderwerpen worden vermeld in de oproepingsbrieven of door middel van een afzonderlijke brief ter kennis van de Aandeelhouders gebracht binnen de voor de oproeping gestelde termijn. Aandeelhouders kunnen worden opgeroepen door een langs elektronische weg toegezonden bericht overeenkomstig artikel 113 lid 4 van Boek 2.

Personen die tot de Algemene Vergadering zijn opgeroepen en die gezamenlijk ten minste het wettelijk voorgeschreven gedeelte van het geplaatste aandelenkapitaal van de Vennootschap vertegenwoordigen, kunnen door de Directie of door de Raad van Commissarissen de onderwerpen die zij ter vergadering behandeld willen zien, op de agenda doen plaatsen, mits zij die onderwerpen niet later aan de Directie respectievelijk de Raad van Commissarissen opgeven dan zestig dagen voor de dag waarop de vergadering, bestemd tot hun behandeling, wordt gehouden.

Mededelingen die krachtens de wet of de statuten moeten worden gericht aan de Algemene Vergadering, kunnen geschieden door opneming in de oproepingsbrieven.

24.4 Personen aan wie het recht toekomt Algemene Vergaderingen bij te wonen en die hun in de artikelen 24.2 en 24.3 omschreven rechten willen uitoefenen, dienen eerst met de Directie overleg te plegen. Indien de voorgenomen uitoefening van deze rechten zou kunnen leiden tot wijziging van de strategie van de Vennootschap, onder meer door het ontslag van een of meer Directeuren of Commissarissen, wordt de Directie in de gelegenheid gesteld een redelijke termijn in te roepen om op een dergelijk voornemen te reageren. Deze termijn zal de daarvoor in de Nederlandse wet en/of de Corporate Governance Code gestelde termijn niet overschrijden. De betrokken

Vergadergerechtigde(n) dient/dienen de door de Directie ingeroepen reactietermijn in acht te nemen. Indien daarop een beroep wordt gedaan, zal de Directie deze responstijd gebruiken voor nader beraad en constructief overleg, in ieder geval met de betrokken Vergadergerechtigde(n), en zal zij de alternatieven verkennen. Na afloop van de responstijd brengt de Directie over dit overleg en de verkenning van alternatieven verslag uit aan de Algemene Vergadering. Hierop wordt toezicht gehouden door de Raad van Commissarissen. De responstijd kan per Algemene Vergadering slechts eenmaal worden ingeroepen en is niet van toepassing in de situaties die de Nederlandse wet en/of de Nederlandse Corporate Governance Code daarvoor voorschrijft.

24.5 Is de oproepingstermijn niet in acht genomen of heeft de oproeping niet of niet op de juiste wijze plaatsgehad, dan kunnen niettemin wettige besluiten worden genomen, ook ten aanzien van onderwerpen die niet of niet op de voorgeschreven wijze zijn aangekondigd, mits een zodanig besluit wordt genomen met algemene stemmen in een Algemene Vergadering waarin het gehele geplaatste kapitaal is vertegenwoordigd.

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24.6 De Algemene Vergaderingen worden gehouden in de gemeente waar de Vennootschap haar statutaire zetel heeft of te Rotterdam, 's-Gravenhage, op de luchthaven Schiphol in de gemeente Haarlemmermeer. Onverminderd het bepaalde in artikel 24.5 is een besluit, genomen in een elders - in of buiten Nederland - gehouden Algemene Vergadering, slechts geldig indien het gehele geplaatste kapitaal vertegenwoordigd is.

25 TOELATING TOT EEN VOORZITTERSCHAP VAN DE ALGEMENE VERGADERING

25.1 Aandeelhouders en eenieder aan wie het recht tot het bijwonen van de Algemene Vergadering toekomt hebben toegang tot de Algemene Vergadering. Toegang hebben de Directeuren en de Commissarissen, behoudens de Directeuren en/of de Commissarissen die geschorst zijn, alsmede eenieder die door de voorzitter van de desbetreffende vergadering is uitgenodigd om de Algemene Vergadering of een gedeelte daarvan bij te wonen.

25.2 Indien een Aandeelhouder of iemand aan wie de rechten tot het bijwonen van Algemene Vergaderingen toekomen, een Algemene Vergadering bij volmacht wenst bij te wonen, dient hij een daartoe strekkende schriftelijke volmacht te verlenen, die aan de Voorzitter van de betreffende vergadering moet worden overhandigd.

25.3 De Algemene Vergadering wordt geleid door de Voorzitter dan wel door de door de CEO of door een door de Raad van Commissarissen, al dan niet uit zijn midden, aan te wijzen persoon. Is de Voorzitter of CEO niet aanwezig en laat de Raad van Commissarissen een aanwijzing als evenbedoeld achterwege, dan voorziet de Algemene Vergadering zelf in haar leiding.

25.4 Het ter vergadering uitgesproken oordeel van de voorzitter van die vergadering omtrent de uitslag van een stemming is beslissend. Hetzelfde geldt voor de inhoud van een genomen besluit, voor zover werd gestemd over een niet schriftelijk vastgelegd voorstel. Wordt echter onmiddellijk na het uitspreken van evengemeld oordeel de juistheid daarvan betwist, dan vindt een nieuwe stemming plaats, wanneer de meerderheid der vergadering of - indien de oorspronkelijke stemming niet hoofdelijk of schriftelijk geschiedde - een stemgerechtigde aanwezige dit verlangt. Door deze nieuwe stemming vervallen de rechtsgevolgen van de oorspronkelijke stemming.

25.5 Tenzij van het verhandelde ter vergadering een notarieel proces-verbaal wordt opgemaakt of tenzij de voorzitter van die vergadering zelf de notulen wenst te houden, wijst deze voorzitter een persoon aan die met het houden van de notulen wordt belast. De notulen worden in dezelfde vergadering of in een volgende vergadering door de Algemene Vergadering vastgesteld, ten blijke waarvan de notulen worden getekend door de voorzitter en de secretaris van de vergadering waarin de notulen werden vastgesteld. Indien de Algemene Vergadering, de Raad van Commissarissen of de Directie besluit van het verhandelde in een Algemene Vergadering een notarieel proces-verbaal te doen opmaken, of indien een of meer Aandeelhouders die gezamenlijk ten minste een tiende gedeelte van het geplaatste kapitaal vertegenwoordigen daartoe besluiten, zal de Directie aan een notaris opdracht geven zodanig proces-verbaal op te maken. De kosten van het notarieel proces-verbaal komen ten laste van de Vennootschap.

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25.6 De Directie houdt een notulenboek waarin de vastgestelde notulen van elke Algemene Vergadering zijn opgenomen en waarin tevens een afschrift wordt ingevoegd van elk notarieel proces-verbaal dat van een Algemene Vergadering is opgemaakt. Het notulenboek ligt ten kantore van de Vennootschap ter inzage van de Aandeelhouders en van eenieder aan wie het recht tot het bijwonen van de Algemene Vergadering toekomt. Aan ieder van hen wordt desgevraagd, tegen ten hoogste de kostprijs, een afschrift of uittreksel verstrekt van de notulen van een Algemene Vergadering.

25.7 Iedere Aandeelhouder is bevoegd om in persoon of bij een door een schriftelijk gevolmachtigde door middel van een elektronisch communicatiemiddel aan de Algemene Vergadering deel te nemen, daarin het woord te voeren en het stemrecht uit te oefenen. Houders van onderaandelen die tezamen de nominale waarde van een Aandeel vertegenwoordigen, oefenen deze rechten gezamenlijk uit, hetzij door één van hen, hetzij door de houder van een schriftelijke volmacht.

25.8 Voor de toepassing van artikel 25.7 is vereist dat de Aandeelhouder via een zodanig elektronisch communicatiemiddel kan worden geïdentificeerd, rechtstreeks kan kennisnemen van de verhandelingen ter vergadering en het stemrecht kan uitoefenen.

25.9 De Directie kan voorwaarden stellen aan het gebruik van het elektronisch communicatiemiddel, welke bij de oproeping bekend worden gemaakt

25.10 De Directie kan tevens besluiten dat stemmen die voorafgaand aan de Algemene Vergadering via een elektronisch communicatiemiddel of bij brief worden uitgebracht, worden beschouwd als stemmen die tijdens de Algemene Vergadering worden uitgebracht. Deze stemmen worden niet voor de Registratiedatum uitgebracht.

25.11 Voor de toepassing van de artikelen 25.7 tot en met 25.10 worden als stem- en/of vergadergerechtigden beschouwd zij die op de Registratiedatum stemrechten hebben en/of rechten hebben om de Algemene Vergaderingen bij te wonen en als zodanig zijn ingeschreven in een door de Directie aangewezen register, ongeacht wie ten tijde van de Algemene Vergadering rechthebbende op de Aandelen of certificaten zijn. Tenzij Nederlands recht anders voorschrijft, staat het de Directie vrij om bij het bijeenroepen van een Algemene Vergadering te bepalen of de vorige volzin van toepassing is.

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25.12 Iedere persoon aan wie het recht toekomt Algemene Vergaderingen bij te wonen dient de Vennootschap schriftelijk in kennis te stellen van zijn identiteit en zijn voornemen de Algemene Vergadering bij te wonen. Deze kennisgeving dient uiterlijk op de zevende dag vóór die van de Algemene Vergadering door de Vennootschap te zijn ontvangen, tenzij bij de oproeping tot die Algemene Vergadering anders is bepaald. Personen aan wie het recht toekomt Algemene Vergaderingen bij te wonen die niet aan dit vereiste hebben voldaan, kan de toegang tot de Algemene Vergadering worden geweigerd.

26 STEMRECHT. BESLUITVORMING

26.1 Elk Aandeel geeft recht op het uitbrengen van één stem. Houders van onderaandelen die tezamen de nominale waarde van een Aandeel vertegenwoordigen, oefenen deze rechten gezamenlijk uit, hetzij door een van hen, hetzij door de houder van een schriftelijke volmacht.

26.2 Voor een Aandeel dat toebehoort aan de Vennootschap of aan een Dochtermaatschappij kan in de Algemene Vergadering geen stem worden uitgebracht; evenmin voor een Aandeel waarvan één van hen de certificaten houdt. Vruchtgebruikers en pandhouders van Aandelen die aan de Vennootschap of een Dochtermaatschappij toebehoren, zijn evenwel niet van hun stemrecht uitgesloten, indien het vruchtgebruik of pandrecht was gevestigd voordat het Aandeel aan de Vennootschap of een Dochtermaatschappij daarvan toebehoorde.

De Vennootschap of een Dochtermaatschappij kan geen stem uitbrengen voor een Aandeel waarop zij een pandrecht of vruchtgebruik heeft.

26.3 Bij de vaststelling in hoeverre Aandeelhouders stemmen, aanwezig of vertegenwoordigd zijn of in hoeverre het aandelenkapitaal vertegenwoordigd is, wordt geen rekening gehouden met Aandelen waarvoor geen stem kan worden uitgebracht.

26.4 De Algemene Vergadering besluit met volstrekte meerderheid van de uitgebrachte stemmen, voor zover de wet of deze statuten geen grotere meerderheid voorschrijven. Indien en voor zolang de Vennootschap onderworpen is aan de regels en vereisten van een effectenbeurs en deze effectenbeurs vereist dat de Vennootschap een quorum heeft voor de Algemene Vergadering, kan de Algemene Vergadering, met inachtneming van enige bepaling van dwingend Nederlands recht en enig hoger quorum voorgeschreven in deze statuten, slechts besluiten nemen indien ten minste een derde van de geplaatste en uitstaande aandelen in het kapitaal van de Vennootschap aanwezig of vertegenwoordigd is in de Algemene Vergadering. Een tweede vergadering zoals bedoeld in artikel 120 lid 3 van Boek 2 kan niet worden bijeengeroepen.

26.5 Blanco stemmen, ongeldige stemmen en onthoudingen van stemmen worden als niet uitgebracht aangemerkt.

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26.6 Stemmingen over zaken - schorsing en ontslag van personen daaronder begrepen - geschieden mondeling en stemmingen over personen geschieden bij ongetekende gesloten briefjes, tenzij de voorzitter een andere wijze van stemming vaststelt en geen van de ter vergadering aanwezigen zich daartegen verzet.

26.7 Staken de stemmen bij de verkiezing van personen, dan vindt in dezelfde vergadering één maal een nieuwe stemming plaats; staken de stemmen dan opnieuw, dan beslist - onverminderd het bepaalde in de volgende zin - het lot.

Indien bij verkiezing tussen meer dan twee personen niemand de volstrekte meerderheid van de uitgebrachte stemmen op zich heeft verenigd, vindt herstemming plaats tussen de twee personen die het grootste aantal stemmen op zich verenigden, zonodig na tussenstemming en/of loting.

Staken de stemmen omtrent een ander voorstel dan hiervoor in dit lid bedoeld, dan is dat voorstel verworpen.

26.8 Waar de statuten bepalen dat de geldigheid van een besluit mede afhankelijk is van het ter vergadering vertegenwoordigde gedeelte van het geplaatste kapitaal en dit gedeelte niet vertegenwoordigd was, kan voor zover elders in deze statuten niet het tegendeel is bepaald ten aanzien van een aldaar specifiek aangeduid onderwerp - een tweede vergadering worden bijeengeroepen en gehouden, waarin het besluit kan worden genomen onafhankelijk van het in die vergadering vertegenwoordigde gedeelte van het geplaatste kapitaal.

Bij de oproeping tot de tweede vergadering moet worden vermeld dat en waarom daarin een besluit kan worden genomen onafhankelijk van het in die vergadering vertegenwoordigde gedeelte van het geplaatste kapitaal.

De oproeping tot de tweede vergadering heeft eerst plaats na afloop van de eerste vergadering. De tweede vergadering dient binnen zes weken na afloop van de eerste vergadering te worden gehouden.

27 BESLUITVORMING BUITEN VERGADERING

27.1 Tenzij de Vennootschap heeft meegewerkt aan de uitgifte van certificaten van Aandelen in haar kapitaal, kunnen stemgerechtigde Aandeelhouders, alle besluiten die zij in een Algemene Vergadering kunnen nemen, ook buiten vergadering nemen, mits ieder aan wie het recht toekomt Algemene Vergaderingen bij te wonen met deze wijze van besluitvorming heeft ingestemd. De instemming met de wijze van besluitvorming en de stemmen kunnen ook langs elektronische weg worden uitgebracht. De leden van de Directie en de Raad van Commissarissen worden voorafgaand aan de besluitvorming in de gelegenheid gesteld om advies uit te brengen

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27.2 In geval van besluitvorming buiten de vergadering, worden de stemmen schriftelijk uitgebracht. Aan het vereiste van schriftelijkheid van de stemmen wordt tevens voldaan indien het besluit onder vermelding van de wijze waarop ieder der Aandeelhouders stemt schriftelijk of elektronisch is vastgesteld en door alle vergadergerechtigden is ondertekend.

28 ALGEMENE VERGADERING - BIJZONDERE BESLUITEN

28.1 Met inachtneming van artikel 17.2, kunnen de volgende besluiten door de Algemene Vergadering slechts worden genomen op voorstel van de Directie:

(a) de uitgifte van Aandelen of de toekenning van rechten om Aandelen te nemen; (b) het beperken of uitsluiten van voorkeursrechten;
(c) het aanwijzen of verlenen van een machtiging als bedoeld in respectievelijk de artikelen 8.1, 8.3, 9.7, 9.9, 10.2 en 10.4;
(d) het verminderen van het geplaatste aandelenkapitaal van de Vennootschap;

(e) het doen van een uitkering ten laste van de winst of reserves van de Vennootschap;

(f) het doen van een uitkering in de vorm van Aandelen of in de vorm van activa, in plaats van in geld;

(g) het wijzigen van deze Statuten;

(h) het aangaan van een fusie of een splitsing;

(i) de opdracht aan de Raad van Commissarissen om het faillissement van de Vennootschap aan te vragen; en

(j) de ontbinding van de Vennootschap.

28.2 Een onderwerp dat ingevolge de artikelen 24.2 en/of 24.3 bij de oproeping is vermeld of op dezelfde wijze is aangekondigd door of op verzoek van een of meer Aandeelhouders of anderen aan wie het recht toekomt Algemene Vergaderingen bij te wonen, wordt, voor de toepassing van artikel 28.1, niet geacht door de Directie te zijn voorgesteld, tenzij de Directie in de agenda van de desbetreffende Algemene Vergadering of in de toelichting daarop uitdrukkelijk te kennen heeft gegeven de behandeling van dat onderwerp te ondersteunen.

29 BOEKJAAR. JAARVERSLAGEN

29.1 Het boekjaar van de Vennootschap is het kalenderjaar.

29.2 Jaarlijks binnen vijf maanden na afloop van het boekjaar van de Vennootschap, behoudens verlenging van deze termijn met ten hoogste vijf maanden door de Algemene Vergadering op grond van bijzondere omstandigheden, maakt de Directie een Jaarrekening op en een bestuursverslag over dat boekjaar. Bij deze stukken worden de in artikel 392 lid 1 van Boek 2 bedoelde gegevens gevoegd. De Jaarrekening wordt ondertekend door ieder van de Directeuren en door ieder van de Commissarissen. Ontbreekt de handtekening van een Directeur en/of Commissaris, dan wordt daarvan onder opgave van reden melding gemaakt.

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29.3 De Vennootschap zorgt dat de Jaarrekening en het bestuursverslag en de krachtens artikel 392, Boek 2, toegevoegde gegevens zo spoedig mogelijk, doch uiterlijk vanaf de datum van oproeping tot de Algemene Vergadering bestemd tot hun behandeling en goedkeuring, ten kantore van de Vennootschap verkrijgbaar zijn. Aandeelhouders of andere vergadergerechtigden kunnen deze stukken ten kantore van de Vennootschap inzien en er kosteloos een afschrift van verkrijgen.

30 ACCOUNTANT

30.1 De Algemene Vergadering verleent aan een registeraccountant of een andere deskundige in de zin van artikel 393 van Boek 2 - beiden hierna te noemen: de **Deskundige** - dan wel aan een organisatie waarin zodanige Deskundigen samenwerken, de opdracht tot onderzoek van de Jaarrekening. Indien de Algemene Vergadering zodanige opdracht niet verleent, is de Raad van Commissarissen of–indien hij in gebreke blijft–de Directie bevoegd en verplicht zulks te doen. De Algemene Vergadering kan te allen tijde de in dit lid bedoelde opdracht intrekken en aan een andere deskundige verlenen

30.2 De deskundige brengt omtrent zijn onderzoek verslag uit aan de Directie en aan de Raad van Commissarissen en geeft de uitslag van zijn onderzoek in een verklaring weer.

30.3 In de gevallen waarin de wet zulks toestaat, kan de in artikel 30.1 bedoelde instructie achterwege blijven of kan de instructie worden gegeven aan een andere persoon dan de daarin bedoelde deskundige.

31 JAARVERGADERING. VASTSTELLING VAN DE JAARREKENING

31.1 Jaarlijks wordt ten minste één Algemene Vergadering gehouden, te houden binnen zes maanden na afloop van het laatst verstreken boekjaar van de Vennootschap; deze Algemene Vergadering wordt hierna aangeduid als de **Jaarvergadering**. De agenda van de Jaarvergadering bevat ten minste de volgende onderwerpen:

(a) indien een jaarverslag over het afgelopen boekjaar vereist is: bespreking van het jaarverslag;

(b) de goedkeuring van de Jaarrekening van het afgelopen begrotingsjaar;

(c) de bestemming van de in het afgelopen boekjaar behaalde winst, of de bepaling van de wijze van aanzuivering van het in dat boekjaar geleden verlies.

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31.2 De in artikel 31.1 genoemde onderwerpen hoeven niet op de agenda van de Jaarvergadering te worden vermeld indien de termijn voor het opmaken van de Jaarrekening is verlengd of indien een voorstel tot verlenging van die termijn op de agenda staat.

31.3 De Jaarrekening wordt vastgesteld door de Algemene Vergadering. Deze vaststelling strekt niet tot decharge van de Directeuren en de Commissarissen.

31.4 Indien een verklaring van een accountant is vereist bij de Jaarrekening en de Algemene Vergadering geen kennis heeft kunnen nemen van die verklaring, kan de Jaarrekening slechts worden vastgesteld indien in de overige toegevoegde gegevens een verklaring is opgenomen waarin een wettige reden voor het ontbreken van de verklaring wordt gegeven.

31.5 Indien de Jaarrekening na wijziging wordt vastgesteld, zijn afschriften van de gewijzigde Jaarrekening kosteloos verkrijgbaar voor de Aandeelhouders en eenieder aan wie het recht van deelname aan de Algemene Vergaderingen toekomt.

32 UITKERINGEN - ALGEMEEN

32.1 Een uitkering kan slechts geschieden voor zover het eigen vermogen van de Vennootschap het bedrag van het gestorte en opgevraagde deel van haar kapitaal vermeerderd met de reserves die krachtens de wet moeten worden aangehouden overstijgt.

32.2 De Directie kan besluiten tot het doen van tussentijdse uitkeringen, mits uit een overeenkomstig artikel 105 lid 4 Boek 2 op te maken tussentijdse balans blijkt dat aan het vereiste, bedoeld in artikel 32.1, is voldaan.

32.3 Uitkeringen zullen worden gedaan in verhouding tot de totale nominale waarde van de Aandelen.

32.4 Tot een uitkering zijn gerechtigd de desbetreffende Aandeelhouders, vruchtgebruikers en pandhouders, voorzover van toepassing, op een daartoe door de Directie vast te stellen datum. Deze datum ligt niet voor de datum waarop de uitkering is aangekondigd.

32.5 De Algemene Vergadering kan, met inachtneming van artikel 28, besluiten dat een uitkering geheel of gedeeltelijk, in plaats van in geld, plaatsvindt in de vorm van Aandelen of in de vorm van activa van de Vennootschap.

32.6 Een uitkering is betaalbaar op zodanige datum en, indien het een uitkering in geld betreft, in zodanige valuta als de Directie zal bepalen. Indien het een uitkering betreft in de vorm van vermogensbestanddelen van de Vennootschap, stelt de Directie de waarde vast die aan de uitkering wordt toegekend voor de daarop betrekking hebbende boekhoudkundige verwerking met inachtneming van het toepasselijke recht (daaronder begrepen de toepasselijke waarderingsgrondslagen).

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32.7 Een vordering tot betaling van een uitkering verjaart door verloop van vijf jaren nadat de uitkering opeisbaar is geworden.

32.8 Voor de berekening van het bedrag of de toewijzing van een uitkering wordt geen rekening gehouden met Aandelen die de Vennootschap in haar eigen kapitaal houdt. Er zal geen uitkering aan de Vennootschap worden gedaan met betrekking tot Aandelen die de Vennootschap in haar eigen kapitaal houdt.

33 UITKERINGEN - WINST EN RESERVES

33.1 Behoudens het bepaalde in artikel 32.1 wordt de winst, welke uit de Jaarrekening van de Vennootschap over een boekjaar blijkt, bestemd als volgt en in de navolgende volgorde:

a. de Directie bepaalt allereerst welk gedeelte van de winst wordt toegevoegd aan de reserves van de Vennootschap; en

b. behoudens het bepaalde in artikel 28.1, staat de resterende winst ter beschikking van de Algemene Vergadering voor uitkering op de Aandelen.

33.2 Behoudens het bepaalde in artikel 32.1 geschiedt een winstuitkering na de vaststelling van de Jaarrekening waaruit blijkt dat zij geoorloofd is.

33.3 Behoudens het bepaalde in artikel 28 is de Algemene Vergadering bevoegd te besluiten tot uitkeringen ten laste van de reserves van de Vennootschap.

33.4 De Directie kan besluiten om op Aandelen te storten bedragen ten laste van de reserves van de Vennootschap te brengen, ongeacht of die Aandelen worden uitgegeven aan bestaande Aandeelhouders.

34 WIJZIGING VAN DE STATUTEN. FUSIE. SPLITSING

34.1 Onverminderd het bepaalde in artikel 28.1, kan een besluit tot statutenwijziging of een besluit tot fusie of splitsing in de zin van Titel 7 van Boek 2 door de Algemene Vergadering slechts worden genomen met een meerderheid van ten minste twee/derde van de uitgebrachte stemmen; deze meerderheid dient meer dan de helft van het geplaatste kapitaal te vertegenwoordigen.

34.2 Indien aan de Algemene Vergadering een voorstel tot statutenwijziging zal worden gedaan, moet zulks bij de oproeping tot de Algemene Vergadering worden vermeld. Degenen, die de oproeping doen, moeten tegelijkertijd een afschrift van dat voorstel, waarin de voorgedragen wijziging woordelijk is opgenomen, ten kantore van de Vennootschap neerleggen, ter inzage voor de Aandeelhouders en voor ieder aan wie het recht tot bijwoning van de Algemene Vergadering toekomt. Bij gebreke daarvan kan over het voorstel niet rechtsgeldig worden besloten, tenzij aan de in artikel 24 lid 5 vermelde vereisten is voldaan.

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34.3 Vanaf de dag van nederlegging van het voorstel tot statutenwijziging tot de afloop van de Algemene Vergadering waarin over dat voorstel zal worden beraadslaagd en gestemd, moeten de Aandeelhouders en eenieder aan wie het recht tot bijwoning van de Algemene Vergadering toekomt, in de gelegenheid worden gesteld afschriften van dat voorstel te verkrijgen. De afschriften worden kosteloos verstrekt.

35 ONTBINDING EN VEREFFENING

35.1 De Algemene Vergadering is bevoegd te besluiten tot ontbinding van de Vennootschap, mits met inachtneming van de in artikel 28.1 gestelde vereisten.

35.2 In geval van vrijwillige ontbinding blijft de Vennootschap zolang bestaan als voor de vereffening van haar activa en passiva nodig is.

35.3 In elk stuk dat de Vennootschap in het kader van haar vereffening uitgeeft en in elke kennisgeving die zij doet, moeten de woorden “in liquidatie” aan haar naam worden toegevoegd.

35.4 Behoudens andersluidend besluit van de Algemene Vergadering of tenzij de wet anders bepaalt, zijn de Directeuren van de Vennootschap de vereffenaars van de Vennootschap onder toezicht van de Raad van Commissarissen.

35.5 De verslagen en verklaringen betreffende de ontbinding en de vereffening die bij de wet zijn voorgeschreven, worden door de vereffenaars neergelegd bij het handelsregister van de Kamer van Koophandel.

35.6 Het overschot van het vermogen dat overblijft nadat aan alle verplichtingen van de Vennootschap is voldaan, wordt onder de Aandeelhouders verdeeld in verhouding tot het gedeelte van het nominale bedrag van de Aandelen dat ieder van hen op zijn Aandelen heeft gestort krachtens oproepen aan de Aandeelhouders.

35.7 Na afloop van de vereffening blijven de boeken, bescheiden en andere gegevensdragers van de ontbonden Vennootschap gedurende de door de wet voorgeschreven bewaringstermijn berusten onder degene die de vereffenaars daartoe schriftelijk hebben aangewezen.

36 FEDERAAL FORUMBEDING

36.1 Tenzij anders schriftelijk toegestaan door de Vennootschap, zijn de federale arrondissementsrechtbanken (*federal district courts*) van de Verenigde Staten van Amerika het enige en exclusieve forum voor een klacht waaronder een rechtsvordering wordt ingesteld uit hoofde van de Amerikaanse Securities Act of 1933, zoals gewijzigd, zover toegestaan onder het toepasselijke recht.

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In this translation an attempt has been made to be as literal as possible without jeopardizing the overall continuity. Inevitably, differences may occur in translation, and if so, by law the Dutch text will govern

Complete continuous text of the articles of association

ATAI Life Sciences N.V.

1 July 2022

ARTICLES OF ASSOCIATION

1 DEFINITIONS (FOR CONVENIENCE SAKE THE FOLLOWING DEFINITIONS ARE LISTED IN ALPHABETICAL ORDER NOT NECESSARILY IN THE ORDER OF THE DUTCH ORIGINAL)

1.1 In these Articles of Association:

(a) **Affiliate** (*Deelneming*) means: an affiliation, within the meaning of Section 24c of Book 2, of the Company.

(b) **Annual Accounts** (*Jaarrekening*) means: the balance sheet, the profit and loss account and the explanatory notes thereon.

(c) **Board of Managing Directors** (*Directie*) means: the Body of the Company controlling the management of the Company' s business within the meaning of Book 2.

(d) **Board of Supervisory Directors** (*Raad van Commissarissen*) means: the Body of the Company supervising the policy of the Board of Managing Directors and the general course of affairs of the Company and of the business connected with it.

(e) **Body of the Company** (*Vennootschapsorgaan*) means: the General Meeting, the Board of Supervisory Directors or the Board of Managing Directors.

(f) **Book 2** (*Boek 2*) means: Book 2 of the Dutch Civil Code.

(g) **CEO** means: the Company' s chief executive officer, which title may be granted to a member of the Board of Managing Directors in accordance with article 14.3.

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(h) **Chairperson** (*Voorzitter*) means: the chairperson of the Board of Supervisory Directors.

(i) **Company** (*Vennootschap*) means: the company governed by these Articles of Association.

(j) **Conflict of Interest** (*Tegenstrijdig Belang*) means: the interest of a Managing Director or Supervisory Director that conflicts with the interest of the Company and the business connected with it within the meaning of Dutch law.

(k) **Dependent Company** (*Afhankelijke Maatschappij*) means: a dependent company, of the Company within the meaning of Section 152 of Book 2.

(l) **Dutch Corporate Governance Code** means: the code of conduct referred to in Section 391, paragraph 5 of Book 2.

(m) **General Meeting** (*Algemene Vergadering*) means: the Body of the Company formed by its Shareholders, and also meetings of that body.

(n) **Group Company** (*Groepsmaatschappij*) means: a legal entity, a company or a partnership which is economically united in one group, within the meaning of Section 24b of Book 2 with the Company.

(o) **Indemnified Officer** (*Gevrijwaarde Fuctionaris*) means: a current or former Managing Director or Supervisory Director and such other current of former officer or employee of the Company or a Group Company, as determined by the Board of Managing Directors.

(p) **Managing Director** (*Directeur*) means: a managing director of the Company within the meaning of Book 2.

(q) **Record Date** (*Registratiedatum*) means: the date of registration for a General Meeting as provided by law.

(r) **Restricted Right** (*Beperkt Recht*) means: a right of usufruct within the meaning of Part 8 of Book 3 of the Dutch Civil Code, or a right of pledge within the meaning of Part 9 of Book 3 of the Dutch Civil Code.

(s) **Shares** (*Aandelen*) means: shares in the capital of the Company.

(t) **Shareholder** (*Aandeelhouder*) means: a holder of Shares.

(u) **Shareholders Register** (*Register van Aandeelhouders*) means: the register setting out the names and addresses of all Shareholders and holders of a Restricted Right within the meaning of Section 85 of Book 2.

(v) **Subsidiary** (*Dochtermaatschappij*) means: a subsidiary, within the meaning of Section 24a of Book 2, of the Company.

(w) **Supervisory Director** (*Commissaris*) means: a supervisory director of the Company within the meaning of Book 2.

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1.2 Except as otherwise required by law, the expressions "written" and "in writing" used in these Articles of Association include: communications sent by telegraph, telex, telefax or any other means of an electronic communication system which is readable and printable. The written form requirement will be met if the document is recorded electronically.

1.3 Save where the context shows otherwise or as evidently otherwise intended, words or expressions in the singular shall include the plural and vice versa.

1.4 Save where the context shows otherwise or as evidently other intended, referents in the masculine form shall include the feminine form and vice versa.

2 NAME. REGISTERED OFFICE

2.1 The Company is a limited liability company under Dutch law (*naamloze vennootschap*) and its name is: **ATAI Life Sciences N.V.**.

2.2 The Company has its registered office in Amsterdam, The Netherlands. The Company holds office in Berlin, Germany. The Company may have branch offices elsewhere, also in and outside The Netherlands.

3 OBJECTS

3.1 The objects for which the Company is established are:

(a) to build biotech companies globally by leveraging a decentralized, technology-and data-driven platform model to serve millions of people suffering with mental health disorders;

(b) to acquire and efficiently develop innovative treatments that address significant unmet medical needs and lead to paradigm shifts in the mental health space;

(c) to, either alone or jointly with others, acquire and dispose of affiliations or other interests in legal entities, companies and enterprises, and to collaborate with and to manage such legal entities, companies or enterprises;

(d) to acquire, manage, turn to account, encumber and dispose of any property - including intellectual property rights - and to invest capital;

(e) to supply or procure the supply of money loans, particularly - but not exclusively - to Subsidiaries, Group Companies and/or Affiliates, as well as to draw or to procure the drawing of money loans;

(f) to enter into agreements whereby the Company commits itself as guarantor or severally liable co-debtor, or grants security or declares itself jointly or severally liable with or for others, particularly - but not exclusively - to the benefit of companies as referred to above under (e), all this subject to the provision in article 3.2;

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(g) for purposes not related to the conduct of its business to make periodic payments for or towards pension funds or other objectives;

(h) to do all such things as are incidental or may be conducive to the above objects or any of them.

3.2 The Company may not grant security, give price guarantees, commit itself in any other way or declare itself jointly or severally liable with or for others with a view to enabling third parties to take or acquire Shares or depository receipts issued therefore. This prohibition applies equally to the Company' s Subsidiaries.

3.3 The Company and its Subsidiaries may not provide loans with a view to subscription for or acquisition of Shares or depositary receipts for Shares in the Company' s capital by others, unless the Board of Managing Directors resolves to do so and Section 98c of Book 2 is observed.

3.4 Article 3.2 and 3.3 do not apply if Shares or depositary receipts for Shares are subscribed for or acquired by or for employees of the Company or of a Group Company.

4 CAPITAL

4.1 The authorised share capital of the Company is seventy-five million Euros (EUR 75,000,000.00), divided into seven hundred fifty million (750,000,000) shares of a par value of ten euro cents (EUR 0.10) each.

4.2 The Board of Managing Directors may resolve that one or more Shares are divided into such number of fractional Shares as may be determined by the Board. Unless specified differently, the provisions of these Articles of Association concerning Shares and Shareholders apply mutatis mutandis to fractional Shares and the holders thereof, respectively.

5 SHARES. RESTRICTED RIGHTS

5.1 All Shares shall be registered shares. The Company may issue share certificates for Shares in a form approved by the Board of Managing Directors. The Board of Managing Directors may number the Shares in consecutive order, starting from number 1. Subject to the provision in the preceding sentence the Board of Managing Directors may change the numbering of the Shares.

5.2 Shares may be encumbered with a Restricted Right.

6 TRANSFER OF SHARES. EXERCISE OF SHAREHOLDERS' RIGHTS

6.1 Unless the laws of The Netherlands provide or allow otherwise, the transfer of Shares requires a deed executed for that purpose.

6.2 Save the Company itself has been a party to the transaction, the rights attached to the Shares concerned may not be exercised until the transaction has been acknowledged by the Company or until the deed has been served upon the Company in compliance with the provisions of Section 86b of Book 2, or until the transaction has been acknowledged by the Company by the registration thereof in the Shareholder' s Register.

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6.3 The acknowledgement is effected by such deed or otherwise in the manner provided by law.

6.4 For as long as Shares are admitted to trading on the New York Stock Exchange, the NASDAQ Global Market, the NASDAQ Stock Market or on any other regulated stock exchange operating in the United States of America, the laws of the State of New York shall apply to the property law aspects of the Shares reflected in the register administered by the relevant transfer agent, without prejudice to Sections 10:140 and 10:141 of the Dutch Civil Code.

7 ADDRESSES. SHAREHOLDERS REGISTER

7.1 Shareholders, pledgees and usufructuaries of Shares must supply their addresses and other particulars to the Company in writing. Any consequences of not doing so in a timely and correct manner are borne by the party concerned.

7.2 The Board of Managing Directors shall keep a Shareholders Register. Part of the Shareholders Register may be kept outside The Netherlands to comply with applicable local law or pursuant to stock exchange rules.

8 ISSUANCE OF SHARES

8.1 The Company may only issue Shares pursuant to a resolution of the General Meeting or of another Body of the Company in case such Body of the Company is designated to do so by a resolution of the General Meeting for a fixed period, not exceeding five years. Such designation shall specify the number of Shares that may be issued. The designation may be extended, from time to time, for periods not exceeding five years. Unless such designation provides otherwise, it may not be withdrawn. For as long as and to the extent that another Body of the Company has been authorized to resolve to issue shares, the General Meeting shall not have this authority.

8.2 Within eight days following a resolution by the General Meeting to issue Shares or to designate another Body of the Company, the Company shall file the full text of such resolution at the Trade Register of the Dutch Chamber of Commerce.

8.3 The provisions of the preceding paragraphs of this Article 8 shall apply mutatis mutandis to the granting of rights to subscribe for Shares, but shall not apply to the issue of Shares to a person who exercises a previously-acquired right to subscribe for Shares.

8.4 The issuance of Shares requires a deed executed for that purpose to which the Company and each person to whom Shares are issued are parties, except as otherwise provided or allowed by Dutch law and notwithstanding Article 6.4.

8.5 The Company may not subscribe for Shares.

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8.6 On subscription for a Share, payment must be made for its par value and, in addition, if the Share is subscribed at a higher amount, the difference between such amounts. It may be agreed that part, such part not to exceed three fourths of the par value of the Shares, may remain unpaid until the Company makes a call in respect of the monies unpaid on the Shares. Such arrangement may only be agreed prior to the resolution to issue Shares and requires the approval of the Body of the Company which has the power to pass the resolution for the issuance concerned.

8.7 Parties who professionally place shares for their own account may be allowed by virtue of an agreement to pay up less than the par value of the Shares they subscribe for, under the proviso that at least ninety-four percent (94%) of this amount is paid up in cash ultimately upon subscription for such Shares.

8.8 Payment in a currency other than the euro may only be made with the Company' s consent. In the event such a payment is made, the payment obligation is satisfied for the amount of in euro for which the paid amount can be freely exchanged. Without prejudice to the last sentence of Section 80a, paragraph 3, Book 2, the date of payment determines the exchange rate.

8.9 Calls upon the Shareholders in respect of any monies unpaid on their Shares shall be made by the Board of Managing Directors by virtue of a resolution of the General Meeting.

8.10 The Body of the Company which has the power to resolve to issue Shares may resolve that payment on Shares shall be made by some other means than payment in cash.

9 PRE-EMPTIVE RIGHTS

9.1 Save as otherwise provided by law, at the issuance of Shares each Shareholder shall have a pre-emptive right pro rata to the total amount of the par value of the Shares held by him on the date of the resolution to issue Shares.

9.2 In deviation of Article 9.1, shareholders do not have pre-emptive rights in respect of:

(a) Shares issued against non-cash contribution; or

(b) Shares issued to employees of the Company or of a Group Company.

9.3 The Company will announce an issuance of Shares with pre-emptive rights and the period during which such pre-emption rights may be exercised in the Dutch State Gazette, as well as in a Dutch daily newspaper distributed nationally, unless the announcement is sent in writing to all shareholders at the addresses submitted by them.

9.4 Pre-emption rights may be exercised for a period of at least two weeks after the date of announcement in the Dutch State Gazette or after the announcement was sent to the Shareholders.

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9.5 If a Shareholder fails to exercise his pre-emptive right or does not exercise it on time or in full, the pre-emptive right in respect of the Shares thus becoming available shall inure to the benefit of the other Shareholders in the proportion referred to in Article 9.1.

9.6 If as a result of the ratio between the Shareholders' respective holdings one or several of the Shares to be issued cannot be allotted to a Shareholder or Shareholders, said Share(s) shall be allotted to the Shareholders by ballot.

9.7 The General Meeting may, each time in respect of one particular issuance of Shares, resolve to limit or to exclude the pre-emptive right to subscribe for Shares.

If at a General Meeting at which a proposal to limit or exclude the pre-emptive right to subscribe for Shares comes up for discussion and less than one half of the issued capital is represented, a resolution to limit or exclude the pre-emptive right may only be adopted by at least two-thirds of the votes cast.

Any proposal to limit or exclude the pre-emptive right must contain a written explanation of the reasons for the proposal and the choice of the proposed price of issue.

The pre-emptive right may also be limited or excluded by another Body of the Company if such Body of the Company by resolution of the General Meeting has been designated for a period not exceeding five years as the Body of the Company having the power to limit or exclude pre-emptive subscription rights.

Such designation may be renewed for subsequent periods not exceeding five years each.

Unless the terms of the designation provide otherwise, it cannot be revoked. For as long as and to the extent that other Body of the Company has been authorized to resolve to limit or exclude pre-emption rights, the General Meeting shall not have this authority. Within eight days following a resolution by the General Meeting to limit or exclude the pre-emptive right or to designate the Board of Managing Directors, the Company shall file the full text of such resolution at the Trade Register of the Dutch Chamber of Commerce.

9.8 A Share issuance at which Shareholders may exercise a pre-emptive right and the period during which said right is to be exercised shall be announced by the Company to all Shareholders. The pre-emptive right may be exercised during the period to be determined by the Body of the Company authorized to issue Shares, that period to be at least two weeks from the day following the date of dispatch of the announcement.

9.9 The provisions of the preceding paragraphs of this Article 9 shall mutatis mutandis apply to the grant of rights to take Shares, but do not apply in respect of issuing Shares to a party exercising a previously acquired right to subscribe for Shares.

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10 ACQUISITION BY THE COMPANY OF SHARES, THE TRANSFER THEREOF AND THE CREATION OF RESTRICTED RIGHTS ON SHARES HELD BY THE COMPANY

10.1 Any acquisition by the Company of partly-paid Shares shall be null and void.

10.2 Unless it concerns Shares that have been acquired by the Company by way of universal succession, the Company−provided that the General Meeting has given the Board of Managing Directors authorisation for this purpose−may acquire fully paid-up Shares, otherwise than for no consideration, provided that the Company' s equity capital, reduced by the acquisition price, is not less than the sum of the issued and paid-up capital and the reserves to be maintained pursuant to the law or the Articles of Association.

10.3 For the purpose of Article 10.2, the amount of the equity capital as shown in the most recently adopted balance sheet shall be the determining factor, reduced by the acquisition price of the Shares, the amount of loans as referred in Section 98c paragraph 2 Book 2 and any payments from profit or reserves to others which may have become due by the Company and its Subsidiaries since the date of the balance sheet. If more than six months of a financial year have passed without the Annual Accounts having been adopted, the acquisition of Shares under Article 10.2 shall not be permitted.

10.4 The authorisation of the General Meeting, referred to in Article 10.2, which shall be valid for a maximum of five years only, must specify how many Shares are permitted to be acquired, the manner in which they may be acquired and the permitted upper and lower limits of the price.

10.5 Any acquisition of Shares made in breach of the provisions of Article 10.2 shall be null and void. The Managing Directors shall be severally liable to the bona fide transferor who suffers loss as a result of the voidness.

10.6 The Body of the Company which has the power to resolve to issue Shares shall also have the power to resolve:

(a) to transfer Shares held by the Company;

(b) to enter into contracts whereby the Company is committed to transfer Shares held by it.

10.7 The word Shares where used in this Article 10 shall include depository receipts issued therefore.

11 REDUCTION OF CAPITAL

11.1 The General Meeting may resolve to reduce the issued capital by cancelling Shares or reducing the par value of the Shares by amending the Articles of Association. In that resolution the Shares to which it relates must be specified and provisions for its implementation must be set out.

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11.2 A resolution to cancel Shares may only relate to Shares which are held by the Company itself or to Shares of which the depository receipts issued therefore are held by the Company.

11.3 If the General Meeting resolves to reduce the par value of the Shares by amending the Articles of Association−irrespective whether this is done without redemption or against partial repayment on the Shares or with or without release from the obligation of payment of calls on Shares−the reduction must be made pro rata on all the Shares. This pro rata requirement may be waived if all the Shareholders so agree.

11.4 A resolution for reduction of capital shall require a majority of at least two thirds of the votes cast, if less than one half of the issued capital is represented at the General Meeting.

11.5 The notice calling the General Meeting at which a resolution as referred to in this Article 11 is to be passed shall state the purpose of the reduction of capital and the manner of implementation thereof. The provisions of Articles 34.2 and 34.3 shall apply mutatis mutandis.

11.6 The Company shall file the resolutions referred to in this Article 11 at the Trade Register of the Dutch Chamber of Commerce and shall publish a notice of the filing in a national Dutch daily newspaper. In addition, Section 100 Book 2 applies.

12 JOINT OWNERSHIP

If a Share, a Restricted Right on a Share or a depository receipt is held by more than one person jointly, the Company may require such joint holders to give one person a written power of attorney to represent them against the Company.

13 TRANSFERABILTY OF SHARES

The transfer of Shares is not restricted in any way.

14 BOARD OF MANAGING DIRECTORS

14.1 The business and affairs of the Company shall be managed by a Board of Managing Directors consisting of one or more Managing Directors. The number of Managing Directors shall be determined by the Board of Supervisory Directors.

14.2 Only natural persons shall be eligible for appointment as a Managing Director.

14.3 The Board of Supervisory Directors will appoint one of the Managing Directors as CEO. Only Managing Directors that reside in Germany may be appointed as CEO. The Board of Supervisory Directors may dismiss the CEO, provided however that the CEO that is dismissed in such a manner may continue to hold office as a Managing Director, without the title CEO.

14.4 The Managing Directors shall be appointed by the General Meeting.

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14.5 The appointment of Managing Directors will occur on the basis of a nomination by the Board of Supervisory Directors made with due regard to the rules and principles in the Company' s diversity policy for the composition of the Board of Managing Directors and the Board of Supervisory Directors and furthermore provided that at least half of the Managing Directors, including the CEO, will be German resident. The General Meeting may at any time resolve that such nomination has a non-binding character, which resolution is adopted by a majority of two thirds of the votes cast, which votes represent more than half of the issued capital of the Company. After a resolution that a nomination is non-binding, the Board of Supervisory Directors will issue a new nomination, again made with due regard to the rules and principles in the Company' s diversity policy for the composition of the Board of Managing Directors and the Board of Supervisory Directors and furthermore provided that upon appointment at least half of the Managing Directors, including the CEO, will be German resident. In the event that the nomination comprises one candidate for a vacancy, such resolution to nominate the single candidate will result in the appointment of such candidate, unless the nomination is resolved to be non-binding. A second meeting as referred to in Section 120, paragraph 3, Book 2, cannot be convened.

14.6 At a General Meeting, a resolution to appoint a Managing Director can only be passed in respect of candidates whose names are stated for that purpose in the agenda of that General Meeting or the explanatory notes thereto.

14.7 Managing Directors may be suspended and/or removed from office by the General Meeting at any time. Before consulting the General Meeting on the intended dismissal, the Managing Director concerned shall be given the opportunity, to account for his conduct at a General Meeting. For that purpose he may have himself assisted by a legal adviser. A resolution of the General Meeting to suspend or dismiss a Managing Director requires a majority of at least two thirds of the votes cast representing more than half of the Company' s issued capital, unless such resolution is adopted at the proposal of the Board of Supervisory Directors. A second meeting as referred to in Section 120, paragraph 3, Book 2, cannot be convened.

14.8 A Managing Director' s suspension shall terminate if within three months after the effective date of his suspension the General Meeting has not passed a resolution to remove him from office or to lift or to extend his suspension. The period of extension of a Managing Director' s suspension may not exceed three months from the date on which the resolution to extend the suspension was passed.

14.9 A resolution of the General Meeting to suspend a Managing Director or to extend a Managing Director' s suspension or to remove a Managing Director from office must be passed by a majority of at least two thirds of the votes cast, that majority to represent more than half of the issued capital.

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A proposal to suspend a Managing Director, or to extend a Managing Director' s suspension or to remove a Managing Director from office cannot be put forward for discussion at a second General Meeting as defined in Section 120 of Book 2 if the part of the issued capital required by virtue of this Article was not represented at the preceding General Meeting.

14.10 The Board of Supervisory Directors shall have the power to suspend a Managing Director. If a Managing Director has been suspended by the Board of Supervisory Directors:

(a) the General Meeting shall have the power to extend or to lift the suspension at any time;

(b) the suspended Managing Director' s account for his conduct, as referred to in Article 14.7, shall be given at the General Meeting.

14.11 The General Meeting shall determine the Company' s policy concerning the compensation of the Board of Managing Directors with due observance of the relevant statutory requirements.

14.12 The compensation of Managing Directors shall be determined by the Board of Supervisory Directors with due observance of the policy referred to in Article 14.11.

14.13 The Board of Supervisory Directors will submit proposals concerning compensation arrangements for the Board of Managing Directors in the form of Shares or rights to subscribe for Shares to the General Meeting for approval. This proposal must at least include the number of Shares or rights to subscribe for Shares that may be awarded to the Board of Managing Directors and which criteria apply for such awards or changes thereto.

15 DUTIES AND POWERS OF THE MANAGING DIRECTORS. MANAGING DIRECTORS' CEASING TO HOLD OFFICE OR INABILITY TO ACT

15.1 Save any restrictions under the Articles of Association, the Board of Managing Directors shall control and manage the Company' s business and affairs.

15.2 Each Managing Director shall be answerable to the Company for a proper discharge of his duties of office.

15.3 The Board of Managing Directors shall adopt management board rules with due observance of these Articles of Association. Such rules may contain variations from the provisions of Article 15.4. These rules may contain provisions defining which particular duties shall be assigned to each of the Managing Directors. However, such division of duties shall not derogate from the joint responsibility of all Managing Directors for the whole of the management.

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15.4 Meetings of a Board of Managing Directors consisting of several members shall be held as frequently as any Managing Director may wish. Meetings will be held in Germany, unless the Board of Directors explicitly determined otherwise. Each Managing Director shall have the power to call a Board Meeting, provided that written notice of such meeting, stating the subjects to be discussed and voted upon, is given to each of the other Managing Directors. The term of notice shall be at least three days, not including the date of dispatch of the notice and the date of the meeting. In special cases the term of notice may be reduced, provided that all Managing Directors in office agree thereto. At any duly convened meeting resolutions may be passed on all subjects announced in the notice of that meeting, irrespective of the number of Managing Directors present at the meeting in person or by proxy.

15.5 Each Managing Director may be represented at Board Meetings by another Managing Director of the Company acting by virtue of a power of attorney issued in writing. The power of attorney may only concern the one specifically designated meeting stated therein.

15.6 In meeting of the Board of Managing Directors each Managing Director is allowed to cast one vote in the decision-making, subject to Article 15.8.

15.7 Invalid votes, blank votes and abstentions shall not be counted as votes cast. Managing Directors who casted an invalid or blank vote or who abstained from voting shall be taken into account when determining the number of Managing Directors who are present or represented at a meeting of the Board of Managing Directors.

15.8 If the Board of Managing Directors consists of several members, resolutions of the Board of Managing Directors shall require an absolute majority of the votes cast. If the voting for and against a proposal is equally divided, the CEO will have a casting vote, provided the CEO cannot cast more votes than the other Managing Directors jointly. Otherwise, the applicable resolution is not adopted.

15.9 Meetings of the Board of Managing Directors may be held through audio-communication means, save if one or more Managing Directors objects to such manner of holding a meeting.

15.10 All resolutions which the Managing Directors can pass at a Board Meeting may also be passed outside a meeting, whether or not using electronic means of communication, provided all Managing Directors are familiar with the resolution to be passed and each of them approves this manner of decision-making and that the resolution be passed by the majority of votes required under these Articles of Association. A resolution thus taken must be recorded in writing by the Managing Directors concerned. Said document shall be kept at the office of the Company and shall be open to the inspection of any Managing Director.

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15.11 In the event that one or several Managing Directors cease to hold office or are unable to act, the other or remaining Managing Directors or the only other or remaining Managing Director shall be temporarily in charge of the management of the Company. In the event that all Managing Directors or the sole Managing Director cease(s) to hold office or are unable to act, the person (to be) designated thereto by the Board of Supervisory Directors, whether or not from its midst, shall be temporarily entrusted with the management of the Company. Failing such designation by the Board of Supervisory Directors said person shall be designated by the General Meeting; the General Meeting is completely free in this designation. The provisions of these Articles of Association concerning the Board of Managing Directors and the Managing Director(s) individually shall apply mutatis mutandis to that person. Furthermore, that person shall be required to call a General Meeting as soon as possible, which General Meeting may decide on the appointment of one or several new Managing Directors.

15.12 A Managing Director shall be considered to be unable to act within the meaning of Article 15.11:

a. during the existence of a vacancy on the Board of Managing Directors, including as a result of:

(i) his death;

(ii) his dismissal by the General Meeting, other than at the proposal of the Board of Supervisory Directors; or

(iii) his voluntary resignation before his term of office has expired;

(iv) not being reappointed by the General Meeting, notwithstanding a (binding) nomination to that effect by the Board of Supervisory

Directors, provided that the Board of Supervisory Directors may always decide to decrease the number of Managing Directors such that a vacancy no longer exists; or

b. during his suspension; or

c. in a period during which the Company has not been able to contact him (including as a result of illness), provided that such period lasted longer than five consecutive days (or such other period as determined by the Board of Supervisory Directors on the basis of the facts and circumstances at hand).

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15.13 A Managing Director shall not participate in the deliberations and decision-making of the Board of Managing Directors on a matter in relation to which he has a direct or indirect personal interest which conflicts with the interests of the Company and of the business connected with it. If, as a result thereof, no resolution can be passed by the Board of Managing Directors, the resolution shall be passed by the Board of Supervisory Directors.

15.14 The Board of Managing Directors and the Board of Supervisory Directors shall provide to the General Meeting all such information as it may request, unless doing so would conflict with a material interest of the Company.

16 REPRESENTATION

16.1 The Board of Managing Directors shall represent the Company. The power to represent the Company shall also vest in the CEO individually, as well as in two other Managing Directors, acting jointly.

The Board of Managing Directors is, when consisting of several members, authorised to issue powers of attorney authorising one or more Managing Directors to represent the Company within the scope of said power of attorney.

16.2 The Board of Managing Directors may give power of attorney to one or several persons and may alter or revoke such power of attorney.

17 RESTRICTIONS IN THE AUTHORITY TO MANAGE

17.1 Any resolution of the Board of Managing Directors involving a significant change in the identity or character of the Company, including at least the events listed in Section 107a Book 2 requires the approval of the General Meeting.

17.2 In addition the prior approval of the Board of Supervisory Directors is required for the following resolutions of the Board of Managing Directors:

(a) the making of a proposal to the General Meeting concerning:

(i) the issue of Shares or the granting of rights to subscribe for Shares;

(ii) the limitation or exclusion of pre-emption rights;

(iii) the designation or granting of an authorisation as referred to in Articles 8.1, 8.3, 9.7, 9.9, 10.2 and 10.4, respectively;

(iv) the reduction of the Company' s issued share capital;

(v) the making of a distribution from the Company' s profits or reserves;

(vi) the determination that all or part of a distribution, instead of being made in cash, shall be made in the form of Shares or in the form of assets;

(vii) the amendment of these Articles of Association;

(viii) the entering into of a merger or demerger;

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(ix) the instruction of the Board of Managing Directors to apply for the Company' s bankruptcy;

(x) the Company' s dissolution;

(b) the issue of Shares or the granting of rights to subscribe for Shares;

(c) the limitation or exclusion of pre-emption rights;

(d) the acquisition of Shares by the Company in its own capital, including the determination of the value of a non-cash consideration for such an acquisition;

(e) the drawing up or amendment of the management rules referred to in Article 15.3;

(f) the performance of the legal acts described in Article 17.1 and 17.4;

(g) the charging of amounts to be paid up on Shares against the Company' s reserves;

(h) the making of an interim distribution; and

(i) such other resolutions of the Board of Managing Directors as the Board of Supervisory Directors shall have specified in a resolution to that effect and notified to the Board of Managing Directors.

The absence of any approval required pursuant to Article 17.1 and this Article 17.2 shall not affect the power of representation referred to in Article 16.1.

17.3 The Board of Supervisory Directors may determine that also other resolutions of the Board of Managing Directors than those specified in Article 17.2 shall be subject to its prior approval, provided that the Board of Supervisory Directors shall carefully describe such resolutions and notify the Board of Managing Directors accordingly.

17.4 The Board of Managing Directors may resolve to perform as well as perform the transactions identified in Section 94 of Book 2.

17.5 The Board of Managing Directors must follow the directions given by the Board of Supervisory Directors with respect to the general lines of the financial, social, economic and personnel policies to be pursued.

18 BOARD OF SUPERVISORY DIRECTORS - COMPOSITION

18.1 The Company has a Board of Supervisory Directors consisting of one or more Supervisory Directors. The Board of Supervisory Directors shall be composed of natural persons.

18.2 The Board of Supervisory Directors shall determine the number of Supervisory Directors.

18.3 The Board of Supervisory Directors shall elect a Supervisory Director to be the Chairperson. The Board of Supervisory Directors may dismiss the Chairperson, provided that the Supervisory Director so dismissed shall subsequently continue his term of office as a Supervisory Director without having the title of Chairperson.

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18.4 Where a Supervisory Director is no longer in office or is unable to act, he may be replaced temporarily by a person whom the Board of Supervisory Directors has designated for that purpose and, until then, the other Supervisory Director(s) shall be charged with the supervision of the Company. Where all Supervisory Directors are no longer in office or are unable to act, the supervision of the Company shall be attributed to the former Supervisory Director who most recently ceased to hold office as the Chairperson, provided that he is willing and able to accept that position, who may designate one or more other persons to be charged with the supervision of the Company (instead of, or together with, such former Supervisory Director). The person(s) charged with the supervision of the Company pursuant to the previous sentence shall cease to hold that position when the General Meeting has appointed one or more persons as Supervisory Director(s). Article 15.12 applies mutatis mutandis.

19 BOARD OF SUPERVISORY DIRECTORS - APPOINTMENT, SUSPENSION AND DISMISSAL

19.1 The General Meeting shall appoint the Supervisory Directors and may at any time suspend or dismiss any Supervisory Director.

19.2 The General Meeting can only appoint a Supervisory Director upon a nomination by the Board of Supervisory Directors made with due regard to the rules and principles in the Company' s diversity policy for the composition of the Board of Managing Directors and the Board of Supervisory Directors as made by the Board of Supervisory Directors and the profile for the composition of the Board of Supervisory Directors. The General Meeting may at any time resolve to render such nomination to be non-binding by a majority of at least two thirds of the votes cast representing more than half of the issued share capital. If a nomination is rendered non-binding, a new nomination shall be made by the Board of Supervisory Directors. A second meeting as referred to in Section 120 paragraph 3 of Book 2 cannot be convened.

19.3 Upon the making of a nomination for the appointment of a Supervisory Director, the following information shall be provided with respect to the candidate:

(a) his age and profession;

(b) the aggregate par value of the Shares held by him;

(c) his present and past positions, to the extent that these are relevant for the performance of the tasks of a Supervisory Director;

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(d) the names of any entities of which he is already a supervisory director or a non-executive director; if these include entities that form part of the same group, a specification of the group' s name shall suffice.

The nomination must be supported by reasons. In the case of a reappointment, the manner in which the candidate has fulfilled his duties as a Supervisory Director shall be taken into account.

19.4 At a General Meeting, a resolution to appoint a Supervisory Director can only be passed in respect of candidates whose names are stated for that purpose in the agenda of that General Meeting or in the explanatory notes thereto.

19.5 A resolution of the General Meeting to suspend or dismiss a Supervisory Director shall require a majority of at least two thirds of the votes cast representing more than half of the issued share capital, unless the resolution is passed at the proposal of the Board of Supervisory Directors. A second meeting as referred to in Section 120 paragraph 3 of Book 2 cannot be convened.

19.6 If a Supervisory Director is suspended and the General Meeting does not resolve to dismiss him within three months from the date of such suspension, the suspension shall lapse.

20 BOARD OF SUPERVISORY DIRECTORS - DUTIES AND ORGANISATION

20.1 The Board of Supervisory Directors is charged with the supervision of the policy of the Board of Managing Directors and the general course of affairs of the Company and of the business connected with it. The Board of Supervisory Directors shall provide the Board of Managing Directors with advice. In performing their duties, Supervisory Directors shall be guided by the interests of the Company and of the business connected with it.

20.2 The Board of Managing Directors shall provide the Board of Supervisory Directors with the information necessary for the performance of its tasks in a timely fashion. At least once a year, the Board of Managing Directors shall inform the Board of Supervisory Directors in writing of the main features of the strategic policy, the general and financial risks and the administration and control system of the Company.

20.3 The Board of Supervisory Directors shall draw up Supervisory Board rules concerning its organisation, decision-making and other internal matters, with due observance of these Articles of Association. In performing their duties, the Supervisory Directors shall act in compliance with these rules.

20.4 The Board of Supervisory Directors shall establish the committees which the Company is required to have and otherwise such committees as are deemed to be appropriate by the Board of Supervisory Directors. The Board of Supervisory Directors shall draw up (and/or include in the Supervisory Board rules) rules concerning the organisation, decision-making and other internal matters of its committees.

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21 BOARD OF SUPERVISORY DIRECTORS - DECISION-MAKING

21.1 Without prejudice to Article 21.5, each Supervisory Director may cast one vote in the decision-making of the Board of Supervisory Directors.

21.2 A Supervisory Director can be represented by another Supervisory Director holding a written proxy for the purpose of the deliberations and the decision-making of the Board of Supervisory Directors.

21.3 Resolutions of the Board of Supervisory Directors shall be passed, irrespective of whether this occurs at a meeting or otherwise, by simple majority of the votes cast unless the Supervisory Board rules provide differently.

21.4 Invalid votes, blank votes and abstentions shall not be counted as votes cast. Supervisory Directors who casted an invalid or blank vote or who abstained from voting shall be taken into account when determining the number of Supervisory Directors who are present or represented at a meeting of the Board of Supervisory Directors.

21.5 Where there is a tie in any vote of the Board of Supervisory Directors, the Chairperson shall have a casting vote, provided that the Chairperson cannot cast more votes than the other Supervisory Directors together. Otherwise, the relevant resolution shall not have been passed.

21.6 A Supervisory Director shall not participate in the deliberations and decision-making of the Board of Supervisory Directors on a matter in relation to which he has a direct or indirect personal interest which conflicts with the interests of the Company and of the business connected with it. If, as a result thereof, no resolution can be passed by the Board of Supervisory Directors, the resolution may nevertheless be passed by the Board of Supervisory Directors as if none of the Supervisory Directors has a conflict of interests as described in the previous sentence.

21.7 Meetings of the Board of Supervisory Directors can be held through audio-communication facilities, unless a Supervisory Director objects thereto.

21.8 Resolutions of the Board of Supervisory Directors may, instead of at a meeting, be passed in writing, provided that all Supervisory Directors are familiar with the resolution to be passed and none of them objects to this decision-making process. Articles 21.1 through 21.6 apply mutatis mutandis.

22 BOARD OF SUPERVISORY DIRECTORS - COMPENSATION

The General Meeting may grant a compensation to the Supervisory Directors.

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23 INDEMNITY

23.1 The Company shall indemnify and hold harmless each of its Indemnified Officers against:

(a) any financial losses or damages incurred by such Indemnified Officer; and

(b) any expense reasonably paid or incurred by such Indemnified Officer in connection with any threatened, pending or completed suit, claim, action or legal proceedings of a civil, criminal, administrative or other nature, formal or informal, in which he becomes involved, to the extent this relates to his current or former position with the Company and/or a Group Company and in each case to the extent permitted by applicable law.

23.2 No indemnification shall be given to an Indemnified Officer:

(a) if a competent court or arbitral tribunal has established, without having (or no longer having) the possibility for appeal, that the acts or omissions of such Indemnified Officer that led to the financial losses, damages, expenses, suit, claim, action or legal proceedings as described in Article 23.1 are of an intentional unlawful nature (being acts or omissions which are considered to constitute malice, gross negligence, intentional recklessness and/or serious culpability attributable to such Indemnified Officer);

(b) to the extent that his financial losses, damages and expenses are covered under insurance and the relevant insurer has settled, or has provided reimbursement for, these financial losses, damages and expenses (or has irrevocably undertaken to do so);

(c) in relation to proceedings brought by such Indemnified Officer against the Company, except for proceedings brought to enforce indemnification to which he is entitled pursuant to these Articles of Association, pursuant to an agreement between such Indemnified Officer and the Company which has been approved by the Board of Managing Directors or pursuant to insurance taken out by the Company for the benefit of such Indemnified Officer;

(d) for any financial losses, damages or expenses incurred in connection with a settlement of any proceedings effected without the Company' s prior consent.

23.3 The Board of Managing Directors may stipulate additional terms, conditions and restrictions in relation to the indemnification referred to in Article 23.1.

GENERAL MEETING

24 NOTICE AND VENUE OF THE GENERAL MEETING

24.1 General Meetings shall be held as frequently as the Board of Managing Directors or any Managing Director or the Board of Supervisory Directors or any Supervisory Director may wish. The power to call the General Meeting shall vest in the Board of Managing Directors, in each Managing Director individually, in the Board of Supervisory Directors and in each Supervisory Director individually.

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24.2 The Board of Managing Directors must call a General Meeting:

(a) if one or several Shareholders jointly representing at least the part of the Company' s share capital provided by law so request the Board of Managing Directors, that request to specify the subjects to be discussed and voted upon;

(b) within three months after the Board of Managing Directors has considered it plausible that the equity capital of the Company has decreased to an amount equal to or less than one-half of the paid and called up part of the capital to discuss any potential measures.

This obligation shall apply mutatis mutandis to the Board of Supervisory Directors. If the General Meeting is not held within six weeks after the request referred to under (a), the applicants themselves may call the General Meeting - with due observance of the applicable provisions of the law and the Articles of Association - without for that purpose requiring authorisation from the President of the District Court. The provisions of Article 24.3 shall apply mutatis mutandis to the procedure of calling a General Meeting referred to in the preceding sentence.

24.3 Notice of the General Meeting must be given to each Shareholder and to everyone in whom the right to attend General Meetings is vested. The term of notice must be at least fifteen clear days before the date on which the meeting is held. Notice shall be given by means of letters specifying the venue and the date of the meeting and the hour at which it shall begin. The subjects to be discussed and voted upon at the meeting shall be listed in the letters or shall be announced to the Shareholders by separate letters sent within the term set for giving notice. Shareholders may also be convened by an electronic communication system in accordance with Section 113, paragraph 4, of Book 2. Persons who are given notice of the General Meeting and who jointly represent at least the part of the issued share capital of the Company prescribed by law for this purpose, may have the Board of Managing Directors or the Board of Supervisory Directors place on the agenda any subjects which such persons wish to be discussed and voted upon at the meeting, provided that they shall inform the Board of Managing Directors or the Board of Supervisory Directors of such subjects no later than sixty days before the date on which the meeting intended for their discussion shall be held. Any announcements which by law or pursuant to the Articles of Association must be addressed to the General Meeting may be inserted in the letters of notice of the General Meeting.

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24.4 Persons with the right to attend General Meetings who wish to exercise their rights as described in Articles 24.2 and 24.3 should first consult the Board of Managing Directors. If the intended exercise of such rights might result in a change to the Company' s strategy, including by dismissing one or more Managing Directors or Supervisory Directors, the Board of Managing Directors shall be given the opportunity to invoke a reasonable period to respond to such intention. Such period shall not exceed the term stipulated by Dutch law and/or the Dutch Corporate Governance Code for that purpose. The person(s) with the right to attend General Meetings concerned should respect the response time stipulated by the Board of Managing Directors. If invoked, the Board of Managing Directors shall use such response period for further deliberation and constructive consultation, in any event with the person(s) with the right to attend General Meetings concerned, and shall explore the alternatives. At the end of the response time, the Board of Managing Directors shall report on this consultation and the exploration of alternatives to the General Meeting. This shall be supervised by the Board of Supervisory Directors. The response period may be invoked only once for any given General Meeting and shall not apply in the situations stipulated by Dutch law and/or the Dutch Corporate Governance Code for that purpose.

24.5 If the term of notice has not been observed or if notice has not been given or has not been served in the appropriate manner, resolutions may nevertheless be validly passed, also on subjects which were not announced or the announcement of which had not been made in the prescribed manner, provided that any such resolution be passed unanimously at a General Meeting at which the entire issued capital is represented.

24.6 General Meetings shall be held in the municipality where the Company' s registered office is situated or in Rotterdam, the Hague, at Schiphol Airport in the municipality of Haarlemmermeer. Entirely without prejudice to the provisions of Article 24.5, any resolution passed at a General Meeting held elsewhere - in or outside The Netherlands-shall be valid only if the entire issued capital is represented.

25 ADMITTANCE TO AND CHAIRPERSONSHIP OF THE GENERAL MEETING

25.1 The Shareholders and everyone in whom the right to attend General Meetings is vested, have admittance to the General Meeting. Save any Managing Director and/or any Supervisory Director who has been suspended, the Managing Directors and the Supervisory Directors also are entitled to admittance, as is any person who has been invited by the chairperson of the meeting concerned to attend the General Meeting or any part of that meeting.

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25.2 If a Shareholder or anyone in whom the rights to attend General Meetings is vested, wishes to attend a General Meeting by proxy he must issue a written power of attorney for that purpose, which must be presented to the chairperson of the meeting concerned.

25.3 The General Meeting shall be chaired by the Chairperson or by the CEO or by the person designated thereto by the Board of Supervisory Directors, whether or not from its midst. If the Chairperson and the CEO are absent and the Board of Supervisory Directors has not designated another person as aforesaid, the General Meeting itself shall appoint its chairperson.

25.4 The conclusion of the chairperson of the meeting concerned, pronounced by him at the meeting, as to the result of any vote shall be decisive. This applies also to the content of any resolution passed, to the extent that the vote taken related to a proposal not recorded in writing. However, if immediately after the pronouncement of such conclusion that conclusion is called into question, another vote shall be taken if so desired by the majority at the meeting or - if the original vote was not taken on a poll or by a secret ballot - by any person present who is entitled to vote. Such new vote shall override the legal consequences of the original vote.

25.5 Unless an official record of the business done at the meeting is drawn up by a notary or unless the chairperson of the relevant meeting himself wishes to keep the minutes, such chairperson shall designate a person charged with keeping the minutes. The minutes shall be confirmed by the General Meeting at the same meeting or at a subsequent meeting, in evidence of which the minutes shall be signed by the chairperson and the Secretary of the meeting at which the minutes were confirmed. If the General Meeting, the Board of Supervisory Directors or the Board of Managing Directors resolves to instruct a notary to draw up an official record of the proceedings at a General Meeting, or if one or several Shareholders jointly representing at least one tenth of the issued capital so decide, the Board of Managing Directors shall instruct a notary to draw up such official record. The cost of the notarial record shall be borne by the Company.

25.6 The Board of Managing Directors shall keep a minute book in which the confirmed minutes of each General Meeting shall be entered and in which shall further be inserted a copy of each notarial record made of any General Meeting. The minute book shall be open to the inspection of the Shareholders and to everyone in whom the right to attend General Meetings is vested at the registered office of the Company. Upon request any Shareholder and anyone in whom the right to attend General Meetings is vested, shall be issued a copy of or an extract from the minutes of any General Meeting, at a charge not exceeding cost.

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25.7 Each Shareholder is entitled to attend the General Meeting in person or by written proxy by means of an electronic communication system and to address the meeting and exercise the voting right there. Holders of fractional shares which collectively constitute the par value of a share shall exercise these rights collectively, whether through one of them or through the holder of a written proxy.

25.8 For the purposes of Article 25.7 above, it is mandatory that the Shareholder may be identified by means of such electronic communication system, that he may follow the transaction at the meeting directly and exercise the voting right.

25.9 The Board of Managing Directors may subject the use of such electronic communication system to certain conditions which will be announced in the convocation.

25.10 The Board of Managing Directors can also decide that votes cast through electronic means of communication or by means of a letter prior to the General Meeting are considered to be votes that are cast during the General Meeting. These votes shall not be cast prior to the Record Date.

25.11 For the purpose of Articles 25.7 up to and including 25.10, those who have voting rights and/or the right to attend General Meetings on the Record Date and are recorded as such in a register designated by the Board of Managing Directors shall be considered to have those rights, irrespective of whoever is entitled to the Shares or depository receipts at the time of the General Meeting. Unless Dutch law requires otherwise, the Board of Managing Directors is free to determine, when convening a General Meeting, whether the previous sentence applies.

25.12 Each person with the right to attend General Meetings must notify the Company in writing of his identity and his intention to attend the General Meeting. This notice must be received by the Company ultimately on the seventh day prior to the General Meeting, unless indicated otherwise when such General Meeting is convened. Persons with the right to attend General Meetings that have not complied with this requirement may be refused entry to the General Meeting.

26 VOTING RIGHTS. DECISION-MAKING

26.1 Each Share carries the right to cast one vote. Holders of fractional Shares which collectively constitute the par value of a Share shall exercise these rights collectively, whether through one of them or through the holder of a written proxy.

26.2 At the General Meeting no votes can be cast for Shares which are held by the Company or Subsidiaries, nor for depository receipts issued for Shares which are held by the Company or Subsidiaries. Usufructuaries and pledgees of Shares which belong to the Company or Subsidiaries shall not, however, be excluded from the right to vote if the usufruct or pledge was created before the Shares concerned came to be held by the Company or a Subsidiary. The Company or a Subsidiary cannot cast votes for Shares in respect of which the Company or the Subsidiary possesses a pledge or usufruct.

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26.3 For the purpose of determining to which extent Shareholders cast votes, are present or are represented, or to which extent the share capital is represented, the Shares in respect of which no votes can be cast shall not be taken into account.

26.4 Unless the law or these Articles of Association stipulate a larger majority, all resolutions of the General Meeting shall be passed by an absolute majority of the votes cast. Subject to any provision of mandatory Dutch law and any higher quorum requirement stipulated by these articles of association, if and for as long as the Company is subject to the rules and requirements of a securities exchange and such securities exchange requires the Company to have a quorum for the General Meeting, then the General Meeting can only pass resolutions if at least one third of the issued and outstanding shares in the Company' s capital are present or represented at such General Meeting. A second meeting as referred to in Section 120, paragraph 3, Book 2 cannot be convened.

26.5 Blank votes, invalid votes and abstentions shall not be counted as votes cast.

26.6 Votes on business matters - including proposals for suspension, dismissal or removal of persons - shall be taken by voice, but votes on the election of persons shall be taken by secret ballot, unless the chairperson decides a different method of voting and none of the persons present at the meeting object to such different method of voting.

26.7 If at the election of persons the voting for and against the proposal is equally divided, another vote shall be taken at the same meeting; if again the votes are equally divided, then - without prejudice to the provision in the next following sentence of this Article 26.7 - a drawing of lots shall decide. If at an election of persons the vote is taken between more than two candidates and none of the candidates receive the absolute majority of votes, another vote - where necessary after an interim vote and/or a drawing of lots - shall be taken between the two candidates who have received the largest number of votes in their favour.

If the voting for and against any other proposal than as first referred to in this Article 26.7 is equally divided, that proposal shall be rejected.

26.8 If pursuant to the Articles of Association the validity of a resolution depends also upon the part of the issued capital represented at the meeting and if such quorum is not present at the meeting, then - unless elsewhere in these Articles of Association the contrary is provided with respect to any subject specifically mentioned there - a second meeting may be called and held at which such resolution may be passed irrespective of the part of the issued capital represented at that meeting.

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The notice calling the second meeting must state that and pursuant to which provision a resolution may be passed at that meeting irrespective of the part of the issued capital represented at that meeting.

Notice calling the second meeting shall not be given until after the end of the first meeting. The second meeting must be held within six weeks after the first meeting.

27 DECISION-MAKING OUTSIDE A MEETING

27.1 Unless the Company has cooperated with the issuance of depositary receipts for Shares in its capital, any resolution which Shareholders entitled to vote can pass at a General Meeting may also be passed by them outside a meeting, provided that anyone having the right to attend General Meetings approve this manner of decision making. The approval to the manner of decision making and the votes may be submitted by electronic means of communication. The members of the Board of Managing Directors and the Board of Supervisory Directors will be allowed to give their advice prior to the decision making.

27.2 In case of decision making outside a meeting, the votes are cast in writing. The written form requirement will be met provided the resolution is recorded in writing or in electronic form getting out the manner each Shareholder votes and provided such resolution is undersigned by each person having the right to attend General Meetings.

28 GENERAL MEETING - SPECIAL RESOLUTIONS

28.1 Subject to Article 17.2, the following resolutions can only be passed by the General Meeting at the proposal of the Board of Managing Directors:

(a) the issue of Shares or the granting of rights to subscribe for Shares;

(b) the limitation or exclusion of pre-emption rights;

(c) the designation or granting of an authorisation as referred to in Articles 8.1, 8.3, 9.7, 9.9, 10.2 and 10.4, respectively;

(d) the reduction of the Company' s issued share capital;

(e) the making of a distribution from the Company' s profits or reserves;

(f) the making of a distribution in the form of Shares or in the form of assets, instead of in cash;

(g) the amendment of these Articles of Association;

(h) the entering into of a merger or demerger;

(i) the instruction of the Board of Managing Directors to apply for the Company' s bankruptcy; and

(j) the Company' s dissolution.

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28.2 A matter which pursuant to articles 24.2 and/or 24.3 has been included in the convening notice or announced in the same manner by or at the request of one or more Shareholders or anyone having the right to attend General Meetings shall not be considered to have been proposed by the Board of Managing Directors for purposes of article 28.1, unless the Board of Managing Directors has expressly indicated that it supports the discussion of such matter in the agenda of the General Meeting concerned or in the explanatory notes thereto.

29 FINANCIAL YEAR. ANNUAL ACCOUNTS

29.1 The financial year of the Company shall be the calendar year.

29.2 Each year within five months after the end of the Company' s financial year, save where this term is extended by a maximum of five months by the General Meeting on account of special circumstances, the Board of Managing Directors shall draw up Annual Accounts and a management report on that financial year. To these documents shall be added the particulars referred to in Section 392 sub-section 1 of Book 2. The Annual Accounts shall be signed by each of the Managing Directors and each of the Supervisory Directors. If the signature of any of the Managing Directors and/or any Supervisory Directors is missing, this and the reason for such absence shall be stated.

29.3 The Company shall ensure that the Annual Accounts and the management report and the particulars added by virtue of Section 392 Book 2 shall be available at the registered office of the Company as soon as possible but not later than as from the date of notice calling the General Meeting intended for the discussion and approval thereof. Shareholders or other persons with the right to attend General Meetings may inspect said documents at the business office of the Company and obtain copies thereof free of charge.

30 AUDITOR

30.1 The General Meeting shall give a certified public accountant or other expert within the meaning of Section 393 of Book 2 - both referred to herein as the "Expert" - or, as the case may be, an organisation in which such Experts work together, instruction to audit the Annual Accounts. If the General Meeting fails to give such instruction the Board of Supervisory Directors or - if it fails to give such instruction - the Board of Managing Directors shall be authorised and required to do so. The General Meeting may at any time revoke the instruction as first referred to in this Article 30.1 and give it to another Expert.

30.2 The Expert shall report on his audit to the Board of Managing Directors and to the Board of Supervisory Directors and shall set out the result of his audit in a certificate.

30.3 In cases in which the law so permits, the instruction referred to in Article 30.1 may be dispensed with or the instruction may be given to another person than the Expert referred to therein.

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31 ANNUAL MEETING. ADOPTION OF ANNUAL ACCOUNTS

31.1 Each year at least one General Meeting shall be held, that meeting to be held within six months after the end of the Company' s last expired financial year; this General Meeting is referred to hereinafter as the "Annual Meeting". The agenda of the Annual Meeting shall contain at least the following subjects:

(a) if an annual report on the past financial year is required: discussion of the annual report;

(b) adoption of the Annual Accounts of the past financial year;

(c) allocation of the profits realized in the past financial year, or determination of the manner whereby any loss sustained in that financial year is to be cleared.

31.2 The subjects listed in Article 31.1 need not be stated in the agenda of the Annual Meeting if the term for preparing the Annual Accounts has been extended or if a proposal to extend said term is on the agenda.

31.3 The Annual Accounts shall be adopted by the General Meeting. Said adoption shall not constitute a release from liability of the Managing Directors and the Supervisory Directors.

31.4 If an auditor' s certificate on the Annual Accounts is required and if the General Meeting has not had the opportunity of inspecting that certificate, the Annual Accounts cannot be adopted unless the other, added particulars include a statement giving a lawful reason for the absence of the certificate.

31.5 If the Annual Accounts are adopted after they have been amended, copies of the amended Annual Accounts may be obtained by the Shareholders and everyone in whom the right to attend General Meetings is vested free of charge.

32 DISTRIBUTIONS - GENERAL

32.1 A distribution can only be made to the extent that the Company' s equity exceeds the amount of the paid up and called up part of its capital plus the reserves which must be maintained by law.

32.2 The Board of Managing Directors may resolve to make interim distributions, provided that it appears from interim accounts to be prepared in accordance with Section 105 paragraph 4 Book 2 that the requirement referred to in Article 32.1 has been met.

32.3 Distributions shall be made in proportion to the aggregate par value of the Shares.

32.4 The parties entitled to a distribution shall be the relevant Shareholders, usufructuaries and pledgees, as the case may be, at a date to be determined by the Board of Managing Directors for that purpose. This date shall not be earlier than the date on which the distribution was announced.

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32.5 The General Meeting may resolve, subject to Article 28, that all or part of a distribution, instead of being made in cash, shall be made in the form of Shares or in the form of the Company' s assets.

32.6 A distribution shall be payable on such date and, if it concerns a distribution in cash, in such currency or currencies as determined by the Board of Managing Directors. If it concerns a distribution in the form of the Company' s assets, the Board of Managing Directors shall determine the value attributed to such distribution for purposes of recording the distribution in the Company' s accounts with due observance of applicable law (including the applicable accounting principles).

32.7 A claim for payment of a distribution shall lapse after five years have expired after the distribution became payable.

32.8 For the purpose of calculating the amount or allocation of any distribution, Shares held by the Company in its own capital shall not be taken into account. No distribution shall be made to the Company in respect of Shares held by the Company in its own capital.

33 DISTRIBUTIONS - PROFITS AND RESERVES

33.1 Subject to Article 32.1, the profits shown in the Company' s annual accounts in respect of a financial year shall be appropriated as follows, and in the following order of priority:

a. the Board of Managing Directors shall determine which part of the profits shall be added to the Company' s reserves; and

b. subject Article 28.1, the remaining profits shall be at the disposal of the General Meeting for distribution on the Shares.

33.2 Subject to Article 32.1, a distribution of profits shall be made after the adoption of the Annual Accounts that show that such distribution is allowed.

33.3 Subject to Article 28, the General Meeting is authorised to resolve to make a distribution from the Company' s reserves.

33.4 The Board of Managing Directors may resolve to charge amounts to be paid up on Shares against the Company' s reserves, irrespective of whether those Shares are issued to existing Shareholders.

34 AMENDMENT OF THE ARTICLES OF ASSOCIATION. MERGER. DIVISION

34.1 Notwithstanding Article 28.1, a resolution to amend the Articles of Association or a resolution for a merger or division in the terms of Part 7 of Book 2 may be passed by the General Meeting only by a majority of at least two thirds of the votes cast; that majority must represent more than half of the issued capital.

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34.2 If a proposal to amend the Articles of Association is to be made to the General Meeting, this must be stated in the notice calling the General Meeting. The persons giving such notice must at the same time deposit a copy of that proposal, containing the verbatim text of the proposed amendment, at the business office of the Company for inspection by the Shareholders and everyone in whom the right to attend General Meetings is vested. Failing this no resolution can be validly passed on the proposal unless the requirements set out in Article 24.5 have been fulfilled.

34.3 From the day of deposit of the proposal to amend the Articles of Association and until the end of the General Meeting at which that proposal will be discussed and voted upon, the Shareholders and everyone in whom the right to attend General Meetings is vested, must be given the opportunity to obtain copies of that proposal. The copies shall be issued free of charge.

35 DISSOLUTION AND WINDING UP

35.1 The General Meeting has the power to resolve to dissolve the Company, provided with due observance of the requirements set out in Article 28.1.

35.2 In the event of its voluntary dissolution the Company shall continue in existence for such period of time as the liquidation of its assets and liabilities may require.

35.3 In any document issued and notice served by the Company in the course of its winding up the words: “in liquidation” must be added to its name.

35.4 Unless otherwise resolved by the General Meeting or unless otherwise provided by law, the Managing Directors of the Company shall be the liquidators of the Company under the supervision of the Supervisory Directors.

35.5 The reports and statements relating to the dissolution and the winding up as required by law shall be filed by the liquidators at the Trade Register of the Dutch Chamber of Commerce.

35.6 The surplus assets remaining after all the Company’ s liabilities have been satisfied shall be divided among the Shareholders in proportion to that part of the par value of the Shares which each one has paid on his Shares by virtue of calls made upon the Shareholders.

35.7 After completion of the winding up, during the safe-keeping period prescribed by law the books, records and other data carriers of the dissolved Company shall remain in the custody of the person whom the liquidators have appointed for that purpose in writing.

36 FEDERAL FORUM PROVISION

36.1 Except as otherwise consented into writing by the Company, the sole and exclusive forum of any complaint asserting a cause of action arising under the United States Securities Act of 1993, as amended, to the fullest extent permitted by applicable law, shall be the federal district courts of the United States of America.

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Exhibit 4.2

ATAI LIFE SCIENCES N.V.

INDENTURE

Dated as of [ ], 20[ ]

[ ]

Trustee

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ATAI LIFE SCIENCES N.V.

Reconciliation and tie between Trust Indenture Act of 1939 and Indenture, dated as of [ ],20[ ].

§ 310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	Not Applicable
(a)(4)	Not Applicable
(a)(5)	7.10
(b)	7.10
§ 311(a)	7.11
(b)	7.11
(c)	Not Applicable
§ 312(a)	2.6
(b)	10.3
(c)	10.3
§ 313(a)	7.6
(b)(1)	7.6
(b)(2)	7.6
(c)(1)	7.6
(d)	7.6
§ 314(a)	4.2, 10.5
(b)	Not Applicable
(c)(1)	10.4
(c)(2)	10.4
(c)(3)	Not Applicable
(d)	Not Applicable
(e)	10.5
(0)	Not Applicable
§ 315(a)	7.1
(b)	7.5
(c)	7.1
(d)	7.1
(e)	6.14
§ 316(a)	2.10
(a)(1)(A)	6.12
(a)(1)(B)	6.13
(b)	6.8
§ 317(a)(1)	6.3
(a)(2)	6.4
(b)	2.5
§ 318(a)	10.1

.Note: This reconciliation and tie shall not, for any purpose, be deemed to be part of the Indenture.

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Indenture dated as of [ ], 20[ ] between ATAI Life Sciences N. V., a public company with limited liability incorporated under the laws of the Netherlands("*Company*"), and [ ] ("*Trustee*").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Securities issued under this Indenture.

ARTICLE I.
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.1 Definitions.

"*Additional Amounts*" means any additional amounts which are required hereby or by any Security, under circumstances specified herein or therein, to be paid by the Company in respect of certain taxes imposed on Holders specified herein or therein and which are owing to such Holders.

"*Affiliate*" of any specified person means any other person directly or indirectly controlling or controlled by or under common control with such specified person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities or by agreement or otherwise.

"*Agent*" means any Registrar, Paying Agent or Notice Agent.

"*Board of Directors*" means the supervisory board of directors of the Company or any duly authorized committee thereof.

"*Board of Managing Directors*" means the management board of the Company or any duly authorized committee thereof.

"*Board Resolution*" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been adopted by the Board of Directors or pursuant to authorization, consent or approval by the Board of Directors, including any Management Board Resolution approved by the Board of Managing Directors, and to be in full force and effect on the date of the certificate and delivered to the Trustee.

"*Business Day*" means any day except a Saturday, Sunday or a legal holiday in the City of New York, New York (or in connection with any payment, the place of payment) on which banking institutions are authorized or required by law, regulation or executive order to close.

"*Capital Stock*" means any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock.

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"*Company*" means the party named as such above until a successor replaces it and thereafter means the successor.

"*Company Order*" means a written order signed in the name of the Company by an Officer.

"*Corporate Trust Office*" means the office of the Trustee at which at any particular time its corporate trust business related to this Indenture shall be principally administered.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Depositary*" means, with respect to the Securities of any Series issuable or issued in whole or in part in the form of one or more Global Securities, the person designated as Depositary for such Series by the Company, which Depositary shall be a clearing agency registered under the Exchange Act; and if at any time there is more than one such person, "*Depositary*" as used with respect to the Securities of any Series shall mean the Depositary with respect to the Securities of such Series.

"*Discount Security*" means any Security that provides for an amount less than the stated principal amount thereof to be due and payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.2.

"*Dollars*" and "$" means the currency of the United States of America.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Foreign Currency*" means any currency or currency unit issued by a government other than the government of the United States of America.

"*Foreign Government Obligations*" means, with respect to Securities of any Series that are denominated in a Foreign Currency, direct obligations of, or obligations guaranteed by, the government that issued or caused to be issued such currency for the payment of which obligations its full faith and credit is pledged and which are not callable or redeemable at the option of the issuer thereof.

"*GAAP*" means accounting principles generally accepted in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect as of the date of determination.

"*Global Security*" or "*Global Securities*" means a Security or Securities, as the case may be, in the form established pursuant to Section 2.2 evidencing all or part of a Series of Securities, issued to the Depositary for such Series or its nominee, and registered in the name of such Depositary or nominee.

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"*Holder*" or "*Securityholder*" means a person in whose name a Security is registered on the Registrar' s books.

"*Indenture*" means this Indenture as amended or supplemented from time to time and shall include the form and terms of particular Series of Securities established as contemplated hereunder.

"*interest*" with respect to any Discount Security which by its terms bears interest only after Maturity, means interest payable after Maturity.

"*Management Board Resolution*" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been adopted by the Board of Managing Directors or pursuant to authorization by the Board of Managing Directors and to be in full force and effect on the date of the certificate and delivered to the Trustee.

"*Maturity,*" when used with respect to any Security, means the date on which the principal of such Security becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"*Officer*" means the Chief Executive Officer, President, the Chief Financial Officer, the Treasurer or any Assistant Treasurer, the Secretary or any Assistant Secretary, and any Vice President of the Company.

"*Officer's Certificate*" means a certificate signed by any Officer that meets the requirements of this Indenture.

"*Opinion of Counsel*" means a written opinion of legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company. The opinion may contain customary limitations, conditions and exceptions.

"*person*" means any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"*principal*" of a Security means the principal of the Security plus, when appropriate, the premium, if any, on, and any Additional Amounts in respect of, the Security.

"*Responsible Officer*" means any officer of the Trustee in its Corporate Trust Office having responsibility for administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer to whom any corporate trust matter is referred because of his or her knowledge of and familiarity with a particular subject.

"*SEC*" means the Securities and Exchange Commission.

"*Security*" or "*Securities*" means the debentures, notes or other debt instruments of the Company of any Series authenticated and delivered under this Indenture.

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"*Series*" or "*Series of Securities*" means each series of debentures, notes or other debt instruments of the Company created pursuant to Sections 2.1 and 2.2 hereof.

"*Stated Maturity*" when used with respect to any Security, means the date specified in such Security as the fixed date on which the principal of such Security or interest is due and payable.

"*Subsidiary*" of any specified person means any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other Subsidiaries of that person or a combination thereof.

"*TIA*" means the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb) as in effect on the date of this Indenture; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, "*TIA*" means, to the extent required by any such amendment, the Trust Indenture Act as so amended.

" *Trustee*" means the person named as the "*Trustee*" in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "*Trustee*" shall mean or include each person who is then a Trustee hereunder, and if at any time there is more than one such person, "*Trustee*" as used with respect to the Securities of any Series shall mean the Trustee with respect to Securities of that Series.

"*U.S. Government Obligations*" means securities which are direct obligations of, or guaranteed by, the United States of America for the payment of which its full faith and credit is pledged and which are not callable or redeemable at the option of the issuer thereof, and shall also include a depositary receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such custodian for the account of the holder of a depositary receipt, *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. Government Obligation evidenced by such depositary receipt.

Section 1.2 Other Definitions.

TERM	DEFINED IN SECTION
"Agent Member"	2.14.6
"*Bankruptcy Law* "	6.1
"*Custodian*"	6.1
"*Event of Default*"	6.1
"*Judgment Currency*"	10.16
"*mandatory sinking fund payment*"	11.1
"*New York Banking Day*"	10.16

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TERM	DEFINED IN SECTION
"*Notice Agent*"	2.4
"*optional sinking fund payment*"	11.1
"*Paying Agent*"	2.4
"*Registrar*"	2.4
"*Required Currency*"	10.16
"*Specified Courts* "	10.10
"*successor person* "	5.1

Section 1.3 Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. The following TIA terms used in this Indenture have the following meanings:

"*Commission*" means the SEC.

"indenture securities" means the Securities.

"*indenture security holder*" means a Securityholder.

"*indenture to be qualified*" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"*obligor*" on the indenture securities means the Company and any successor obligor upon the Securities.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA and not otherwise defined herein are used herein as so defined.

Section 1.4 Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "*or*" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular;

(e) provisions apply to successive events and transactions;

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(f) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding"; and

(g) the phrase "in writing" as used herein shall be deemed to include PDFs, e-mails and other electronic means of transmission, unless otherwise indicated.

ARTICLE II.
THE SECURITIES

Section 2.1 Issuable in Series.

The aggregate principal amount of Securities that may be authenticated and delivered under this Indenture is unlimited. The Securities may be issued in one or more Series. All Securities of a Series shall be identical except as may be set forth or determined in the manner provided in a Board Resolution, a supplemental indenture or an Officer' s Certificate detailing the adoption of the terms thereof pursuant to authority granted under a Board Resolution. In the case of Securities of a Series to be issued from time to time, the Board Resolution, Officer' s Certificate or supplemental indenture detailing the adoption of the terms thereof pursuant to authority granted under a Board Resolution may provide for the method by which specified terms (such as interest rate, maturity date, record date or date from which interest shall accrue) are to be determined. Securities may differ between Series in respect of any matters, provided that all Series of Securities shall be equally and ratably entitled to the benefits of the Indenture.

Section 2.2 Establishment of Terms of Series of Securities.

At or prior to the issuance of any Securities within a Series, the following shall be established (as to the Series generally, in the case of Subsection 2.2.1 and either as to such Securities within the Series or as to the Series generally in the case of Subsections 2.2.2 through 2.2.23) by or pursuant to a Board Resolution, and set forth or determined in the manner provided in a Board Resolution, supplemental indenture hereto or Officer' s Certificate:

2.2.1 the title (which shall distinguish the Securities of that particular Series from the Securities of any other Series) and ranking (including the terms of any subordination provisions) of the Series;

2.2.2 the price or prices (expressed as a percentage of the principal amount thereof) at which the Securities of the Series will be issued;

2.2.3 any limit upon the aggregate principal amount of the Securities of the Series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the Series pursuant to Section 2.7,2.8,2.11, 3.6 or 9.6);

2.2.4 the date or dates on which the principal of the Securities of the Series is payable;

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2.2.5 the rate or rates (which may be fixed or variable) per annum or, if applicable, the method used to determine such rate or rates (including, but not limited to, any commodity, commodity index, stock exchange index or financial index) at which the Securities of the Series shall bear interest, if any, the date or dates from which such interest, if any, shall accrue, the date or dates on which such interest, if any, shall commence and be payable and any regular record date for the interest payable on any interest payment date;

2.2.6 the place or places where the principal of and interest, if any, on the Securities of the Series shall be payable, where the Securities of such Series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities of such Series and this Indenture may be delivered, and the method of such payment, if by wire transfer, mail or other means;

2.2.7 if applicable, the period or periods within which, the price or prices at which and the terms and conditions upon which the Securities of the Series may be redeemed, in whole or in part, at the option of the Company;

2.2.8 the obligation, if any, of the Company to redeem or purchase the Securities of the Series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof and the period or periods within which, the price or prices at which and the terms and conditions upon which Securities of the Series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

2.2.9 the dates, if any, on which and the price or prices at which the Securities of the Series will be repurchased by the Company at the option of the Holders thereof and other detailed terms and provisions of such repurchase obligations;

2.2.10 if other than denominations of $1,000 and any integral multiple thereof, the denominations in which the Securities of the Series shall be issuable;

2.2.11 the forms of the Securities of the Series and whether the Securities will be issuable as Global Securities;

2.2.12 if other than the principal amount thereof, the portion of the principal amount of the Securities of the Series that shall be payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.2;

2.2.13 the currency of denomination of the Securities of the Series, which may be Dollars or any Foreign Currency, and if such currency of denomination is a composite currency, the agency or organization, if any, responsible for overseeing such composite currency;

2.2.14 the designation of the currency, currencies or currency units in which payment of the principal of and interest, if any, on the Securities of the Series will be made;

2.2.15 if payments of principal of or interest, if any, on the Securities of the Series are to be made in one or more currencies or currency units other than that or those in which such Securities are denominated, the manner in which the exchange rate with respect to such payments will be determined;

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2.2.16 the manner in which the amounts of payment of principal of or interest, if any, on the Securities of the Series will be determined, if such amounts may be determined by reference to an index based on a currency or currencies or by reference to a commodity, commodity index, stock exchange index or financial index;

2.2.17 the provisions, if any, relating to any security provided for the Securities of the Series;

2.2.18 any addition to, deletion of or change in the Events of Default which applies to any Securities of the Series and any change in the right of the Trustee or the requisite Holders of such Securities to declare the principal amount thereof due and payable pursuant to Section 6.2;

2.2.19 any addition to, deletion of or change in the covenants applicable to Securities of the Series;

2.2.20 any Depositaries, interest rate calculation agents, exchange rate calculation agents or other agents with respect to Securities of such Series if other than those appointed herein;

2.2.21 the provisions, if any, relating to conversion or exchange of any Securities of such Series, including if applicable, the conversion or exchange price, the conversion or exchange period, provisions as to whether conversion or exchange will be mandatory, at the option of the Holders thereof or at the option of the Company, the events requiring an adjustment of the conversion price or exchange price and provisions affecting conversion or exchange if such Series of Securities are redeemed;

2.2.22 any other terms of the Series (which may supplement, modify or delete any provision of this Indenture insofar as it applies to such Series), including any terms that may be required under applicable law or regulations or advisable in connection with the marketing of Securities of that Series; and

2.2.23 whether any of the Company' s direct or indirect Subsidiaries will guarantee the Securities of that Series, including the terms of subordination, if any, of such guarantees.

All Securities of any one Series need not be issued at the same time and may be issued from time to time, consistent with the terms of this Indenture, if so provided by or pursuant to the Board Resolution, supplemental indenture hereto or Officer' s Certificate referred to above.

Section 2.3 Execution and Authentication.

An Officer shall sign the Securities for the Company by manual, facsimile or electronic signature.

If an Officer whose signature is on a Security no longer holds that office at the time the Security is authenticated, the Security shall nevertheless be valid.

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A Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

The Trustee shall at any time, and from time to time, authenticate Securities for original issue in the principal amount provided in the Board Resolution, supplemental indenture hereto or Officer' s Certificate, upon receipt by the Trustee of a Company Order. Each Security shall be dated the date of its authentication.

The aggregate principal amount of Securities of any Series outstanding at any time may not exceed any limit upon the maximum principal amount for such Series set forth in the Board Resolution, supplemental indenture hereto or Officer' s Certificate delivered pursuant to Section 2.2, except as provided in Section 2.8.

Prior to the issuance of Securities of any Series, the Trustee shall have received and (subject to Section 7.2) shall be fully protected in relying on: (a) the Board Resolution, supplemental indenture hereto or Officer' s Certificate establishing the form of the Securities of that Series or of Securities within that Series and the terms of the Securities of that Series or of Securities within that Series, (b) an Officer' s Certificate complying with Section 10.4, and (c) an Opinion of Counsel complying with Section 10.4.

The Trustee shall have the right to decline to authenticate and deliver any Securities of such Series: (a) if the Trustee, being advised by counsel, determines that such action may not be taken lawfully; or (b) if the Trustee in good faith determines that such action would expose the Trustee to personal liability to Holders of any then outstanding Series of Securities.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate of the Company.

Section 2.4 Registrar and Paying Agent.

The Company shall maintain, with respect to each Series of Securities, at the place or places specified with respect to such Series pursuant to Section 2.2, an office or agency where Securities of such Series may be presented or surrendered for payment ("*Paying Agent*"), where Securities of such Series may be surrendered for registration of transfer or exchange ("*Registrar*") and where notices and demands to or upon the Company in respect of the Securities of such Series and this Indenture may be delivered ("*Notice Agent*"). The Registrar shall keep a register with respect to each Series of Securities and to their transfer and exchange. The Company will give prompt written notice to the Trustee of the name and address, and any change in the name or address, of each Registrar, Paying Agent or Notice Agent. If at any time the Company shall fail to maintain any such required Registrar, Paying Agent or Notice Agent or shall fail to furnish the Trustee with the name and address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the

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Trustee, and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands; provided, however, that any appointment of the Trustee as the Notice Agent shall exclude the appointment of the Trustee or any office of the Trustee as an agent to receive the service of legal process on the Company.

The Company may also from time to time designate one or more co-registrars, additional paying agents or additional notice agents and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligations to maintain a Registrar, Paying Agent and Notice Agent in each place so specified pursuant to Section 2.2 for Securities of any Series for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the name or address of any such co-registrar, additional paying agent or additional notice agent. The term "*Registrar*" includes any co-registrar; the term "*Paying Agent*" includes any additional paying agent; and the term "*Notice Agent*" includes any additional notice agent. The Company or any of its Affiliates may serve as Registrar or Paying Agent.

The Company hereby appoints the Trustee the initial Registrar, Paying Agent and Notice Agent for each Series unless another Registrar, Paying Agent or Notice Agent, as the case may be, is appointed prior to the time Securities of that Series are first issued.

Section 2.5 Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust, for the benefit of Securityholders of any Series of Securities, or the Trustee, all money held by the Paying Agent for the payment of principal of or interest on the Series of Securities, and will notify the Trustee in writing of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary of the Company) shall have no further liability for the money. If the Company or a Subsidiary of the Company acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of Securityholders of any Series of Securities all money held by it as Paying Agent. Upon any bankruptcy, reorganization or similar proceeding with respect to the Company, the Trustee shall serve as Paying Agent for the Securities.

Section 2.6 Securityholder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders of each Series of Securities and shall otherwise comply with TIA § 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least 10 days before each interest payment date and at such other times as the Trustee may request in writing a list, in such form and as of such date as the Trustee may reasonably require, of the names and addresses of Securityholders of each Series of Securities.

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Every Securityholder, by receiving and holding Securities, agrees with the Company and the Trustee that neither the Company nor the Trustee or any agent of either of them shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Securityholders in accordance with TIA § 312, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under TIA § 312(b).

Section 2.7 Transfer and Exchange.

Where Securities of a Series are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Securities of the same Series, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met. To permit registrations of transfers and exchanges, the Trustee shall authenticate Securities at the Registrar' s request. No service charge shall be made for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer tax or similar governmental charge payable upon exchanges pursuant to Sections 2.11, 3.6 or 9.6).

Neither the Company nor the Registrar shall be required (a) to issue, register the transfer of, or exchange Securities of any Series for the period beginning at the opening of business 15 days immediately preceding the sending of a notice of redemption of Securities of that Series selected for redemption and ending at the close of business on the day such notice is sent, (b) to register the transfer of or exchange Securities of any Series selected, called or being called for redemption as a whole or the portion being redeemed of any such Securities selected, called or being called for redemption in part, or (c) to register the transfer of or exchange Securities of any Series between a record date and payment date for such Series of Securities.

Section 2.8 Mutilated, Destroyed, Lost and Stolen Securities.

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Security of the same Series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity bond as may be required by each of them to hold itself and any of its agents harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and upon receipt of a Company Order the Trustee shall authenticate and make available for delivery, in lieu of any such destroyed, lost or stolen Security, a new Security of the same Series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security.

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Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Security of any Series issued pursuant to this Section in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that Series duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

Section 2.9 Outstanding Securities.

The Securities outstanding at any time are all the Securities authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest on a Global Security effected by the Trustee in accordance with the provisions hereof and those described in this Section as not outstanding.

If a Security is replaced pursuant to Section 2.8, it ceases to be outstanding until the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchaser.

If the Paying Agent (other than the Company, a Subsidiary of the Company or an Affiliate of the Company) holds on the Maturity of Securities of a Series money sufficient to pay such Securities payable on that date, then on and after that date such Securities of the Series cease to be outstanding and interest on them ceases to accrue.

The Company may purchase or otherwise acquire the Securities, whether by open market purchases, negotiated transactions or otherwise. A Security does not cease to be outstanding because the Company or an Affiliate of the Company holds the Security (but see Section 2.10 below).

In determining whether the Holders of the requisite principal amount of outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of a Discount Security that shall be deemed to be outstanding for such purposes shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration of the Maturity thereof pursuant to Section 6.2.

Section 2.10 Treasury Securities.

In determining whether the Holders of the required principal amount of Securities of a Series have concurred in any request, demand, authorization, direction, notice, consent or waiver, Securities of a Series owned by the Company or any Affiliate of the Company shall be

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disregarded, except that for the purposes of determining whether the Trustee shall be protected in relying on any such request, demand, authorization, direction, notice, consent or waiver only Securities of a Series that a Responsible Officer of the Trustee knows are so owned shall be so disregarded.

Section 2.11 Temporary Securities.

Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Securities upon a Company Order. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee upon receipt of a Company Order shall authenticate definitive Securities of the same Series and date of maturity in exchange for temporary Securities. Until so exchanged, temporary securities shall have the same rights under this Indenture as the definitive Securities.

Section 2.12 Cancellation.

The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar and the Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee shall cancel all Securities surrendered for transfer, exchange, payment, replacement or cancellation and shall destroy such canceled Securities (subject to the record retention requirements of the Exchange Act and the Trustee) and deliver a certificate of such cancellation to the Company upon written request of the Company. The Company may not issue new Securities to replace Securities that it has paid or delivered to the Trustee for cancellation.

Section 2.13 Defaulted Interest.

If the Company defaults in a payment of interest on a Series of Securities, it shall pay the defaulted interest, plus, to the extent permitted by law, any interest payable on the defaulted interest, to the persons who are Securityholders of the Series on a subsequent special record date. The Company shall fix the record date and payment date. At least 10 days before the special record date, the Company shall send to the Trustee and to each Securityholder of the Series a notice that states the special record date, the payment date and the amount of interest to be paid. The Company may pay defaulted interest in any other lawful manner.

Section 2.14 Global Securities.

2.14.1 Terms of Securities. A Board Resolution, a supplemental indenture hereto or an Officer' s Certificate shall establish whether the Securities of a Series shall be issued in whole or in part in the form of one or more Global Securities and the Depositary for such Global Security or Securities.

2.14.2 Transfer and Exchange. Notwithstanding any provisions to the contrary contained in Section 2.7 of the Indenture and in addition thereto, any Global Security shall be exchangeable pursuant to Section 2.7 of the Indenture for Securities registered in the names of Holders other than the Depositary for such Security or its nominee only if (i) such Depositary

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notifies the Company that it is unwilling or unable to continue as Depositary for such Global Security or if at any time such Depositary ceases to be a clearing agency registered under the Exchange Act, and, in either case, the Company fails to appoint a successor Depositary registered as a clearing agency under the Exchange Act within 90 days of such event or (ii) the Company executes and delivers to the Trustee an Officer' s Certificate to the effect that such Global Security shall be so exchangeable. Any Global Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for Securities registered in such names as the Depositary shall direct in writing in an aggregate principal amount equal to the principal amount of the Global Security with like tenor and terms.

Except as provided in this Section 2.14.2, a Global Security may not be transferred except as a whole by the Depositary with respect to such Global Security to a nominee of such Depositary, by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such a successor Depositary.

None of the Trustee or any Agent shall have any obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Depositary participants, members or beneficial owners in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

None of the Trustee or any Agent shall have any responsibility or obligation to any beneficial owner of a Global Security, a member of, or a participant in the Depositary or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in any Security or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of optional redemption) or the payment of any amount, under or with respect to such Security.

2.14.3 Legends. Any Global Security issued hereunder shall bear a legend in substantially the following form:

"THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH A SUCCESSOR DEPOSITARY."

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In addition, so long as the Depository Trust Company ("*DTC*") is the Depositary, each Global Security registered in the name of DTC or its nominee shall bear a legend in substantially the following form:

"UNLESS THIS GLOBAL SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("*DTC*"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY GLOBAL SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

2.14.4 Acts of Holders. The Depositary, as a Holder, may appoint agents and otherwise authorize participants to give or take any request, demand, authorization, direction, notice, consent, waiver or other action which a Holder is entitled to give or take under the Indenture.

2.14.5 Payments. Notwithstanding the other provisions of this Indenture, unless otherwise specified as contemplated by Section 2.2, payment of the principal of and interest, if any, on any Global Security shall be made to the Holder thereof.

2.14.6 Agent Members. The registered Holder of a Security will be treated as the owner of such Security for all purposes and only registered Holders shall have rights under this Indenture and the Securities. Members of, or participants in, the Depositary ("Agent Members") and persons who hold beneficial interests in a Global Security through an Agent Member shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depositary. The Depositary may be treated by the Company, the Trustee, the Paying Agent, the Registrar and any agent of the foregoing as the absolute owner of the Global Securities for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee, the Paying Agent, the Registrar or any agent of the foregoing from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of such Depositary governing the exercise of the rights of a Holder of a beneficial interest in any Global Security.

2.14.7 Consents. Declaration and Directions. The Company, the Trustee and any Agent shall treat a person as the Holder of such principal amount of outstanding Securities of such Series represented by a Global Security as shall be specified in a written statement of the Depositary or by the applicable procedures of such Depositary with respect to such Global Security, for purposes of obtaining any consents, declarations, waivers or directions required to be given by the Holders pursuant to this Indenture.

Section 2.15 CUSIP Numbers.

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The Company in issuing the Securities may use "*CUSIP*" numbers (if then generally in use), and, if so, the Trustee shall use "*CUSIP*" numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other elements of identification printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

ARTICLE III.
REDEMPTION

Section 3.1 Notice to Trustee.

The Company may, with respect to any Series of Securities, reserve the right to redeem and pay the Series of Securities or may covenant to redeem and pay the Series of Securities or any part thereof prior to the Stated Maturity thereof at such time and on such terms as provided for in such Securities. If a Series of Securities is redeemable and the Company wants or is obligated to redeem prior to the Stated Maturity thereof all or part of the Series of Securities pursuant to the terms of such Securities, it shall notify the Trustee in writing of the redemption date and the principal amount of the Series of Securities to be redeemed. The Company shall give the notice at least 15 days before the redemption date, unless a shorter period is satisfactory to the Trustee.

Section 3.2 Selection of Securities to be Redeemed.

Unless otherwise indicated for a particular Series by a Board Resolution, a supplemental indenture hereto or an Officer' s Certificate, if less than all the Securities of a Series are to be redeemed, the Securities of the Series to be redeemed will be selected as follows: (a) if the Securities are in the form of Global Securities, in accordance with the procedures of the Depositary, (b) if the Securities are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange, if any, on which the Securities are listed, or (c) if not otherwise provided for under clause (a) or (b) in the manner that the Trustee deems fair and appropriate, including by lot or other method, unless otherwise required by law or applicable stock exchange requirements, subject, in the case of Global Securities, to the applicable rules and procedures of the Depositary. The Securities to be redeemed shall be selected from Securities of the Series outstanding not previously called for redemption. Portions of the principal of Securities of the Series that have denominations larger than $1,000 may be selected for redemption. Securities of the Series and portions of them it selected for redemption shall be in amounts of $ 1,000 or whole multiples of $ 1,000 or, with respect to Securities of any Series issuable in other denominations pursuant to Section 2.2.10, the minimum principal denomination for each Series and the authorized integral multiples thereof. Provisions of this Indenture that apply to Securities of a Series called for redemption also apply to portions of Securities of that Series called for redemption.

Section 3.3 Notice of Redemption.

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Unless otherwise indicated for a particular Series by Board Resolution, a supplemental indenture hereto or an Officer' s Certificate, at least 15 days but not more than 60 days before a redemption date, the Company shall send or cause to be sent by first-class mail or electronically, in accordance with the procedures of the Depositary, a notice of redemption to each Holder whose Securities are to be redeemed.

The notice shall identify the Securities of the Series to be redeemed and shall state:

(a) the redemption date;

(b) the redemption price;

(c) the name and address of the Paying Agent;

(d) if any Securities are being redeemed in part, the portion of the principal amount of such Securities to be redeemed and that, after the redemption date and upon surrender of such Security, a new Security or Securities in principal amount equal to the unredeemed portion of the original Security shall be issued in the name of the Holder thereof upon cancellation of the original Security;

(e) that Securities of the Series called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that interest on Securities of the Series called for redemption ceases to accrue on and after the redemption date unless the Company defaults in the deposit of the redemption price;

(g) the CUSIP number, if any; and

(h) any other information as may be required by the terms of the particular Series or the Securities of a Series being redeemed.

At the Company' s request, the Trustee shall give the notice of redemption in the Company' s name and at its expense, provided, however, that the Company has delivered to the Trustee, at least 10 days (unless a shorter time shall be acceptable to the Trustee) prior to the notice date, an Officer' s Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice and the form of such notice.

Section 3.4 Effect of Notice of Redemption.

Once notice of redemption is sent as provided in Section 3.3, Securities of a Series called for redemption become due and payable on the redemption date and at the redemption price. Except as otherwise provided in the supplemental indenture, Board Resolution or Officer' s Certificate for a Series, a notice of redemption may not be conditional. Upon surrender to the Paying Agent, such Securities shall be paid at the redemption price plus accrued interest to the redemption date.

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Section 3.5 Deposit of Redemption Price.

On or before 11:00 a.m., New York City time, on the redemption date, the Company shall deposit with the Paying Agent money sufficient to pay the redemption price of and accrued interest, if any, on all Securities to be redeemed on that date.

Section 3.6 Securities Redeemed in Part.

Upon surrender of a Security that is redeemed in part, the Trustee shall authenticate for the Holder a new Security of the same Series and the same maturity equal in principal amount to the unredeemed portion of the Security surrendered.

ARTICLE IV.
COVENANTS

Section 4.1 Payment of Principal and Interest.

The Company covenants and agrees for the benefit of the Holders of each Series of Securities that it will duly and punctually pay the principal of and interest, if any, on the Securities of that Series in accordance with the terms of such Securities and this Indenture. On or before 11:00 a.m., New York City time, on the applicable payment date, the Company shall deposit with the Paying Agent money sufficient to pay the principal of and interest, if any, on the Securities of each Series in accordance with the terms of such Securities and this Indenture.

Section 4.2 SEC Reports.

To the extent any Securities of a Series are outstanding, the Company shall deliver to the Trustee within 15 days after it files them with the SEC copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act. The Company also shall comply with the other provisions of TIA § 314(a). Reports, information and documents filed with the SEC via the EDGAR system will be deemed to be delivered to the Trustee as of the time of such filing via EDGAR for purposes of this Section 4.2.

Delivery of reports, information and documents to the Trustee under this Section 4.2 are for informational purposes only and the Trustee' s receipt of the foregoing shall not constitute constructive or actual notice of any information contained therein or determinable from information contained therein, including the Company' s compliance with any of the covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer' s Certificates). All such reports, information or documents referred to in this Section 4.2 that the Company files with the SEC via the SEC' s EDGAR system shall be deemed to be filed with the Trustee and transmitted to Securityholders at the time such reports, information or documents are filed via the EDGAR system (or any successor system).

Section 4.3 Compliance Certificate.

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To the extent any Securities of a Series are outstanding, the Company shall deliver to the Trustee, within 120 days after the end of each fiscal year of the Company, an Officer' s Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to such Officer signing such certificate, that to the best of his/her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions hereof (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which the Officer may have knowledge).

Section 4.4 Stay, Extension and Usury Laws.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture or the Securities; and the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

ARTICLE V.
SUCCESSORS

Section 5.1 When Company May Merge, Etc.

The Company shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its properties and assets to, any person (a "*successor person*") unless:

(a) the Company is the surviving corporation or the successor person (if other than the Company) is a corporation, partnership, trust or other entity organized and validly existing under the laws of the Netherlands and expressly assumes the Company' s obligations on the Securities and under this Indenture; and

(b) immediately after giving effect to the transaction, no Default or Event of Default shall have occurred and be continuing.

The Company shall deliver to the Trustee prior to the consummation of the proposed transaction an Officer' s Certificate to the foregoing effect and an Opinion of Counsel stating that the proposed transaction and any supplemental indenture comply with this Indenture.

Notwithstanding the above, any Subsidiary of the Company may consolidate with, merge into or transfer all or part of its properties to the Company. Neither an Officer' s Certificate nor an Opinion of Counsel shall be required to be delivered in connection therewith.

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Section 5.2 Successor Corporation Substituted.

Upon any consolidation or merger, or any sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company in accordance with Section 5.1, the successor corporation formed by such consolidation or into or with which the Company is merged or to which such sale, lease, conveyance or other disposition is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor person has been named as the Company herein; provided, however, that the predecessor Company in the case of a sale, conveyance or other disposition (other than a lease) shall be released from all obligations and covenants under this Indenture and the Securities.

ARTICLE VI.
DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

"*Event of Default,*" wherever used herein with respect to Securities of any Series, means any one of the following events, unless in the establishing Board Resolution, supplemental indenture or Officer' s Certificate it is provided that such Series shall not have the benefit of said Event of Default:

(a) default in the payment of any interest on any Security of that Series when it becomes due and payable, and continuance of such default for a period of 30 days (unless the entire amount of such payment is deposited by the Company with the Trustee or with a Paying Agent prior to 11:00 a.m., New York City time, on the 30th day of such period); or

(b) default in the payment of principal of any Security of that Series at its Maturity; or

(c) default in the performance or breach of any covenant or warranty of the Company in this Indenture (other than defaults pursuant to paragraphs (a) or (b) above or pursuant to a covenant or warranty that has been included in this Indenture solely for the benefit of a Series of Securities other than that Series), which default continues uncured for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the outstanding Securities of that Series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "*Notice of Default*" hereunder; or

(d) the Company pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case,

(ii) consents to the entry of an order for relief against it in an involuntary case,

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(iii) consents to the appointment of a Custodian of it or for all or substantially all of its property,

(iv) makes a general assignment for the benefit of its creditors, or

(v) generally is unable to pay its debts as the same become due; or

(e) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company in an involuntary case,

(ii) appoints a Custodian of the Company or for all or substantially all of its property, or

(iii) orders the liquidation of the Company, and the order or decree remains unstayed and in effect for 60 days; or

(f) any other Event of Default provided with respect to Securities of that Series, which is specified in a Board Resolution, a supplemental indenture hereto or an Officer' s Certificate, in accordance with Section 2.2.18.

The term "*Bankruptcy Law*" means the relevant law in the Netherlands relating to the capability of a debtor to pay its debts, the debtor' s over-indebtedness or lack of assets to cover a debtor' s outstanding debt or relating to moratorium, bankruptcy, insolvency, receivership, winding up, examinership, liquidation, reorganization or relief of debtors (including, without limitation, the Dutch bankruptcy act (*Faillissementswef*) or any amendment to, succession to or change in any such law. The term "*Custodian*" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

The Company will provide the Trustee written notice of any Default or Event of Default within 30 days of becoming aware of the occurrence of such Default or Event of Default, which notice will describe in reasonable detail the status of such Default or Event of Default and what action the Company is taking or proposes to take in respect thereof.

Section 6.2 Acceleration of Maturity: Rescission and Annulment.

If an Event of Default with respect to Securities of any Series at the time outstanding occurs and is continuing (other than an Event of Default referred to in Section 6.1(d) or (e)) then in every such case the Trustee or the Holders of not less than 25% in principal amount of the outstanding Securities of that Series may declare the principal amount (or, if any Securities of that Series are Discount Securities, such portion of the principal amount as may be specified in the terms of such Securities) of and accrued and unpaid interest, if any, on all of the Securities of that Series to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) and accrued and unpaid interest, if any, shall become immediately due and payable. If an Event of Default specified in Section 6.1(d) or (e) shall occur, the principal amount (or specified amount) of and accrued and unpaid interest, if any, on all outstanding Securities shall *ipso facto* become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

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At any time after such a declaration of acceleration with respect to any Series has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in principal amount of the outstanding Securities of that Series, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if all Events of Default with respect to Securities of that Series, other than the non-payment of the principal and interest, if any, of Securities of that Series which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 6.13.

No such rescission shall affect any subsequent Default or impair any right consequent thereon.

Section 6.3 Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if

(a) default is made in the payment of any interest on any Security when such interest becomes due and payable and such default continues for a period of 30 days, or

(b) default is made in the payment of principal of any Security at the Maturity thereof, or

(c) default is made in the deposit of any sinking fund payment, if any, when and as due by the terms of a Security,

then, the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Securities, the whole amount then due and payable on such Securities for principal and interest and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal and any overdue interest at the rate or rates prescribed therefor in such Securities, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the compensation, reasonable expenses, disbursements and advances of the Trustee, its agents and counsel.

If the Company fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon such Securities and collect the moneys adjudged or deemed to be payable in the manner provided by law out of the property of the Company or any other obligor upon such Securities, wherever situated.

If an Event of Default with respect to any Securities of any Series occurs and is continuing, the Trustee, subject to Article VII, may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such Series by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

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Section 6.4 Trustee May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or any other obligor upon the Securities or the property of the Company or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal and interest owing and unpaid in respect of the Securities and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the compensation, reasonable expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same, and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, reasonable expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.7.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.5 Trustee May Enforce Claims Without Possession of Securities.

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the compensation, reasonable expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Securities in respect of which such judgment has been recovered.

Section 6.6 Application of Money Collected.

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Any money or property collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money or property on account of principal or interest, upon presentation of the Securities and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

First: To the payment of all amounts due the Trustee under Section 7.7; and

Second: To the payment of the amounts then due and unpaid for principal of and interest on the Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal and interest, respectively; and

Third: To the Company.

Section 6.7 Limitation on Suits.

No Holder of any Security of any Series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(a) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Securities of that Series;

(b) the Holders of not less than 25% in principal amount of the outstanding Securities of that Series shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(c) such Holder or Holders have offered to the Trustee indemnity or security satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by the Trustee in compliance with such request;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the outstanding Securities of that Series;

it being understood, intended and expressly covenanted by the Holder of every Security with every other Holder and the Trustee that no one or more of such Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all such Holders of the applicable Series.

Section 6.8 Unconditional Right of Holders to Receive Principal and Interest.

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Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of and interest, if any, on such Security on the Maturity of such Security, including the Stated Maturity expressed in such Security (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

Section 6.9 Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 6.10 Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in Section 2.8, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not, to the extent permitted by law, prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.11 Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Securities to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 6.12 Control by Holders.

The Holders of a majority in principal amount of the outstanding Securities of any Series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Securities of such Series, provided that

(a) such direction shall not be in conflict with any rule of law or with this Indenture,

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(b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction,

(c) subject to the provisions of Section 7.1, the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall, by a Responsible Officer of the Trustee, determine that the proceeding so directed would involve the Trustee in personal liability, and

(d) prior to taking any action as directed under this Section 6.12, the Trustee shall be entitled to indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

Section 6.13 Waiver of Past Defaults.

The Holders of not less than a majority in principal amount of the outstanding Securities of any Series may on behalf of the Holders of all the Securities of such Series, by written notice to the Trustee and the Company, waive any past Default hereunder with respect to such Series and its consequences, except a Default in the payment of the principal of or interest on any Security of such Series (provided, however, that the Holders of a majority in principal amount of the outstanding Securities of any Series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration). Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.14 Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Security by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Company, to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the outstanding Securities of any Series, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or interest on any Security on or after the Maturity of such Security, including the Stated Maturity expressed in such Security (or, in the case of redemption, on the redemption date).

ARTICLE VII.
TRUSTEE

Section 7.1 Duties of Trustee.

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(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person' s own affairs.

(b) Except during the continuance of an Event of Default:

(i) The Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon Officer' s Certificates or Opinions of Counsel furnished to the Trustee and conforming to the requirements of this Indenture; however, in the case of any such Officer' s Certificates or Opinions of Counsel which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall examine such Officer' s Certificates and Opinions of Counsel to determine whether or not they conform to the form requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) This paragraph does not limit the effect of paragraph (b) of this Section.

(ii) The Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

(iii) The Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it with respect to Securities of any Series in good faith in accordance with the direction of the Holders of a majority in principal amount of the outstanding Securities of such Series relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to the Securities of such Series in accordance with Section 6.12.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraph (a), (b) and (c) of this Section.

(e) The Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in performing such duty or exercising such right or power.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

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(g) No provision of this Indenture shall require the Trustee to risk its own funds or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its rights or powers, if adequate indemnity against such risk is not assured to the Trustee in its satisfaction.

(h) The Paying Agent, the Registrar and any authenticating agent shall be entitled to the protections and immunities as are set forth in paragraphs (e), (f) and (g) of this Section and in Section 7.2, each with respect to the Trustee.

Section 7.2 Rights of Trustee.

(a) The Trustee may rely on and shall be protected in acting or refraining from acting upon any document (whether in its original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer' s Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer' s Certificate or Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care. No Depositary shall be deemed an agent of the Trustee and the Trustee shall not be responsible for any act or omission by any Depositary.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers, provided that the Trustee' s conduct does not constitute willful misconduct or negligence.

(e) The Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder without willful misconduct or negligence, and in reliance thereon.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Securities unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

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(h) The Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities generally or the Securities of a particular Series and this Indenture.

(i) In no event shall the Trustee be liable to any person for special, punitive, indirect, consequential or incidental loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage.

(j) The permissive right of the Trustee to take the actions permitted by this Indenture shall not be construed as an obligation or duty to do so.

Section 7.3 Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or an Affiliate of the Company with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. The Trustee is also subject to Sections 7.10 and 7.11.

Section 7.4 Trustee' s Disclaimer.

The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities. The Trustee shall not be accountable for the Company' s use of the proceeds from the Securities. The Trustee shall not be responsible for any statement in the Securities other than its authentication.

Section 7.5 Notice of Defaults.

If a Default or Event of Default occurs and is continuing with respect to the Securities of any Series and if it is known to a Responsible Officer of the Trustee, the Trustee shall send to each Securityholder of the Securities of that Series notice of a Default or Event of Default within 90 days after it occurs or, if later, after a Responsible Officer of the Trustee has knowledge of such Default or Event of Default. Except in the case of a Default or Event of Default in payment of principal of or interest on any Security of any Series, the Trustee may withhold the notice if and so long as its corporate trust committee or a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of Securityholders of that Series.

Section 7.6 Reports by Trustee to Holders.

Within 60 days after each [ ] commencing [ ], [ ], the Trustee shall transmit by mail to all Securityholders, as their names and addresses appear on the register kept by the Registrar, a brief report dated as of such anniversary date, in accordance with, and to the extent required under, TIA § 313.

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A copy of each report at the time of its mailing to Securityholders of any Series shall be filed with the SEC and each national securities exchange on which the Securities of that Series are listed. The Company shall promptly notify the Trustee in writing when Securities of any Series are listed on any national securities exchange.

Section 7.7 Compensation and Indemnity.

The Company shall pay to the Trustee from time to time compensation for its services as the Company and the Trustee shall from time to time agree upon in writing. The Trustee' s compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out of pocket expenses incurred by it. Such expenses shall include the reasonable compensation and expenses of the Trustee' s agents and counsel.

The Company shall indemnify each of the Trustee and any predecessor Trustee (including for the cost of defending itself) against any cost, expense or liability, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred by it except as set forth in the next paragraph in the performance of its duties under this Indenture as Trustee or Agent. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder, unless and to the extent that the Company is materially prejudiced thereby. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have one separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent will not be unreasonably withheld. This indemnification shall apply to officers, directors, employees, shareholders and agents of the Trustee.

The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee or by any officer, director, employee, shareholder or agent of the Trustee through willful misconduct or negligence.

To secure the Company' s payment obligations in this Section, the Trustee shall have a lien prior to the Securities of any Series on all money or property held or collected by the Trustee, except that held in trust to pay principal of and interest on particular Securities of that Series.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.1(d) or (e) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

The provisions of this Section shall survive the termination of this Indenture.

Section 7.8 Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee' s acceptance of appointment as provided in this Section.

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The Trustee may resign with respect to the Securities of one or more Series by so notifying the Company at least 30 days prior to the date of the proposed resignation. The Holders of a majority in principal amount of the Securities of any Series may remove the Trustee with respect to that Series by so notifying the Trustee and the Company. The Company may remove the Trustee with respect to Securities of one or more Series if:

(a) the Trustee fails to comply with Section 7.10;

(b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(c) a Custodian or public officer takes charge of the Trustee or its property; or

(d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Securities may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee with respect to the Securities of any one or more Series does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least a majority in principal amount of the Securities of the applicable Series may petition any court of competent jurisdiction for the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Immediately after that, the retiring Trustee shall transfer all property held by it as Trustee to the successor Trustee subject to the lien provided for in Section 7.7, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee with respect to each Series of Securities for which it is acting as Trustee under this Indenture. A successor Trustee shall mail a notice of its succession to each Securityholder of each such Series. Notwithstanding replacement of the Trustee pursuant to this Section 7.8, the Company' s obligations under Section 7.7 hereof shall continue for the benefit of the retiring Trustee with respect to expenses and liabilities incurred by it for actions taken or omitted to be taken in accordance with its rights, powers and duties under this Indenture prior to such replacement.

Section 7.9 Successor Trustee by Merger. Etc.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee, subject to Section 7.10.

Section 7.10 Eligibility; Disqualification.

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This Indenture shall always have a Trustee who satisfies the requirements of TIA § 310(a)(1), (2) and (5). The Trustee shall always have a combined capital and surplus of at least $25,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with TIA § 310(b).

Section 7.11 Preferential Collection of Claims Against Company.

The Trustee is subject to TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated.

ARTICLE VIII.
SATISFACTION AND DISCHARGE; DEFEASANCE

Section 8.1 Satisfaction and Discharge of Indenture.

This Indenture shall upon Company Order be discharged with respect to the Securities of any Series and cease to be of further effect as to all Securities of such Series (except as hereinafter provided in this Section 8.1), and the Trustee, at the expense of the Company, shall execute instruments acknowledging satisfaction and discharge of this Indenture, when

(a) either

(i) all Securities of such Series theretofore authenticated and delivered (other than Securities that have been destroyed, lost or stolen and that have been replaced or paid) have been delivered to the Trustee for cancellation; or (ii) all such Securities of such Series not theretofore delivered to the Trustee for cancellation:

(1) have become due and payable by reason of sending a notice of redemption or otherwise, or

(2) will become due and payable at their Stated Maturity within one year, or

(3) have been called for redemption or are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company, or

(4) are deemed paid and discharged pursuant to Section 8.3, as applicable;

and the Company, in the case of (1), (2) or (3) above, has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust an amount of money or U.S. Government Obligations, which amount shall be sufficient for the purpose of paying and discharging each installment of principal (including mandatory sinking fund payments or analogous payments) of and interest on all the Securities of such Series on the dates such installments of principal or interest are due;

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(b) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(c) the Company has delivered to the Trustee an Officer' s Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for relating to the satisfaction and discharge contemplated by this Section have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 7.7, and, if money shall have been deposited with the Trustee pursuant to clause (a) of this Section, the provisions of Sections 2.4,2.7,2.8, 8.2 and 8.5 shall survive.

Section 8.2 Application of Trust Funds; Indemnification.

(a) Subject to the provisions of Section 8.5, all money and U.S. Government Obligations or Foreign Government Obligations deposited with the Trustee pursuant to Section 8.1, 8.3 or 8.4 and all money received by the Trustee in respect of U.S. Government Obligations or Foreign Government Obligations deposited with the Trustee pursuant to Section 8.1, 8.3 or 8.4, shall be held in trust and applied by it, in accordance with the provisions of the Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the persons entitled thereto, of the principal and interest for whose payment such money has been deposited with or received by the Trustee or to make mandatory sinking fund payments or analogous payments as contemplated by Sections 8.1, 8.3 or 8.4.

(b) The Company shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against U.S. Government Obligations or Foreign Government Obligations deposited pursuant to Sections 8.1, 8.3 or 8.4 or the interest and principal received in respect of such obligations other than any payable by or on behalf of Holders.

(c) The Trustee shall deliver or pay to the Company from time to time upon Company Order any U.S. Government Obligations or Foreign Government Obligations or money held by it as provided in Sections 8.3 or 8.4 which, in the opinion of a nationally recognized firm of independent certified public accountants or investment bank expressed in a written certification thereof delivered to the Trustee, are then in excess of the amount thereof which then would have been required to be deposited for the purpose for which such U.S. Government Obligations or Foreign Government Obligations or money were deposited or received. This provision shall not authorize the sale by the Trustee of any U.S. Government Obligations or Foreign Government Obligations held under this Indenture.

Section 8.3 Legal Defeasance of Securities of any Series.

Unless this Section 8.3 is otherwise specified, pursuant to Section 2.2, to be inapplicable to Securities of any Series, the Company shall be deemed to have paid and discharged the entire indebtedness on all the outstanding Securities of any Series on the 91st day

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after the date of the deposit referred to in subparagraph (d) hereof, and the provisions of this Indenture, as it relates to such outstanding Securities of such Series, shall no longer be in effect (and the Trustee, at the expense of the Company, shall, upon receipt of a Company Order, execute instruments acknowledging the same), except as to:

(a) the rights of Holders of Securities of such Series to receive, from the trust funds described in subparagraph (d) hereof, (i) payment of the principal of and each installment of principal of and interest on the outstanding Securities of such Series on the Maturity of such principal or installment of principal or interest and (ii) the benefit of any mandatory sinking fund payments applicable to the Securities of such Series on the day on which such payments are due and payable in accordance with the terms of this Indenture and the Securities of such Series;

(b) the provisions of Sections 2.4,2.5,2.7,2.8,7.7, 8.2, 8.3, 8.5 and 8.6; and

(c) the rights, powers, trusts and immunities of the Trustee hereunder and the Company' s obligations in connection therewith; provided that, the following conditions shall have been satisfied:

(d) the Company shall have irrevocably deposited or caused to be deposited (except as provided in Section 8.2(c)) with the Trustee as trust funds specifically pledged as security for and dedicated solely to the benefit of the Holders of such Securities (i) in the case of Securities of such Series denominated in Dollars, cash in Dollars and/or U.S. Government Obligations, or (ii) in the case of Securities of such Series denominated in a Foreign Currency (other than a composite currency), money and/or Foreign Government Obligations, which through the payment of interest and principal in respect thereof in accordance with their terms, will provide (and without reinvestment and assuming no tax liability will be imposed on such Trustee), not later than one day before the due date of any payment of money, an amount in cash, sufficient, in the opinion of a nationally recognized firm of independent public accountants or investment bank expressed in a written certification thereof delivered to the Trustee, to pay and discharge each installment of principal of and interest, on and any mandatory sinking fund payments in respect of all the Securities of such Series on the dates such installments of principal or interest and such sinking fund payments are due;

(e) such deposit will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Company is a party or by which it is bound;

(f) no Default or Event of Default with respect to the Securities of such Series shall have occurred and be continuing on the date of such deposit or during the period ending on the 91st day after such date;

(g) the Company shall have delivered to the Trustee an Officer' s Certificate and an Opinion of Counsel to the effect that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of execution of this Indenture, there has been a change in the applicable Federal income tax

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law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the Securities of such Series will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to Federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred;

(h) the Company shall have delivered to the Trustee an Officer' s Certificate stating that the deposit was not made by the Company with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company; and

(i) the Company shall have delivered to the Trustee an Officer' s Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for relating to the defeasance contemplated by this Section have been complied with.

Section 8.4 Covenant Defeasance.

Unless this Section 8.4 is otherwise specified pursuant to Section 2.2 to be inapplicable to Securities of any Series, the Company may omit to comply with respect to the Securities of any Series with any term, provision or condition set forth under Sections 4.2, 4.3,4.4 and 5.1 and, unless otherwise specified therein, any additional covenants specified in a supplemental indenture for such Series of Securities or a Board Resolution or an Officer' s Certificate delivered pursuant to Section 2.2 (and the failure to comply with any such covenants shall not constitute a Default or Event of Default with respect to such Series under Section 6.1) and the occurrence of any event specified in a supplemental indenture for such Series of Securities or a Board Resolution or an Officer' s Certificate delivered pursuant to Section 2.2 and designated as an Event of Default shall not constitute a Default or Event of Default hereunder, with respect to the Securities of such Series, but, except as specified above, the remainder of this Indenture and such Securities will be unaffected thereby; provided that the following conditions shall have been satisfied:

(a) with reference to this Section 8.4, the Company has irrevocably deposited or caused to be irrevocably deposited (except as provided in Section 8.2(c)) with the Trustee as trust funds in trust for the purpose of making the following payments specifically pledged as security for, and dedicated solely to, the benefit of the Holders of such Securities (i) in the case of Securities of such Series denominated in Dollars, cash in Dollars and/or U.S. Government Obligations, or (ii) in the case of Securities of such Series denominated in a Foreign Currency (other than a composite currency), money and/or Foreign Government Obligations, which through the payment of interest and principal in respect thereof in accordance with their terms, will provide (and without reinvestment and assuming no tax liability will be imposed on such Trustee), not later than one day before the due date of any payment of money, an amount in cash, sufficient, in the opinion of a nationally recognized firm of independent certified public accountants or investment bank expressed in a written certification thereof delivered to the Trustee, to pay and discharge each installment of principal (including mandatory sinking fund payments or analogous payments) of and interest on all the Securities of such Series on the dates such installments of principal or interest are due;

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(b) such deposit will not result in a breach or violation of, or constitute a default under, this Indenture or any other agreement or instrument to which the Company is a party or by which it is bound;

(c) no Default or Event of Default with respect to the Securities of such Series shall have occurred and be continuing on the date of such deposit;

(d) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel to the effect that the Holders of the Securities of such Series will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and covenant defeasance and will be subject to Federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and covenant defeasance had not occurred;

(e) The Company shall have delivered to the Trustee an Officer' s Certificate stating the deposit was not made by the Company with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company; and

(f) The Company shall have delivered to the Trustee an Officer' s Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the covenant defeasance contemplated by this Section have been complied with.

Section 8.5 Repayment to Company.

Subject to applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Company upon request any money held by them for the payment of principal and interest that remains unclaimed for two years. After that, Securityholders entitled to the money must look to the Company for payment as general creditors unless an applicable abandoned property law designates another person.

Section 8.6 Reinstatement.

If the Trustee or the Paying Agent is unable to apply any money deposited with respect to Securities of any Series in accordance with Section 8.1 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the obligations of the Company under this Indenture with respect to the Securities of such Series and under the Securities of such Series shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.1 until such time as the Trustee or the Paying Agent is permitted to apply all such money in accordance with Section 8.1; provided, however, that if the Company has made any payment of principal of or interest on or any Additional Amounts with respect to any Securities because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money or U.S. Government Obligations held by the Trustee or Paying Agent after payment in full to the Holders.

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ARTICLE IX.
AMENDMENTS AND WAIVERS

Section 9.1 Without Consent of Holders.

The Company and the Trustee may amend or supplement this Indenture or the Securities of one or more Series without the consent of any Securityholder:

(a) to cure any ambiguity, defect or inconsistency;

(b) to comply with Article V;

(c) to provide for uncertificated Securities in addition to or in place of certificated Securities;

(d) to add guarantees with respect to Securities of any Series or secure Securities of any Series;

(e) to surrender any of the Company' s rights or powers under this Indenture;

(f) to add covenants or events of default for the benefit of the holders of Securities of any Series;

(g) to comply with the applicable procedures of the applicable depositary;

(h) to make any change that does not adversely affect the rights of any Securityholder;

(i) to provide for the issuance of and establish the form and terms and conditions of Securities of any Series as permitted by this Indenture;

(j) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more Series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee; or

(k) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA.

Section 9.2 With Consent of Holders.

The Company and the Trustee may enter into a supplemental indenture with the written consent of the Holders of at least a majority in principal amount of the outstanding Securities of each Series affected by such supplemental indenture (including consents obtained in connection with a tender offer or exchange offer for the Securities of such Series), for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or of modifying in any manner the rights of the Securityholders of each such Series. Except as provided in Section 6.13, the Holders

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of at least a majority in principal amount of the outstanding Securities of any Series by notice to the Trustee (including consents obtained in connection with a tender offer or exchange offer for the Securities of such Series) may waive compliance by the Company with any provision of this Indenture or the Securities with respect to such Series.

It shall not be necessary for the consent of the Holders of Securities under this Section 9.2 to approve the particular form of any proposed supplemental indenture or waiver, but it shall be sufficient if such consent approves the substance thereof. After a supplemental indenture or waiver under this section becomes effective, the Company shall send to the Holders of Securities affected thereby, a notice briefly describing the supplemental indenture or waiver. Any failure by the Company to send such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture or waiver.

Section 9.3 Limitations.

Without the consent of each Securityholder affected, an amendment or waiver may not:

(a) reduce the principal amount of Securities whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the rate of or extend the time for payment of interest (including default interest) on any Security;

(c) reduce the principal or change the Stated Maturity of any Security or reduce the amount of, or postpone the date fixed for, the payment of any sinking fund or analogous obligation;

(d) reduce the principal amount of Discount Securities payable upon acceleration of the maturity thereof;

(e) waive a Default or Event of Default in the payment of the principal of or interest, if any, on any Security (except a rescission of acceleration of the Securities of any Series by the Holders of at least a majority in principal amount of the outstanding Securities of such Series and a waiver of the payment default that resulted from such acceleration);

(f) make the principal of or interest, if any, on any Security payable in any currency other than that stated in the Security;

(g) make any change in Sections 6.8, 6.13 or 9.3 (this sentence); or

(h) waive a redemption payment with respect to any Security, provided that such redemption is made at the Company' s option.

Section 9.4 Compliance with Trust Indenture Act.

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Every amendment to this Indenture or the Securities of one or more Series shall be set forth in a supplemental indenture hereto that complies with the TIA as then in effect.

Section 9.5 Revocation and Effect of Consents.

Until an amendment is set forth in a supplemental indenture or a waiver becomes effective, a consent to it by a Holder of a Security is a continuing consent by the Holder and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder' s Security, even if notation of the consent is not made on any Security. However, any such Holder or subsequent Holder may revoke the consent as to his Security or portion of a Security if the Trustee receives the notice of revocation before the date of the supplemental indenture or the date the waiver becomes effective.

Any amendment or waiver once effective shall bind every Securityholder of each Series affected by such amendment or waiver unless it is of the type described in any of clauses (a) through (h) of Section 9.3. In that case, the amendment or waiver shall bind each Holder of a Security who has consented to it and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder' s Security.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the second immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those persons, shall be entitled to give such consent or to revoke any consent previously given or take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

Section 9.6 Notation on or Exchange of Securities.

The Company or the Trustee may, but shall not be obligated to, place an appropriate notation about an amendment or waiver on any Security of any Series thereafter authenticated. The Company in exchange for Securities of that Series may issue and the Trustee shall authenticate upon receipt of a Company Order in accordance with Section 2.3 new Securities of that Series that reflect the amendment or waiver.

Section 9.7 Trustee Protected.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and, subject to Section 7.1, shall be fully protected in relying upon, an Officer' s Certificate or an Opinion of Counsel or both complying with Section 10.4. The Trustee shall sign all supplemental indentures upon delivery of such an Officer' s Certificate or Opinion of Counsel or both, except that the Trustee need not sign any supplemental indenture that adversely affects its rights, duties, liabilities or immunities under this Indenture.

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ARTICLE X.
MISCELLANEOUS

Section 10.1 Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies, or conflicts with another provision which is required or deemed to be included in this Indenture by the TIA, such required or deemed provision shall control.

Section 10.2 Notices.

Any notice or communication by the Company or the Trustee to the other, or by a Holder to the Company or the Trustee, is duly given if in writing and delivered in person or mailed by first class mail (registered or certified, return receipt requested), facsimile transmission, email or overnight air courier guaranteeing next day delivery, to the others' address:

if to the Company:

ATAI Life Sciences US Inc.
c/o 524 Broadway
New York, New York 10012
Attention: [ ]
Telephone: [ ]

with a copy to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, New York 10020
Attention: [ ]
Telephone: [ ]

if to the Trustee:

[ ]
Attention: [ ]
Telephone: [ ]

with a copy to:

[ ]
Attention: [ ]
Telephone: [ ]

The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

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Any notice or communication to a Securityholder shall be sent electronically or by first-class mail to his, her or its address shown on the register kept by the Registrar, in accordance with the procedures of the Depositary. Failure to send a notice or communication to a Securityholder of any Series or any defect in it shall not affect its sufficiency with respect to other Securityholders of that or any other Series.

If a notice or communication is sent or published in the manner provided above, within the time prescribed, it is duly given, whether or not the Securityholder receives it.

If the Company sends a notice or communication to Securityholders, it shall send a copy to the Trustee and each Agent at the same time.

Notwithstanding any other provision of this Indenture or any Security, where this Indenture or any Security provides for notice of any event (including any notice of redemption) to a Holder of a Global Security (whether by mail or otherwise), such notice shall be sufficiently given to the Depositary for such Security (or its designee) pursuant to the customary procedures of such Depositary.

Electronic signatures reasonably believed by the Trustee to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Trustee) shall be deemed original signatures for all purposes.

Section 10.3 Communication by Holders with Other Holders.

Securityholders of any Series may communicate pursuant to TIA § 312(b) with other Securityholders of that Series or any other Series with respect to their rights under this Indenture or the Securities of that Series or all Series. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA § 312(c).

Section 10.4 Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officer' s Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 10.5 Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA § 314(a)(4)) shall comply with the provisions of TIA § 314(e) and shall include:

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(a) a statement that the person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such person, such person has made such examination or investigation as is necessary to enable such person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Section 10.6 Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or a meeting of Securityholders of one or more Series. Any Agent may make reasonable rules and set reasonable requirements for its functions.

Section 10.7 Legal Holidays.

If a payment date for any payment made under this Indenture is not a Business Day, payment may be made on the next succeeding Business Day and no interest shall accrue for the intervening period.

Section 10.8 No Recourse Against Others.

A director, officer, employee or stockholder (past or present), as such, of the Company shall not have any liability for any obligations of the Company under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Securityholder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

Section 10.9 Counterparts.

This Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or electronic format (e.g., ".pdf" or ".tif") transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Unless otherwise provided herein or in any other Securities, the words "execute", "execution", "signed" and "signature" and words of similar import used in or related to any document to be signed in connection with this Indenture, any Securities or any of the transactions

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contemplated hereby (including amendments, waivers, consents and other modifications) shall be deemed to include electronic signatures and the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as applicable, to the fullest extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other similar state laws based on the Uniform Electronic Transactions Act.

Section 10.10 Governing Law; Waiver of Jury Trial: Consent to Jurisdiction.

THIS INDENTURE AND THE SECURITIES, INCLUDING ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE INDENTURE OR THE SECURITIES, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

THE COMPANY, THE TRUSTEE AND THE HOLDERS (BY THEIR ACCEPTANCE OF THE SECURITIES) EACH HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Any legal suit, action or proceeding arising out of or based upon this Indenture or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York in each case located in the City of New York (collectively, the "*Specified Courts*"), and each party irrevocably submits to the non exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail (to the extent allowed under any applicable statute or rule of court) to such party' s address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The Company, the Trustee and the Holders (by their acceptance of the Securities) each hereby irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim any such suit, action or other proceeding has been brought in an inconvenient forum.

Section 10.11 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or a Subsidiary of the Company. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 10.12 Successors.

All agreements of the Company in this Indenture and the Securities shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor.

Section 10.13 Severability.

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In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 10.14 Table of Contents, Headings. Etc.

The Table of Contents, Cross Reference Table, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

Section 10.15 Securities in a Foreign Currency.

Unless otherwise specified in a Board Resolution, a supplemental indenture hereto or an Officer' s Certificate delivered pursuant to Section 2.2 of this Indenture with respect to a particular Series of Securities, whenever for purposes of this Indenture any action may be taken by the Holders of a specified percentage in aggregate principal amount of Securities of all Series or all Series affected by a particular action at the time outstanding and, at such time, there are outstanding Securities of any Series which are denominated in more than one currency, then the principal amount of Securities of such Series which shall be deemed to be outstanding for the purpose of taking such action shall be determined by converting any such other currency into a currency that is designated upon issuance of any particular Series of Securities. Unless otherwise specified in a Board Resolution, a supplemental indenture hereto or an Officer' s Certificate delivered pursuant to Section 2.2 of this Indenture with respect to a particular Series of Securities, such conversion shall be at the spot rate for the purchase of the designated currency as published in The Financial Times in the "Currency Rates" section (or, if The Financial Times is no longer published, or if such information is no longer available in The Financial Times, such source as may be selected in good faith by the Company) on any date of determination. The provisions of this paragraph shall apply in determining the equivalent principal amount in respect of Securities of a Series denominated in currency other than Dollars in connection with any action taken by Holders of Securities pursuant to the terms of this Indenture.

All decisions and determinations provided for in the preceding paragraph shall, in the absence of manifest error, to the extent permitted by law, be conclusive for all purposes and irrevocably binding upon the Trustee and all Holders.

Section 10.16 Judgment Currency.

The Company agrees, to the fullest extent that it may effectively do so under applicable law, that (a) if for the purpose of obtaining judgment in any court it is necessary to convert the sum due in respect of the principal of or interest or other amount on the Securities of any Series (the "*Required Currency*") into a currency in which a judgment will be rendered (the "*Judgment Currency*"), the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Trustee could purchase in the City of New York the Required Currency with the Judgment Currency on the day on which final unappealable judgment is entered, unless such day is not a New York Banking Day, then the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Trustee could purchase in

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the City of New York the Required Currency with the Judgment Currency on the New York Banking Day preceding the day on which final unappealable judgment is entered and (b) its obligations under this Indenture to make payments in the Required Currency (i) shall not be discharged or satisfied by any tender, any recovery pursuant to any judgment (whether or not entered in accordance with subsection (a)), in any currency other than the Required Currency, except to the extent that such tender or recovery shall result in the actual receipt, by the payee, of the full amount of the Required Currency expressed to be payable in respect of such payments, (ii) shall be enforceable as an alternative or additional cause of action for the purpose of recovering in the Required Currency the amount, if any, by which such actual receipt shall fall short of the full amount of the Required Currency so expressed to be payable, and (iii) shall not be affected by judgment being obtained for any other sum due under this Indenture. For purposes of the foregoing, "*New York Banking Day*" means any day except a Saturday, Sunday or a legal holiday in the City of New York on which banking institutions are authorized or required by law, regulation or executive order to close.

Section 10.17 Force Majeure.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics, epidemics or other public health emergencies, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, it being understood that the Trustee shall use reasonable best efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 10.19. U.S.A. Patriot Act.

The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

ARTICLE XI.
SINKING FUNDS

Section 11.1 Applicability of Article.

The provisions of this Article shall be applicable to any sinking fund for the retirement of the Securities of a Series if so provided by the terms of such Securities pursuant to Section 2.2 and except as otherwise permitted or required by any form of Security of such Series issued pursuant to this Indenture.

The minimum amount of any sinking fund payment provided for by the terms of the Securities of any Series is herein referred to as a "*mandatory sinking fund payment*" and any other amount provided for by the terms of Securities of such Series is herein referred to as an "*optional sinking fund payment.*" If provided for by the terms of Securities of any Series, the

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cash amount of any sinking fund payment may be subject to reduction as provided in Section 11.2. Each sinking fund payment shall be applied to the redemption of Securities of any Series as provided for by the terms of the Securities of such Series.

Section 11.2 Satisfaction of Sinking Fund Payments with Securities.

The Company may, in satisfaction of all or any part of any sinking fund payment with respect to the Securities of any Series to be made pursuant to the terms of such Securities (1) deliver outstanding Securities of such Series to which such sinking fund payment is applicable (other than any of such Securities previously called for mandatory sinking fund redemption) and (2) apply as credit Securities of such Series to which such sinking fund payment is applicable and which have been repurchased by the Company or redeemed either at the election of the Company pursuant to the terms of such Series of Securities (except pursuant to any mandatory sinking fund) or through the application of permitted optional sinking fund payments or other optional redemptions pursuant to the terms of such Securities, provided that such Securities have not been previously so credited. Such Securities shall be received by the Trustee, together with an Officer' s Certificate with respect thereto, not later than 15 days prior to the date on which the Trustee begins the process of selecting Securities for redemption, and shall be credited for such purpose by the Trustee at the price specified in such Securities for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly. If as a result of the delivery or credit of Securities in lieu of cash payments pursuant to this Section 11.2, the principal amount of Securities of such Series to be redeemed in order to exhaust the aforesaid cash payment shall be less than $100,000, the Trustee need not call Securities of such Series for redemption, except upon receipt of a Company Order that such action be taken, and such cash payment shall be held by the Trustee or a Paying Agent and applied to the next succeeding sinking fund payment, provided, however, that the Trustee or such Paying Agent shall from time to time upon receipt of a Company Order pay over and deliver to the Company any cash payment so being held by the Trustee or such Paying Agent upon delivery by the Company to the Trustee of Securities of that Series purchased by the Company having an unpaid principal amount equal to the cash payment required to be released to the Company.

Section 11.3 Redemption of Securities for Sinking Fund.

Not less than 45 days (unless otherwise indicated in the Board Resolution, supplemental indenture hereto or Officer' s Certificate in respect of a particular Series of Securities) prior to each sinking fund payment date for any Series of Securities, the Company will deliver to the Trustee an Officer' s Certificate specifying the amount of the next ensuing mandatory sinking fund payment for that Series pursuant to the terms of that Series, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting of Securities of that Series pursuant to Section 11.2, and the optional amount, if any, to be added in cash to the next ensuing mandatory sinking fund payment, and the Company shall thereupon be obligated to pay the amount therein specified. Not less than 30 days (unless otherwise indicated in the Board Resolution, Officer' s Certificate or supplemental indenture in respect of a particular Series of Securities) before each such sinking fund payment date the Securities to be redeemed upon such sinking fund payment date will be selected in the manner specified in Section 3.2 and the Company shall send or cause to be sent a notice of the redemption thereof to be given in the name of and at the expense of the Company in

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the manner provided in and in accordance with Section 3.3. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 3.4, 3.5 and 3.6.

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IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year first above written.

ATAI Life Sciences N.V.

By: _____
Name:
Its:

[ ], as Trustee

By: _____
Name:
Its:

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Exhibit 5.1

Dentons Europe LLP, Amsterdam branch
Gustav Mahlerplein 2
1082 MA Amsterdam
P.O. Box 75510
1070 AM Amsterdam
The Netherlands

dentons.com

To: ATAI Life Sciences N.V., a public limited company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands, its registered office at C/O Mindspace, Krausenstraße 9-10 (10117) Berlin, Federal Republic of Germany, and registered with the trade register of the Chamber of Commerce (*handelsregister van de Kamer van Koophandel*) under number 80299776 (the **Company**).

Date : 1 July 2022 Matter no. : 0279771.0007
Subject : Form S-3 offering opinion

Dear Sirs,

1. We have been acting as legal advisors to the Company and have been requested to issue a legal opinion as to certain matters of Dutch law in connection with a certain number of common shares (*aandelen op naam*) in the capital of the Company with a nominal value of EUR0.10 each (the **Common Shares**) which may be offered as contemplated by the Form S-3 registration statement filed or to be filed by the Company with the United States Securities and Exchange Commission (the **SEC**) (an **Offering**) under the United States Securities Act of 1933 (the **Securities Act**).

2. We have examined and relied upon:

   a. a copy of the draft Form S-3 registration statement dated, filed or to be filed by the Company with the SEC on or about the date hereof (the **Registration Statement**), in the form reviewed by us;

   b. a copy of an extract of the registration of the Company in the trade register (*handelsregister*) held by the Chamber of Commerce (*Kamer van Koophandel*) under number 80299776, dated 1 July 2022 (the **Extract**);

   c. a copy of the deed of incorporation (*akte van oprichting*) of the Company dated 10 September 2020 (the **Deed of Incorporation**); and

   d. a copy of the articles of association of the Company dated 1 July 2022 (the **Articles of Association**), which, according to the Extract, are in force on the date hereof.

   We have not examined and relied upon any other agreements, deeds or any other document entered into by or affecting the Company or any other corporate records of the Company and have not made any other enquiry concerning the Company.

3. We have assumed:

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Dentons Europe LLP is a limited liability partnership offering professional services as advocaten and civil law notaries (notarissen) seated in Amsterdam and registered with the Trade Registry of the Chamber of Commerce under number 34207824.

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a. the authenticity, genuineness, correctness and completeness of all documents that we have examined and relied upon, and we have relied upon the conformity of all documents under 2. with the originals thereof and we have relied upon the factual information contained therein, as well as the genuineness of the signatures placed on the documents that we have examined and relied upon;

b. that the documents referred to under 2. (other than the Registration Statement) were at their date, and have through the date hereof remained, accurate and in full force and effect and that the Registration Statement has been declared effective by the SEC pursuant to the Securities Act in that form;

c. the authorised share capital (*maatschappelijk kapitaal*) of the Company allows for the issuance of the Common Shares;

d. any Common Shares shall be issued, and any pre-emption rights in connection with such shares shall have been excluded, pursuant to resolutions validly passed by the corporate body (*orgaan*) of the Company duly authorised to do so;

e. the issue price for any Common Shares shall at least equal the aggregate nominal value thereof, and any such issue price shall have been satisfied in cash and shall have been received and accepted by the Company ultimately upon the issuance of the relevant Common Shares and, where relevant, the Company shall have consented to payment in a currency other than Euro;

f. that each time when any Common Shares are issued by the Company, the assumptions made in this opinion letter will be correct;

g. that to the extent any of the documents under 2. were or will be executed by way of an electronic signature, the parties to the documents have agreed upon the method used for electronic signing and the method used for electronic signing is sufficiently reliable (*voldoende betrouwbaar*) for the purpose for which the signatures are used and the circumstances of the matter in accordance with section 3:15a of the Dutch Civil Code;

h. that each Offering, to the extent made in the Netherlands, will be made in conformity with Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, the Dutch Act on Financial Supervision (*Wet op het financieel toezicht)* and the rules promulgated thereunder; and

i. that nothing in this opinion is affected by the provisions of the laws of any jurisdiction other than the Netherlands.

4. We do not express an opinion on matters of fact, the operational rules and procedures of any clearing or settlement system or agency, matters of law of any jurisdiction other than the laws currently in force in the European territory of the Kingdom of the Netherlands nor on tax, anti-trust law, financial regulations, insider dealing, data protection, unfair trade practices, market abuse laws, sanctions or international law, including, without limitation, the laws of the European Union, except to the extent the laws of the European Union (other than anti-trust and tax law) have direct force and effect in the Netherlands. No opinion is given on commercial, accounting, tax or non-legal matters or on the ability of the parties to meet their financial or other obligations under the Registration Statement. We assume that there are no facts not disclosed to us which would affect the conclusions in this opinion. We have not investigated or verified any matters of fact other than expressly set out in this opinion.

5. Based on the foregoing and subject to the qualifications set out below, we are of the opinion that:

a. **Status** – The Company is duly incorporated as a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) and validly exists as a public limited company (*naamloze vennootschap*) under Dutch law.

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b. **Common Shares** – When issued by the Company and accepted by the acquiror(s) of the Common Shares, the Common Shares shall be validly issued, fully paid and non-assessable.

6. This opinion is subject to the following qualifications:

a. This opinion is limited by bankruptcy (*faillissement*), moratorium (*surseance van betaling*), fraudulent conveyance (*Actio Pauliana*), intervention, recovery and resolution measures by regulatory or other authorities or governmental bodies in relation to financial enterprises or their affiliated entities, other insolvency proceedings and other and similar laws relating to or affecting creditors' rights generally and any arrangement, reconstruction, compromise or private restructuring plan in connection with the Act on Court Confirmation of Extrajudicial Restructuring Plans (*Wet Homologatie Onderhands Akkoord*).

b. The validity, enforceability and effectiveness of the Registration Statement may be limited or affected by rules of force majeure (*niet toerekenbare tekortkoming*), reasonableness and fairness (*redelijkheid en billijkheid*), suspension (*opschorting*), dissolution (*ontbinding*), unforeseen circumstances (*onvoorziene omstandigheden*), prescription (*verjaring*), vitiated consent (i.e. duress (*bedreiging*), fraud (*bedrog*), abuse of circumstances (*misbruik van omstandigheden*), error (*dwaling*)), set-off (*verrekening*), claims based on tort (*onrechtmatige daad*) and other defences afforded by Dutch law to obligors generally.

c. The term "non-assessable" has no equivalent legal term under Dutch law (or the Dutch language). For purposes of this opinion letter such term should be interpreted to mean that the Company or its creditors do not have a right to require the holder of any Common Share to pay them any amount in addition to the amount required for the share to be fully paid (without prejudice to claims based on tort (*onrechtmatige daad*)).

d. Any merger (*fusie*) involving the Company as disappearing entity or the (voluntary) dissolution (*ontbinding*), de-merger (*splitsing*) or conversion (*omzetting*) of the Company must be notified to the trade register of the Chamber of Commerce. Furthermore, under Dutch law, a bankruptcy or a (provisional) suspension of payment is retroactive to 00.00 hours on the date of the bankruptcy or (provisional) suspension of payment judgment. The clerk of the bankruptcy court is under an obligation to keep a public register in which, among others, extracts from the court orders by which a bankruptcy order is declared are registered. Based on (i) our online enquiry today of the Dutch Central Insolvency Register (*Centraal Insolventie Register*) and EU insolvency registrations with the Dutch Central Insolvency Register on insolventies.rechtspraak.nl, that the Company is not subjected to any one or more of the insolvency proceedings listed in Annex A to Regulation (EU) 2015/848 on insolvency proceedings (recast) (as may be amended) and (ii) the confirmation obtained by telephone as of the date of this opinion letter from the Chamber of Commerce, we have been informed that no petition has been presented to or order has been made by a court for the bankruptcy or moratorium of payment and that no resolutions have been taken by the Company to merge, dissolve, demerge or convert the Company. However, this does not constitute conclusive evidence that the Company is not declared bankrupt or is not dissolved (*ontbonden*), merged (*gefuseerd*), demerged (*gesplitst*) or converted (*omgezet*) because the notification of such actions to the trade register of the Chamber of Commerce or the proper registration of a bankruptcy is not condition to effectiveness hereof.

e. Pursuant to section 2:98c of the Dutch Civil Code, a public limited company (*naamloze vennootschap*) (or its subsidiaries) may not create or grant any indebtedness, covenants, liabilities, undertakings, security interests or guarantees, whether alone or jointly with others as principal guarantor or otherwise in whatever name or style, with a view to the subscription, payment of or acquisition of any of the shares in such public limited liability company or in any direct or indirect parent company of the Company or to refinance any indebtedness incurred for such subscription or acquisition, other than in accordance with the section.

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f. Section 2:7 of the Dutch Civil Code entitles companies to invoke the nullity of a legal act (*ultra vires*) if such legal act (*rechtshandeling*) cannot serve to realise the objects of such company and the other parties thereto knew, or should have known without an investigation of their own (*wist of zonder eigen onderzoek moest weten*), that such objects have been exceeded. The nullity can only be invoked by the company itself (or the trustee (*curator*) in bankruptcy) and not by the other parties involved, if the aforementioned requirements are met. The Dutch Supreme Court (*Hoge Raad der Nederlanden*) has ruled that in determining whether the objects of a legal entity are transgressed, not only the description of the objects in that legal entity' s articles of association (*statuten*) is decisive, but all (relevant) circumstances must be taken into account, in particular whether the interests of the legal entity were served by the transaction. In practice, the concept of ultra vires has rarely been applied in decisions by Dutch courts. Only under exceptional circumstances have transactions been considered to be ultra vires and consequently have been annulled. Nullification of a transaction can result in (internal) liability of the managing directors towards the legal entity. Based on the objects clauses contained in the Articles of Association, we have no reason to believe that, by issuing the Common Shares, the Company transgressed or would transgress, as applicable, the description of the objects contained in the Articles of Association. However, because this is a matter of fact, we cannot assess whether there are other relevant circumstances that must be taken into account, in particular whether the interests of the Company are served by entering issuing the Common Shares.

7. The foregoing opinions are limited in all respects to and are to be construed and interpreted in accordance with Dutch law as they stand at today' s date and as they are presently interpreted under published authoritative case law as at present in effect. No undertaking is assumed on our part to revise, update or amend this opinion in connection with or to notify or inform parties with a right to rely on this opinion of, any developments and/ or changes of Dutch law subsequent to the date of this opinion.

8. This opinion letter:

a. expresses and describes Dutch legal concepts in English and not in their original Dutch terms. These concepts may not be identical to the concepts described by the English translations; consequently this opinion is issued and may only be relied upon on the express condition that any issues of interpretation or liability issues arising under this opinion letter will be governed by Dutch law and be brought before the courts of Amsterdam, the Netherlands;

b. speaks as of the date stated above;

c. is strictly limited to the matters set forth herein and no opinion may be inferred or implied beyond that expressly stated herein; and

d. is an exhibit to the Registration Statement and may be relied upon for purpose of any Offering only. Its contents and existence may not be disclosed to any other person, company, enterprise or institution other than the Company, other than as an exhibit to the Registration Statement (in each case together with the Registration Statement).

9. The professional indemnity insurance policy issued by Beazley Group and others, c/o Marsh Limited, Tower Place. Lower Thames Street London EC3R 5BU, applies to all professional work, advice and services provided by us to you. Our total liability for a particular claim is limited to the amount paid under our professional indemnity insurance for that claim, increased by the amount of the deductible under that insurance.

10. We consent to filing this opinion letter as an exhibit to the Registration Statement and to the references to Dentons Europe LLP under the heading "Legal Matters" in the Registration Statement. In giving the consent set out in the previous sentence, we do not thereby admit or imply that we are in the category of persons whose consent is required under Section 7 of the Securities Act or any rules and regulations of the SEC promulgated thereunder.

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11. This opinion is given by Dentons Europe LLP. In this opinion the expressions “we”, “us” and “our” and like expressions should be construed accordingly.

Yours faithfully,

/s/ Dentons Europe LLP

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Exhibit 5.2

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LATHAM & WATKINS LLP

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July 1, 2022

ATAI Life Sciences N.V.
c/o Mindspace
Krausenstraße 9-10
Berlin, Germany

Re: Registration Statement on Form S-3

To the addressees set forth above:

We have acted as special counsel to ATAI Life Sciences N.V., a Dutch public company with limited liability (the "***Company***"), in connection with its filing on the date hereof with the Securities and Exchange Commission (the "***Commission***") of a registration statement on Form S-3 (as amended, the "***Registration Statement***"), including a base prospectus (the "***Base Prospectus***"), which provides that it will be supplemented by one or more prospectus supplements (each such prospectus supplement, together with the Base Prospectus, a "***Prospectus***"), under the Securities Act of 1933, as amended (the "***Act***"), relating to the registration for issue and sale by the Company of (i) common shares of the Company, par value 0.10 per share ("***Common Shares***"), (ii) one or more series of the Company' s debt securities (collectively, "***Debt Securities***") to be issued under an indenture to be entered into between the Company, as issuer, and a trustee (a form of which is included as Exhibit 4.2 to the Registration Statement) and one or more board resolutions, supplements thereto or officer' s certificates thereunder (such indenture, together with the applicable board resolution, supplement or officer' s certificate pertaining to the applicable series of Debt Securities, the "***Applicable Indenture***"), (iii) warrants ("***Warrants***"), and (iv) units ("***Units***"). The Common Shares, Debt Securities, Warrants, and Units, plus any additional Common Shares, Debt Securities, Warrants and Units that may be registered pursuant to any subsequent registration statement that the Company may hereafter file with the Commission pursuant to Rule 462(b) under the Act in connection with the offering by the Company contemplated by the Registration Statement, are referred to herein collectively as the "***Securities***."

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related applicable Prospectus, other than as expressly stated herein with respect to the issue of the Securities.

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LATHAM & WATKINS LLP

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. When the Applicable Indenture has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular series of Debt Securities have been duly established in accordance with the terms of the Applicable Indenture and authorized by all necessary corporate action of the Company, and such Debt Securities have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the Applicable Indenture and in the manner contemplated by the applicable Prospectus and by such corporate action, such Debt Securities will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

2. When the applicable warrant agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular issuance of Warrants have been duly established in accordance with the terms of the applicable warrant agreement and authorized by all necessary corporate action of the Company, and such Warrants have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the applicable warrant agreement and in the manner contemplated by the applicable Prospectus and by such corporate action (assuming the securities issuable upon exercise of such Warrants have been duly authorized and reserved for issuance by all necessary corporate action), such Warrants will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

3. When the applicable unit agreement has been duly authorized, executed and delivered by all necessary corporate action of the Company, and when the specific terms of a particular issuance of Units have been duly authorized in accordance with the terms of the applicable unit agreement and authorized by all necessary corporate action of the Company, and such Units have been duly executed, authenticated, issued and delivered against payment therefor in accordance with the terms of the applicable unit agreement and in the manner contemplated by the applicable Prospectus and by such corporate action (assuming the securities issuable upon exercise of such Units have been duly authorized and reserved for issuance by all necessary corporate action), such Units will be the legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

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Our opinions are subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) (a) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), (b) concepts of materiality, reasonableness, good faith and fair dealing, and (c) the discretion of the court before which a proceeding is brought; and (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy. We express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) waivers of rights or defenses, (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to law or public policy, (e) any provision permitting, upon acceleration of any Debt Securities, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon, (f) the creation, validity, attachment, perfection, or priority of any lien or security interest, (g) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights, (h) waivers of broadly or vaguely stated rights, (i) provisions for exclusivity, election or cumulation of rights or remedies, (j) provisions authorizing or validating conclusive or discretionary determinations, (k) grants of setoff rights, (l) proxies, powers and trusts, (m) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property, (n) any provision to the extent it requires that a claim with respect to a security denominated in other than U.S. dollars (or a judgment in respect of such a claim) be converted into U.S. dollars at a rate of exchange at a particular date, to the extent applicable law otherwise provides, and (o) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that each of the Debt Securities, Warrants, and Units and the Applicable Indenture, warrant agreements, and unit agreements governing such Securities (collectively, the "***Documents***") will be governed by the internal laws of the State of New York, (b) that each of the Documents has been or will be duly authorized, executed and delivered by the parties thereto, (c) that each of the Documents constitutes or will constitute legally valid and binding obligations of the parties thereto other than the Company, enforceable against each of them in accordance with their respective terms, and (d) that the status of each of the Documents as legally valid and binding obligations of the parties will not be affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or to make required registrations, declarations or filings with, governmental authorities. This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." We further consent to the incorporation by reference of this letter and consent into any registration statement or post-effective amendment to the Registration

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Statement filed pursuant to Rule 462(b) under the Act with respect to the Securities. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely,

/s/ **Latham & Watkins LLP**

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Exhibit 23.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 30, 2022 relating to the financial statements of ATAI Life Sciences N.V., appearing in the Annual Report on Form 10-K for the year ended December 31, 2021. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ DELOITTE & TOUCHE LLP

Parsippany, New Jersey
July 1, 2022

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Exhibit 23.4

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of ATAI Life Sciences N.V. of our report dated February 24, 2022 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in ATAI Life Sciences N.V.' s Annual Report on Form 10-K for the year ended December 31, 2021. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Reading, United Kingdom
July 1, 2022

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Exhibit 107

Calculation of Filing Fee Tables

Form S-3
(Form Type)

ATAI Life Sciences N.V.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to be paid	Equity	Common shares, 0.10 par value per share	Rule 457(o)	(1)	(2)	(3)						
	Debt	Debt Securities	Rule 457(o)	(1)	(2)	(3)						
	Other	Warrants	Rule 457(o)	(1)	(2)	(3)						
	Other	Units	Rule 457(o)	(1)	(2)	(3)						
	Unallocated (Universal) Shelf		Rule 457(o)	(1)	(2)	$300,000,000 (3)	0.0000927	$27,810				
Carry Forward Securities												
Carry Forward Securities	–	–	–	–		–			–	–	–	–
	Total Offering Amounts					$300,000,000		$27,810				
	Total Fees Previously Paid							–				
	Total Fee Offsets							–				
	Net Fee Due							$27,810				

(1) The amount to be registered consists of up to $300,000,000 of an indeterminate amount of common shares, debt securities, warrants and/or units. There is also being registered hereunder such currently indeterminate number of (i) common shares or other securities of the registrant as may be issued upon conversion of, or in exchange for, convertible or exchangeable debt securities registered hereby or pursuant to any anti-dilution adjustments with respect to any such debt securities, or (ii) common shares, debt securities or units as may be issued upon exercise of warrants registered hereby, as the

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case may be. Any securities registered hereunder may be sold separately or as units with the other securities registered hereunder. In addition, pursuant to Rule 416 under the Securities Act of 1933, as amended, or the Securities Act, the common shares being registered hereunder include such indeterminate number of common shares as may be issuable with respect to the common shares being registered hereunder as a result of share splits, share dividends or similar transactions.

(2) The proposed maximum aggregate offering price per class of security will be determined from time to time by the registrant in connection with the issuance by the registrant of the securities registered hereunder and is not specified as to each class of security pursuant Instruction 2.A.ii.b. of the Instructions to the Calculation of Filing Fee Tables and Related Disclosure of Form S-3.

(3) Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(o) under the Securities Act. In no event will the aggregate offering price of all securities sold by the registrant from time to time pursuant to this registration statement exceed $300,000,000. No separate consideration will be received for (i) common shares or other securities of the registrant that may be issued upon conversion of, or in exchange for, convertible or exchangeable debt securities registered hereby or pursuant to any anti-dilution adjustments with respect to any such debt securities, or (ii) common shares, debt securities or units that may be issued upon exercise of warrants registered hereby, as the case may be.

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