

**FIRST SUPPLEMENT DATED 3 FEBRUARY 2026 TO THE BASE PROSPECTUS DATED 5 JANUARY 2026**



**FASTNED B.V.**

(incorporated with limited liability in The Netherlands  
and having its corporate seat in Amsterdam)

This supplement (the “**Supplement**”) constitutes a supplement for the purpose of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”) to the base prospectus (comprising the Registration Document dated 5 January 2026 and a securities note dated 5 January 2026) (the “**Base Prospectus**”) as supplemented by the first supplement dated 3 February 2026 of Fastned B.V. (the “**Issuer**”). Terms used but not defined in this Supplement have the meanings ascribed to them in the Base Prospectus.

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference in the Base Prospectus, the statements in (a) above will prevail.

This Supplement does not constitute an offer or an invitation to subscribe for or purchase the instruments. This Supplement may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation.

This Supplement has been filed with and approved by the Netherlands Authority for the Financial Markets (the Stichting Autoriteit Financiële Markten, the “**AFM**”) as the competent authority in the Issuer’s home Member State pursuant to the Prospectus Regulation. The AFM has only approved this Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer that is the subject of this Supplement or of the quality of the securities that are the subject of the Base Prospectus and investors should make their own assessment as to the suitability of investing in the securities.

The Issuer accepts responsibility for the information contained in this Supplement and declares that the information contained in this Supplement is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. No person has been authorized to give any information or to make any representation not contained in or not consistent with the Base Prospectus and this Supplement and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer.

Neither the delivery of this Supplement nor the Base Prospectus shall in any circumstances imply that the information contained in the Base Prospectus and herein concerning the Issuers is correct at any time subsequent to 5 January 2026 (in case of the Base Prospectus) or the date hereof (in case of this Supplement) or that any other information supplied in connection therewith is correct as of any time subsequent to the date indicated in the document containing the same.

## ADDITIONS TO THE BASE PROSPECTUS

On 15 January 2026, the Issuer published its Q4 trading update, in which the Company introduced its financial guidance for the financial year 2026.

On 22 January 2026, the Issuer's subsidiary, Fastned TICO Holding I B.V. (**TICO HoldCo**) entered into a limited recourse financing with a syndicate of lenders, comprising an aggregate committed amount of EUR 100 million and an uncommitted accordion option of an additional EUR 100 million, with a five-year maturity (the **TICO Financing**).

In the view of the foregoing, with the effect of this Supplement the information appearing in, or incorporated by reference into, the Base Prospectus shall be supplemented in the manner described below:

1. In the Risk Factor titled "Failure to comply with financing arrangements entered into by Fastned, including the terms of its existing bonds (such as making interest payments and repaying or refinancing the bonds with due), or the terms of any future financing arrangements, could result in an event of default and materially and adversely affect the business, results of operations, financial condition and prospects of Fastned." on pages 12-13 of the Registration Document, the following text "*Additionally, Fastned may enter into other financing arrangements. Any failure to comply with the terms of such financing arrangements, could result in an event of default which could have a material adverse effect on Fastned's business, results of operations, financial conditions and prospects. When entering into such financing arrangements these may be secured financing, which means that certain assets of Fastned may be pledged, or otherwise provided security over, in favour of such financing lenders. As a result, the financing lenders would have priority over other creditors of Fastned (including any holders of bonds and shares of Fastned) with respect to such pledged assets. A default under the financing arrangements could result in Fastned losing the pledged assets which would have a negative effect on Fastned's business, results of operations and prospects.*" shall be replaced by the following text (with the underlined wording being the amended wording):

*"Additionally, Fastned has entered into financing arrangements (see “- Business – Material Agreements – Tico Financing”) and may enter into other financing arrangements. Any failure to comply with the terms of such financing arrangements, could result in Fastned not being able to draw from the financing arrangements (see “- Business – Material Agreements – Tico Financing – Drawdown conditions and covenants”) or in an event of default, which could have a material adverse effect on Fastned's business, results of operations, financial conditions and prospects.*

*When entering into such financing arrangements these may be secured financing, which means that certain assets of Fastned may be pledged, or otherwise provided security over, in favour of such financing lenders. As a result, the financing lenders would have priority over other creditors of Fastned (including any holders of bonds and shares of Fastned) with respect to such pledged assets. The financing arrangement that Fastned has entered into (see “- Business – Material Agreements – Tico Financing”) is a secured financing arrangement, as the shares of the involved subsidiaries have been pledged (see “- Description of Share Capital and Corporate Structure – Acquisition by the Company of its own Shares or DRs”). A default under the financing arrangements could result in Fastned losing the pledged assets which would have a negative effect on Fastned's business, results of operations and prospects."*

2. Section 5.5 titled "Company Targets" on page 41 of the Registration Document, shall be replaced by the following text (with the underlined wording being the amended wording):

“On the basis of the existing financing and assuming Fastned’s ability to secure further financing to implement its growth strategy going forward, Fastned has set the following financial and business objectives for the medium to long term, which it aims to achieve by executing its strategy:

- Fastned aims to construct 70 to 100 stations in 2026, growing the network to 476 to 506 stations by year-end, and working towards its goal of a 1,000 charging stations in Europe by 2030;
- In addition to opening new stations, Fastned will further expand its network by adding more chargers to its existing locations. The average number of chargers per station is targeted to increase from six in 2026 to more than eight by 2030;
- Fastned expects average annual revenue per station to reach between €350,000 and €400,000 in 2026 and be €1 million in 2030. Operational EBITDA margin is targeted to be 35-40% for the financial year ending 31 December 2026.”

3. In Section 5.6 titled “Profit Forecast” beginning on page 41 of the Registration Document, shall be replaced and restated as follows (with the underlined wording being the amended wording):

“The profit forecast described in this section relates to the expectation that the Company’s Operational EBITDA margin will be 35-40% for the financial year ending 31 December 2026 the “**Profit Forecast**”), as stated in “*Business – Company Targets*”.

The Profit Forecast is based on the Company’s current beliefs, expectations, assumptions and business plan. The Profit Forecast in this section is based on data, assumptions and estimates that the Company considers reasonable as at the date of this Registration Document. Such data, assumptions and estimates may change due to uncertainties in the economic, political, financial, accounting, competitive, regulatory and tax environment or as other factors that are unknown to Fastned as of the date of this Registration Document. Moreover, the occurrence of one or more of the risks described in the section entitled “*Risk Factors*” of this Registration Document, could have an impact on the Company’s business, results, financial condition or prospects and could therefore adversely affect these forecasts. Since the Profit Forecast involves assessments about matters that are inherently uncertain and actual results may differ for a variety of reasons, (prospective) investors should not place unreasonable reliance on this Profit Forecast. Fastned does not guarantee and can give no assurance that the forecasts described in this section will be achieved. The Profit Forecast, as well as the data, assumptions and estimates it is based upon, are unaudited.

### ***Assumptions***

The Company’s Profit Forecast has been prepared on a basis which is: (i) comparable with the historical financial information of the Company included in the Financial Statements and the Interim Financial Statements and taking into consideration the adjustments made to determine the Non-IFRS Measures; and (ii) consistent with the Company’s accounting policies for the preparation of the Financial Statements and the Interim Financial Statements.

The Company’s Profit Forecast is mainly provided on the basis of: (i) the Company’s results for the financial year 2024 and H1 2025, as set out in the Financial Statements and the Interim Financial Statements, management’s monitoring and initial evaluation of the progress of the Company since 30 June 2025 up to the date of this Registration Document and, subject to the factors set out below, management’s expectations regarding the trajectory and progress of the Company’s operations for the remainder of the period up to 31 December 2026; (ii) management’s expected build pace of new charging stations and retail locations in each country where Fastned is operating and in new markets; (iii) management’s expected trajectory of Fastned’s revenues from its fast charging network and of its

operating costs; (iii) the 2026 Operational EBITDA margin Forecast is based on the first year of the Company's long term budget/forecast.

Factors that are outside of the control of the Company and its management:

- Any material changes to the macro-economic, legislative and regulatory environment of the Company when compared to those in effect during the financial year 2024 and H1 2025;
- the impact of global or domestic economic and (geo)political tensions in the various markets where it operates, including the impact it has had, and may have, on the fast charging industry;
- developments in relation to the BEV industry and market in which the Company operates which are assumed to be in line with the current targets and forecasts published by governments and analysts in respect of BEV adoption over the coming decades;
- developments in the public tendering market (e.g. changes in the regulatory and political climate, and in national policies or regulations related to tenders for fast charging) in countries where the Company is currently operating and in new markets;
- developments in relation to the grid connection capacity in the countries where the Company is currently operating and in new markets;
- developments in the wholesale energy market;
- developments in interest rates and funding conditions;
- while the Company is not currently aware of any changes which it considers to be material at present, any material changes in the accounting principles for the Company for the financial years 2025 and 2026 required to be applied by the Company when compared to the principles applied in the Company's Financial Statements and the Interim Financial Statements.

Factors that are partially or wholly within the control of the Company and its management:

- Number of stations operational throughout the period: this is based on the number of stations operational at the date of this Registration Document, the number of stations currently under development, the number of stations currently in the pipeline and the number of stations expected to be added to the pipeline and developed between the date of this Registration Document and the end of 2026;
- General traffic per location: this is based on the Fastned's location criteria for attracting new locations and the expected traffic per location of the stations in Fastned's pipeline at the date of this Registration Document;
- Capture rate expectations: this concerns the percentage of BEV traffic that is expected to stop and charge, resulting into charge sessions at Fastned's stations, with BEV traffic dependent on general traffic per location and BEV fleet penetration;
- Session size expectation: based on expectations of charge speed development, which is based on BEV industry developments, and expectations on session duration;
- Gross margin per kWh: based on Fastned's internal targets and expectations on the ability to pass through cost increases from electricity price increases to customers;
- Operating costs, including number of FTEs, grid fees, maintenance costs, location rent and overhead costs: based on historical costs, development of these based on Fastned's growth expectations, including FTE growth expectations, reflected in Fastned's cash flow forecasts; and
- Fastned's ability to fund its growth plans: based on the current cash & cash equivalent levels, expectations on new funding during this period and expectations on operating cash flows.”

4. In Section 5.17 titled “Material Agreements” on page 55 of the Registration Document, shall be replaced and amended as follows (with the underlined being the amended or inserted wording):

“In addition to the Relationship Agreement as described in “*Major Shareholders, DR holders and Related Party transactions – Related Party Transactions – Relationship Agreement*”, the following agreement (other than agreements entered into in the ordinary course of business) has been entered into by the Company or any of its subsidiaries within the two years immediately preceding the date of this

Registration Document, which are material or which have been entered into by the Company or any its subsidiaries at any other time and which contain provisions under which the Company or any of its subsidiaries has an obligation or entitlement that is material to the Group as at the date of this Registration Document.

### **Tico Financing**

On 22 January 2026, Fastned's subsidiary, Fastned TICO Holding I B.V. (**TICO HoldCo**), entered into a limited recourse financing with a syndicate of lenders, comprising an aggregate committed amount of EUR 100 million and an uncommitted accordion option of an additional EUR 100 million, with a five-year maturity (the **TICO Financing**). The TICO Financing is senior to any subordinated claims of the Group, and lenders have recourse only to (i) the assets of Fastned Stations Belgium BV, Fastned Stations Switzerland AG (the **Fastned Stations Entities**) and TICO Holdco, (ii) third-party security by Fastned B.V. on the shares in TICO HoldCo and (iii) security by TICO HoldCo on its shares in the Fastned Stations Entities. The TICO Financing can be drawn in multiple tranches and in both EUR and CHF, and is intended to accelerate Fastned's growth strategy in Belgium and Switzerland. As at the date of this Supplement, EUR 18 million and CHF 1,7 million has been drawn from the total amount.

#### **Interest Rate**

The TICO Financing consists of a combination of floating-rate (80% of the Tico Financing) and fixed-rate (20% of the Tico Financing) term loan facilities. The floating-rate facility bears interest at an interbank reference rate for the relevant currency plus a margin that steps up over time in accordance with the senior facilities agreement. The fixed-rate facility bears interest at a fixed base rate plus the same margin as the floating-rate facility. Between 70% and 110% of the floating-rate exposure is hedged through interest rate derivatives, resulting in a substantially fixed all-in interest cost over the life of the financing. On an all-in basis, including margins, base rates and hedging costs, the interest rate payable under the TICO Financing is lower than 6%.

#### **Drawdown conditions and covenants**

Each drawdown is subject to pre-agreed conditions: (i)–(iv) operated as follows: (i) no Event of Default is continuing, (ii) the “Repeating Representations” under the senior facilities agreement for the Tico Financing are required to be true in all material respects on the utilisation date, (iii) the project-specific commercial performance tests (“**Commercial CP**”) require that, over the most recent twelve-month period prior to a utilisation request, the average power utilisation of the TICO network exceed a threshold level and the total outstanding senior debt per EV charging point remain below the agreed maximum levels (for the first testing period this corresponds to more than 261 kWh per EV charging point per day and no more than EUR 196 thousand of senior debt per EV charging point), and (iv) the aggregate outstanding amount of the TICO facilities in the relevant jurisdiction following that drawdown can not exceed 60% of the cumulative capital expenditure incurred by the TICO group in that jurisdiction.

In addition, the senior facilities agreement for the TICO Financing contains customary financial and non-financial covenants at the level of the ring-fenced TICO group, including minimum liquidity, interest cover and leverage covenants for the TICO group, as well as standard negative pledge provisions and restrictions on additional indebtedness, disposals, distributions and related-party transactions, all calibrated to the TICO business plan. In particular, the TICO group is subject to (i) a minimum liquidity covenant requiring it to maintain cash standing to the credit of bank accounts that are subject to transaction security of at least EUR 2.5 million from the closing date of the TICO Financing up to the date falling one year after that closing date and at least EUR 3.0 million thereafter, (ii) an interest cover ratio covenant requiring the ratio of consolidated EBITDA to consolidated net finance charges of the TICO group to be at least 3.0x, and (iii) a leverage covenant limiting the ratio of consolidated total net debt to consolidated EBITDA of the TICO group, with a maximum leverage of 4.50x for the first testing period ending on 30 June 2029, stepping down to 3.80x for the period ending

on 31 December 2029 and 3.50x for subsequent testing periods. These covenants are tested periodically on the basis of the TICO group's financial statements and compliance certificates.

If the TICO group fails to satisfy drawdown conditions or breaches these covenants and such breach is not cured (including via equity cure where available) or waived, lenders may refuse to fund new utilisations, accelerate the facilities and enforce security over the TICO assets in Belgium and Switzerland. As of the date of this Supplement, based on the current TICO business plan and operating performance, the TICO drawdown conditions and covenants provide appropriate headroom relative to its internal projections. As at the date of this Supplement, no material negotiations are taking place with the lenders regarding the operation of these financial covenants.

5. In Section 5.20 titled “Group Structure” on page 56 of the Registration Document, the following text “*Fastned Switzerland AG is incorporated in Switzerland and its main activity is building a network of fast charging stations in Switzerland and selling electricity to EV drivers in Switzerland. Fastned Switzerland Operations AG is incorporated in Switzerland and its main activity is building and operating fastcharging stations for electric vehicles, grants operating rights to third parties, and engages in design, manufacturing, trade, maintenance, and rental of charging infrastructure, including personnel administration and payroll management. Fastned België BV is incorporated in Belgium and its main activity is building a network of fast charging stations in Belgium and selling electricity to EV drivers in Belgium. Fastned Belgium Operations BV is incorporated in Belgium and its main activity is performing operational and administrative tasks, organizing and managing personnel, and providing support services for daily business operations within the company and its group affiliates, including personnel administration and payroll management.*” shall be replaced by the following text (with the underlined wording being the amended wording):

“Fastned Stations Switzerland AG is incorporated in Switzerland and its main activity is building a network of fast charging stations in Switzerland and selling electricity to EV drivers in Switzerland.

Fastned Switzerland AG is incorporated in Switzerland and its main activity is building and operating fastcharging stations for electric vehicles, grants operating rights to third parties, and engages in design, manufacturing, trade, maintenance, and rental of charging infrastructure, including personnel administration and payroll management.

Fastned Stations Belgium BV is incorporated in Belgium and its main activity is building a network of fast charging stations in Belgium and selling electricity to EV drivers in Belgium.

Fastned Belgium BV is incorporated in Belgium and its main activity is building and operating fastcharging stations for electric vehicles, grants operating rights to third parties, and engages in design, manufacturing, trade, maintenance, and rental of charging infrastructure, including personnel administration and payroll management.”

6. In Section 10.8 titled “Acquisition by the Company of its own Shares or DRs” beginning on page 135 of the Registration Document, the following new paragraph shall be inserted after the paragraph ending with the sentence “*Votes may be cast on Shares held by the Company if the Shares are encumbered with a right of usufruct that benefits a party other than the Company or a subsidiary, the voting right attached to those Shares accrues to another party and the right of usufruct was established by a party other than the Company or a subsidiary before the Shares belonged to the Company or the subsidiary.*”:

“In connection with the TICO Financing entered into on 22 January 2026, shares in Fastned Stations Belgium BV and Fastned Stations Switzerland AG have been pledged as security. The security package

includes a single point of enforcement via the shares in TICO HoldCo as well as the option to enforce the shares in or on asset security granted by respectively the Fastned Stations Belgium BV and the Fastned Switzerland Stations AG. Subject to the occurrence of an event of default under the TICO Financing, voting rights attached to such pledged shares may be transferred to the lenders or their security agent in accordance with the terms of the TICO Financing.”