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

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of January 2021

Commission File Number: 001-36515

Materialise NV

Technologielaan 15
3001 Leuven
Belgium
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

This Form 6-K (other than Exhibit 99.1 hereto) is incorporated by reference into the registrant's Registration Statement on Form F-3 (File No. 333-213649).

Results of EGM and Approval of Ailanthus Merger

On January 4, 2021, Materialise NV (the "Company" or "Materialise") announced the results of its previously announced extraordinary general shareholders' meeting, ("EGM"), which was held on December 31, 2020.

This meeting was held at the request of Ailanthus NV (a company that was fully owned by Wilfried Vancraen and Hilde Ingelaere, hereafter "Ailanthus"), of Wilfried Vancraen and of Hilde Ingelaere. The purpose of the meeting was to decide on the previously announced merger between Ailanthus and Materialise (the "Merger"). At the meeting, the shareholders of the Company decided to approve the Merger.

Attached as Exhibit 99.1 hereto is a copy of the Company's press release announcing the EGM results.

Merger Deed

Following shareholder approval, the Merger was consummated on December 31, 2020 pursuant to a merger deed (the "Merger Deed"). In connection with the Merger, Materialise acquired 13,428,688 existing ordinary shares of Materialise held by Ailanthus, which shares Materialise annulled immediately following the Merger, and Materialise issued to Wilfried Vancraen and Hilde Ingelaere, in their capacity as shareholders of Ailanthus (the "Ailanthus shareholders"), 13,428,688 new ordinary shares of Materialise (the "New Shares").

Indemnification Agreement

In connection with and prior to the Merger, Materialise entered into an indemnification agreement (the "Indemnification Agreement") with Ailanthus and with Wilfried Vancraen, Hilde Ingelaere and Lunebeke NV, a company owned by Wilfried Vancraen and Hilde Ingelaere (collectively, the "indemnifying parties"). Pursuant to the Indemnification Agreement, among other things, the indemnifying parties agreed to reimburse Materialise for: (i) costs incurred by Materialise in connection with the Merger, (ii) possible liabilities of Materialise as a result of the Merger, and (ii) possible negative tax consequences, if any, for certain of Materialise's shareholders. The obligation to reimburse Materialise shareholders applies to shareholders who were shareholders prior to April 30, 2021 ("qualifying shareholders").

The term of the Indemnification Agreement expires on December 31, 2030. However, Materialise and any qualifying shareholders have the right to make claims against the indemnifying parties for a period of 10 years following the occurrence giving rise to the claim.

Letter Agreement

In addition, in connection with the Merger, the Company entered into a letter agreement (the "Letter Agreement"), dated December 31, 2020, with the Ailanthus shareholders pursuant to which, among other things, the Company granted certain demand and "piggyback" registration rights to the Ailanthus shareholders in respect of the New Shares.

The foregoing descriptions of the Merger Deed, the Indemnification Agreement and the Letter Agreement are not complete and are qualified in their entirety by the Merger Deed, the Indemnification Agreement and the Letter Agreement, which are attached hereto as Exhibits 2.1, 10.1 and 10.2, respectively, and are incorporated herein by reference.

Exhibit	Description
2.1	Merger Deed (unofficial English translation)
10.1	Indemnification Agreement, among the Company, Ailanthus and with Wilfried Vancraen, Hilde Ingelaere and Lunebeke NV, a company owned by Wilfried Vancraen and Hilde Ingelaere (unofficial English translation)
10.2	Letter Agreement Regarding Share Issuance and Registration Rights, dated December 31, 2020, among the Company, Wilfried Vancraen and Hilde Ingelaere
99.1	Press Release dated January 4, 2020

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

MATERIALISE NV

By: /s/ Wilfried Vancraen
Name: Wilfried Vancraen
Title: Chief Executive Officer

Date: January 4, 2021

NOTARISKANTOOR

SR/2200523-1 **V26607** **Annexes: 3** **Rep.:**

EXTRAORDINARY GENERAL MEETING

The year two thousand twenty.
On thirty one December.
In Ghent, Kortrijksesteenweg 1147, at the offices.
Before us, Stijn RAES, notary public in Ghent, second canton.

IS HELD:

the extraordinary general meeting of the limited liability company “MATERIALISE”, with address at Heverlee (B-3001 Leuven), Technologielaan 15, with company number VAT BE0441.131.254 RPR Leuven.

Company established in accordance with the notarial deed executed before notary Luc Weyts, then in Mechelen, on 28 June 1990, of which an extract was published in the Annexes to the Belgian Official Gazette of 1 August, under number 900801-272.

Of which the articles of association have been amended several times and most recently by (rectificatory) deed executed before the undersigned notary public Stijn Raes, in Ghent, on 27 November 2020, of which an extract was published in the Annexes to the Belgian Official Gazette of 1 December, under number 20358057.

BUREAU

The meeting is opened at 11:01 AM.

Under the chairmanship of Mr. CHANTILLON Vincent, born in Leuven, on September 21, 1993 (national register number 93.09.21-381.35), residing in Sint-Pieters-Woluwe (B-1150 Brussel), Bemelstraat 28/9.

In view of the current circumstances, no bureau will be established.

COMPOSITION OF THE MEETING – ATTENDANCE LIST

The shareholders on the attendance list that will remain attached to this document are present or represented.

This attendance list mentions:

- the identity of the security holders (shareholders / holders of subscription rights) that are present or represented at the meeting,
- the domicile or registered office of the shareholders concerned,
- if applicable, the identity of the proxy of the shareholders concerned, and
- the number of shares with which such shareholders participate to the vote (if applicable) through their proxy.

The attendance list also included which directors and holders of subscription rights are present at the meeting and whether the statutory auditor is present.

The written powers of attorney, duly signed and received on time, remain in the company's file.

Subsequently, the attendance list is provided by me, notary, with the word "annex" and closed by the signature of the chairman of the meeting and the undersigned notary.

PRESENTATION OF THE CHAIRMAN

The chairman informs the notary and requests the notary to note the following:

I. This meeting has the following agenda:

Acknowledgement and discussion of (1) the joint merger proposal drawn up by the board of directors in accordance with article 12:24 of the Belgian Code of Companies and Associations and (2) the reports by (i) the board of directors on the one hand and (ii) the statutory auditor or auditor on the other hand of the companies involved in the merger on the proposed merger, as required by articles 12:25 and 12:26 of the Belgian Code of Companies and Associations.

The shareholders of the company had the right, no later than one (1) month prior to this meeting, to inspect this merger proposal and these reports at the registered office of the company and to obtain them free of charge. Moreover, these documents were made available free of charge on the company's website for an uninterrupted period of one month prior to the date of the present general meeting.

I. Decision to merge, in accordance with the aforementioned merger proposal, by absorption of the limited liability company "AILANTHUS", with its registered office at Huldenberg (B-3040 Huldenberg), Jan Van der Vorstlaan 19, with company number 0461.745. 338 RPR Leuven ("company being absorbed"), by way of transfer under universal title, whereby all assets and liabilities, both rights and obligations, resulting from the dissolution without liquidation are transferred to the limited liability company "MATERIALISE", with registered office at Heverlee (B-3001 Leuven), Technologielaan 15, with company number 0441.131.254 RPR Leuven ("absorbing company").

II. Capital increase pursuant to the merger in the amount of one million eight hundred and sixty-two thousand three hundred and twenty-eight euro and fifty-five cents (EUR 1,862,328.55), in order to increase the share capital from four million ninety six thousand four hundred eighteen euro seventy two cents (4,096,418.72 EUR) to five million nine hundred fifty eight thousand seven hundred forty seven euro twenty seven cents (5,958,747.27 EUR), by creating a total of thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) new shares, without designation of nominal value, of the same nature and which will enjoy the same rights and benefits as the existing ones.

III. Approval of the granting of new shares.

IV. Destruction of own shares acquired as a result of the transfer under general title of the assets and liabilities of the company being absorbed, with simultaneous reduction of the equity of the absorbing company (including the share capital) by the amount of the book value the shares had in the company being absorbed.

V. Decision not to continue the business of the company being absorbed and to keep the object of the absorbing company unchanged.

VI. Establishment of the realization of the merger.

Proposed resolution:

I. DECISION TO MERGE IN ACCORDANCE WITH THE AFOREMENTIONED MERGER PROPOSAL

1. Merger by acquisition of the company being absorbed—Transfer of assets and liabilities

The meeting approves the merger proposal as drawn up on November 16, 2020 by the boards of directors of the company being absorbed and the absorbing company and which has been filed and published as aforementioned, in accordance with article 12:24, in fine of the Belgian Code of Companies and Associations.

The meeting approves the transaction by which the absorbing company acquires, by way of merger, the company being absorbed.

As a result of this transaction, all the assets and liabilities of the company being absorbed are transferred, without exception or reservation, to the absorbing company.

The assets and liabilities of the company being absorbed comprise all assets and liabilities, all of which will, without exception and without reservation, be transferred under universal title to the absorbing company, as they appear from the statement of assets and liabilities of the company being absorbed as of today's date, after completion of a prior partial demerger of the company being absorbed and as specified in more detail in the aforementioned reports.

2. Remuneration—allocation of new shares—exchange ratio

The exchange ratio of the shares will be determined as follows: thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) fully paid-up new shares in the absorbing company will be allocated to the shareholders of the company being absorbed, i.e. rounded up to two hundred and thirty-six comma twenty-six (230.26) new shares for one (1) share in the company being absorbed (without any cash payment).

Thus, a total of thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) fully paid-up new registered shares will be issued to the shareholders of the company being absorbed. For the calculation of the exchange ratio to determine the number of new shares to be issued, reference is made to the aforementioned reports of the board of directors on the one hand and the appointed auditor or statutory auditor on the other hand.

These new shares will be distributed to the shareholders of the company being absorbed in the aforementioned proportions.

3. Method of distribution

The meeting decides that the new shares to be issued to the shareholders in the context of the proposed merger will be issued on the date of today and in accordance with the exchange ratio described in the aforementioned reports.

All new shares will be registered shares without par value and will represent an equal part of the share capital as all other existing shares.

Immediately after the execution of the merger deed, the board of directors of the acquiring company shall record the following information in the share register: the identity of the shareholders of the company being absorbed; the number of shares allocated to the shareholders of the company being absorbed; the date of the merger resolution.

This registration shall be signed by the board of directors of the absorbing company and by the shareholders of the company to be absorbed or their proxy holder.

4. Participation in the profits and special rights regarding profit sharing

The newly issued shares will be entitled to participate in the profits (regardless of whether these profits were accrued before or after the intended transaction) as of their issuance.

The newly issued shares are of the same nature and confer the same rights as the existing shares of the absorbing company.

5. Accounting date

All transactions of the company being absorbed are, as of (and including) today, deemed to have been carried out for accounting and tax purposes on behalf of the absorbing company.

6. Legal date

This merger by absorption will legally take effect on the date of the current general meeting, i.e. December 31, 2020.

7. Preferential shares or securities

There are no preferential shares or securities in the company to be absorbed to which special rights have been granted.

8. Remuneration (statutory) auditor, auditor

The remuneration of the statutory auditor of the absorbing company for the preparation of the report to be drawn up by him in accordance with article 12:26 of the Belgian Code of Companies and Associations will be approximately twenty thousand euros (20,000.00 EUR).

The remuneration of the auditor appointed by the board of directors of the company being absorbed for the preparation of the report to be drawn up by her in accordance with Article 12:26 of the Belgian Code of Companies and Associations will be approximately two thousand four hundred euros (2,400.00 EUR).

9. Special benefits for directors

No special benefits are granted to the members of the boards of directors of the merging companies.

10. Transfer of ownership

The meeting approves the transfer of ownership of the assets and liabilities of the company being absorbed.

The assets and liabilities of the company being absorbed include all assets and liabilities, all of which, without exception and without reservation, will be transferred under general title to the absorbing company as they appear from the statement of assets and liabilities of the company being absorbed as of today's date, after completion of a prior partial demerger of the company being absorbed and as detailed in the aforementioned reports.

11. Real estate

The company being absorbed has declared not to be the owner/ holder of real estate/rights in rem.

12. Other elements of the acquired assets and liabilities

After the preceding partial demerger, the company being absorbed will have no other activity except holding the participation in the acquiring company.

II. CAPITAL INCREASE FOLLOWING MERGER

The meeting decides, following the merger by absorption, to increase the share capital by a total of one million eight hundred and sixty-two thousand three hundred and twenty-eight euro and fifty-five cents (EUR 1,862,328.55), to increase the capital from four million ninety six thousand four hundred eighteen euro seventy two cents (4,096,418.72 EUR) to five million nine hundred fifty eight thousand seven hundred forty seven euro twenty seven cents (5,958,747.27 EUR), by creating a total of thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) new shares, fully paid up, with the same rights and obligations as the existing shares and sharing in the profits as of today.

These new shares will be allocated to the respective shareholders of the company to be absorbed, as mentioned above.

REALIZATION OF CAPITAL INCREASE

The meeting takes note of and requests the notary to authentically take note of the realization of the share capital increase of one million eight hundred and sixty-two thousand three hundred and twenty-eight euro and fifty-five cents (EUR 1,862,328.55) and that the share capital was thus effectively increased to five million nine hundred fifty eight thousand seven hundred forty seven euro twenty seven cents (5,958,747.27 EUR), represented by sixty-seven million five hundred and ninety seven thousand nine hundred forty five (67,597,945) shares, with no indication of value.

III. APPROVAL OF ALLOCATION OF NEW SHARES

The meeting explicitly decides to approve the allocation of the thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) new registered shares of the absorbing company to the respective shareholders of the company being absorbed, as set out above, and more specifically:

- *to Ms INGELAERE Hilde Maria Magdalena, born in Roeselare, on 10 April 1962, wife of Mr VANCRAEN Wilfried, residing in Loonbeek (B-3040 Huldenberg), J. Van der Vorstlaan 19, aforementioned, 13,294,447 shares, and,*
- *to Mr VANCRAEN Wilfried Frans Isidoor, born in Duffel, on 3 December 1961, husband of Mrs INGELAERE Hilde, residing in Loonbeek (B-3040 Huldenberg), J. Van der Vorstlaan 19, aforementioned, 134,241 shares.*

IV. CANCELLATION OF OWN SHARES WITH SIMULTANEOUS REDUCTION OF THE EQUITY OF THE ABSORBING COMPANY

The meeting notes that as a result of the transfer under general title of the assets and liabilities of the company being absorbed as a result of the merger by absorption, it is the owner of thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) of its own shares, in accordance with Article 7:216, 2° of the Belgian Code of Companies and Associations.

The meeting decides to cancel the thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) treasury shares.

In accordance with article 7:219, §§ 3 and 4 of the Code of companies and associations, the cancellation of these shares will be imputed within the absorbing company as follows:

- the share capital, for an amount of one million eight hundred sixty-two thousand three hundred twenty eight euro fifty five cents (EUR 1,862,328.55), so that the share capital is brought from five million nine hundred fifty eight thousand seven hundred forty seven euro twenty seven cents (5,958,747.27 EUR) back to four million ninety six thousand four hundred eighteen euro seventy two cents (4,096,418.72 EUR);
- the legal reserve, for an amount of EUR 25,521.44;
- the available reserves, for an amount of EUR 19,566.24; and
- the profit carried forward, for an amount of EUR 365,521.92.

V. DECISION NOT TO CONTINUE THE ACTIVITY OF THE COMPANY BEING ABSORBED

In order to comply with the provision of article 12:32, first paragraph, of the Code of Companies and Associations, the meeting decides not to continue the business activity of the company being absorbed and to maintain its object in its entirety, as described in article 4 of the company's articles of association.

VI. ESTABLISHMENT OF THE REALIZATION OF THE MERGER

The meeting notes and requests the notary to note that, as a result of the preceding resolutions:

a) the condition precedent to which the resolutions passed by the extraordinary shareholders' meeting of the company being absorbed, relating to its merger, held today prior to this meeting, have been fulfilled;

b) the merger of the company with and by absorption of the limited liability company "AILANTHUS", with its registered office at Huldenberg (B-3040 Huldenberg), Jan Van der Vorstlaan 19, with company number 0461.745.338 RPR Leuven, will take effect as of today;

c) the merger, therefore, will be final as of today and will have full effect as of this date;

d) the company being absorbed will, as of today, cease to exist.

II. There are currently fifty-four million one hundred and sixty-nine thousand two hundred and fifty-seven (54,169,257) shares, all registered and with voting rights, and no other classes of securities other than subscription rights have been created by the company.

III. As all shares are registered, the convocation notices, mentioning the agenda, were, in accordance with Article 7:127 (and Article 2:31) of the Code of Companies and Associations, communicated at least fifteen (15) days prior to the meeting to the registered shareholders and holders of other registered securities, as well as to the directors and to the statutory auditor of the company; the addressees who received this communication other than by registered letter have individually, expressly and in writing agreed to receive the notice by another means of communication.

The convocation notice for this extraordinary general meeting was also made by means of an announcement posted on the company's website (https://investors.materialise.com/) at least fifteen (15) days prior to this meeting.

The convocation notice mentioned the following:

"In light of the COVID-19 pandemic, it is currently envisaged that certain measures imposed by the Belgian Government to deal with this pandemic, such as the obligation to guarantee a distance of 1.5 meters between each person, may still be in force on 31 December 2020, date of the Meeting. These measures are in the interest of the health of individual security holders, as well as of the Company's employees and others responsible for the organisation of the Meeting. It cannot be excluded that the Belgian Government will again impose additional measures. We are closely monitoring the situation and will publish all relevant information and measures that have an impact on the Meeting on the Materialise website (https://investors.materialise.com/). In light of this, the Company will offer the possibility to attend the Meeting electronically and recommends that the security holders that wish to participate in the Meeting make, as much as practically possible, use of the right to vote by proxy or by voting form. Furthermore, it is recommended that security holders that wish to make use of their right to ask questions with respect to the items on the agendas of the Meeting do so in writing. The modalities of the aforementioned means of participation in the Meeting are set out in this invitation."

The company's auditor was informed of the holding of this meeting and of its agenda. He has, by a letter addressed to the company (a) expressly exempted the latter from any convocation as far as he is concerned, as prescribed by article 7:127. of the Code of Companies and Associations and (b) declared to have taken note of both the draft of these minutes and the documents referred to in article 7:132. of the Code of Companies and Associations.

The chairman hands over to the notary a copy of the aforementioned written exemption, with a request to keep it in his file.

IV. In accordance with the Code of Companies and Associations, an attendance quorum of at least 50 percent (50%) of the outstanding shares must be present or represented at the extraordinary general shareholders' meeting for the deliberation and vote on the items on the aforementioned agenda of the extraordinary general shareholders' meeting.

The aforementioned attendance list shows that forty-seven million nine hundred seventy-four thousand three hundred forty-seven (47,974,347) shares are present or represented at the meeting, or eighty-eight point five six three seven nine percent (88.56379%) of the shares issued by the company, this being more than half of the share capital.

The chairman declares that no holders of subscription rights have provided a notification with a view to participate to this meeting.

The meeting has therefore the adequate numbers to validly deliberate on the agenda items.

IV. Only persons who are shareholders of the Company (and whose shares are registered in their name in the shareholders' register of the Company) on the third business day prior to the Meeting, i.e. 28 December 2020 (the "Registration Date") at midnight (CET) are entitled to participate in and vote at the Meeting. In addition, in accordance with Article 27 of the articles of association of the Company, the right of a shareholder to participate in and vote at the Meeting was subject to the notification in writing by the shareholder, by the Registration Date at 5:00 p.m. (CET) at the latest of his/her intention to participate in the Meeting and the number of shares for which he/she wants to participate. Shareholders had to send such notification by e-mail to Mr. Vincent Chantillon, (email: vincent.chantillon@materialise.be). Aforementioned Mr. CHANTILLON Vincent, declares not to have received such notifications.

V. In accordance with applicable law, the proposed resolutions referred to in the above agenda of the extraordinary shareholders' meeting will be passed if they are approved by a seventy-five percent (75%) majority of the votes validly cast by shareholders.

VI. Each share has one (1) vote, subject to legal and statutory restrictions and exceptions. In accordance with Article 7:135 of the Code of Companies and Associations, the holders of subscription rights may participate in the extraordinary general meeting, but only with an advisory vote. No holders of subscription rights offered to participate in this extraordinary general meeting.

VII. The Company has provided the possibility for the security holders to attend the Meeting electronically. Furthermore, the security holders had the opportunity – respecting the modalities provided below – to ask questions in writing by means of the proxy form with voting instructions to Mr. CHANTILLON Vincent. Aforementioned Mr. CHANTILLON Vincent declares not to have received such written questions.

Practical information in relation to the electronic participation to the Meeting was announced on the website: https://investors.materialise.com/.

VIII. The company is not or was not a listed company.

QUESTIONS

The chairman reminds that during the present meeting a question session is scheduled. Holders of shares and subscription rights also had the opportunity to submit written questions to the company prior to the meeting in relation to items on the agenda. Such questions had to be addressed to the company by e-mail at the e-mail address vincent.chantillon@materialise.be by the Registration Date at the latest.

Questions validly addressed to the company will be adressed during the question session. Questions of a security holder will only be considered if he or she has complied with all formalities to attend the Meeting.

The chairman notes that no questions were asked prior to the meeting, nor are questions currently being asked by the security holders present or represented (to the extent that there are any).

DECLARATION THAT THE MEETING IS VALIDLY COMPOSED

All these facts have been verified and found to be correct by the meeting, which recognizes to be validly constituted and authorized to deliberate on the agenda.

The shareholders, present or represented as mentioned above, declare that the shares with which they participate to this extraordinary general meeting (1) are not subject to any pledge or any other restriction that would prevent the free exercise of their voting rights, (2) nor have their shares been the subject of a gift in which they benefited from a favorable tax regime in the area of registration duties / registration tax and (3) their shares have not been acquired by inheritance in which they benefited from a favorable tax regime in the area of inheritance duties / inheritance tax, whereby the currently planned legal act could jeopardize the tax advantage enjoyed.

The chairman sets out the reasons that form the basis of the content of the agenda.

LANGUAGE LEGISLATION

The shareholders, present or represented as set out, acknowledge that the notary has informed them about the currently applicable language legislation.

The meeting starts with the agenda.

DETERMINATION THAT THE LEGAL MERGER FORMALITIES HAVE BEEN COMPLIED WITH

The chairman declares the following:

1. On 16 November 2020, the merger proposal was drawn up by the management bodies of the companies that will enter into the merger in accordance with article 12:24 of the Code of Companies and Associations.
2. For both the acquiring company as the company being acquired, this merger proposal was deposited at the clerk’s office of the Commercial Court of Leuven and published by means of an extract in the Annexes to the Belgian Official Gazette of 23 November thereafter, under number 20137728 for the company being acquired and under number 20137729 for the acquiring company.

3. In accordance with article 12:25 of the Code of Companies and Associations, the managing body has drawn up a written report on 30 November 2020, in which it explains the state of assets and liabilities of the companies to be merged and in which it also explains and justifies, from a legal and economic point of view, the desirability of the merger, its conditions, the way in which the merger will take place and its consequences, the methods with which the exchange ratio of the shares was determined, the relative weight attached to each of these methods, the valuation to which each method leads, any difficulties that may have arisen and the proposed exchange ratio.

4. In accordance with article 12:26 of the Code of Companies and Associations, the statutory auditor of the company, the private limited liability company "KPMG BEDRIJFSREVISOREN", with registered office at Zaventem (B-1930 Zaventem), Luchthaven Brussel Nationaal, 1K, with company number VAT BE0419.122.548 RPR Brussels, Dutch division, represented by Mr. JACKERS Götwin, auditor, has prepared a written report on the merger report on 30 November 2020. The statutory auditor must state whether the exchange ratio is, in his opinion, relevant and reasonable. This statement includes at least: 1° according to which methods the proposed exchange ratio has been determined; 2° whether these methods are appropriate in the case at hand and the valuation to which each method used leads; he must also give an opinion on the relative weight attached to these methods in determining the value taken into account. The report also mentions, if relevant, the difficulties in the valuation.

   The report of the statutory auditor contains conclusions taken verbatim below:

   "*We have analyzed the draft proposal for merger through acquisition, drafted by the Boards of Directors of Materialise NV and Ailanthus NV, which relates to the merger by acquisition of Ailanthus NV by Materialise NV. This transaction will take effect from an accounting point of view on 31 December 2020 at 0h00. The transaction is realized on the basis of an exchange ratio, whereby 13,428,699 shares of Materialise NV are granted for 58,320 shares of Ailanthus NV. The contemplated merger is compensated by the issuance of 13,428,688 new ordinary shares of Materialise NV, during the extraordinary shareholders' meeting which decides about the merger.*

The companies involved are valued in an identical manner, and more in particular, on the basis of the average stock value of the share Materialise NV (in a one on one ratio represented by American Depositary Shares) on the NASDAQ stock exchange during a period of 30 calendar days from 27 October 2020 until 25 November 2020, included. This method has resulted in a value of respectively 1,816,187,530 EUR for Materialise NV and 450,237,220 EUR for Ailanthus NV.

The exchange ratio has been determined by the proportion of the value of one share of either of the companies, i.e. 33.53 EUR for Materialise NV and 7,720.12 EUR for Ailanthus NV.

As a conclusion of the activities carried out by us, in accordance with the professional standards applicable in Belgium and more in particular the standard in relation to the control of merger and demerger transactions of companies, we are of the opinion that the exchange ratio is relevant and reasonable, on the condition that at the moment of the contemplated merger as included in the merger proposal, and which the Boards of Directors have taken into account upon determination of the exchange ratio, the conditions precedent will have been fulfilled, i.e.

1. *The availability of a positive decision of the Office for Rulings in Fiscal Matters (Dienst Voorafgaande Belissingen in Fiscale Zaken), confirming the tax neutrality of the contemplated merger for both Ailanthus NV as Materialise NV;*

2. *The completion of the aforementioned partial demerger of Ailanthus NV, as a result of which the assets of Ailanthus NV will consist solely of the 13,428,688 shares which Ailanthus NV owns in Materialise NV (and the accounting net equity components corresponding thereto); and*

3. *The execution of a final agreement between Materialise NV, on the one hand, and Ailanthus NV and its shareholders Mr Wilfried Vancraen and Mrs Hilde Ingelaere, on the other hand, relating to the commitment of Ailanthus NV and its shareholders to Materialise NV to compensate all costs of Materialise NV, all possible liabilities of Materialise NV and any and all disadvantageous tax consequences for some of its shareholders (to the extent that any such liabilities and/or consequences would arise).*

Lastly, we wish to remind that our assignment does not consist of formulating an opinion on the legality and fairness of the transaction, or, in other words, that our report is not a "fairness opinion".

This report has been drafted in execution of art. 12:26 of the Code of Companies and Associations and is exclusively intended for the shareholders and only in the framework of the contemplated merger, as described above, and may not be used for other purposes.

Zaventem, 30 November 2020
(digitally signed)
KPMG auditors
Statutory auditor
Represented by
Götwin Jackers
Auditor.”

The attendees, present and represented as mentioned above, confirm that they do not have any comments on the aforementioned reports and declare that they agree with their contents as well as with the conclusions included therein.

A copy of these reports, initialled by the notary public and the attendees, present and represented as mentioned above, will remain attached to this document in order to be registered together with this deed.

5. In accordance with article 12:28., §1 of the Code of Companies and Associations, the merger proposal and the reports referred to in articles 12:25 and 12:26, as well as the possibility for the partners or shareholders to obtain said documents free of charge, have been mentioned in the agenda of this meeting. The holders of registered shares were provided with a copy of these documents in accordance with article 2:32. of the Code of Companies and Associations no later than one month prior to this general meeting.

6. In accordance with the same article 12:28, §§2 and 3 of the Code of Companies and Associations, the shareholders have had the opportunity, at least one month before the date of this meeting, to inspect the following documents at the registered office of the company or to obtain a complete or, if desired, partial copy free of charge:

   1° the merger proposal;

   2° if applicable, the reports referred to in articles 12:25 and 12:26;

   3° the annual accounts for the last three (3) financial years of each of the companies involved in the merger;

   4° the reports of the management body and the reports of the statutory auditor for the last three (3) financial years, if there is one;

   5° if applicable, if the last annual accounts relate to a financial year closed more than six (6) months prior to the date of the merger proposal: an interim statement of assets and liabilities not closed more than three (3) months prior to the date of the merger proposal.

CHANGES IN THE STATE OF ASSETS AND LIABILITIES

The shareholders of the company, present and represented as aforesaid, declare that they have been informed in writing by the management body of the company as well as by the management body of the acquired company of any significant changes to the assets and liabilities of the company that would have occurred between the date of the drafting of the merger proposal and the date of the present general meeting.

RESOLUTIONS

Subsequently, the shareholders, represented as mentioned above, have taken the following resolutions, which they have requested the notary to authenticate:

SOLE RESOLUTION: MERGER

I. DECISION TO MERGE IN ACCORDANCE WITH THE AFOREMENTIONED MERGER PROPOSAL

1. Merger by acquisition of the company being absorbed—Transfer of assets and liabilities

The meeting approves the merger proposal as drawn up on November 16, 2020 by the boards of directors of the company being absorbed and the absorbing company and which has been filed and published as aforementioned, in accordance with article 12:24, in fine of the Belgian Code of Companies and Associations.

The meeting approves the transaction by which the absorbing company acquires, by way of merger, the company being absorbed.

As a result of this transaction, all the assets and liabilities of the company being absorbed are transferred, without exception or reservation, to the absorbing company.

The assets and liabilities of the company being absorbed comprise all assets and liabilities, all of which will, without exception and without reservation, be transferred under universal title to the absorbing company, as they appear from the statement of assets and liabilities of the company being absorbed as of today’s date, after completion of a prior partial demerger of the company being absorbed and as specified in more detail in the aforementioned reports.

2. Remuneration—allocation of new shares—exchange ratio

The exchange ratio of the shares will be determined as follows: thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) fully paid-up new shares in the absorbing company will be allocated to the shareholders of the company being absorbed, i.e. rounded up to two hundred and thirty-six comma twenty-six (230.26) new shares for one (1) share in the company being absorbed (without any cash payment).

Thus, a total of thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) fully paid-up new registered shares will be issued to the shareholders of the company being absorbed. For the calculation of the exchange ratio to determine the number of new shares to be issued, reference is made to the aforementioned reports of the board of directors on the one hand and the appointed auditor or statutory auditor on the other hand.

These new shares will be distributed to the shareholders of the company being absorbed in the aforementioned proportions.

3. Method of distribution

The meeting decides that the new shares to be issued to the shareholders in the context of the proposed merger will be issued on the date of today and in accordance with the exchange ratio described in the aforementioned reports.

All new shares will be registered shares without par value and will represent an equal part of the share capital as all other existing shares.

Immediately after the execution of the merger deed, the board of directors of the acquiring company shall record the following information in the share register: the identity of the shareholders of the company being absorbed; the number of shares allocated to the shareholders of the company being absorbed; the date of the merger resolution.

This registration shall be signed by the board of directors of the absorbing company and by the shareholders of the company to be absorbed or their proxy holder.

4. Participation in the profits and special rights regarding profit sharing

The newly issued shares will be entitled to participate in the profits (regardless of whether these profits were accrued before or after the intended transaction) as of their issuance.

The newly issued shares are of the same nature and confer the same rights as the existing shares of the absorbing company.

5. Accounting date

All transactions of the company being absorbed are, as of (and including) today, deemed to have been carried out for accounting and tax purposes on behalf of the absorbing company.

6. Legal date

This merger by absorption will legally take effect on the date of the current general meeting, i.e. December 31, 2020.

7. Preferential shares or securities

There are no preferential shares or securities in the company to be absorbed to which special rights have been granted.

8. Remuneration (statutory) auditor, auditor

The remuneration of the statutory auditor of the absorbing company for the preparation of the report to be drawn up by him in accordance with article 12:26 of the Belgian Code of Companies and Associations will be approximately twenty thousand euros (20,000.00 EUR).

The remuneration of the auditor appointed by the board of directors of the company being absorbed for the preparation of the report to be drawn up by her in accordance with Article 12:26 of the Belgian Code of Companies and Associations will be approximately two thousand four hundred euros (2,400.00 EUR).

9. Special benefits for directors

No special benefits are granted to the members of the boards of directors of the merging companies.

10. Transfer of ownership

The meeting approves the transfer of ownership of the assets and liabilities of the company being absorbed.

The assets and liabilities of the company being absorbed include all assets and liabilities, all of which, without exception and without reservation, will be transferred under general title to the absorbing company as they appear from the statement of assets and liabilities of the company being absorbed as of today's date, after completion of a prior partial demerger of the company being absorbed and as detailed in the aforementioned reports.

11. Real estate

The company being absorbed has declared not to be the owner/ holder of real estate/rights in rem.

12. Other elements of the acquired assets and liabilities

After the preceding partial demerger, the company being absorbed will have no other activity except holding the participation in the acquiring company.

II. CAPITAL INCREASE FOLLOWING MERGER

The meeting decides, following the merger by absorption, to increase the share capital by a total of one million eight hundred and sixty-two thousand three hundred and twenty-eight euro and fifty-five cents (EUR 1,862,328.55), to increase the capital from four million ninety six thousand four hundred eighteen euro seventy two cents (4,096,418.72 EUR) to five million nine hundred fifty eight thousand seven hundred forty seven euro twenty seven cents (5,958,747.27 EUR), by creating a total of thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) new shares, fully paid up, with the same rights and obligations as the existing shares and sharing in the profits as of today.

These new shares will be allocated to the respective shareholders of the company to be absorbed, as mentioned above.

REALIZATION OF CAPITAL INCREASE

The meeting takes note of and requests the notary to authentically take note of the realization of the share capital increase of one million eight hundred and sixty-two thousand three hundred and twenty-eight euro and fifty-five cents (EUR 1,862,328.55) and that the share capital was thus effectively increased to five million nine hundred fifty eight thousand seven hundred forty seven euro twenty seven cents (5,958,747.27 EUR), represented by sixty-seven million five hundred and ninety seven thousand nine hundred forty five (67,597,945) shares, with no indication of value.

III. APPROVAL OF ALLOCATION OF NEW SHARES

The meeting explicitly decides to approve the allocation of the thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) new registered shares of the absorbing company to the respective shareholders of the company being absorbed, as set out above, and more specifically:

- to Ms INGELAERE Hilde Maria Magdalena, born in Roeselare, on 10 April 1962, wife of Mr VANCRAEN Wilfried, residing in Loonbeek (B-3040 Huldenberg), J. Van der Vorstlaan 19, aforementioned, 13,294,447 shares, and,
- to Mr VANCRAEN Wilfried Frans Isidoor, born in Duffel, on 3 December 1961, husband of Mrs INGELAERE Hilde, residing in Loonbeek (B-3040 Huldenberg), J. Van der Vorstlaan 19, aforementioned, 134,241 shares.

IV. CANCELLATION OF OWN SHARES WITH SIMULTANEOUS REDUCTION OF THE EQUITY OF THE ABSORBING COMPANY

The meeting notes that as a result of the transfer under general title of the assets and liabilities of the company being absorbed as a result of the merger by absorption, it is the owner of thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) of its own shares, in accordance with Article 7:216, 2° of the Belgian Code of Companies and Associations.

The meeting decides to cancel the thirteen million four hundred and twenty-eight thousand six hundred and eighty-eight (13,428,688) treasury shares.

In accordance with article 7:219, §§ 3 and 4 of the Code of companies and associations, the cancellation of these shares will be imputed within the absorbing company as follows:

- the share capital, for an amount of one million eight hundred sixty-two thousand three hundred twenty eight euro fifty five cents (EUR 1,862,328.55), so that the share capital is brought from five million nine hundred fifty eight thousand seven hundred forty seven euro twenty seven cents (5,958,747.27 EUR) back to four million ninety six thousand four hundred eighteen euro seventy two cents (4,096,418.72 EUR);

- the legal reserve, for an amount of EUR 25,521.44;
- the available reserves, for an amount of EUR 19,566.24; and
- the profit carried forward, for an amount of EUR 365,521.92.

V. DECISION NOT TO CONTINUE THE ACTIVITY OF THE COMPANY BEING ABSORBED

In order to comply with the provision of article 12:32, first paragraph, of the Code of Companies and Associations, the meeting decides not to continue the business activity of the company being absorbed and to maintain its object in its entirety, as described in article 4 of the company's articles of association.

VI. ESTABLISHMENT OF THE REALIZATION OF THE MERGER

The meeting notes and requests the notary to note that, as a result of the preceding resolutions:

a) the condition precedent to which the resolutions passed by the extraordinary shareholders' meeting of the company being absorbed, relating to its merger, held today prior to this meeting, have been fulfilled;

b) the merger of the company with and by absorption of the limited liability company "AILANTHUS", with its registered office at Huldenberg (B-3040 Huldenberg), Jan Van der Vorstlaan 19, with company number 0461.745.338 RPR Leuven, will take effect as of today;

c) the merger, therefore, will be final as of today and will have full effect as of this date;

d) the company being absorbed will, as of today, cease to exist.

VOTE

The proposal is put to a vote.
It is adopted as shown below:

1. Number of shares for which votes have been validly submitted: 47,974,347

2. Percentage that the amount of shares mentioned above represent in the share capital: 88.56379%

3. Number of validly issued votes: 47,974,347
of which,

In favour:	47,963,593 (99.98%)
Against:	5,470 (0.01%)
Abstentions:	5,284 (0.01%)

As such, the proposal is approved.

VERIFICATION OF LEGALITY

After examination, the undersigned notary confirms the existence and both the internal and external legality of the legal acts and formalities to which this company is bound, as referred to in article 12:31. of the Code of Companies and Associations.

The meeting declares that it agrees with this observation and that it has not found any irregularities or difficulties.

PRO FISCO STATEMENT

The meeting confirms and requests the undersigned notary to establish that this merger is taking place subject to the benefits of and with the exemption provided for in articles 211 in conjunction with 183bis of the Income Tax Code of 1992.

The acquired and acquiring companies are subject to value added tax under the numbers BE0461.745.338 and BE0441.131.254 respectively.

QUESTIONS OF THE SHAREHOLDERS

The meeting finds that no questions are asked by the shareholders to the director(s) and statutory auditor of the company, in accordance with article 7:139 of the Code of Companies and Associations.

DECLARATIONS

The members of the meeting, present and represented as mentioned above, declare and confirm that the notary: a) has duly informed them of the rights, obligations and burdens arising from these minutes and has advised them impartially; b) has drawn their attention to the conflicting interests and unbalanced clauses which he would have identified and to the right of each party to appoint another notary or to be assisted by a lawyer.

The chairman of the meeting and the persons attending this meeting declare to have received the draft of these minutes at least five working days prior to this meeting.

CONCLUSION

After the agenda has been exhausted, the meeting is adjourned at 12:39 PM.

IDENTIFICATION OBLIGATION (ART. 11 OWN AND ART. 4 RNK)

The notary confirms that the identity details of the persons signing this deed are known to him or have been proved to him by means of evidence of identity.

IDENTIFICATION OF PARTIES (ART. 12 OWN & ART. 2BIS W.REG.)

The identification number from the national register/bis register or the company number of each party to the deed was given.

LEGAL CAPACITY OF PARTIES

All parties declare, at the explicit request of the notary, to be fully legally competent and therefore: not needing the assistance of an administrator, legal counsel or trustee; not being in a state of bankruptcy or obvious incapacity ; not having been a director or manager of a bankrupt company with the application of article XX.229 of the Economic Law Code; not falling under the application of the law on collective debt settlement; not falling under the application of the law on the continuity of enterprises.

RIGHT TO WRITINGS

The right to writings amounts to ninety-five euros (95.00 EUR).

OF WHICH, AN OFFICIAL RECORD

Drawn up on the place and date as mentioned above.

After reading and explaining these minutes, in their entirety with respect to the information provided by law, and in part with respect to the other provisions, the chairman of the meeting, qualitate qua, and the members of the meeting, present and represented as mentioned above, sign with Us, notary, after approval of the deletion of ... word(s), ... line(s), ... number(s), ... letter(s), ... number(s) and ... page(s) as null and void in this text.

Exhibit 10.1

THIS AGREEMENT is made on the date mentioned below

BETWEEN:

(1) Wilfried Vancraen, having his domicile at J. Van der Vorstlaan (LOO) 19, 3040 Huldenberg ("**Wilfried Vancraen**");

(2) Hilde Ingelaere, having her domicile at J. Van der Vorstlaan (LOO) 19, 3040 Huldenberg ("**Hilde Ingelaere**"); and

(3) Lunebeke NV *in formation*, a company in formation (in accordance with section 2:2 of the Code of Companies and Associations ("**CCA**")) ("**Lunebeke**")

(together the "**Indemnifying Parties**" and each individually an "**Indemnifying Party**");

AND

(4) Ailanthus, a public limited liability company (*naamloze vennootschap*) incorporated under Belgian law, having its registered office at J. Van der Vorstlaan (LOO) 19, 3040 Huldenberg and registered with the Crossroads Bank for Enterprises under number 0461.745.338 ("**Ailanthus**")

AND

(5) Materialise, a public limited liability company incorporated under the laws of Belgium, having its registered office at Technologielaan 15, 3001 Leuven and registered with the Crossroads Bank for Enterprises under number 0441.131.254 ("**Materialise**" or "**MTLS**").

Each also referred to separately as a "**Party**" and jointly as the "**Parties**".

WHEREAS:

(A) Wilfried Vancraen and Hilde Ingelaere together own all shares in Ailanthus. Wilfried Vancraen, Hilde Ingelaere and Ailanthus have submitted a request to the board of directors of Materialise to submit to the general shareholders' meeting of Materialise the proposal to merge Ailanthus into Materialise in accordance with the merger proposal that has been published on behalf of Ailanthus and Materialise, respectively, in the Belgian Official Gazette of November 23rd 2020 (the "**Proposed Merger**"). The Proposed Merger would take place after a demerger of Ailanthus (as referred to in section 1.1 below) has been finally approved by the general shareholders' meeting of Ailanthus.

(B) In their request, Wilfried Vancraen, Hilde Ingelaere and Ailanthus indicated that they would compensate Materialise and its shareholders for any adverse consequences as a direct result of the Proposed Merger, if any, including the costs and expenses that Materialise will incur in connection with the Proposed Merger.

(C) The purpose of this agreement is to set out the terms and conditions under which the Indemnifying Parties will provide such compensation.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. Commitments

1.1 The Indemnifying Parties and Ailanthus undertake to implement the demerger in accordance with the demerger proposal that has been published on behalf of Ailanthus in the Belgian Official Gazette of November 23rd 2020 (the "**Demerger**") and the Proposed Merger between Ailanthus and Materialise.

1.2 Ailanthus undertakes towards Materialise that prior to the Proposed Merger Ailanthus will not sell any of the 13.428.688 shares it holds in Materialise, nor will it grant any securities or other encumbrances on these shares nor will Ailanthus acquire any additional shares in Materialise.

1.3 Ailanthus undertakes towards Materialise that Ailanthus will, and Wilfried Vancraen and Hilde Ingelaere guarantee towards MTLS that Ailanthus will, pay, to the extent possible prior, to the Demerger having been finally approved by the general shareholders' meeting of Ailanthus and Lunebeke (the "**Demerger Deed Date**") (and therefore prior to the Proposed Merger):

(i) all debts of Ailanthus that exist on or before the Demerger Deed Date, regardless whether such debts are due and payable on such date; and

(ii) all debts for which, prior to the Demerger Deed Date, a creditor has or may have filed a claim against Ailanthus (or its legal successor, Materialise) or Lunebeke in court or through arbitration.

Wilfried Vancraen and Hilde Ingelaere will, in their capacity of shareholder or director of Ailanthus or otherwise, cause Ailanthus, to comply with the aforesaid undertakings.
-

1.4 Without prejudice to any of Ailanthus' obligations above, nor to Lunebeke's obligations pursuant to the Demerger deed, Lunebeke undertakes towards Materialise that Lunebeke will, and Wilfried Vancraen and Hilde Ingelaere guarantee towards MTLS that Lunebeke will, to the extent possible immediately pay:

(i) all debts of Ailanthus transferred to Lunebeke pursuant to the Demerger deed that would arise after the Demerger Deed Date but before publication in the Belgian Official Gazette of the extract of the Demerger deed; and

(ii) all debts not paid by Ailanthus in accordance with its obligations above.

Wilfried Vancraen and Hilde Ingelaere will, in their capacity of shareholder or director of Lunebeke or otherwise, cause Lunebeke to comply with the aforesaid undertakings.

1.5 Lunebeke undertakes towards Materialise, in the event, and as long as, a creditor of Ailanthus or Lunebeke demands a security in accordance with section 12:15 of the CCA in relation to the Demerger or Proposed Merger, to provide such security or to pay the relevant claim, until the claim concerned would be definitively dismissed by the competent court.

Wilfried Vancraen and Hilde Ingelaere will, in their capacity of shareholder or director of Lunebeke or otherwise, cause Lunebeke to comply with the aforesaid undertakings.

1.6 The Indemnifying Parties agree that they will not have any recourse against Ailanthus (or its successors, including Materialise) in connection with any undertakings by Ailanthus pursuant to this agreement.

1.7 The Indemnifying Parties and Ailanthus jointly and severally agree with MTLS that the following documents will be submitted for prior approval by Materialise prior to their execution: (i) the drafts of the reports and other documentation to be submitted to the shareholders' meeting of Ailanthus whether in relation to the Proposed Merger or the Demerger, (ii) the draft notarial deeds approving the Demerger and Proposed Merger, respectively, and (iii) any other documents that have to be disclosed by the Indemnifying Parties or Ailanthus in connection with the Demerger and Proposed Merger.

1.8 The Indemnifying Parties and Ailanthus jointly and severally agree with MTLS to (i) not make any changes to their request for a tax ruling in connection with the Demerger and the Proposed Merger as introduced on 13 November 2020 with the Office for Rulings in Fiscal Matters (*Dienst Voorafgaande Beslissingen in Fiscale Zaken*) (the "**Ruling Request**") without the prior approval of MTLS (which approval will not be unreasonably withheld), (ii) to keep MTLS promptly informed of the comments, responses and decisions of the Office for Rulings in Fiscal Matters (*Dienst Voorafgaande Beslissingen in Fiscale Zaken*) in connection with the Ruling Request, Demerger and Proposed Merger, and (iii) to not take or allow any further action, responses or reactions with respect to the Ruling Request without the prior approval of MTLS (which approval will not be unreasonably withheld).

1.9 The Indemnifying Parties guarantee to Materialise that the Demerger balance sheet attached to the Demerger proposal is accurate in all material respects and in all respects with respect to those assets or liabilities that will remain with Ailanthus, including that either Ailanthus will have no liability whatsoever at the Demerger Deed Date either will guarantee payment of any liability which could not be settled before the demerger takes place..

Without prejudice to the generality of the foregoing, the Indemnifying Parties guarantee that prior to the Proposed Merger, Ailanthus will not be or become a party to any agreement or obligation that would not be transferred pursuant to the Demerger to Lunebeke.

2. Indemnification

2.1 In general, the Indemnifying Parties undertake to indemnify Materialise for any losses or damages that Materialise would incur as a direct result of the Proposed Merger.

2.2 Without prejudice to the generality of the foregoing, the Indemnifying Parties undertake to:

(i) indemnify Materialise for any losses or damages that Materialise may incur as a result of the failure by any Indemnifying Party to comply with any of its commitments in this agreement:

(ii) indemnify Materialise for any losses or damages that Materialise may incur as a result of any of the undertakings or facts, matters or circumstances guaranteed by the Indemnifying Parties pursuant to this agreement not being fulfilled or, in relation to facts, matters or circumstances (for instance as set out in section 1.9), such acts, matters or circumstances being incorrect or inaccurate;

(iii) indemnify Materialise for any losses or damages that Materialise would incur as a result of any joint liability (*hoofdelijke aansprakelijkheid*) that would be invoked against Materialise in accordance with section 12:17 of the CCA in relation to the Demerger (as successor to Ailanthus pursuant to the Proposed Merger);

(iv) indemnify Materialise for any losses and damages that Materialise would incur as a result of any claim that would be filed against Materialise for the provision of a security or the payment of a claim in accordance with section 12:15 of the CCA in relation to the Demerger (as successor to Ailanthus pursuant to the Proposed Merger) or the Proposed Merger;

(v) pay Materialise an amount in order to compensate Materialise for any tax losses carried forward of Materialise that would diminish as a result of the Proposed Merger;

(vi) indemnify Materialise for any reasonable fees and expenses that Materialise may incur in connection with the Proposed Merger or Demerger (including external legal, tax or other counsel fees, fees of the notary public, of the statutory auditor, the organisation of the general shareholders' meeting of Materialise in relation to the Proposed Merger, etc.) or any claim that is subject to indemnification by any Indemnifying Party under this agreement;

(vii) indemnify Materialise for any losses and damages in connection with any claim by, or dispute with, the other shareholders of Materialise as direct result of the Proposed Merger; and

(viii) reimburse and indemnify Materialise for any expenses related to the issuance and delivery of the new shares to be issued by Materialise as a result of the Proposed Merger, and the incorporation of these shares (if applicable) into the ADS program, the registration of these shares in accordance with financial legislation in the United States and the admission of these shares or ADSs to listing or trading on NASDAQ.

(ix) comply with the conditions under which the tax ruling is granted and ensure, in so far as possible, that the tax ruling maintains its legal validity, and indemnify Materialise for any losses or damages which would result from the loss of the tax ruling, in so far as this loss would be attributable to the Indemnifying Parties.

2.3 The cancellation of the own Materialise shares acquired by Materialise pursuant to the Proposed Merger will tax wise result in the constitution of taxed reserves in capital/share premium (the "**Taxed Reserves**") at the level of Materialise. A future distribution of those Taxed Reserves (for example in the event of a capital decrease or redemption of share premium) could tax wise lead to additional taxation for certain shareholders of Materialise.

In view thereof, the Indemnifying Parties undertake to indemnify the relevant shareholders of Materialise for any withholding tax that would be due in case of an aforementioned distribution but only to the extent that:

(i) such withholding tax is effectively and definitely due (taking into account exemptions/reductions based on the Belgian and/or foreign legislation and/or a relevant double taxation treaty) and would not have been due, had the Proposed Merger not taken place; and

(ii) such withholding tax cannot be credited by the relevant shareholder of Materialise.

(such withholding tax, the "**Effectively Due Withholding Tax**").

In order to be entitled to such indemnification set out above, a shareholder of Materialise will need to provide proof to the Indemnifying Parties that (s)he

(i) was a shareholder of Materialise before 30 April 2021 (e.g. by means of an excerpt from the custody account (*effectenrekening*)); and

(ii) has indeed incurred the Effectively Due Withholding Tax. (e.g. by means of a tax return).

(such shareholder, a "**Qualifying Shareholder**").

In order for a Qualifying Shareholder to make a claim under this section 2.3, the distribution of Taxed Reserves by Materialise should take place before 31 December 2030.

The Indemnifying Parties agree that Materialise will have the right (a) to inform its shareholders (including any Qualifying Shareholders) of the indemnification undertaking as set out in this section 2.3 at any time, including, more particularly, at the occasion of the distribution of Taxed Reserves by Materialise and (b) to withhold and pay any withholding tax which Materialise would be required to withhold in relation to such distribution.

The Indemnifying Parties agree that the indemnification undertaking as set out in this section 2.3 is undertaken by the Indemnifying Parties towards either Materialise or the Qualifying Shareholders (such Qualifying Shareholders as third party beneficiaries (d*erdebegunstigden*) in accordance with article 1121 of the Belgian Civil Code, in respect of which such indemnification undertaking constitutes an irrevocable third party undertaking (*beding ten behoeve van een derde*) capable of acceptance by any Qualifying Shareholder at any time).

Without prejudice in any way to the undertaking as set out in this section 2.3, the Indemnifying Parties reserve the right to pay the indemnification either to Materialise (in favor of the relevant Qualifying Shareholder) or directly to the Qualifying Shareholders.

The Indemnifying Parties will, without prejudice in any way to the undertaking as set out in this section 2.3, propose to Materialise a means of indemnification, in the best interest of the Indemnifying Parties, whilst ensuring that the administrative burden on the part of Materialise is kept to a minimum.

3. Gross-up

Any payments, of any nature whatsoever, that are to be made to Materialise or any Qualifying Shareholder pursuant to this agreement will be net of any taxation or withholding, in immediately available funds. In case any such payment is subject to any tax whatsoever in the hands of Materialise or the relevant Qualifying Shareholder, whether actually or through a decrease of tax deductible costs or expenses, tax losses or other tax deductions, such payment will be grossed-up by such amount as to ensure that after such tax there will be left with Materialise or the relevant Qualifying Shareholder an amount equal to the amount which would otherwise be payable under this agreement in the absence of such tax.

4. Duration

This agreement will enter into force on the date of its execution. The agreement and the rights and obligations set out herein will expire on the 10th birthday of the Proposed Merger. However, Materialise and any Qualifying Shareholders will have the right to make claims against the Indemnifying Parties for a period of 10 years following the occurrence giving rise to the claim.

5. General provisions

5.1 All obligations of the Indemnifying Parties under this agreement will be joint and several.

5.2 When using the words “will cause” (or any similar expression or any derivation thereof), the Parties intend to refer to the Belgian law concept of *sterkmaking*, supplemented with a guarantee by the relevant Party for the due and timely execution of the relevant actions, unless expressly indicated otherwise.

5.3 In accordance with section 1122 of the civil code, the obligations of Fried Vancraen and Hilde Ingelaere will transfer to their legal successors.

5.4 The Indemnifying Parties will pay the amounts claimed by Materialise or any Qualifying Shareholder as soon as practically possible and in any event within 20 business days as from the date the request was made and the Qualifying Shareholder provides the proof as set out in article 2.3.

5.5 The Parties agree that this agreement will included in Materialise’s SEC filings and as such will be made public.

5.6 The Indemnifying Parties will have no obligation to indemnify Materialise or a Qualifying Shareholder in respect of any individual claim if such claim does not exceed EUR 100.

5.7 Except as expressly provided otherwise in this agreement, neither any failure nor any delay by any party in exercising any right, power or privilege under this agreement or any of the documents referred to in this agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

5.8 This agreement will be governed by and interpreted according to the laws of the Kingdom of Belgium.

5.9 In case of disputes arising hereunder, the Parties undertake to seriously pursue a reasonable amicable settlement. If notwithstanding such efforts, no amicable settlement can be reached, any dispute arising hereunder will be settled by the courts of Brussels, Belgium.

Executed in two original copies, with one copy for Materialise, and one for Wilfried Vancraen, Hilde Ingelaere, Ailanthus and Lunebeke together.

/s/ Hilde Ingelaere	/s/ Wilfried Vancraen
Hilde Ingelaere	Wilfried Vancraen

For **Ailanthus**,

/s/ Hilde Ingelaere	/s/ Wilfried Vancraen
Hilde Ingelaere Managing director	Wilfried Vancraen Managing director

For **Lunebeke**, a company in formation in accordance with section 2:2 of the CCA

/s/ Hilde Ingelaere	/s/ Wilfried Vancraen
Hilde Ingelaere	Wilfried Vancraen

For **Materialise**,

/s/ Peter Leys	/s/ Johan De Lille
Peter Leys Executive chairman of the board of directors	A Tre C CVOA represented by Johan De Lille Director

Exhibit 10.2

Letter Agreement Regarding Share Issuance and Registration Rights

Letter Agreement, dated as of December 31, 2020 (this "**Agreement**"), among Materialise NV, a limited liability company (naamloze *vennootschap)* organized and existing under the laws of the Kingdom of Belgium (the "**Company**"), Wilfried Vancraen ("**Mr. Vancraen**") and Hilde Ingelaere ("**Ms. Ingelaere**" and, together with Mr. Vancraen, the "**Holders**").

W I T N E S S E T H:

WHEREAS, concurrently with the entry into this Agreement, Ailanthus NV, a limited liability company (naamloze *vennootschap)* organized and existing under the laws of the Kingdom of Belgium ("Ailanthus"), is merging into the Company (the "**Merger**");

WHEREAS, as a result of the Merger, the Company is acquiring 13,428,688 ordinary shares (the "**Existing Shares**"), no nominal value per share, of the Company ("**Ordinary Shares**") that are owned by Ailanthus, and the Company is issuing to the Holders, in their capacities as the sole shareholders of Ailanthus, 13,428,688 new Ordinary Shares (the "**New Shares**");

WHEREAS, the Existing Shares benefit from certain registration rights under a Registration Rights Agreement, dated as of September 15, 2016 (this "**Registration Rights Agreement**"), among the Company and certain holders of Ordinary Shares, warrants and convertible bonds of the Company; and

WHEREAS, the parties desire to confirm certain matters in respect of the issuance of the New Shares, and the Company has determined to grant certain registration rights to the Holders in respect of the New Shares, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

Section 1. Issuance of New Shares.

a. The Company represents, warrants and agrees that: (i) the Company is a "foreign issuer" (as defined in Rule 902 of Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**")); and (ii) the Company has not, nor has any of its "affiliates" (as defined in Rule 405 under the Securities Act) or any person acting on its or their behalf, engaged in any "directed selling efforts" (as defined in Rule 902 of Regulation S) with respect to the New Shares.

b. Each Holder represents, warrants and agrees that: (i) such Holder is acquiring the New Shares for his or her own account for investment purposes only and not with a view towards, or for resale in connection with, the public sale or distribution thereof, except pursuant to sales registered or exempted under the Securities Act; (ii) such Holder understands that the New Shares have not been registered under the Securities Act or any other applicable securities law of the United States of America; (iii) such Holder is not a "U.S. person" (as defined in Rule 902 of Regulation S) and is not acquiring any of the New Shares for the account or benefit of any U.S. person (as so defined); (iv) the offer and sale of the New Shares by the Company to such Holder has taken place in an "offshore transaction" (as defined in Rule 902 of Regulation S) outside of the United States of America and any of its territories and possessions, and such Holder has executed this Agreement outside of the United States of America and any of its territories or possessions; and (v) the New

Shares may not be offered, sold, transferred, pledged, hypothecated or otherwise disposed of except (X)(A) pursuant to a registration statement that has become effective under the Securities Act, or (B) pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and (Y) in compliance with any other applicable securities law of the United States of America.

Section 2. Registration Rights.

a. At any time the Company is qualified for the use of a registration statement on Form F-3 under the Securities Act (or any successor form thereto) ("**Form F-3**"), the Holders shall have the right to request that the Company file promptly (and, in any event, within 45 days of such request) a "shelf" registration statement providing for the registration of, and the sale on a continuous or delayed basis of, all Registrable Securities then held by the Holders pursuant to Rule 415 under the Securities Act (the "**Shelf Registration Statement**"). Upon filing the Shelf Registration Statement, the Company shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective as soon as practicable, keep such Shelf Registration Statement effective with the U.S. Securities and Exchange Commission (the "**SEC**") at all times, re-file such Shelf Registration Statement upon its expiration, and cooperate in any shelf take-down by amending or supplementing the prospectus related to the Shelf Registration Statement as may be reasonably requested by the Holders or as otherwise required, until such time as all Registrable Securities that could be sold under the Shelf Registration Statement have been sold or are no longer outstanding.

b. If, at any time the Company is qualified for the use of a registration statement on Form F-3, the Company proposes to file any registration statement under the Securities Act for the purposes of a public offering of its ADSs (whether or not for sale for its own account and including, but not limited to, registration statements relating to secondary offerings of ADSs, but excluding the Shelf Registration Statement and registration statements relating to any registration on Form F-4 or S-8 under the Securities Act (or any successor or similar forms)) (a "**Piggyback Registration**"), the Company will give prompt written notice to the Holders of its intention to effect such a registration and shall, subject to Section 2(b), use all commercially reasonable efforts to include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within 30 days after the receipt of the Company's notice; ***provided, however,*** that the Company may at any time withdraw or cease proceeding with any such Piggyback Registration if it will at the same time withdraw or cease proceeding with the registration of all other ADSs originally proposed to be registered.

c. If a Piggyback Registration is an underwritten offering and the managing underwriter(s) advises the Company in writing (with a copy to each Holder requesting registration of Registrable Securities) that in its opinion the number of ADSs which the Company desires to sell, taken together with any Registrable Securities requested to be included in such registration by the Holders, exceeds the Maximum Number of Securities, the Company will include in such registration ADSs in the following priority:

- ***first,*** the ADSs the Company proposes to sell up to the Maximum Number of Securities; and
- ***second,*** Registrable Securities requested to be included by the Holders pursuant to Section 2(a) up to the Remaining Number of Securities, and if the aggregate number of such Registrable Securities exceeds the Remaining Number of Securities, the Company shall include only such Holders' pro rata share of the Remaining Number of Securities based on the amount of Registrable Securities beneficially owned by such Holders.

d. Each Holder agrees that it will not be entitled to sell any of its Registrable Securities pursuant to the Shelf Registration Statement or a Piggyback Registration, unless its Registrable Securities are or will be, immediately prior to the completion of their sale pursuant to the Shelf Registration Statement or the Piggyback Registration relating thereto, in the form of ADSs. In addition, (i) in no event shall Registrable Securities be offered and sold pursuant to the Shelf Registration Statement and prospectus relating thereto pursuant to an underwritten offering without the prior agreement of the Company; and (ii) no Holder may participate in any Piggyback Registration which is underwritten unless such Holder agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Company (including, without limitation, pursuant to the terms of any over-allotment option requested by the managing underwriter(s)); ***provided*** that no Holder will be required to sell more than the number of Registrable Securities that such Holder has requested the Company to include in any registration.

e. The provisions of the Registration Rights Agreement shall apply, *mutatis mutandis*, to the Shelf Registration Statement and any Piggyback Registration effected hereunder.

f. For purposes of this Section 2:

- "**ADSs**" shall mean American depositary shares of the Company, each representing one Ordinary Share on the date hereof, but subject to any modification of such ratio that may be agreed between the Company and The Bank of New York Mellon, the depositary of such American depositary shares (or any successor bank that acts as depositary for the American depositary shares).
- "**Maximum Number of Securities**" means, with respect to any underwritten Piggyback Registration, the maximum number of ADSs which can be sold in such offering without materially and adversely affecting the marketability of such offering.
- "**Remaining Number of Securities**" means, with respect to any underwritten Piggyback Registration, the greater of (x) the sum of the Maximum Number of Securities ***minus*** the number of securities included on behalf of persons entitled to first priority with respect to inclusion of their ADSs; and (y) zero.
- "**Registrable Securities**" shall mean (i) means the New Shares (including New Shares represented by ADSs) and (ii) any Ordinary Shares (including Ordinary Shares represented by ADSs) received in respect of the securities referred to in clause (i) in connection with any share split or subdivision, share dividend, distribution, recapitalization or similar transaction; ***provided*** that, in each case, any such Ordinary Shares (including Ordinary Shares represented by ADSs) shall cease to be Registrable Securities upon the earliest of (A) when they are sold by a Holder, whether pursuant to an effective registration statement under the Securities Act, pursuant to Rule 144 under the Securities Act or otherwise (including the sale thereof in the form of ADSs registered pursuant to an effective registration statement on Form F-6 under the Securities Act), (B) when they shall have ceased to be outstanding, and (C) when they may be sold pursuant to Rule 144 under the Securities Act without the requirement to be in compliance with Rule 144(c)(1) under the Securities Act and without restriction on the basis of volume or manner of sale limitations.

Section 3. Miscellaneous.

a. This Agreement shall terminate, with respect to any Holder, on the date on which such Holder ceases to own any Registrable Securities.

b. This Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of New York.

c. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

d. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

e. This Agreement contains the entire understanding of the parties with respect to the matters covered herein. No provision of this Agreement may be amended or waived other than by an instrument in writing signed by the Company and the Holders.

[*Signature Page Follows*]

Materialise NV

By: /s/ Peter Leys
Name: Peter Leys
Title: Executive Chairman

/s/ Fried Vancraen
Fried Vancraen

/s/ Hilde Ingelaere
Hilde Ingelaere

Exhibit 99.1

Materialise Announces Results of 2020 Extraordinary General Shareholders' Meeting

Leuven, Belgium – January 4, 2021 – Materialise NV (NASDAQ:MTLS), a leading provider of additive manufacturing software and of sophisticated 3D printing solutions, today announced the results of the votes cast at its extraordinary general shareholders' meeting held on Thursday, December 31, 2020.

At the extraordinary general shareholders' meeting, the only resolution set out in the convocation notice was adopted. As such, the merger between Ailanthus NV (a company fully owned by Wilfried Vancraen and Hilde Ingelaere) and Materialise NV was approved.

About Materialise

Materialise incorporates 30 years of 3D printing experience into a range of software solutions and 3D printing services, which together form the backbone of the 3D printing industry. Materialise's open and flexible solutions enable players in a wide variety of industries, including healthcare, automotive, aerospace, art and design, and consumer goods, to build innovative 3D printing applications that aim to make the world a better and healthier place. Headquartered in Belgium, with branches worldwide, Materialise combines the largest group of software developers in the industry with one of the largest and most complete 3D printing facilities in the world. For additional information, please visit: www.materialise.com.