

TOMTOM N.V.
MANAGEMENT BOARD INVESTMENT PLAN 2023

IMPORTANT INFORMATION

This description of the TomTom N.V. Management Board Investment Plan 2023 (the “**Plan**”) does not constitute investment advice or a recommendation of TomTom N.V. to eligible Management Board Members of TomTom N.V. to participate in the Plan. Management Board Members who are eligible to participate in the Plan must rely upon their own examination of the terms and conditions of the Plan and are advised, if necessary, to seek independent advice in order to make a balanced judgement of all that is discussed and described herein.

1 INTRODUCTION

The Plan was approved by the Supervisory Board and by the General Meeting on [date; 14 April 2023].

The Plan contains the terms and conditions that apply to granting Restricted Stock Unit Awards to eligible Management Board Members. The aim of the Plan is to encourage selected eligible Management Board Members to focus on the TomTom Group’s long-term success by providing such individuals an economic interest in any growth of the equity value of the Company and to retain the selected Management Board Member for the TomTom Group, subject to the terms and conditions of the Plan.

The Plan is not intended to be a qualified plan in any jurisdiction (e.g., a plan qualifying under Section 401 of the US Internal Revenue Code).

2 DEFINITIONS

Except as otherwise provided herein, capitalised terms used herein have the following meaning:

Annual Bonus	means the entitlement to a bonus amount under the Company’s short-term incentive plan, calculated in 2023.
Base RSU Award Shares	means a right to acquire a number of Shares in accordance with section 5.2 to this Plan.
Beneficiary	a Management Board Member to whom a Restricted Stock Unit Award is to or has been (as applicable) granted under this Plan.

Company	TomTom N.V., a public company (<i>naamloze vennootschap</i>), incorporated under Dutch law, having its registered office at De Ruijterkade 154, 1011 AC Amsterdam, the Netherlands and registered with the Trade Register of the Chamber of Commerce and Industry in Amsterdam under number 34224566.
Control	the power of a person to secure that the affairs of the Company are conducted in accordance with the wishes of that person (i) by means of the holding of Shares or the possession of voting power in or in relation to the Company, or (ii) by virtue of any powers conferred by the articles of association or other document regulating the Company.
General Meeting	the body consisting of the shareholders of the Company entitled to vote and other persons entitled to vote, as well as the meeting of shareholders and other persons entitled to attend those meetings.
Grant Date	the date on which a Restricted Stock Unit Award is granted.
Holding Period	the period defined in section 8 hereafter.
Inside Information Policy	the TomTom Inside Information Policy as amended from time to time.
Leaves	means ceases to hold any office or employment with any member of the TomTom Group and “ Leaving ” shall be construed accordingly.
Management Board	the management board of the Company, i.e., the statutory directors of the Company.
Management Board Member	a person who is a member of the Management Board.
Notice of Grant	the notice defined in section 6 hereof.
Official List	the daily list (“ <i>Officiële Prijs Courant</i> ”) of Euronext Amsterdam.

Performance Booster Shares	a number of Shares which is equal to 80% (or such other figure as the Supervisory Board may determine prior to the relevant Grant Date) of the number of Base RSU Award Shares.
Performance Targets	the condition(s) that must be satisfied in order for the Performance Booster Shares to Vest, which in respect of Restricted Stock Unit Awards granted in 2023 shall be as set out in Appendix A and which, in respect to Restricted Stock Unit Awards granted in future years, shall be determined by the Supervisory Board prior to the Grant Date.
Plan	this TomTom N.V. Management Board Investment Plan 2023.
Restricted Stock Unit Award	<p>the right for the relevant Beneficiary to receive:</p> <ul style="list-style-type: none">a) the Base RSU Award Shares;b) the Time Vested Booster Shares; andc) the Performance Booster Shares. <p>in accordance with and subject to the conditions set out in this Plan.</p>
Share	an ordinary share of EUR 0.20 par value in the capital of the Company as listed on the Stock Market.
Stock Market	the stock market Eurolist of Euronext Amsterdam.
Subsidiary	a(n) (indirect) subsidiary of the Company within the meaning of article 2:24a of the Dutch Civil Code (being a company in respect of which another company holds the majority of the voting rights or has the power to appoint the majority of the directors).
Supervisory Board	the supervisory board of the Company.
Tax	any wage tax, personal income tax, employee social security levy and/or any other form of taxation, levy, duty, charge, contribution, withholding or impost of whatever nature (including any related fine, penalty, surcharge, or interest) or otherwise in relation to a Restricted Stock Unit Award and which is the primary responsibility of the Beneficiary.

Time Vested Booster Shares	that number of Shares which is equal to 15% (or such other figure as the Supervisory Board may determine prior to the relevant Grant Date) of the number of Base RSU Award Shares.
TomTom Group	TomTom N.V. and its Subsidiaries.
Trading Day	a day on which the Stock Market is open for trading.
Vesting	the event of a Beneficiary becoming entitled to receive Shares in respect of their Restricted Stock Unit Awards.
Vesting Date	the date of Vesting as described in section 7.1.
Vesting Period	the vesting period as described in section 7.1.

3 COMPETENT BODY

- 3.1 Subject to any approval by the General Meeting as required under applicable law and the Company's articles of association, the Supervisory Board is the authorised body to grant Restricted Stock Unit Awards to Management Board Members and to exercise any other rights under or in connection with this Plan. Where the context so requires, a reference to the Company shall be taken as a reference to the Supervisory Board acting on behalf of the Company.

4 GRANT OF RESTRICTED STOCK UNIT AWARDS

- 4.1 The Supervisory Board, at its sole discretion, but always in accordance with the terms and conditions of this Plan, which observes a constant course of action ("*bestendige gedragslijn*"), is authorised to grant Restricted Stock Unit Awards to Management Board Members.
- 4.2 A Restricted Stock Unit Award shall only be granted to a Beneficiary if such Beneficiary has indicated that they wish to forfeit part or all of their Annual Bonus and receive Restricted Stock Unit Award under this Plan. The minimum amount of Restricted Stock Unit Awards that can be received under this Plan is the equivalent of €1,000, or such other threshold as the Supervisory Board may from time to time determine.
- 4.3 Restricted Stock Unit Awards shall be granted upon the terms and conditions set out in the Plan, and upon such other objective terms and conditions as the Supervisory Board may specify in the Notice of Grant.

- 4.4 Notwithstanding the provisions of section 10, Restricted Stock Unit Awards are granted to a Beneficiary under the condition precedent (*opschortende voorwaarde*) that prior to the Vesting Date such Beneficiary's employment has not been terminated, for whatever reason, and no notice of termination has been served or court request for termination has been filed.
- 4.5 A grant of a Restricted Stock Unit Award is a one-time benefit which does not create any contractual or other right to receive future grants of Restricted Stock Unit Awards, or benefits in lieu of such Restricted Stock Unit Awards.
- 4.5 The Supervisory Board retains the discretion not to grant the Restricted Stock Unit Awards, including in (but not limited to) the situation of exceptional market or business circumstances (performance underpin).

5 NUMBER OF SHARES SUBJECT TO A RESTRICTED STOCK UNIT AWARDS

- 5.1 The Supervisory Board, at its sole discretion, but always in accordance with the terms and conditions of this Plan, is authorised to determine the number of Shares subject to a Restricted Stock Unit Award that will be granted to each selected Beneficiary.
- 5.2 Subject to section 5.1, the number of Base RSU Award Shares shall be equal to such whole number of Shares calculated using the lower of (i) the average closing price of a Share as announced in the Official List in the sixty (60) Trading Days preceding the Grant Date or (ii) the closing price of the Shares as announced in the Official List on the Grant Date.
- 5.3 Grants to each selected Beneficiary within the meaning of the Plan will be made once within the tenth (10th) business day after the annual general meeting of the Company.

6 NOTICE OF GRANT

- 6.1 Restricted Stock Unit Awards are granted by means of a written or electronic notice (the "**Notice of Grant**") from the Company to each selected Beneficiary. The Company may decide at its discretion to implement an automated system to grant and/or administer Restricted Stock Unit Awards and to provide for a communication platform in that regard, including but not limited to enable the electronic acceptance by a selected Beneficiary of the Notice of Grant.
- 6.2 The Supervisory Board may determine that any grant of Restricted Stock Unit Awards shall be subject to such additional and/or modified terms and conditions relating to its grant, Vesting and/or exercise as may be necessary to comply with or take account of any securities, exchange control or taxation, laws, regulations or changes in legislation or practice of any territory which may have application to the relevant Beneficiary or the TomTom Group.

7 VESTING OF RESTRICTED STOCK UNITS

- 7.1 Subject to the condition set out in section 4.4, and the relevant Performance Targets being satisfied in the case of any Performance Booster Shares, a Restricted Stock Unit Award vests on the date that is three (3) calendar years after the Grant Date (the “**Vesting Date**”, and the period between the Grant Date and the Vesting Date is referred to as the “**Vesting Period**”), unless a different vesting period has been included in the Notice of Grant.
- 7.2 As soon as reasonably practicable, but not later than two (2) months after the Vesting Date, the Company will procure the delivery of Shares to the Beneficiary corresponding to the number of Shares over such Beneficiary's Restricted Stock Unit Awards which has Vested. The Company will deliver the Shares in book entry form, registered in the Beneficiary's name.
- 7.3 The Supervisory Board will take into account any legal, technical or other relevant aspects of the delivery of Shares to a Beneficiary in the relevant jurisdiction(s). If such aspects cause any complications in respect of the delivery of Shares, upon Vesting the Supervisory Board may, at its sole discretion, decide to settle the relevant Stock Unit Awards of one or more Beneficiaries in another manner, such as the delivery of other equity instruments (instead of Shares) of similar value or, in case that it is not reasonably possible to deliver Shares or other equity instruments, a settlement in cash.

8 TRANSFER RESTRICTIONS; HOLDING PERIOD

- 8.1 Restricted Stock Unit Awards and any other rights or interests of Beneficiaries under the Plan are personal to the relevant Beneficiaries and cannot be transferred or encumbered, whether by means of sale, assignment, exchange, pledge, right of usufruct or otherwise, except:
- (a) unless otherwise specified in a Notice of Grant;
 - (b) by will or the laws of descent and distribution; or
 - (c) with the prior approval of the Supervisory Board in special circumstances.
- 8.2 Any Shares acquired by a Beneficiary pursuant to the Vesting of Restricted Stock Unit Awards cannot be transferred or sold by that Beneficiary during a period of two (2) years starting on the Vesting Date and ending on the second anniversary of the Vesting Date (the “**Holding Period**”), including in the situation that the Beneficiary ceases to be employed with the TomTom Group for whatever reason, except:
- (a) if and to the extent that the Beneficiary incurs any Tax liability as a result of the acquisition of the Shares, the Beneficiary can sell and transfer such portion of the Shares as may be required to satisfy the relevant Tax payment obligations (sell to cover); or
 - (b) in the event that the Beneficiary dies, the Shares can transfer by will or the laws of descent and distribution, and the Beneficiary's heirs or legal representatives can sell and transfer those Shares; or
 - (d) in special circumstances, the Supervisory Board may determine whether and to what extent the Holding Period will be applicable.

- 8.3 The restriction to transfer Restricted Stock Unit Awards or Shares also includes the restriction that, at any time prior to the expiry of the Holding Period, a Beneficiary is not entitled to agree on a future sale of the Shares that are subject to the Holding Period, or to grant any option or other right to acquire the Shares, except as explicitly set out otherwise above.

9 WITHHOLDING OF TAXES

- 9.1 Any Taxes due in respect of the grant, holding or Vesting of Restricted Stock Unit Awards to or by a Beneficiary and the transfer or sale of the corresponding Shares shall be for the account of the relevant Beneficiary.
- 9.2 In the event that the grant, holding or Vesting of Restricted Stock Unit Awards or the transfer or sale of the corresponding Shares gives rise to any Tax withholding obligation for the Company or any Subsidiary, such Tax will be settled as follows:
- (i) the Company's stock broker will sell on the Stock Market for and on behalf of the Beneficiary a number of Shares with a market value not less than the amount of withholding Tax and will be authorized to pay on behalf of the Beneficiary to the Company or the Subsidiary the proceeds from such sale, which the Company or the Subsidiary will use to settle the relevant Taxes;
 - (ii) the Company or the Subsidiary, as the case may be, shall withhold the required amount of withholding Tax in accordance with applicable law from any regular cash compensation payable to the relevant Beneficiary; or
 - (iii) the Beneficiary must ensure that the relevant amount of withholding Tax is paid to the bank account indicated by the Company or its Subsidiary, as the case may be, at the time of the relevant event.

10 TERMINATION OF EMPLOYMENT

- 10.1 In the event that a Beneficiary is no longer employed with the TomTom Group for whatever reason other than the events set out in section 10.2 – hereinafter referred to as termination of the employment – then the Beneficiary may, if the Supervisory Board so determines, be entitled to an (early) Vest of Base RSU Award Shares. The Beneficiary will not be entitled to receive any Time Vest Booster Shares or Performance Booster Shares
- 10.2 If a Beneficiary Leaves by reason of:
- (i) death;
 - (ii) permanent disability;
 - (iii) retirement at the age at which the Beneficiary is either bound or entitled to retire (or such other age at which a Beneficiary retires by agreement with their employer);
 - (iv) involuntary termination (not performance related) within the meaning of the laws of the jurisdiction which the Beneficiary is employed; or
 - (v) any other reason at the discretion of the Supervisory Board,

the Supervisory Board, at its sole discretion, but always in accordance with the terms and conditions of this Plan, is authorized to determine the number of Restricted Stock Unit Awards each selected Beneficiary will have vested if they leave TomTom pursuant to any of the circumstances noted above.

- 10.3 If the date of Leaving for any of the circumstances set out in section 10.2(i) – (v) (inclusive) occurs in respect of Restricted Stock Unit Awards granted in 2023 or after 31 December 2023, the provisions set out in section 1 of Appendix B to this Plan shall apply.

11 CHANGE OF CONTROL

- 11.1 If any person, alone or together with other persons acting in concert, obtains Control of the Company as a result of making a general offer to acquire Shares, then the Supervisory Board shall determine that any Restricted Stock Unit Awards shall Vest in accordance with the provisions set out in section 11.2.
- 11.2 If there is a change of Control of the Company as set out in section 11.1 and the date of such event occurs in respect of Restricted Stock Unit Awards granted in 2023 or after 31 December 2023, the provisions set out in section 2 of Appendix B to this Plan shall apply.
- 11.3 If there is a change of Control of the Company as set out in section 11.1, the Restricted Stock Unit Awards which have Vested pursuant to section 11.2 may not be settled in Shares but paid out in cash, where the value of each Restricted Stock Unit Award may be deemed equal to the average Share value over the quarter preceding the announcement of the intended transaction.
- 11.4 For the purposes of this section 11, in relation to a person acquiring Control of the Company, "persons acting in concert" are persons who cooperate with that person on the basis of an agreement, either express or tacit, either oral or written, aimed at acquiring Control of the Company.

12 INSIDER TRADING RULES AND DISCLOSURE OF HOLDINGS

Beneficiaries are bound by and must observe all applicable laws, including, without limitation, laws regarding insider trading, market abuse and the disclosure of holdings and must comply with the Inside Information Policy and any other applicable internal rules and regulations concerning private investment transactions and insider trading.

13 CORPORATE EVENTS; ADJUSTMENT

- 13.1 The Supervisory Board may – but is not obliged to – adjust the number of Restricted Stock Unit Awards in any manner as the Supervisory Board, in its sole discretion, deems appropriate in connection with a variation in the share capital of the Company (including, but not limited to, a share split, reverse share split, combination or exchange of securities, withdrawal of shares or changing the nominal value of the shares), or in any other circumstances which in the reasonable opinion of the Supervisory Board may justify such adjustment.

- 13.2 The Supervisory Board has the right (the "**Claw Back Right**") to adjust the number of Restricted Stock Unit Awards and/or to claim back, in full or in part, any Shares acquired pursuant to vesting of the Restricted Stock Unit Awards or the financial gain realized by the relevant Beneficiaries from such Shares, if and to the extent that the grant of the Restricted Stock Unit Awards was, in the opinion of the Supervisory Board, based on incorrect financial data or other data. Without limiting the generality of the afore-going, the Claw Back Right may also be exercised in the event that within two years after any Vesting Date the Company restates its financial statements due to material non-compliance with financial reporting requirements under the securities laws. The amount of the Claw Back Right shall be determined by the Supervisory Board taking into account all relevant information and acting in good faith and in accordance with the principles of reasonableness and fairness.

14 DIVIDEND AND VOTING RIGHTS

- 14.1 Restricted Stock Unit Awards do not give the Beneficiary rights to dividends or dividend equivalents nor do Restricted Stock Unit Awards have any voting power.
- 14.2 The dividend rights attached to the Shares which the Beneficiary receives as a result of the Vesting of a Restricted Stock Unit Award are the same as the dividend rights attached to all other Shares outstanding as at that time.

15 UNFORESEEN CIRCUMSTANCES AND INTERPRETATION

In all situations not provided for in this Plan, the Supervisory Board shall decide, subject to and in accordance with all applicable laws. In the event of any dispute or disagreement as to the interpretation of this Plan, or as to any question or right arising from or related to this Plan, the decision of the Supervisory Board shall be final and binding upon all persons.

16 TERMS OF EMPLOYMENT NOT AFFECTED

- 16.1 The rights and obligations of any Beneficiary under the terms of his or her employment with the TomTom Group shall not be affected by (i) their participation in the Plan or by (ii) any right which they may have to participate in the Plan. This Plan does not form part of a Beneficiary's employment contract or employment terms and any benefit received by a Beneficiary pursuant to this Plan shall not be taken into account for any contribution or entitlement to any retirement plan or for the purpose of determining any other claim for compensation the Beneficiary may have against the Company or a Subsidiary including any potential severance payment.
- 16.2 A Beneficiary who ceases for any reason to be employed by the Company or any Subsidiary shall not be entitled, by way of compensation for loss of office or employment or otherwise howsoever, to any sum or any benefit to compensate them for any consequential loss or curtailment of any right or benefit accrued or in prospect under this Plan and any such loss or curtailment shall not form part of any claim for damages for breach of any contract of employment of any Beneficiary or compensation for unfair dismissal or any other claim whatsoever.

17 DATA PROTECTION

- 17.1 By participating in this Plan, each Beneficiary acknowledges to be informed of and consents to the collection, use, processing, and transfer of their personal data by the Company and their employer for the following purposes:
- (a) the implementation, execution, and administration of the Beneficiary's participation in the Plan, including the transfer and registration of Restricted Stock Unit Awards and the corresponding Shares and the communication in connection with the Plan; and
 - (b) compliance with applicable law and the financial, legal, regulatory, ethics, integrity, IT and enterprise risk management obligations and procedures to which the Company and/or any Subsidiary is subject.
- 17.2 Each Beneficiary authorizes the Company and their employer to transfer such personal data amongst themselves and to any third parties assisting them in the implementation and administration of the Plan or providing Plan recordkeeping services. These recipients may be located throughout the world, both within and outside the European Economic Area, and are authorized to receive, possess, use, retain and transfer the personal data, in electronic or other form, for the purposes set out above.
- 17.3 Each Beneficiary may, at any time, review their personal data or require any necessary amendments to it.

18 AMENDMENT OR TERMINATION OF PLAN

The Supervisory Board has the discretionary authority to amend or terminate this Plan at any time, provided that (subject such amendment or termination as such shall not adversely affect the rights already granted to any Beneficiary prior to such amendment or termination. To the extent required, the relevant provisions of the Plan will survive termination until any and all outstanding Restricted Stock Unit Awards have been settled, lapsed and/or forfeited.

19 GOVERNING LAW AND JURISDICTION

The Plan and the Restricted Stock Unit Awards granted pursuant thereto are exclusively governed by and construed in accordance with the laws of the Netherlands. All disputes arising from or in connection with the Plan or any Restricted Stock Unit Awards granted hereunder shall be exclusively submitted to the competent courts in Amsterdam, the Netherlands.

APPENDIX A

Performance Targets applicable to Restricted Stock Unit Awards granted in 2023

Subject to the provisions of Appendix B to this Plan, the Performance Booster Shares in respect of any Restricted Stock Unit Awards granted in 2023 shall be subject to the following Performance Targets:

(i) Company Performance Target

The Company Performance Target for grants of Restricted Stock Unit Awards made in 2023 requires the Company to reach a target of EUR 600 million of reported Location Technology revenue in 2025.

If the Company Performance Target is met, a Beneficiary granted a Restricted Stock Unit Award in 2023 shall be entitled to a number of Performance Booster Shares equal to 30% of the number of Base RSU Award Shares subject to such Beneficiary's Restricted Stock Unit Award.

(ii) Cash Flow Performance Target

The Cash Flow Performance Target for grants of Restricted Stock Unit Awards made in 2023 requires that the Company's 2025 free cash flow percentage of reported TomTom Group revenue has to reach a target of at least 10%.

If the Cash Flow Performance Target is met, a Beneficiary granted a Restricted Stock Unit Award in 2023 shall be entitled to a number of Performance Booster Shares equal to 50% of the number of Base RSU Award Shares subject to such Beneficiary's Restricted Stock Unit Award.

In respect to the Performance Targets outlined in this Appendix A, the Supervisory Board will have sole discretion to determine whether the Performance Targets have been satisfied.

Notwithstanding section 18 of the Plan, the Supervisory Board shall also be able to amend any Performance Targets as it sees fit.

APPENDIX B

1 Termination of Employment

- 1.1 At the sole discretion of the Supervisory Board, in principle, if a Beneficiary Leaves pursuant to any of the circumstances set out in section 10.2(i) – (v) (inclusive) of the Plan and the date of Leaving occurs:
- (i) in the calendar year of 2023, then the Base RSU Award Shares will Vest on the date of Leaving but the Beneficiary will have no right to receive any Time Vested Booster Shares or any Performance Booster Shares;
 - (ii) in the calendar year of 2024, then the Base RSU Award Shares and a reduced number of Time Vested Booster Shares equal to 5% of the Base RSU Award Shares will Vest on the date of Leaving but the Beneficiary will have no right to receive the balance of the Time Vested Booster Shares or any Performance Booster Shares;
 - (iii) in the calendar year of 2025, then the Base RSU Award Shares and a reduced number of Time Vested Booster Shares equal to 10% of the Base RSU Award Shares will Vest on the date of Leaving but the Beneficiary will have no right to receive the balance of the Time Vested Booster Shares or any Performance Booster Shares; and
 - (iv) on or after 1 January 2026 but before the Vesting Date in 2026, then the Base RSU Award Shares and the Time Vested Booster Shares will Vest on the date of Leaving but the Beneficiary will have no right to receive any Performance Booster Shares.

The Vest is subject to the Holding Period conditions as set out in section 8.

The provisions as set out in section 12 are applicable at any time.

2 Change of Control

2.1 If there is a change of Control of the Company as set out in section 11.1 of the Plan and the date of such event occurs:

- (i) in the calendar year of 2023, then the Base RSU Award Shares will Vest on the date immediately prior to the change of Control of the Company as set out in section 11.1 of the Plan but the Beneficiary will have no right to receive any Time Vested Booster Shares or Performance Booster Shares;
- (ii) in the calendar year of 2024, then the Base RSU Award Shares and a reduced number of Time Vested Booster Shares equal to 5% of the number of Base RSU Award Shares will Vest on the date immediately prior to the change of Control of the Company as set out in section 11.1 of the Plan but the Beneficiary will have no right to receive the balance of the Time Vested Booster Shares or any Performance Booster Shares;
- (iii) in the calendar year of 2025, then the Base RSU Award Shares and a reduced number of Time Vested Booster Shares equal to 10% of the number of Base RSU Award Shares will Vest on the date immediately prior to the change of Control of the Company as set out in section 11.1 of the Plan but the Beneficiary will have no right to receive the balance of the Time Vested Booster Shares or any Performance Booster Shares; and
- (iv) on or after 1 January 2026 but before the Vesting Date in 2026, then the Base RSU Award Shares and the Time Vested Booster Shares will Vest on the date immediately prior to the change of Control of the Company as set out in section 11.1 but the Beneficiary will have no right to receive any Performance Booster Shares.

The Vest is subject to the Holding Period conditions as set out in section 8.

The provisions as set out in section 12 are applicable at any time.