
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**POST-EFFECTIVE AMENDMENT NO. 1
TO
FORM S-8
REGISTRATION STATEMENT**
*Under
THE SECURITIES ACT OF 1933*

InterXion Holding N.V.
(Exact name of registrant as specified in its charter)

The Netherlands
(State or other jurisdiction of
incorporation or organization)

Not Applicable
(I.R.S. Employer
Identification No.)

Scorpius 30
2132 LR Hoofddorp
The Netherlands
(Address of Principal Executive Offices)

Not Applicable
(Zip Code)

InterXion Holding N.V. 2017 Executive Director Long Term Incentive Plan
InterXion Holding N.V. YourShare Plan
(Full title of the plan)

CT Corporation System
28 Liberty St., Floor 42
New York, NY 10005
United States
(Name and address of agent for service)

(212) 894-8940
(Telephone number, including area code, of agent for service)

Copy to:

Michael Ernemann
Latham & Watkins LLP
99 Bishopsgate
London EC2M 3XF
United Kingdom
+44.20.7710.5810

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

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any

new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 relates to the Registration Statement on [Form S-8](#) (File No. 333-218364) (the “Registration Statement”) of InterXion Holding N.V. (the “Registrant”), which was filed with the Securities and Exchange Commission on May 31, 2017. The Registration Statement registered 1,738,000 ordinary shares of the Registrant, €0.10 nominal value per share (the “Ordinary Shares”), in regards to which performance shares may be awarded pursuant to the InterXion Holding N.V. 2017 Executive Director Long Term Incentive Plan (the “2017 Plan”).

The purpose of this Post-Effective Amendment No. 1 is to add an additional plan to the Registration Statement, the InterXion Holding N.V. YourShare Plan (the “2019 Plan”), pursuant to which Ordinary Shares may be awarded. No additional securities are being registered hereby. The total amount of Ordinary Shares that may be awarded pursuant to the 2017 Plan and the 2019 Plan, jointly on a combined basis, will not exceed the 1,738,000 Ordinary Shares registered by the Registration Statement. Of the 1,738,000 Ordinary Shares registered by the Registration Statement, 1,423,608 Ordinary Shares remain available for awards as of the date hereof.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 8. Exhibits

The following are the exhibits required by Item 601 of Regulation S-K:

<u>Exhibit Number</u>	<u>Description</u>
4.1	InterXion Holding N.V. 2017 Executive Director Long Term Incentive Plan (incorporated by reference to Exhibit 4.1 to InterXion Holding N.V.'s Registration Statement on Form S-8 (File No. 333-218364) filed on May 31, 2017).
4.2	InterXion Holding N.V. YourShare Plan.
5.1	Opinion of Loyens & Loeff N.V.
23.1	Consent of Loyens & Loeff N.V. (included in Exhibit 5.1).

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Amsterdam, The Netherlands, on September 23, 2019.

INTERXION HOLDING N.V.

By /s/ David C. Ruberg
Name: David C. Ruberg
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ David C. Ruberg</u> David C. Ruberg	President, Chief Executive Officer, Vice-Chairman and Executive Director (Principal Executive Officer)	September 23, 2019
<u>/s/ John Doherty</u> John Doherty	Chief Financial Officer (Principal Financial and Accounting Officer)	September 23, 2019
<u>/s/ Jean F.H.P. Mandeville</u> Jean F.H.P. Mandeville	Chairman and Non-Executive Director	September 23, 2019
<u>/s/ Frank Esser</u> Frank Esser	Non-Executive Director	September 23, 2019
<u>/s/ Mark Heraghty</u> Mark Heraghty	Non-Executive Director	September 23, 2019
<u>/s/ David Lister</u> David Lister	Non-Executive Director	September 23, 2019
<u>/s/ Rob Ruijter</u> Rob Ruijter	Non-Executive Director	September 23, 2019
<u>/s/ Donald J. Puglisi</u> Donald J. Puglisi	Authorized Representative in the United States	September 23, 2019



**TERMS AND CONDITIONS
of the**

**INTERXION HOLDING N.V.
YOURSHARE PLAN**

Adopted on 21 September 2019

INTERXION HOLDING N.V. YOURSHARE PLAN – EFFECTIVE DATE: SEPTEMBER 21, 2019

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INTERXION HOLDING N.V. YOURSHARE PLAN – EFFECTIVE DATE: SEPTEMBER 21, 2019	2

I. PREAMBLE

- (A) The Interxion Group (as defined hereafter) operates in a rapidly growing industry that is highly competitive for talent. For the purposes of attracting and retaining the talent with the knowledge, skills and motivation the Interxion Group needs for its sustained performance and to offer its employees the opportunity to share in its success, the Company (as defined hereafter) wishes to operate this discretionary employee share distribution plan, whereby Shares (as defined hereafter) may be awarded to Participants (as defined hereafter) from time to time under the terms and conditions of this Plan (as defined hereafter);
- (B) This Plan has been adopted by the Board (as defined hereafter) on 21 September 2019 pursuant to the recommendation to that effect from the Compensation Committee (as defined hereafter) made on 18 September 2019.

II. GENERAL

Article 1 – Definitions

In the preamble and this Plan, the following definitions will apply unless explicitly expressed otherwise. Where the context so requires and admits, singular expressions shall include the plural and vice versa, and all references to the masculine gender shall include the feminine and vice versa. The headings in this Plan do not affect its interpretation.

- Article / Articles** : means (an) (the) article(s) set out in this Plan;
- Alternative Plans** : means any other employee equity based incentive plan operated by the Company or any Group Company, including but not limited to the Company's 2013 Amended International Equity Based Incentive Plan and the 2017 Executive Director Long-Term Incentive Plan.
- Award** : the award of (a number of) Shares under this Plan;
- Award Date** : the date on which an Award is made to a Participant, as specified in that Participant's Award Statement;
- Award Notice** : the notice delivered to the Eligible Employee to confirm that the Company has decided to make a Proposed Award to that Eligible Employee;
- Award Statement** : the statement providing the exact number of Shares awarded under the Award, as described in Article 6, made in accordance with this Plan;
- Award Value** : a monetary value of the shares to be awarded to an Eligible Employee;
- Board** : the board of directors of the Company (including the executive and non-executive directors) as constituted from time to time;

Board Member	: a member of the Board or of the board of directors of a Group Company;
Change of Control	: a transaction or a series of transactions or the conclusion of an agreement, which alone or taken together have the effect that as a result thereof a Person or group of Persons, not currently controlling the Company, obtains, directly or indirectly, (i) more than 50% of the voting interest in the Company, a Group Company, or (ii) the ability to appoint or elect more than 50% of the Management Board of the Company, or (iii) the ability to appoint or elect more than 50% of the management board of a Group Company;
CEO	: the chief executive officer of the Company;
Company	: InterXion Holding N.V., having its registered seat at Scorpius 30, 2132 LR, Hoofddorp, the Netherlands, registered with the Dutch Chamber of Commerce under registration number 33301892;
Company Articles	: the articles of association of the Company as amended from time to time;
Compensation Committee	: the committee as constituted from time to time by the Board that, amongst others, executes certain responsibilities of the Board relating to the review and approval of the Company's equity incentive plans and awards;
Eligible Employee	: has the meaning given thereto in Article 4.1 and does not include Board Members;
GDPR	: the EU General Data Protection Regulation 2016/679, as amended from time to time;
Group Company	: each company in which the Company directly or indirectly owns at least fifty per cent of the shares or other capital interest or which is controlled by the Company, a company that itself directly or indirectly owns at least fifty percent of the shares of the Company, or any other company as resolved by the Board. The expressions "Group" and "Group Company" shall be construed and interpreted in accordance with this definition;
Holding Period	: the period of one year, commencing on the Award Date and ending on the 1 st anniversary of the Award Date;
Insider Trading Policy	: the policy on insider trading applicable to (amongst others) Eligible Employees as adopted by the Board, as may be amended from time to time;
Interxion Group	: the Company and its Group Companies;

Net Settlement	: the settlement of Shares on the Release Date as described in Article 14.2(ii);
Participant	: An Eligible Employee to whom one or more Proposed Awards have been made and have been accepted under this Plan;
Personal Data	: has the meaning given thereto in Article 18;
Plan	: this InterXion Holding N.V. YourShare Plan, as adopted by the Board, as may be amended from time to time;
Proposed Award	: the proposed award of (a number of) Shares under this Plan with a value equal or nearly equal to the Award Value;
Release	: the issuance or transfer of Shares to the Securities Account, pursuant to which the Participant acquires the ownership and other rights attached to the relevant Shares, whereby “Released” shall be construed and interpreted accordingly;
Release Date	: the date on which the Release takes place;
Securities Account	: the securities account held by the Participant with the Share Plan Administrator for the purpose of this Plan;
Share	: an ordinary share issued in the capital of the Company, having a nominal value of EUR 0.10 (in words: ten Euro cents) or any other nominal value such share may have in the future, as specified in the Company’s articles of association from time to time;
Share Plan Administrator	: The share plan administrator retained by the Company to provide the administrative and operational assistance to maintain the Plan and facilitate the execution of the processes as described in the Plan;
Shareholder	: holder of legal title to one or more Shares;
Stock Exchange	: the regulated market operated by New York Stock Exchange LLC, in the United States of America, or, any other recognized stock exchange where Company Shares are admitted to trading;
Termination of Employment	: the date on which (i) the employment between the Participant and the Company or a Group Company ends or (ii) if earlier, the date the Participant’s duties are suspended under any notice or garden leave provision of any employment contract entered into between the Participant and the relevant Company or Group Company.

III. AWARDS

Article 2 Awards

- 2.1 The Company at its sole discretion may from time to time make Awards to Eligible Employees subject to the terms and conditions set forth in this Plan and in the relevant Award Statement as provided to the Participant.
- 2.2 The Compensation Committee at its sole discretion and upon a proposal from the CEO, will determine whether the Company will make Awards for a year, and if it so determined, then such approval will set forth any terms and conditions for such Awards, including an Award Value which may be granted to all Eligible Employees for that year, as well as the maximum number of Shares to be Released under the Awards to be made for the year but (1) consistent with the terms of the Plan and (2) within the limits of the authorization of the Company's general meeting, granted to the Board to issue Shares and to restrict or exclude pre-emption rights in respect of any issuance of Shares in relation to employee equity based incentive schemes.
- 2.3 The number of Shares awarded to a Participant is determined by dividing the Award Value by the closing share price on the Stock Exchange on the last trading day prior to the Award Date, rounded up to a whole number of Shares and using the foreign exchange rates applicable on the Award Date as determined at the sole discretion of the CEO.
- 2.5 No consideration shall be payable by the Participant for an Award.

Article 3 Discretionary powers of and interpretation by the CEO

3.1 Powers

On behalf of the Company, the Compensation Committee hereby delegates to the CEO the powers specifically enumerated to him in the Plan, including the right and the authority, at his own discretion, to:

- 3.1.1 determine the Eligible Employees who will receive Awards under the Plan; the Award Value such Eligible Employee will receive and to authorize any person to execute, on behalf of the Company, any instrument required to affect such Awards;
- 3.1.2 amend and rescind the rules and regulations of or relating to this Plan unless, with respect to any previous Awards made to a Participant and without obtaining such Participant's consent, such action would adversely materially affect the outstanding rights or position of the relevant Participant;
- 3.1.3 construe and interpret this Plan, any relevant Award Statement and any other agreement or document executed pursuant to this Plan;
- 3.1.4 make such determinations as are deemed necessary or desirable for the proper administration of this Plan; and
- 3.1.5 exercise any other powers and authority delegated to him by the Compensation Committee.

3.2 Interpretation

Subject to compliance with Article 3.1, the CEO's interpretation and construction of any provision of this Plan or of any Proposed Award or Award made under this Plan or of any Award Statement shall be final and binding on all persons claiming an interest in any Award made under this Plan. The CEO shall not be liable for any action or determination made in good faith with respect to this Plan.

Article 4 Eligibility

- 4.1 Eligible Employees are individuals who 1) on the Award Date are employed by the Interxion Group for a minimum of one year; 2) have not resigned or whose employment agreement has not been terminated by the Interxion Group on or prior to the Award Date; and 3) on the Award Date do not have unvested Shares or other forms of unvested equity in the Company pursuant to an Alternative Plan. The CEO, at his sole discretion will determine which Eligible Employees will receive Awards, if any. Board Members are excluded from eligibility.
- 4.2 Eligible Employees to whom a Proposed Award is made may become Participants, subject to their acceptance of the Proposed Award and the terms and conditions included in this Plan and the Award Statement.

Article 5 Available Shares

- 5.1 Awards to be granted under this Plan shall be awarded from the pool of 5,273,371 Shares available for award under this Plan and all other Alternative Plans. Taking into account the awards made under the Alternative Plans, approximately 1,025,000 Shares are available for Awards under this Plan as from the date of adoption of this Plan. The Company shall at all times keep available sufficient authorized and unissued Shares or shall procure that sufficient Shares are available for transfer to satisfy all Awards made under this Plan and all Alternative Plans.

Article 6 Award Process

- 6.1 If the CEO decides to make a Proposed Award to an Eligible Employee, the Eligible Employee will receive an Award Notice, outlining the Award Value and the Eligible Employee will have the option to accept or reject the Proposed Award.
- 6.2 If the Eligible Employee does not opt to accept the Proposed Award prior to the deadline for acceptance and in accordance with the process as stipulated in the Award Notice, the Proposed Award will be deemed to have been rejected by the Eligible Employee and the Award will not be granted under the Plan.
- 6.3 If the Eligible Employee accepts the Proposed Award, the Award shall following the Award Date be evidenced by an Award Statement specifying:
 - (i) That the Award is subject to the terms & conditions of the Plan;
 - (ii) the Award Date;
 - (iii) the Award Value;
 - (iv) the Number of Shares awarded; and
 - (v) the Holding Period.

Article 7 Shareholder's Rights

- 7.1 With due observance of the Holding Period as mentioned in Article 9.1, the Shares entitle the Participant to all share ownership rights as from the Release Date.

Article 8 Release of Shares

- 8.1 The Company shall Release the Shares to the Securities Account as soon as practicable following the Award Date and the Board shall adopt the relevant resolutions in this respect. No Shares shall be released prior to the Participant satisfying his or her tax withholding obligations under Article 14.1.
- 8.2 The Release is subject to the Insider Trading Policy and mandatory provisions regarding insider trading as well as any other information, guidance and/or regulations issued by the Company or relevant government or regulatory bodies applicable from time to time.
- 8.3 The Participant shall not be entitled to any compensation of damages insofar as such damages arise or may arise from a delayed Release under this Article 8.

Article 9 Holding Period

- 9.1 Unless Article 10.3 applies, the Shares shall during the Holding Period not be assignable or transferable, and cannot be sold, charged, pledged, encumbered or otherwise used for the purpose of creating security title or interest of whatever nature.
- 9.2 Upon termination of the Holding Period, the Participant has the option to continue to hold the Shares in the Securities Account or to transfer the Shares to a personal securities account in the name of the Participant, subject to Article 10.1.

Article 10 Termination of Employment

- 10.1 Upon Termination of Employment by the Participant or by the Company or any Group Company, the Participant is required to comply with the requirements of the Share Plan Administrator to open his/her personal securities account and transfer the Shares to such personal securities account in the name of the Participant within thirty (30) days after the Termination of Employment. Any costs related to the opening of a personal account are for the Participant. Shares that are still in their Holding Period will remain in the Securities Account, but must be transferred by the Participant to his or her personal securities account within thirty (30) days after the end of the Holding Period.
- 10.2 Termination of Employment other than for reason of death, shall not have any impact on the Holding Period, nor on any of the other applicable terms and conditions, which will all continue to remain in force and effect.
- 10.3 In the event of the Participant's death during the Holding Period, the Shares held by that Participant shall no longer be subject to the Holding Period and shall be transferable to the personal securities account of the Participant's beneficiaries in accordance with the Participant's last will and testament or by the applicable laws of descent and distribution.

IV. ADDITIONAL PROVISIONS AND SPECIAL CIRCUMSTANCES

Article 11 Restrictions attached to Awards

- 11.1 A Participant shall have no rights as a holder of Shares until the date on which such Shares are Released to the Participant. No adjustments and exceptions shall be made in connection with dividends (ordinary or extra-ordinary or whether in currency, securities, or other property), distributions or other rights accruing to holders of Shares prior to the Release Date.
- 11.2 Each Award Statement shall contain such other provisions as are deemed desirable by the CEO provided that any provisions which deviate from this Plan shall require the prior approval of the Compensation Committee.

Article 12 Corporate reorganization

- 12.1 Notwithstanding any other provision of this Plan (but subject to the prior written approval of the Compensation Committee and any other shareholder approval required pursuant to the Company's Articles, agreements binding on the Company and applicable legislation), the CEO shall be allowed (but for the avoidance of doubt, not obliged) to make adjustments to the class and number of Shares to which this Plan applies, and/or any other aspect of this Plan in each case to prevent dilution or appreciation of the rights of Participants in connection with any increase or reduction of Shares which were issued without the Company receiving adequate consideration in exchange, such as (but not limited to) the payment of a dividend on the Shares, a share split, a reverse share split, a re-capitalization, a combination, or reclassification or any other similar event.
- 12.2 Notwithstanding any other provision of this Plan (but subject to the prior written approval of the Compensation Committee and any other approval required pursuant to the Company's articles of association, agreements binding on the Company and applicable legislation), upon the Company's dissolution, liquidation, sale of all or substantially all of its assets, merger, split, consolidation, the occurrence of a similar event relating to the Company or in the event of a Change of Control or share-for-share exchange, the CEO shall have the power to cancel on a cash-out basis any or all of the outstanding accepted Proposed Awards and Awards immediately prior to such event.
- 12.3 Proposed Awards and Awards pursuant to this Plan shall not in any way affect the rights or power of the Company to affect any capital or corporate reorganization.

Article 13 Amendment or termination of the Plan

Subject to the prior approval of the Compensation Committee and any other shareholder approval or approval from another corporate body or other requirement pursuant to the Company's Articles, agreements binding on the Company and applicable legislation, the CEO may, at his discretion, unilaterally revise, amend, suspend or terminate this Plan in whole or in part including, without limitation, the adoption of any amendment deemed necessary or desirable to have the Awards comply with and be aligned to the rules and regulations imposed on the Company by the Stock Exchange and to correct any inconsistency, defect or omission in the Plan or in any Awards granted pursuant to this Plan.

Article 14 Costs, tax and social security

- 14.1 Any personal taxes that result from participation in this Plan and the Award Statement or from any amendment to the terms and conditions of the Plan and the Award Statement shall be borne entirely by the Participant. Personal taxes may include, but are not limited to, levies such as wage tax, income tax, net wealth tax, capital gains tax, share transfer tax, the employee part of employee social security and social insurance including any mandatory health insurance contributions.
- 14.2 Subject to the provisions of the Plan, the Participant may meet his obligations under Article 14.1 as follows:
- (i) the Participant may permit the Company or the employing Group Company as the case to retain from the Participant's net salary or variable compensation in the month the award is made, an amount equal to such liability; or
 - (ii) the Participant may direct the Company to withhold from the Shares that otherwise would be Released, as provided by Article 8.1, the number of Shares having a value sufficient to cover for the full or nearly full amount required to satisfy the withholding taxes and/or employee social security levies due by the Participant ('*Net Settlement*'). If the underlying amount of the Net Settlement is not sufficient to cover for the full amount of withholding taxes and/or employee social security levies due by the Participant, the remainder of this amount shall be recovered from the Participant's net salary or variable compensation in the month the award is made, to the extent permitted by law.
- 14.3 For the avoidance of doubt, the provisions of Article 14.2 shall apply to a Participant's liabilities that may arise under or in connection with the Plan and the Award, whether on the Award Date and/or Release Date of Shares, irrespective of whether in more than one jurisdiction.
- 14.4 Nothing contained in Article 14.3 shall permit the Company to make any extension of credit prohibited by Section 402 of the US Sarbanes Oxley Act.

Article 15 Rights in relation to the Participant's employment relationship

- 15.1 This Plan does not form part of the employment agreement entered into with a Participant and the Company or the relevant Group Company and does not entitle the relevant Participant in any way to become or remain employed by the Company or such relevant Group Company. The rights and obligations arising from the employment relationship between the Participant and the Company or the relevant Group Company are separate from, and are not affected by, the Plan or any Proposed Awards and Awards made.
- 15.2 The grant of an Award does not create any right to, or expectation of, continued employment of the Participant by the Company or the relevant Group Company.
- 15.3 The rights accruing to the Participant pursuant to this Plan shall not be taken into account for the purpose of determining the Participant's contribution or entitlement to benefits under any pension arrangement or for the purpose of determining any compensation that may be due to a Participant upon termination of his employment or otherwise.
- 15.4 This Plan shall not at any time affect the rights of the Company or a relevant Group Company to terminate such Participant's employment with the Company or the relevant Group Company.

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- 15.5 Award grants made pursuant to this Plan do not create any right to, or expectation of, any further grant of an Award pursuant to this Plan or from participating in any other incentive plan operated by the Interxion Group. Any Award grants and/or application of this Plan is at the absolute discretion of the CEO and/or the Compensation Committee and shall never give rise to any acquired right(s) in the broadest sense of the word for any Participant or Eligible Employee.

Article 16 Notices

- 16.1 Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Plan and each relevant Award Statement must be in writing, in English and will be deemed to have been delivered:
- 16.1.1 upon receipt, when delivered personally;
 - 16.1.2 upon receipt, when sent by electronic transmission, provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party; or
 - 16.1.3 five business days after deposit with an internationally recognized delivery service, in each case properly addressed to the party to receive the same at the addresses set out in each relevant Award Statement or such other addresses as communicated in the manner set out above to the other party from time to time.

Article 17 Costs

- 17.1 During the period that the employment relationship with the Company or a Group Company exists, the costs relating to the introduction, operation and administration of the Plan, including the issue and/or acquisition of Shares by the Company to meet its obligations under the Plan, and including for the avoidance of doubt custody fees, shall be borne by the Company and can be recharged to the Company or Group Company where the Participant provides services.
- 17.2 The Participant shall at all times be responsible for and bear the brokerage transaction fees and commissions due in relation to the eventual sale or transfer of Shares.

Article 18 Data Protection

- 18.1 In order to execute this Plan in compliance with applicable laws and regulations, it is necessary and required to process and transfer all relevant data in the context of the administration of this Plan. In this respect the Participant understands that, in the context of this Plan, his employer, the Company and its subsidiaries, as applicable, hold certain personal information about the Participant regarding his employment, the nature and amount of the Participant's compensation and the fact and conditions of the Participant's participation in the Plan, including the following information or data of the Participant: Participant's name, home address, telephone number and e-mail address, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares held in the Company, details of all awards and shares in the Participant's favor (hereafter: the Personal Data). The Company will respect and comply with applicable data protection laws. The Participant hereby fully consents to the collection, use and transfer, in electronic or other form, within the Company of all Personal Data in the context of the administration of this Plan, both in and outside the Netherlands. Such consent will also be included in the online acceptance procedure, which shall be signed by the Participant for acceptance.

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- 18.2 The Eligible Employee will be requested during the online acceptance procedure to consent to the processing, collection, recording, organizing, storing and adapting of Personal Data by the Company, third party administrators and advisers, and any other third parties as appointed by the Company involved in the operation and administration of this Plan, but for that purpose only. This may also include transferring such information to countries or territories that fall outside of the European Economic Area and which may not provide the same level of data protection as the European Economic Area or the Eligible Employee's home country. The Participant acknowledges that this may restrict the Participant's rights.
- 18.3 Where Personal Data are sent to third parties (third party administrators and advisers, and any other third parties) sufficient guarantees will be imposed on such third parties contractually binding them to meet the requirements of the GDPR and ensure the protection of the rights of the data subjects. The Participant has the right to request a list with the names and addresses of any potential recipient of the Personal Data by contacting the relevant local HR representative or appointed service coordinator.
- 18.4 The Participant understands that the Personal Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. The Participant has the right to access and/or correct Personal Data by himself and, if and when necessary, by contacting the relevant local HR representative or appointed service coordinator. The Participant understands that it has the right to request additional information about the storage and processing of the Personal Data, require any necessary amendments to the Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Participant's relevant local HR representative or appointed service coordinator. The Participant understands, however, that refusing or withdrawing his consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, the Participant understands that the Participant may contact his local HR representative or appointed service coordinator.
- 18.5 The Company has the obligation to take adequate security measures, technical and organizational, to protect the data against loss or unlawful processing. These measures should take into account the state of the art and the costs of the implementation and execution of the measures, as well as ensure an adequate level of protection taking into account the risks involved in the processing and the nature of the Personal Data to be secured.

Article 19 Conflict with Award Statements

In case of a conflict between the provisions of an Award Statement and this Plan, the provisions of the Award Statement shall prevail. Any conflicting or inconsistent term of this Plan shall be interpreted and implemented by the CEO in a manner consistent with the Award Statement.

Article 20 Insider Trading

The Insider Trading Policy may limit the possibility to make Proposed Awards and Awards, transfer or dispose of Shares and other possible transactions with securities. Prior to any sale or transfer of Shares, each Participant shall ensure that he/she has reviewed the Insider Trading Policy as it applies at that time and ensure that you each Participant acts in compliance with the Insider Trading Policy.

Article 21 Governing law and jurisdiction

21.1 This Plan shall be governed by and shall be construed in accordance with the laws of the Netherlands.

21.2 The Company, Group Companies and the Participants irrevocably submit, in respect of any suit, action or proceeding related to the interpretation or enforcement of this Plan, to the exclusive jurisdiction of the courts of Amsterdam.



POSTAL ADDRESS P.O. Box 71170
1008 BD AMSTERDAM
The Netherlands
OFFICE ADDRESS Fred. Roeskestraat 100
1076 ED AMSTERDAM
The Netherlands
INTERNET www.loyensloeff.com

To:
InterXion Holding N.V.
Scorpius 30
2132 LR HOOFDORP
The Netherlands

RE **Dutch law legal opinion – YourShare Plan InterXion Holding N.V.**

REFERENCE 31238436

Amsterdam, 23 September 2019

1 INTRODUCTION

We have acted as special counsel on certain matters of Dutch law to the Company, in connection with, among others things, the preparation, and filing with the SEC, of the Amendment.

2 DEFINITIONS

2.1 Capitalised terms used but not (otherwise) defined herein are used as defined in the Schedules to this opinion letter.

2.2 In this opinion letter:

Board means the board of managing directors of the Company.

Company means InterXion Holding N.V., registered with the Trade Register under number 33301892.

Execution Date means any date on which a Deed of Issuance has been executed.

Resolutions means the Board Resolution and the Shareholders' Resolution.

SEC means the United States Securities and Exchange Commission.

Securities Act means the United States of America's Securities Act of 1933, as amended from time to time.

The public limited company Loyens & Loeff N.V. is established in Rotterdam and is registered with the Trade Register of the Chamber of Commerce and Industry under number 24370566. Solely Loyens & Loeff N.V. shall operate as contracting agent. All its services shall be governed by its General Terms and Conditions, including, inter alia, a limitation of liability and a nomination of competent jurisdiction. These General Terms and Conditions have been printed on the reverse side of this page and may also be consulted via www.loyensloeff.com. The conditions were deposited with the Registry of the Rotterdam District Court on 1 July 2009 under number 43/2009.

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Shares means 1,423,608 ordinary shares, with a nominal value of EUR 0.10 each, in the capital of the Company that will be available for issuance by the Company pursuant to the Plan in accordance with the terms as referred to in the Amendment.

Trade Register means the trade register of the Chamber of Commerce in the Netherlands.

3 SCOPE OF INQUIRY

3.1 For the purpose of rendering this opinion letter, we have only examined and relied upon electronically transmitted copies of the following documents (the **Reviewed Documents**):

- (a) an excerpt of the registration of the Company in the Trade Register dated 6 June 2019 (**Excerpt I**);
- (b) an excerpt of the registration of the Company in the Trade Register dated 18 September 2019 (**Excerpt II**);
- (c) the deed of incorporation, including the articles of association (*statuten*) of the Company dated 6 April 1998;
- (d) the deed of conversion (*akte van omzetting*) and amendment to the articles of association (*wijziging statuten*) of the Company dated 11 January 2000;
- (e) the articles of association (*statuten*) of the Company dated 20 January 2012 (the **Articles**);
- (f) the resolution of the Board dated 21 September 2019 to approve the Plan (the **Board Resolution**);
- (g) the resolution of the general meeting of the Company dated 28 June 2019 (the **Shareholders' Resolution**);
- (h) the terms and conditions of the InterXion Holding N.V. YourShare Plan, adopted by the board of the Company on 21 September 2019 (the **Plan**);
- (i) a draft deed of issuance and transfer of shares relating to the issuance of the (relevant part of) the Shares dated 10 September 2017 (a **Deed of Issuance**); and
- (j) the Post-Effective Amendment No. 1 to the Registration Statement on Form S-8 relating to the Shares dated 23 September 2019 filed by the Company with the SEC under the Securities Act (the **Amendment**).

- 3.2 We have undertaken only the following searches and inquiries (the **Checks**) at the date of this opinion letter:
- (a) an inquiry by telephone at the Trade Register, confirming that no changes were registered after the date of Excerpt II;
 - (b) an online inquiry on the relevant website (www.rechtspraak.nl) of the EU Registrations with the Central Insolvency Register (*Centraal Insolventie Register*) confirming that the Company is not listed on the EU Registrations with the Central Insolvency Register; and
 - (c) an online inquiry on the relevant website (<http://eur-lex.europa.eu/>) of the list referred to in article 2 (3) of Council regulation (EC) No 2580/2001, Annex I of Council regulation (EC) No 881/2002 and the Annex to Council Common Position 2001/931 relating to measures to combat terrorism, all as amended from time to time, confirming that the Company is not listed on such annexes.
- 3.3 We have not reviewed any documents incorporated by reference or referred to in the Reviewed Documents (unless included as a Reviewed Document) and therefore our opinions do not extend to such documents.

4 NATURE OF OPINION

- 4.1 We only express an opinion on matters of Dutch law and the law of the European Union, to the extent directly applicable in the Netherlands, in force on the date of this opinion letter, excluding unpublished case law, all as interpreted by Dutch courts and the European Court of Justice. We do not express an opinion on tax law, competition law, sanction laws and financial assistance. The terms “the Netherlands” and “Dutch” in this opinion letter refer solely to the European part of the Kingdom of the Netherlands.
- 4.2 Our opinion is strictly limited to the matters stated herein. We do not express any opinion on matters of fact, on the commercial and other non-legal aspects of the transactions contemplated by the Deed of Issuance and on any representations, warranties or other information included in the Deed of Issuance and any other document examined in connection with this opinion letter, except as expressly stated in this opinion letter.
- 4.3 In this opinion letter Dutch legal concepts are sometimes expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to the concepts described by the same English term as they exist under the laws of other jurisdictions. For the purpose of tax law a term may have a different meaning than for the purpose of other areas of Dutch law.
- 4.4 This opinion letter may only be relied upon under the express condition that any issue of interpretation or liability arising hereunder will be governed by Dutch law and be brought exclusively before the competent court in Rotterdam, the Netherlands.
- 4.5 This opinion letter is issued by Loyens & Loeff N.V. and may only be relied upon under the express condition that any liability of Loyens & Loeff N.V. is limited to the amount paid out under its professional liability insurance policies. Individuals or legal entities that are involved in the services provided by or on behalf of Loyens & Loeff N.V. cannot be held liable in any manner whatsoever.

5 OPINIONS

The opinions expressed in this paragraph 5 (Opinions) should be read in conjunction with the assumptions set out in Schedule 1 (Assumptions) and the qualifications set out in Schedule 2 (Qualifications). On the basis of these assumptions and subject to these qualifications and any factual matters or information not disclosed to us in the course of our investigation, we are of the opinion that as at the date of this opinion letter:

5.1 Share capital

The issuance of the Shares has been duly authorised and, when issued pursuant to a validly executed Deed of Issuance and fully paid in accordance with such Deed of Issuance, the relevant Shares issued pursuant to such Deed of Issuance will be validly issued, fully paid, validly outstanding and non-assessable.

6 ADDRESSEES

- 6.1 This opinion letter is addressed to you in relation to and as an exhibit to the Amendment and may not be disclosed to and relied upon by any other person without our prior written consent other than as an exhibit to the Amendment. This opinion letter is not to be used or relied upon for any purpose other than in connection with the filing of the Amendment.
- 6.2 We hereby consent to the filing of this opinion letter as an exhibit to the Amendment. In giving the consent set out in the previous sentence, we do not thereby admit or imply that we are in the category of persons whose consent is required under Section 7 of the Securities Act or any rules and regulations of the SEC promulgated thereunder.

Yours faithfully,
Loyens & Loeff N.V.

Schedule 1

ASSUMPTIONS

The opinions in this opinion letter are subject to the following assumptions:

1 Documents

- 1.1 All signatures are genuine, all original documents are authentic and all copies are complete and conform to the originals.
- 1.2 The information recorded in Excerpt I was true, accurate and complete on the date of the Shareholders' Resolution.
- 1.3 The information (save for any issuances pursuant to a Deed of Issuance) recorded in Excerpt II is true, accurate and complete on the date of the Board Resolution and of this opinion letter (although not constituting conclusive evidence thereof, this assumption is supported by the Checks) and will be true, accurate and complete on the Execution Date.
- 1.4 Each Deed of Issuance will be validly executed on the Execution Date substantially in the form of the draft as referred to under paragraph 3.1(i) above and will not be amended, supplemented, terminated, rescinded, nullified or declared void thereafter.
- 1.5 The Amendment has been filed with the SEC and declared effective pursuant to the Securities Act.

2 Incorporation, existence and corporate power

- 2.1 The Company has been duly incorporated as a *besloten vennootschap met beperkte aansprakelijkheid* (private limited liability company) and is, and shall on the Execution Date be, validly existing as a *naamloze vennootschap* (public limited liability company) under Dutch law.
- 2.2 The Company has not been, and on the Execution Date shall not have been, dissolved, merged involving the Company as disappearing entity, demerged, converted, subjected to an intervention, recovery or resolution measure, granted a suspension of payments, declared bankrupt or subjected to any other insolvency proceedings listed in Annex A of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), listed on the list referred to in article 2 (3) of Council Regulation (EC) No 2580/2001 of 27 December 2001, listed in Annex I to Council Regulation (EC) No 881/2002 of 27 May 2002 or listed and marked with an asterisk in the Annex to Council Common Position 2001/931 of 27 December 2001 relating to measures to combat terrorism, as amended from time to time (although not constituting conclusive evidence thereof, this assumption is supported by the contents of Excerpt II and the Checks).

2.3 The Articles are the articles of association (*statuten*) of the Company in force on the date of this opinion letter (although not constituting conclusive evidence thereof, this assumption is supported by the contents of Excerpt II) and the Articles will be the articles of association (*statuten*) of the Company in force on the Execution Date.

2.4 On the Execution Date, any statement and confirmation set out in a Deed of Issuance is true and correct.

3 Corporate authorisations

3.1 The Resolutions (a) correctly reflect the resolutions made by the relevant corporate body of the Company in respect of the transactions contemplated by the Deed of Issuance, (b) have been made with due observance of the Articles and any applicable by-laws and (c) are in full force and effect.

3.2 The consent, approval or authorisation of any person and any other step or formality which is required in relation to the execution of a Deed of Issuance and the performance and observance of the terms thereof by the parties, as listed in the Deed of Issuance, has been obtained or taken at or prior to the Execution Date.

3.3 The Company has not and will not have established, has not and will not have been requested to establish, nor is or will be in the process of establishing any works council (*ondernemingsraad*) and there is and will be no works council, which has jurisdiction over the transactions contemplated by the Deed of Issuance.

3.4 Prior to each offering and issuance of any Shares under the Plan, all required resolutions to issue such Shares and the exclusion of any pre-emptive right in relation to the issuance of such Shares (as applicable) will have been (i) duly adopted and validly passed in accordance with the Articles and the Company's management by-laws and (ii) have not been and will not be amended, nullified, revoked, or declared null and void and any conditions and limitations therein have been complied with.

4 Other parties

4.1 Each party to a Deed of Issuance, other than the Company, is validly existing under the laws by which it is purported to be governed.

4.2 Each party to a Deed of Issuance, other than the Company, has all requisite power or capacity (corporate and otherwise) to execute and to perform its obligations under a Deed of Issuance and each Deed of Issuance has been duly authorised by or on behalf of the parties thereto, other than the Company.

5 Validity

Under any applicable laws (other than Dutch law):

- (d) a Deed of Issuance will, when executed, constitute the legal, valid and binding obligations of the parties thereto, and are enforceable against those parties in accordance with their terms; and
- (e) the choice of law and submission to jurisdiction made in a Deed of Issuance will, when executed, be valid and binding.

6 Share capital

- 6.1 On the Execution Date, the authorised share capital of the Company allows for the issuance of the relevant number of Shares pursuant to the relevant Deed of Issuance.
- 6.2 The Shares will be paid up in accordance with the terms of the relevant Deeds of Issuance and no fractional Shares will be issued.

Schedule 2

QUALIFICATIONS

The opinions in this opinion letter are subject to the following qualifications:

1 Insolvency

The opinions expressed herein may be affected or limited by the provisions of any applicable bankruptcy, suspension of payments, any intervention, recovery or resolution measure, other insolvency proceedings and fraudulent conveyance (*actio Pauliana*) and other laws of general application now or hereafter in effect, relating to or affecting the enforcement or protection of creditors' rights.

2 Enforceability

2.1 The opinions expressed herein, with respect to a Deed of Issuance, may be affected by the availability of general defences under Dutch law such as the principles of reasonableness and fairness, modification on grounds of unforeseen circumstances, duress, deceit, mistake, undue influence and, if and to the extent not validly waived, force majeure, the right to suspend performance as long as the other party is in default in respect of its obligations, the right to set-off and the right to dissolve a transaction upon default by the other party.

2.2 A Dutch legal entity may invoke the nullity of a transaction if the transaction does not fall within the objects of such legal entity and the other parties to the transaction knew, or without independent investigation, should have known, that such objects were exceeded. In determining whether a transaction falls within the objects of a legal entity all relevant circumstances should be taken into account, including the wording of the objects clause of the articles of association and the level of (direct or indirect) benefit derived by the legal entity.

3 Non-assessable

Non-assessable has no equivalent legal term under Dutch law, but is interpreted to express that the shareholders cannot be required to make any further payments on their fully paid-up Shares.