

Startupbootcamp

Startupbootcamp FinTech & Cybersecurity 2019 Information Memorandum

Amsterdam, October 2019

This information memorandum concerns the offering and issue of up to 62,000 depository receipts for shares of €37.50¹ each (the '**Depository Receipts**') by: STICHTING ADMINISTRATIEKANTOOR SBC FINTECH AMSTERDAM 1921 (a foundation to be incorporated under Dutch law, to have its registered office in Amsterdam, the Netherlands and to be registered in the commercial register of the Chamber of Commerce) (the 'Foundation') with regard to the issue of shares in SBC FINTECH AMSTERDAM 1921 B.V. ('SBC Fintech') (the 'Offering'). The amount involved in this issue is €2,325.000 ('IPO').

Following the issue, Depository Receipts will be tradable on the Nxchange Trading Platform; tradability shall exist only between account holders of Nxchange.

**Attention! This investment falls outside AFM supervision.
No license and no prospectus required for this activity.**



¹ this amount includes the nominal value of €0.01.



Warning and indemnification

This is an English courtesy translation of the original documentation prepared in Dutch language. Please consider that only the original version in Dutch language has legal value.

This information memorandum provides essential information for a prospective investor in SBC Fintech Amsterdam 1921 B.V. ('SBC Fintech'). This is not marketing material. No rights may be derived from the contents of this memorandum. The information in this memorandum is solely intended to provide you with further insights into the nature of an investment in SBC Fintech and the associated risks. These are high risks (in connection with the nature of the investment as set out in this information memorandum). You are strongly recommended to read the contents of this memorandum so that you can make an informed decision on whether or not you wish to make an investment. The expected return depends on the profit generated. It should be borne in mind that no profit may be rendered at all and that there may be losses following which you could lose the entire invested amount. In the event of an investment, you will receive depositary receipts as set out in this memorandum. It is envisaged and intended that those depositary receipts will be tradable on the **Nxchange** (<https://www.nxchange.com/nl>) **market platform** but there is a risk that this will not be feasible/established. The management of SBC Fintech has a best endeavours obligation only, never a results obligation. To the extent that the depositary receipts concerned will be tradable as intended, there may be no interested purchasers if you wish to dispose of your investment and/or depositary receipts on maturity or earlier. Or they can only be sold for a lower, perhaps much lower, price than expected. You, therefore, risk not being able to receive all or part of the invested amount at the time you wish. [Section 9](#) provides for a non-exhaustive list of the risks you must take into account all times. The contents of this information memorandum do not, therefore, show all possible risks. You are recommended to obtain legal and tax advice from one or more specialists to assist you in making your decision.



Factsheet

- Issuer: SBC Fintech Amsterdam 1921 B.V. (SBC Fintech)
- Chamber of Commerce number: 75695626
- ISIN number: NL0013995160
- LEI number: 724500SWGMA TVKFM OX42
- Required investment²: €2,325,000
- Ticket size: €37,500
- Number of tickets: 62
- 1 ticket: 1,000 Depositary Receipts
- Total offering: 62,000 Depositary Receipts
- Duration of programme: 3 years
- Total number of SBC Fintech startups: 30 (3 x 10 per year)
- Average ROI³ of previous SBC programmes: 84%
- Registration period: 23 October to 9 December 2019
- Nxchange Listing Datum: 16 December 2019
- Roadshow: 30 & 31 October, 6 & 8 November 2019
- Limited Partner Investment Date: 3 December 2019
- URL: <https://www.nxchange.com/Startupbootcamp>
- Type of startups: early-stage
- SBC Fintech partners: Rabobank (NL), Banca Sella (IT), Hakrinbank (SUR), Capgemini

² If it proves impossible to raise this amount, the listing and the programme will not proceed.

³ Return on investment, calculated over the entire duration



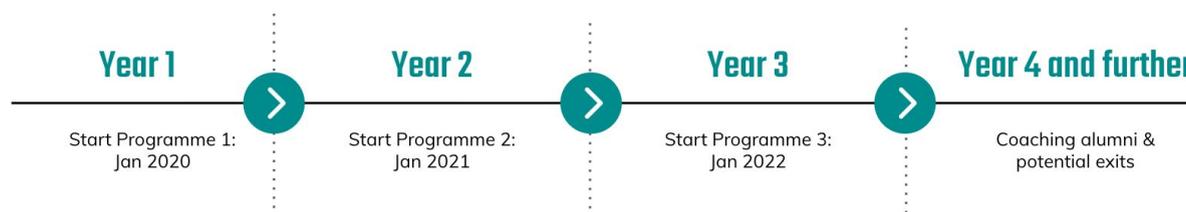
1. Mission Startupbootcamp (SBC)

Startupbootcamp aims to become the best accelerator in the world. We do this by building innovative ecosystems in which startups, corporates, knowledge institutions and mentors innovate, inspire and accelerate each others' growth.

Our goal is to stimulate sustainable innovation, to create new business models, employment opportunities and new enterprises.

2. Offering

Via this IPO, investors are being offered the opportunity to participate in the SBC Fintech programme, which will start in January 2020. After this period, the startups will be followed and assisted if necessary.



SBC Fintech is partnered, among others, with Rabobank Nederland, which has already been involved as an investor in three previous Startupbootcamp programmes. Banca Sella, Hakrinbank and Capgemini are also involved in the programme. These parties were likewise already partners in the previous Fintech programme (2016 - 2019).

62 tickets of €37,500 are available for investors. A ticket consists of 1,000 Depositary Receipts for shares in the capital of SBC Fintech. These Depositary Receipts will become individually tradable on Nxchange as of 16 December 2019. For further information on the tradability via Nxchange, we refer to section [7.10 Listing on Nxchange](#) et seq.

In addition, by means of the purchase of one or more tickets within this IPO, the investor will obtain exclusive access to the SBC Fintech programme in the form of⁴:

- The possibility to actually learn how to invest in startups through '*learning by doing*';
- The possibility of mentoring the startups (as part of the ticket). In addition, mentors form an informal business network among themselves;
- Participation in pitch events with participating startups such as; investor sneak previews and the demo day;
- Access to the local and international network of SBC;

⁴ These rights belong exclusively to investors who invest in SBC Fintech by means of this IPO. Secondary buyers of Depositary Receipts are not entitled to these rights.



- Access to the startup venture building methodology.

The average return on investment ('ROI') for investors in previous Startupbootcamp programmes is **84%**. This ROI has been determined on the basis of the current valuation⁵ of the startup portfolio, as part of which previous exits were also taken into account. The valuation of the startups is based on the value that an external investor is willing to pay in the last investment round. For a further substantiation of the average ROI see section [6. Business model & Finances](#).

2.1 Timeline

Key Dates	Dates
Information meeting at Rabobank Amsterdam	30 October & 6 November
Information meeting at Startupbootcamp Amsterdam	31 October & 8 November
IPO goes live	23 October
Limited Partner Investment Date	3 December
Close of IPO	9 December
Listing	16 December
Start of program	13 January 2020

3. SBC Programme

Startupbootcamp originated in 2011 as a collaboration between the Dutch entrepreneurs Patrick de Zeeuw and Ruud Hendriks with the Danish company Rainmaking. Startupbootcamp was one of the first accelerators and is a top ten player⁶ in this industry. The first Startupbootcamp programme in the Netherlands took place in 2012. Since then, Startupbootcamp has contributed to the growth of 218 startups in the Netherlands. This largely took place in Amsterdam, but also in Eindhoven and Sittard.

Startupbootcamp runs accelerator programmes with a clear industry focus, such as Smart City, Media, Commerce and FinTech & Cybersecurity. During a 3-year period, a programme takes place each year in which 10 startups are accelerated. In exchange for participation in the programme and a one-time investment of €15,000, Startupbootcamp obtains 6 to 8% of the shares in each startup. This percentage depends on the maturity of the startup.

Startupbootcamp selects the startups from hundreds of registrations in an intensive international scouting process. These startups are selected not only on the basis of their

⁵ This valuation is partly based on a paper value, the actual value may differ in practice.

⁶

<https://www.forbes.com/sites/alejandrocremades/2018/08/07/top-10-startup-accelerators-based-on-successful-exits/#33ac2424b3b9>



potential and business model; there is also a strong focus on the quality of the founders and their team. During the programme, Startupbootcamp will intensively assist the selected enterprises, help them to validate underlying business models, bring them into contact with the Startupbootcamp network of dozens of large companies and provide access to hundreds of mentors. Sponsors, Limited Partners and investors are clearly involved in the programme, which creates an ecosystem that stimulates knowledge sharing. All participants in the ecosystem benefit from this.

After the end of a 3-month acceleration at the location of Startupbootcamp, the startups are assisted in raising follow-on financing and become part of the Startupbootcamp alumni network. Startupbootcamp aims to retain the shares per startup after purchase for 7 years on average, and to profit jointly with other investors from value increases that can thereby be created. After the programme, Startupbootcamp has a relatively passive and advisory role with regard to the startups.

3.1. Competitive Advantages

As Startupbootcamp already started in 2011, and as a result has a presence on several continents and in capitals, we have spent many working on building our ecosystems for our startups, investors and sponsors. In addition, we see thousands of startups every year and meet hundreds of startups personally at our scouting events. This has enabled us to build up a database with which, for instance, we can see future trends in specific domains emerging.

We can look back on several successful (in European terms) exits of our alumni, including Relayr for a total valuation of EUR 260 million⁷.

Worldwide, the largest or best-known accelerators include Plug&Play, 500 Startups and Y-combinator. These are all US businesses. We are one of the larger accelerators whose origins do not lie in the US market. Our portfolio of startups is accordingly largely focused on countries outside the USA.

3.2 Timeline SBC programme

The SBC programme is divided into four phases:

1. Selection Phase

For each programme, Startupbootcamp looks for the 10 best startups worldwide. It uses its own startup search engine 'Fuel Up' for this, which continually updates its database by means of artificial intelligence and self-learning software. In addition, there is a scouting team that approaches startups with a view to participation. On average, 700 startups

⁷ For more information, see:
<https://techcrunch.com/2018/09/04/munich-re-buys-iot-middleware-startup-relayr-in-deal-worth-300m/>



register for a programme within a range of 250 registrations at the lower end and 1,900 for the last Startupbootcamp Afritech programme.

Besides selecting startups on the basis of their potential and business model, there is a strong focus on the quality of the founders and their team. We look for complementary qualities between the founders. Each participating team must consist of at least 2 founders. All startup founders must also take a psychological test, Facet5, which allows even better assessment of their suitability.

Startupbootcamp organises 'Fast Tracks' in several countries to meet interesting startups in person. Representatives of Sponsors and local mentors sometimes also attend these meetings.

The thirty most interesting teams among the hundreds of registrations are discussed with the Limited Partners and Sponsors. Ten teams are eliminated in this meeting. The twenty best teams are invited for the Final Selection Days in Amsterdam. Each team that takes part in these two days signs a pre-agreement in advance, in which it accepts the conditions set by Startupbootcamp for taking part in the programme if they are selected.

The startups are assessed by mentors during the Final Selection Days. These will vote on the quality of the team, the concept and the feasibility. In the end, the stakeholders select the 10 startups that are allowed to progress in the programme; Startupbootcamp has a power of veto to bar startups that are not deemed suitable from taking part in the programme.

2. Acceleration phase: acceleration on site

The three-month acceleration phase comprises 3 elements: shape, build and sell.

In the 'shape' phase, the startups start by validating their product and business model. By using what is known as the Business Model Canvas, the riskiest assumption of the founders is tested against the reality in each instance.

Only after this phase can the startups advance to the 'build' of their business. To that end, they take part in an extensive learning programme and individual Deep Dives in which they are assisted on a weekly basis on their greatest challenges.

The 'sell' phase includes lessons on presentation and 'client and investor sneak previews', as part of which the startups are brought into contact with potential customers and investors after each month.

During this period, the startups can use the extensive Startupbootcamp mentor network and will choose 5 lead mentors.

In the end, the startups will work towards a Demo Day at which they present themselves, after 3 months, to an audience of investors, customers and other stakeholders.



3. Advisory Phase

After the acceleration phase, Startupbootcamp assists the startups in finalising contracts with interested investors and customers. On average, the startups leave the Startupbootcamp office 1 month after Demo Day and continue on their own. They are requested to properly maintain contact and to communicate completely transparently about the progress of their enterprise.

In this phase, Startupbootcamp also targets clear and transparent provision of shareholder information. In our experience, not all startups provide this information regularly and periodically, even though Startupbootcamp urges them frequently to do so.

4. Exit Strategy

Startupbootcamp aims to sell its interest in the startups after around 7 years. We are dependant on several factors for selling our interest in the startups, such as being able to find a suitable buyer, the developments in the market and the performance of the startup.

4. Why an IPO for a startup accelerator?

4.1 For investors

- By means of making Depositary Receipts in SBC Fintech tradable, we are increasing the accessibility of our programmes.
- It is our clear goal to provide insight for investors into startups, ecosystems and disruptive transformations in the markets concerned.
- We give investors the possibility to learn in practice what it means to work with many different tech startups.
- We have produced dozens of programmes worldwide in the past few years and we have also seen that there appears to be a need among a wider audience to acquire knowledge and invest to a limited extent. SBC believes it can reach this wider audience via this IPO.

4.2 For startups

- Startupbootcamp is hoping to be able to bring participating startups to the attention of a considerably larger audience with this IPO.
- Startupbootcamp believes that the compliance entailed by an IPO compels startups to speed up their professionalisation and that their chances of success are thereby increased considerably.



- Startupbootcamp hopes that its alumni and participating startups will also be inspired by this IPO to proceed to their own flotation. This unlocks an entirely new financing flow, in which smaller numbers of Depositary Receipts for shares can also be issued.
- We hope for/expect the investors to actively participate in the many events, mentor meetings, fast tracks (selecting the most successful startups for our programme), knowledge sharing, workshops etc. from which the startups will benefit.

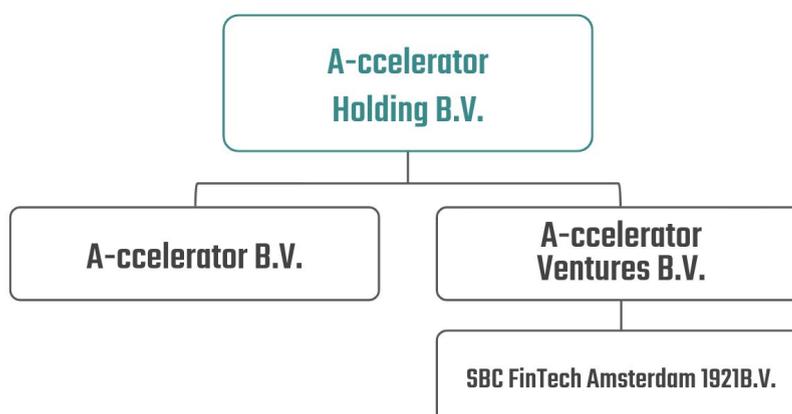
4.3 For Startupbootcamp

- Startupbootcamp aims to remain a leader in future developments with regard to technology and startups. A new model of fundraising for our accelerator programme is one manifestation of that goal.
- We want to build a growing ecosystem of industry experts and investors, and an IPO is an excellent vehicle for achieving this.

5. Organisational structure

5.1 Organisational structure of A-cceleator Group

The organisational structure of the A-cceleator Holding B.V. ('ACH BV') is outlined (in simplified form) in the organisation chart below. It does not include other and foreign participating interests.



ACH BV holds 100% of the shares in A-cceleator Ventures B.V. ('ACV BV'). On 29 August 2019, ACV BV incorporated SBC Fintech Amsterdam 1921 B.V. ('SBC Fintech'), in which it holds 100% of the shares as at the date of this information memorandum. The company A-cceleator B.V. ('AC BV') is responsible for the execution of all SBC programmes in the Netherlands and is also the director under the articles of association of SBC Fintech. AC BV is also a 100% subsidiary of ACH BV.



There are (potential) conflicts of interest between SBC Fintech and its (indirect) group entities and/or directors. ACH BV is both a shareholder of AC BV and an indirect shareholder of SBC Fintech. AC BV constitutes the board of the Foundation. Consequently, conflicts of interest may arise between the duties that AC BV has with regard to SBC Fintech and the duties that AC BV has with regard to the Foundation. In the event of a conflict of interests, this may lead to non-optimal decisions for the Foundation and/or SBC Fintech or for the subsidiaries.

6. Business model & Finances

6.1 Business model

Startupbootcamp focuses on accelerating startups, in which we help in creating as much added value as possible together with our ecosystem of mentors, investors and corporate parties. All parties in our ecosystem benefit from this. Producing and executing accelerator programmes for startups (such as SBC Fintech) represents an important part of the services we provide, but related services are also offered. Those services have no direct relationship with the SBC programmes.

The SBC programmes are financed by investors, Limited Partners and Sponsors. In exchange for their investment, they receive access to the programme and share in possible profits resulting from exits. Sponsors pay a fixed amount, by virtue of which they are part of the programme without acquiring a share in SBC Fintech ('**Sponsors**').

6.2 Financing of the programme

For each programme, ACV BV incorporates a company in which the investors acquire shares and/or Depositary Receipts, in this case: SBC Fintech. Via this company, participations are held in the 30 startups that take part in the SBC Fintech. ACV BV concludes a contract with AC BV to produce and manage the programme. AC BV handles all Startupbootcamp programmes in the Netherlands and works with a fixed cost structure for each programme.

The annual costs for the accelerator programme are €1,200,000⁸ and remain unchanged for the duration of the programme. These costs consist of the following:

1. €150,000: payments to the startups (10 x €15,000)
2. €952,000: production fee (paid to: AC BV)
3. €58,000: reserved for programme licences, alumni and legal costs
4. €40,000⁹: listing costs and reserved for Nxchange licence costs

The costs for the 3-year programme total €3,600,000. These costs also include an amount reserved for managing the portfolio and keeping the company operational after the end of

⁸ Detailed information on the budget is set out in Appendix 6. Business model & Finances.

⁹ One-time listing costs for 3 years



the third programme. The production budget is leading and is leading for AC BV in the execution of the programme.

The aim is to raise €2,325,000 by selling 62 tickets of €37,500. These tickets represent 51.67% of the total shares in the enterprise, based on a valuation of €4,500,000.

This valuation is based on value created in the past by means of the Startupbootcamp model and the willingness shown in the past by large companies to participate in Startupbootcamp programmes. This valuation is largely identical in all parts of the world where Startupbootcamp operates, although there are sometimes minor regional differences that are caused by currency fluctuations and market conditions.

The total costs (€3,600,000) for the programme are financed as follows:

- €2,325,000 by IPO (investors)
- €1,012,500 by Limited Partners
- €262,500 by Sponsors ('**Sponsor income**')

Any shortfalls in the budget will be made up by AC BV, in accordance with the shortfall clause. For further information on this, see section [7.5 Agreements with shareholders](#).

6.3 Return of previous programmes

The average ROI for investors in SBC Fintech is 84% and is based on the results of the previous SBC programmes in the Netherlands. This ROI takes into account the order of payments to the various shareholders, detailed in the 'waterfall' (see section [6.4 Return for investors](#)). A key principle is that the investors receive their investment back first, including an 8% hurdle.

The table below shows (reference date 1 October 2019) the results that were achieved in previous SBC programmes. The value of the portfolio may fluctuate.

Programme	Start date	Startups	Folded	Sold	Remaining	Valuation (x €1 million) ¹⁰	ROI %
SBC Fintech & Cybersecurity 1618 B.V.	2016	32	4	2	27	3,6	71%
SBC Commerce 1719 BV. ¹¹	2017	22	0	0	22	2,7	53%
SBC E&M Commerce 1416 B.V.	2014	30	10	2	18	4,7	99%
SBC Smart City 1517 B.V.	2015	31	7	1	23	6,4	116%

¹⁰ This represents the valuation for the entire portfolio of active startups, based on the last financing round. The sold and discontinued startups are not included in this valuation.

¹¹ Valuation based on two programmes. The last programme will be run in 2020



Average ROI (excl. outliers)							84%
SBC Amsterdam 2012 B.V.	2012	31	14	3	14	5,7	183%
Wireless Interactions & NFC Accelerator B.V.	2013	10 ¹²	4	1	5	1,2	198%
Average (incl. outliers)							120%

For the sake of completeness, the table above shows the ROI of our most successful programmes, which also includes the Relayr exit of €260 million in 2018 (SBC interest €3.3 million). That exit took place in Wireless Interactions & NFC Accelerator 2013 B.V. Out of prudence, we have not included the effect of these outliers in the calculation of our average ROI.

6.4 Return for investors

The value of the Depositary Receipts and therefore the potential return for investors depends strongly on the valuation of our portfolio of startups. The results in the company are allocated as follows (referred to below as: the 'waterfall'):

1. If sufficient liquidities are available, all investors will first receive their investment back, including a one-time return ('hurdle') of 8%.
2. The remaining profits in the company are distributed on a pro rata basis as dividend to the depositary receipt holders and shareholders.

This allocation of results, based on various valuation scenarios, leads to the following return for the investors. This is based on the assumption that 74.17% of the shares/Depositary Receipts in SBC Fintech will be sold, of which 51.67% via Nxchange to investors and up to 22.5% to Limited Partners.

Waterval BV (* € 1.000)	Scenario € 2,0 mln	Scenario € 4,0 mln	Scenario € 6,0 mln	Scenario € 8,0 mln
Total result of exits	€ 2,000,000	€4,000,000	€6,000,000	€8,000,000
Repayment of investors ¹³ + 8%	-€2,000,000	-€3,604,662	-€3,604,662	-€3,604,662
Total dividend shareholders	0	€395,338	€2,395,338	€4,395,338

¹² Duration of programme 1 year

¹³ This scenario is based on a total investment of €3,337,650 (sale of 74.17% of the shares/Depositary Receipts). Including an 8% hurdle, the total repayment to investors and Limited Partners amounts to. The remainder will be raised from multi-year Sponsors.



Waterfall for investor (1 ticket of €37,500)				
Repayment + 8% hurdle	22,462	€40,500	€40,500	€40,500
Dividend	0	€3,239	€19,953	€36,613
Total	22,462	€43,793	€60,453	€77,113
ROI	-40%	17%	61%	106%

The table above shows the total effect of possible exit scenarios on the ROI of the investors in SBC Fintech. In practice, the sale of shares will take place in phases, with the most successful exit events taking place, as a rule, after 5-7 years. The distribution of results is uncertain and depends strongly on when startups are sold.

The valuation scenarios shown are based on the valuation of the portfolio of our current programmes in the Netherlands, which vary between €4 and €6.5 million at present. The €4 and €6 million scenarios were formulated on the basis of these data. In addition, due to the exit of Relayr, an ROI of 198% was achieved in 2018 for the investors in the Wireless Interactions & NFC programme. That is what the best-case scenario of € 8 million is based on. Lastly, a worst-case scenario of a €2 million valuation has also been included. To date, this scenario has not yet materialised in practice.

6.5 Cash flow simulation of SPV

Future cash flows depend strongly on the timing of exits. By way of clarification, the overview below includes an example of the cash flows of SBC Fintech in the €6 million exit scenario. In this example, the proceeds from exits are allocated across the period 2023 to the end of 2029, with varying amounts. In this case, over a period of 10 years, following repayment of the investors, free cash flow of 2.4 million is available. In the example, this cash flow is distributed on a pro rata basis to the shareholders.

Example: cashflow model SBC Fintech Amsterdam					Scenario exit		€		6,000,000		
1921 B.V. (* € 1000)											
Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Management fees	-281	-281	-281								-843
Productie fees	-669	-669	-669								-2,007
Fees in SPV	-208	-208	-208								-624
Listing	-76	-6	-6	-6	-6	-6	-6	-6	-6	-6	-130
Investor repayment (+8%)				-100	-200	-100	-50	-1,000	-500	-1,655	-3,605
Dividends										-2,395	-2,395
Cash out	-1,234	-1,164	-1,164	-106	-206	-106	-56	-1,006	-506	-4,056	-9,604
LP payments	338	338	338								1,013
IPO	2,300										300
Sponsorfees	300										300
Exits (gross proceeds)				100	200	100	50	1,000	500	4,050	6,000
Cash-in	2,938	338	338	100	200	100	50	1,000	500	4,050	9,613
Free cash flow	1,704	-827	-827	-6	-6	-6	-6	-6	-6	-6	9



6.6 Dividend distribution to shareholders

The general meeting of shareholders of SBC Fintech will determine the profit appropriation each year when adopting the financial statements. If results are realised from the sale of shares of startups, the investors will, in accordance with the 'waterfall', first receive back their amount invested, plus a one-time 8% hurdle. The remaining results will be distributed to the shareholders as dividend on a pro rata basis. These dividend distributions are determined each year on 30 April (when adopting the financial statements). Payment of any dividends will take place no later than 14 days after adoption of the financial statements.

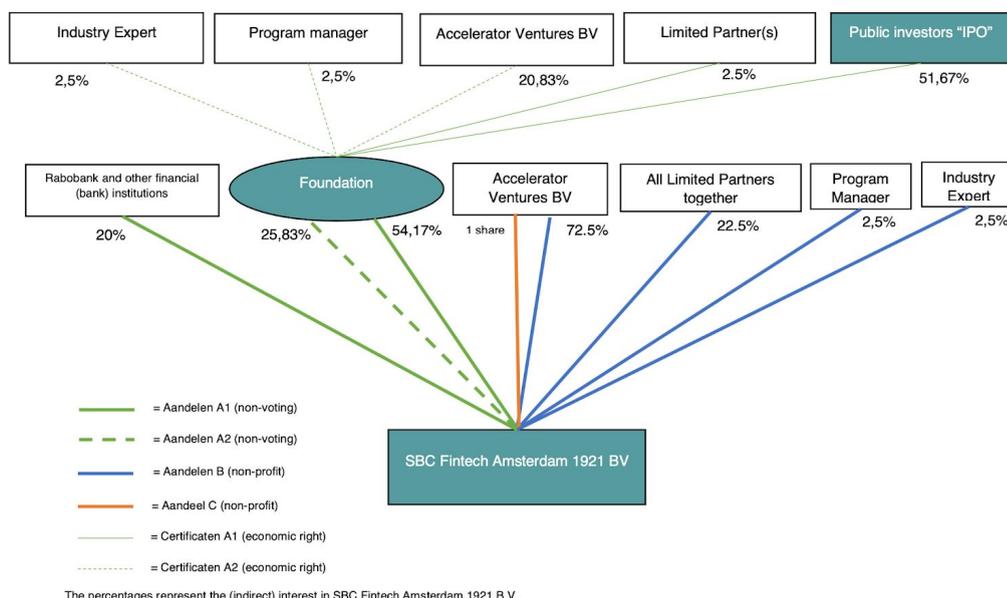
6.7 Roles in finances of startups

Startupbootcamp does not play an essential role in the finances of the startups. The startups are always primarily independently responsible for this. However, Startupbootcamp does include an obligation in the shareholders agreement with the startups for them to report on a quarterly basis.

7. Legal information

7.1 Proposed legal structure of SBC Fintech

We will adapt our shareholders structure accordingly to make it possible that the parties can (ultimately) trade the economic interests held by them via Nxchange. After the Offering has taken place, the proposed shareholders structure will be as follows*:





* This overview is based on the assumption that the Offering has already taken place successfully and that one of the Limited Partners will invest via the Nxchange Trading Platform and the other Limited Partners will become shareholders directly. The Limited Partners have until the Limited Partner Investment Date to state whether and in what manner they will participate. The ultimate structure, percentages of shares and Depositary Receipts may therefore still change. More information on this is provided in this section [7. Legal information](#) and in particular the section [7.2 Limited Partners](#).

The rights stated below will be attached to the Shares:

	A1 Shares	A2 Shares	B Shares	C Shares
Voting right	No	No	Yes	Priority
Profit entitlement	Yes	Yes	No	No
Repayment of investment	Repayment of amount invested + 8% hurdle	No	No	No
Dividend	Pro rata (after repayment of amount invested + 8%)	Pro rata (after repayment of amount invested + 8%)	No	No

7.2 Limited Partners

The expectation is that a number of financial (banking) institutions will also invest in SBC Fintech (**Limited Partners**). These will be known by the Limited Partner Investment Date (3 December 2019) at the latest.

On the date of this information memorandum, one of the intended Limited Partners has already committed to investing, namely Rabobank Nederland. Rabo Frontier Ventures B.V. (**Rabobank**) (one of the investment vehicles of Rabobank Nederland) will invest €450,000 for the issue of 10% of SBC Fintech's entire outstanding share capital. Rabobank's motivation for participating in the SBC programme is primarily driven by ensuring access to the SBC ecosystem and a presence in the Fintech Community in order possibly to gain alliances from it. Returns are emphatically not a primary goal for this investment.

We have long-standing relationships with Limited Partners such as Rabobank, and they are also involved as a partner, in other SBC programmes. A Limited Partner has extra added value for us. We expect them to be actively involved in the various programme components, to organise events and to be present at events organised by us, to participate in mentor meetings, workshops and to actively share their network and knowledge and skills, both sector-specific and general, with the startups.

Under its internal policy rules, Rabobank is not allowed to purchase A1 Depositary Receipts via Nxchange. Rabobank will therefore invest directly in the capital of SBC Fintech. For its investment totalling €450,000, Rabobank will receive 10% A1 Shares and 10% B Shares. Should the same policy restrictions or regulatory restrictions apply to the other Limited



Partners, they too can choose to invest directly instead of purchasing A1 Depository Receipts via Nxchange.

The payment of the amounts to be invested by the Limited Partners and the issue of the Shares and the Depository Receipts for Shares to them will take place in 3 tranches. This means that the Limited Partners will pay the investment to which they have committed themselves in 3 equal parts. The final payment dates are 26 November 2019, 26 November 2020 and 26 November 2021. This also means that the (Depository Receipts for) Shares concerned will be issued to the Limited Partners on the dates stated above at the latest. In the first tranche (26 November 2019), the A1 Depository Receipts will also be issued to investors. After the three tranches (as from 27 November 2021), the 62,000 Depository Receipts that are issued to investors will represent 51.67% of the share capital.

ACV BV as founder of SBC Fintech will obtain its shares as initiator without additional investment. Should the programme not be funded, the full risk will be borne by AC BV. More information on this is provided in section [7.5 Agreements with shareholders](#).

7.3 Stichting Administratiekantoor SBC Fintech Amsterdam 1921

Only Depository Receipts for shares will become tradable via the Nxchange Trading Platform. This means that we will issue a part of the share capital of SBC Fintech to the Foundation, which will in turn issue Depository Receipts for it. Issuing depository receipts for shares means that the economic interest is separated from the controlling interest. A permanent option to be able to trade the economic interest (in due course and if possible) will also be created for ACV BV, the Limited Partners or some of the Limited Partners, the Program Manager and the Industry Expert.

If you purchase Depository Receipts, you will therefore be investing in A1 Depository Receipts and not directly in the A1 Shares of SBC Fintech.

The Foundation will be incorporated and managed by AC BV. The name under its articles will be Stichting Administratiekantoor SBC Fintech Amsterdam 1921 and the Foundation will be incorporated under Dutch law on **12 November 2019 at the latest**. The Foundation's object is to hold and administrate the shares held by it, exercising all rights attached to those shares, such as attending general meetings, and all that forms part of the rights of the shareholder according to the law and the articles of association and representing the interests of the depository receipt holders.

The Foundation will have its registered office in Amsterdam and its offices at Johan Huizingalaan 763A, 1066 VH Amsterdam. The Foundation will be registered in the commercial register of the Chamber of Commerce.

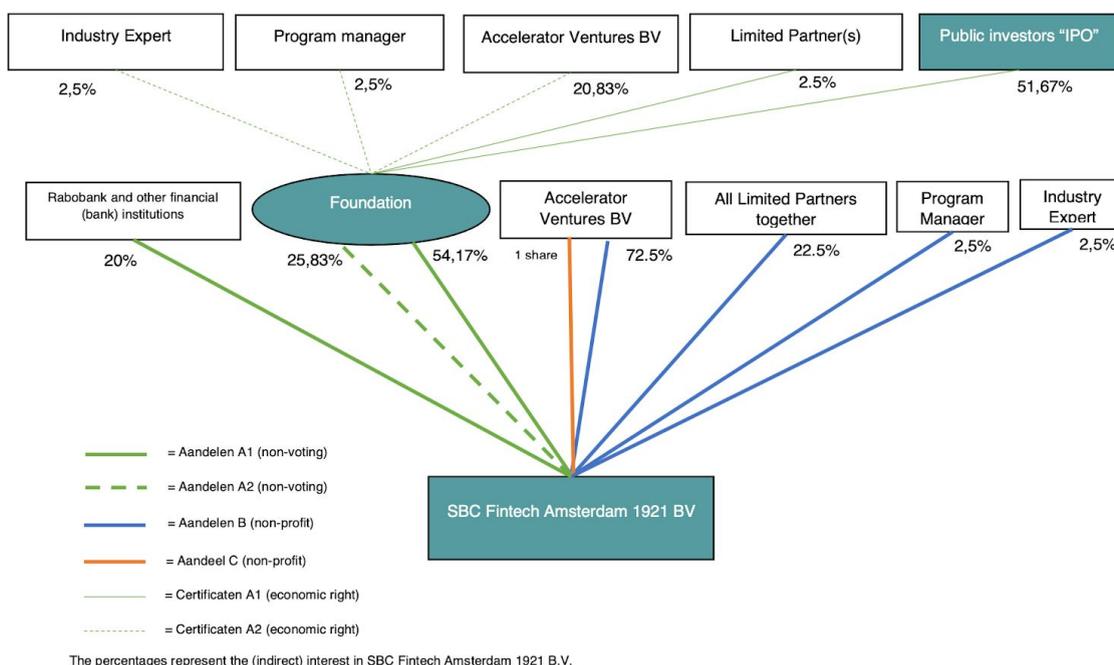
7.4 Overview of shares

The capital of SBC Fintech will consist of 4 classes of shares. A portion of the A1 Shares and all A2 Shares will be issued to the Foundation, which in its turn issues A1 Depository Receipts and A2 Depository Receipts for them. B Shares will be issued to the Limited



Partners, ACV BV, the Programme Manager and the Industry Expert. The C Share is a priority share and will remain with ACV BV.

The overview below is based on the assumption that the Offering has already successfully taken place and that one of the Limited Partners will invest via the Nxchange Trading Platform and the other Limited Partners will become shareholders directly. The Limited Partners have until the Limited Partner Investment Date to state whether and in what manner they will participate. The ultimate structure, percentages of shares and Depositary Receipts may therefore still change. More information on this is provided in this section [7. Legal information](#) and particularly in section [7.2 Limited Partners](#).



7.5 Rights and obligations pertaining to the Shares

The rights pertaining to the Shares, and therefore also each share that the Foundation acquires (A1 Shares and A2 Shares), include the following:

1. Only A1 Shares and A2 Shares provide a right to receive distributions (such as dividend). This concerns a distribution in cash of the proceeds that SBC Fintech has realised by selling the shares that it holds in the startups. It also concerns a distribution if SBC Fintech is liquidated. The Foundation is obliged to forward such dividends and other payments relating to the A1 Shares and A2 Shares to the Depositary Receipt Holders.
2. The A1 Shares and A2 Shares are shares without voting rights. All holders of Shares have the right to attend the general meeting of shareholders but only the holders of B Shares have the right to vote during that meeting.
3. Only A1 Shares and A2 Shares provide a right to receive the remainder of the assets if SBC Fintech were to be dissolved.



7.6 Agreements with shareholders

As the registration period for Limited Partners is still open on the date of this information memorandum, the shareholders agreement of SBC Fintech will be signed on 3 December 2019 at the latest. ACV BV, each of the Limited Partners, the Foundation, the Programme Manager and the Industry Expert as shareholders and SBC Fintech and AC BV as the company and its director respectively will sign the shareholders agreement. A number of important points will be included in the shareholders agreement:

- Only B Shares have voting rights. De facto, this means that the majority of the voting rights is held by ACV BV as expert. In addition, ACV BV holds one priority share (C Share). By virtue of this C Share, a number of resolutions are subject to the prior approval of ACV BV. Those resolutions relate to:
 - modifying the rights of the various classes of shares;
 - the dissolution/liquidation of SBC Fintech or a sale of the majority of or all SBC Fintech's assets; and
 - appointing or changing auditors and adopting the financial statements of SBC Fintech.
- A number of board resolutions that must be submitted to the general meeting of shareholders for approval:
 - subscribing for or otherwise acquiring or alienating shares in the capital of another company, or establishing a new segment;
 - approving the budget;
 - implementing a share option plan and granting options, bonuses, profit or similar rights to the board or individual members of the board or other personnel of SBC Fintech;
 - drawing up pension schemes and granting pension rights in addition to those arising from existing schemes; and
 - accepting and determining terms and conditions of employment or modifying existing terms and conditions of employment of key personnel, managers or other personnel with a gross wage (including bonus but excluding options) of more than €50,000 a year.
- After the third tranche of Shares or Depositary Receipts for Shares has been issued to the Limited Partners, no new shares can be issued to other parties;
- Only if the required investment of €2,325,000 has been raised will the SBC Fintech programme proceed, and will the Limited Partners be obliged to pay the amount to which they have committed themselves (resolutive condition). It will be known on 9 December 2019 at the latest whether the resolutive condition has been met;
- Two agreements will be concluded between SBC Fintech and AC BV, namely a production agreement that relates to the production of the SBC programme by AC BV for SBC Fintech and a management agreement that relates to the management services provided by AC BV to SBC Fintech;
- In the event that fewer Limited Partners were to invest than we expected (Investor Shortfall) and there are insufficient funds upon the completion of the 3rd year of the SBC programme, and SBC Fintech is therefore unable to pay the full production and management fee to AC BV, the Sponsor income will be used by SBC Fintech to supplement the budget. If there is insufficient Sponsor income to supplement the



budget, AC BV will not charge the portion of the production and management fee equal to the remaining shortfall in the budget.

- The board of SBC Fintech shall be obliged to provide certain information to the shareholders of SBC Fintech. That information shall in any case include:
 - the financial statements of SBC Fintech prepared in accordance with generally accepted accounting principles that are consistently applied in accordance with the conditions of the shareholders agreement, which will be sent to the shareholders within 120 days after the end of each financial year;
 - (a) a list of the investments of SBC Fintech, valued at the initial payment of SBC Fintech to the startup from the end of such a financial year and (b) a brief report on the status and the activities of SBC Fintech, which will be sent to the shareholders within 60 days after the close of each financial half-year;
 - a directors' report audited by an auditor, which will be sent to the shareholders within 120 days after the end of each financial year;
 - a report containing an overview of the financial and operational activities of SBC Fintech, which will be sent to the shareholders within 120 days after the end of each financial year;
 - a report containing an overview of the current status of the participating startups, which will be sent to the shareholders within 120 days after the end of each financial year;
 - all information about SBC Fintech and its activities that may reasonably be requested by the shareholders from time to time; and
 - all information or documents that are required for complying with the rules and regulations of the Nxchange Trading Platform.
- Right to dividend as set out in section [6.4 Return for investors](#);
- The B Shares and A2 Depositary Receipts that will be issued to the Programme Manager and the Industry Expert will be subject to a three-year reverse vesting obligation. This means that a portion ($\frac{1}{3}$ per year) of those Shares and Depositary Receipts concerned must be returned to ACV BV if the Programme Manager and/or the Industry Expert no longer work for the SBC programme.
- No Shares and Depositary Receipts held by any shareholders that are bound by the shareholders agreement may be sold or traded during the period until the day after the third and final Demo Day (Lock Up Period).
- The Foundation is subject to an obligation to sell all its shares as well if all shares are sold to a bona fide third party. This is only possible if this sale is made on arm's length terms and on the request of shareholders holding more than 60% of the B Shares. You will then receive the purchase price for the share that belongs to the Depositary Receipt. The Depositary Receipts will be cancelled thereafter. This is a drag along clause.

7.7 Meetings of shareholders

The general meeting of shareholders will be held in Amsterdam. It will take place at least once a year. Every shareholder and the board of the Foundation can attend this meeting.



The meeting will be announced by a convening letter to all shareholders. Notice of the meetings will be given on the eighth day before the meeting at the latest. Each B Share provides a right to cast one vote in the meeting. All resolutions shall be adopted by a majority of the votes cast, except if a different majority is required by the articles of association. Resolutions may also be adopted outside meetings. This is only possible if all persons who are entitled to attend the meeting agree to this and if the board of SBC Fintech has been consulted on this.

7.8 Information on the Depository Receipts for shares

A1 Depository Receipts will be issued to the Limited Partners and the investors. A2 Depository Receipts will be issued to ACV BV, the Programme Manager and the Industry Expert. The general meeting of shareholders of SBC Fintech will determine the profit appropriation each year when adopting the financial statements.

If SBC Fintech receives results from the sale of shares of startups, the holders of A1 Depository Receipts (investors) will first receive back their amount invested plus a one-time hurdle of 8% on the amount invested. Only thereafter will the remaining results be distributed as dividend to the shareholders and therefore to all holders of A1 Depository Receipts and A2 Depository Receipts.

7.9 Rights and restrictions pertaining to the Depository Receipts

The following rights pertain to all Depository Receipts:

1. The right to payment of the distributed dividend that the Foundation receives on the A1 Shares and A2 Shares.
2. The right to payment of the remaining assets of SBC Fintech that the Foundation receives on the A1 Shares and A2 Shares, if SBC Fintech were to be dissolved.
3. The right to payment of the proceeds that the Foundation receives on the sale of the A1 Shares and A2 Shares.
4. The right to freely sell the Depository Receipts (via Nxchange), without any transfer restrictions applying. More information on selling the Depository Receipts via Nxchange is provided in section [7.10 Listing on Nxchange](#) et seq.

The following restrictions pertain to all Depository Receipts:

1. No right applies to attend the general meeting of shareholders of SBC Fintech or to vote in that meeting.
2. The Depository Receipts may not be exchanged for shares of SBC Fintech.
3. The STACK SBC Fintech is subject to an obligation to sell all shares as well if all shares are sold to a bona fide third party. This is only possible if this sale is made on arm's length terms and on the request of shareholders holding more than 60% of the shares. You will then receive the purchase price for the share that belongs to the Depository Receipt. The Depository Receipts will be cancelled thereafter. This is a drag along clause.
4. No right applies to vote on changes of the trust conditions. The board of the Foundation can decide on this itself.



7.10 Additional legal information

We have not included all information in this information memorandum. The following information also pertains to this information memorandum. It is listed below:

- the articles of association of SBC Fintech;
- extract from the Chamber of Commerce regarding SBC Fintech;
- the deed of incorporation of Stichting Administratiekantoor SBC Fintech Amsterdam 1921;
- the trust conditions of Stichting Administratiekantoor SBC Fintech Amsterdam 1921;
- the extract from the Chamber of Commerce regarding Stichting Administratiekantoor SBC Fintech Amsterdam 1921;

As soon as these documents are available, you will find this information on the website of <https://www.nxchange.com/nl/venue/rabobank/SBCfintechamsterdam1921>.

7.11 Listing on Nxchange

The Depositary Receipts will be listed on the Nxchange Trading Platform. The investor will be required to open an account with Nxchange in order to be able to purchase these Depositary Receipts. This account comprises two components:

- a securities account in which the numbers of Depositary Receipts are registered;
- a cash account in which the credit balance is administrated in euros.

An external bank account that is kept by the Nxchange account holder at a bank is required to be linked to the cash account in the system of Nxchange.

The account holder is required to maintain a credit balance in its cash account at Nxchange that is sufficient to be able to pay for the Depositary Receipts to be purchased. Nxchange does not provide any loans. If the account holder places an order, the cash for executing the order will be blocked in its account for the execution of this order.

The Depositary Receipts will be deposited in the collective deposit at Euroclear Nederland. Nxchange performs the administration of this deposit. The records of Nxchange will show which account holder is the beneficial owner of a Depositary Receipt ("**Depositary Receipt Holder**"). Following the issue, the Depositary Receipts will be tradable on the Nxchange Trading Platform; tradability shall exist only between account holders of Nxchange.

7.12 Nxchange Trading Platform

Nxchange is the first Securities Exchange as a Service for securities and digital assets. Nxchange caters to the requirements of banks, credit platforms and financial institutions that have an interest in raising capital for their customers and being able to offer those



investment options directly to investors. It specialises in the listing and trading of financial instruments of comparatively small enterprises.

Nxchange is an extensive, regulated trading platform developed under the supervision of the AFM (the Dutch Authority for the Financial Markets) and has both a Regulated Market and an MTF licence issued by the Dutch Ministry of Finance.

7.13 AFM supervision

The primary focus of SBC Fintech is carrying on a commercial enterprise. SBC Fintech is therefore not subject to AFM supervision. Potential investors should take this into account.

8. Team

Ruud Hendriks (co-founder of Startupbootcamp)

Ruud is a co-founder of Startupbootcamp and focuses on strategy, business development and maintaining contacts with key clients; He regularly does speeches on innovation and trains executive boards of large enterprises. In addition, he assists individual startups. He has extensive experience in media and is a co-founder of SkyRadio, Radio 10 and RTL Nederland, amongst others. He was a member of the Board of Directors of Endemol for almost 8 years. Ruud has served in positions such as a member of the Advisory Board of Rabobank for 5 years, as a member of the Supervisory Board of Theodoor Gilissen Bankiers for 13 years and as an advisor of the Wholesale Banking Innovation board of ING.

Patrick de Zeeuw (co-founder of Startupbootcamp)

Patrick is a co-founder and the CEO of Startupbootcamp. Patrick worked with Ruud at Endemol and set up the first internet company within that company. Patrick later became a shareholder and board member of UBF International. In 2005, Patrick founded interactive TV and Internet Gaming company -3Circles Media- and became its CEO. 3Circles Media launched and produced interactive TV & internet gaming concepts in more than 15 countries. From 2009 to 2011, Patrick advised international gaming and media companies at a strategic and operational level, and in the field of M&A.

Peter van Grinsven (CEO NL)

Peter is CEO NL of Startupbootcamp and responsible for its Dutch operations. He has many years' experience in strategy consultancy and was part of the senior management team of Royal Schiphol Group. He has held several supervisory positions, and innovation was often part of his responsibilities. He also regularly trains and lectures to groups of executives about corporate innovation.

Phuong Do (Global MD of Startupbootcamp)



Phuong has ultimate responsibility for Startupbootcamp worldwide. She has many years of experience as an entrepreneur and has founded several companies. She is also an alumnus of the first Startupbootcamp programme in Amsterdam and has carried out several startup and corporate accelerator programmes as managing director.

Yori May (Global Finance Director)

Yori has ultimate responsibility for finance, risk management and compliance at Startupbootcamp. He has a financial background and experience in management consultancy & audit. He also advised businesses as an independent adviser for several years on financial management, financing and growth, including a number of startups.

Anouc Linning (Global Legal Director)

Anouc is the first point of contact for and has ultimate responsibility for all legal matters at Startupbootcamp worldwide. She has extensive experience in the (international) legal profession and was the co-founder of a company in the entertainment industry.

Douwe Bart Mulder (Program Manager SBC Fintech)

Douwe Bart is responsible for the SBC Fintech programme and operations. As SBC alumnus and alumni manager, he is familiar with SBC during and after the programme. During his time as a founder and later consultant, he gained extensive experience in coaching and financing startups. With almost a decade of experience in the blockchain and DLT world and the various technical roles that he has had, he will also be able to assist the selected startups in those areas.

Elizabeth Kleinveld (Fintech Industry Expert)

Elizabeth was the link between the partners, the startups, investors and the ecosystem in the previous Fintech & Cybersecurity programme. Besides extensive experience on the startup accelerator side, she also worked in corporate banking for many years in the areas of research and innovation. Elizabeth will continue this role in SBC Fintech.

9. Risk factors and risk management

Anyone considering making an investment (to subscribe for Depositary Receipts) is strongly recommended to examine the entire information memorandum and in any event must carefully consider the risk factors set out in this section before making that decision. An investment always involves risks since there may always be unexpected developments that adversely affect the returns. The entire invested amount may even be lost. This also applies to an investment in the Depositary Receipts offered and issued by SBC Fintech.



The following risk factors are circumstances that may occur. SBC Fintech cannot comment on the probability that these circumstances will actually occur. The occurrence of these risks may adversely affect the financial position of SBC Fintech and thus the value of the depositary receipts. The continuity of SBC Fintech depends on the way in which the stated risks are handled/mitigated. The list of risk factors in this section is not exhaustive and other factors that are not currently known to SBC Fintech may occur which may adversely affect the financial position of SBC Fintech and thus the value of the depositary receipts. The risks listed in this section are divided into three categories: risks relating to the nature of the Depositary Receipts ([9.1 Risks relating to the nature of the Depositary Receipts](#)), risks relating to SBC Fintech and the enterprise carried on by it ([9.2 Risks relating to SBC Fintech and its affiliated enterprise](#)) and other risks ([9.3 Other risks](#)).

AC BV is responsible for managing the risks with respect to the SBC Fintech programme. AC BV has undertaken seven other programmes and so the organisation has demonstrable experience with respect to managing the relevant risks. The various sections list certain measures that will limit those risks. Limiting risks does not in any respect mean preventing that risks shall materialize, and so such measures must also be seen in that perspective.

9.1 Risks relating to the nature of the Depositary Receipts

The value of the depositary receipts strongly depends on the success of the business plan of SBC Fintech. AC BV is required to implement that business plan. SBC Fintech will invest in startups. Such investment is also known as "venture capital". Venture capital is the capital that bridges the gap between the funds of acquaintances and the areas in which banks or professional investors are not willing to accept such high risk. In view of the high risk, there are strict startup selection procedures. By means of a comprehensive selection process, only "the best" startups will be selected. Much attention is also devoted to linking startups to potential investors, both during and after the programme. This is driven by the idea of creating as much value as possible for the startup, from which SBC Fintech will ultimately profit.

There is a risk that SBC Fintech is unable to select sufficient suitable startups which may have an adverse effect on the results of SBC Fintech.

It is intended that the depositary receipts will be freely tradable on Nxchange. However, the Nxchange trading platform shall have to firstly approve this. Once approved, it should be borne in mind that no interested parties for purchase of the depositary receipts can be found so that these cannot be converted into cash at the desired time. There is also a risk that the depositary receipts may only be sold for a lower than expected price.

9.2 Risks relating to SBC Fintech and its affiliated enterprise

SBC Fintech is wholly dependent on distributions from the startups and the sale of participating interests in those startups for the payment of its debts and for profit sharing in connection with the depositary receipts. There is, therefore, a risk of default. Economic circumstances in the specific market in which a selected startup operates could adversely



affect revenue and operating profit and so the operation of the business of that startup. It is possible that a selected startup cannot meet its payment obligations toward SBC Fintech or is not in a position to make any profit or other distributions as a result of altered market conditions, a deterioration in solvency, bankruptcy, withdrawal of credit facilities or other unforeseen future circumstances. In turn, SBC Fintech would not be able to meet its own payment obligations.

The functioning and operation of SBC Fintech (also) depends on the specific know-how and experience of AC BV being the Board of SBC Fintech. In fact, the functioning and operation of SBC Fintech is dependent on the specific know-how and experience of the natural persons listed in this information memorandum. The loss of AC BV or the natural persons who ultimately represent SBC Fintech would mean the loss of that specific know-how and experience. This could (in the long term) have an adverse effect on the operations and financial results of SBC Fintech.

SBC Fintech will only provide capital and know-how, using the funds it attracts by issuance of the Depositary Receipts, to the selected startups. In this sense, there is concentration risk. It is not possible to make sufficient attention and capital available across too great a portfolio. The risk that arises is that in the event of a bankruptcy or changed market conditions for companies or industries, there may be adverse consequences for SBC Fintech.

The selected startups will be run autonomously by their own management. The management of a startup is one of the most decisive factors for performance. The influence of SBC Fintech on day-to-day operational management of the selected startups is limited. There is no certainty that the startups involved will always act in a way that is consistent with the interests of SBC Fintech.

The selected startups may generate lower revenues and profits or even become bankrupt as a result of business-specific and/or industry-specific developments (including developments outside the Netherlands). This could then adversely affect SBC Fintech.

Operational risk is the risk of loss as a result of failing internal processes, people or systems or as a result of external events. There is a wide range of examples of operational risk incidents: fraud, third-party claims, errors in processing financial or other information, non-compliance with legislation and regulations and breakdowns of hardware and/or software. For an investor, the occurrence of operational risk, both at the level of SBC Fintech and at the level of the startups, may lead to SBC Fintech not being in a position to meet its payment obligations and profit or other distributions, while the value of the depositary receipts falls or drops to nil.

The Depositary Receipts are intended to be tradable via Nxchange. There is a risk that the cooperation with Nxchange will be terminated by one of the parties.



9.3 Other Risks

Due to the multi-year nature of the investment, the impact of taxation on SBC Fintech and on the returns of the Depositary Receipts is uncertain. SBC Fintech may be faced with changes in laws, new regulations or political decision-making that may have financially adverse outcomes for the investors. The tax treatment of a Depositary Receipt Holder may be adversely impacted over time by changes in Dutch laws or new case law. The tax position of SBC Fintech has not been agreed in advance with the Dutch Tax and Customs Administration. If the Dutch Tax and Customs Administration does not concur with the basic principles presented, this may lead to a negative impact on the results of SBC Fintech. SBC Fintech advises obtaining tax advice before deciding whether or not to invest.

SBC Fintech is exposed to risks if legal proceedings are instituted against it. Regardless of whether proceedings instituted are allowable, SBC Fintech will incur a risk of suffering financial loss as the outcome of legal proceedings is often uncertain. The costs of legal assistance are often high, and those costs can often only be partly recovered from the other party, even if SBC Fintech wins the case.

The impact of politics is an uncertain factor. Political risks are understood to be risks relating to the stability and legitimacy of political institutions, orderly succession of the political leaders, transparency of economic decision-making, national security and geopolitical risks. The aforementioned risks may have a negative impact on the operating results of SBC Fintech.

SBC Fintech will - with a view to mitigating risks - take out a number of insurances to cover ordinary business risks. It is however not certain that it will be able to cover all its risks by means of insurances. It may be the case that insurances offer no or no full cover for specific risks or that cover under those insurances will prove to be impossible in the future. Certain risks are uninsurable, such as wars, terrorist attacks and natural disasters. Moreover, the developments in the insurance market may lead to increases in the insurance premiums. This can have negative consequences for SBC Fintech.

The interests of the Depositary Receipt Holders are represented by the Foundation and the board of the Foundation. The rights of the Depositary Receipt Holders are exercised by the Foundation to the extent and in the manner specified in the articles of association and trust conditions of the Foundation. An investor will not be able to exercise control over shares in the capital of SBC Fintech.