



TERMS AND CONDITIONS

HYBRID GENERAL MEETING OF

CTP N.V.

1 INTRODUCTION

- 1.1** CTP facilitates, in addition to in-person attendance, virtual access for its Shareholders to the General Meeting of Tuesday 25 April 2023 through electronic means. The possibility to virtually attend the General Meeting is provided as an alternative to attendance in person. Participating virtually in this General Meeting is subject to these Terms and Conditions for Hybrid General Meetings.
- 1.2** Capitalised terms have the meaning as set out in the **Annex** to these Hybrid General Meeting Terms and Conditions.
- 1.3** These Terms and Conditions for Hybrid General Meetings apply to Hybrid General Meetings and to the Shareholders who wish to virtually attend and participate in the Hybrid General Meeting via the Online Platform. The Online Platform will be provided by Computershare with access via the Third-Party Agent. The Terms and Conditions of the Third-Party Agent are applicable to the use of the Online Platform.
- 1.4** Shareholders must identify themselves electronically via the Third-Party Agent through a secured access on the Online Platform to enter the Hybrid General Meeting via the Online Platform.
- 1.5** Further instructions on the participation in the Hybrid General Meeting will be included in the convocation of the General Meeting.
- 1.6** After convocation of the Hybrid General Meeting, the Board may, at its own discretion, change the meeting to a virtual or physical only meeting, change the sequence of the meeting, change or restrict the electronic facilities for the meeting or adjourn the time at which the meeting is to be held. Such changes will be communicated to the Shareholders on CTP's website (www.ctp.eu).





2 TECHNOLOGY

- 2.1** Shareholders should, in advance of the Hybrid General Meeting, test their connection and ensure that they have access to the Online Platform. CTP will allow for early access to the Online Platform in order to allow for testing by Shareholders. CTP will take all reasonable efforts to make sure that technical support lines are available for Shareholders during the Hybrid General Meeting and for pre-meeting testing access.
- 2.2** There are certain risks for Shareholders who attend the Hybrid General Meeting via the Online Platform. These risks include, among other things, any failure or deficiency in virtual meeting equipment, software, network infrastructure, servers, internet or telephone connectivity, video or voice equipment, whether or not caused by an information security incident (which includes any unauthorised use, hacking, a denial of service attack, a denial of access, any failure or intrusion resulting from the theft or unlawful interception of a password or network access code and any other cyberattack) or caused by any type of mechanical failure such as any electrical power outage during the Hybrid General Meeting. If a Shareholder wishes to avoid such risks with respect to the exercise of voting rights, he or she should attend the General Meeting in person or should vote at the Hybrid General Meeting by proxy, as set out in the notice for the Hybrid General Meeting. If any of these risks prevent a Shareholder from watching, listening or otherwise following the meeting or voting electronically during (any part of) the Hybrid General Meeting, then this will be for the risk and account of such Shareholder. The inability of one or more Shareholders to watch, listen or otherwise follow the Hybrid General Meeting or vote electronically during (any part of) the Hybrid General Meeting does not affect the validity of the Hybrid General Meeting or any business conducted at such meeting.
- 2.3** If it appears to the Chair that the Online Platform does no longer adequately facilitate Shareholders in following the Hybrid General Meeting, in submitting questions through the Online Platform or voting electronically during (any part of) the Hybrid General Meeting, the Chair may suspend or cancel the meeting, change the sequence of the meeting or proceed with the meeting without the possibility for some or all of the Shareholders who participate in the Hybrid General Meeting via the Online Platform to follow the meeting or vote, to submit questions through the Online Platform electronically during (any part of) the Hybrid General Meeting. The Chair shall, to the extent possible, communicate this decision to the Shareholders who attend the Hybrid General Meeting.
- 2.4** If the Chair suspends or cancels the Hybrid General Meeting, all business conducted up to the point of the suspension or cancellation will be valid and a new General Meeting, not necessarily a Hybrid General Meeting, will be convened by CTP as soon as reasonably





possible. A suspended Hybrid General Meeting may be continued as a physical General Meeting only or as a Hybrid General Meeting irrespective of the form of the Hybrid General Meeting that was suspended. Shareholders who have given a proxy or voting instruction for this Hybrid General Meeting must be aware that such proxy or voting instruction will not be valid for a newly convened General Meeting.

3 SHAREHOLDERS' RIGHTS

- 3.1** Each Shareholder may follow the proceedings of the Hybrid General Meeting virtually, submit questions through the Online Platform and vote in real time electronically, provided that the Shareholder has timely registered for the Hybrid General Meeting, has timely selected this option via the Third-Party Agent and is duly and timely logged-in on the Online Platform in accordance with the instructions provided in the notice of the General Meeting.
- 3.2** Shareholders who participate in the Hybrid General Meeting via the Online Platform shall have the opportunity to submit questions in writing during the Hybrid General Meeting. In order to ask questions in writing, the shareholder must be logged-in on the Online Platform for the Hybrid General Meeting. The language for the Hybrid General Meeting will be English but questions may be submitted in English or Dutch. The name of a Shareholder who asked questions during the Hybrid General Meeting may be disclosed by the Chair. Shareholders who participate in the Hybrid General Meeting via the Online Platform shall not have the opportunity to speak or ask verbal questions during the Hybrid General Meeting, unless the Board decides otherwise. If Shareholders wish to speak or ask verbal questions, they or their proxies should attend the Hybrid General Meeting in person.
- 3.3** A Shareholder who has given a proxy in respect of the voting of certain Shares to a third party cannot attend the Hybrid General Meeting via the Online Platform for the same Shares. Shareholders who are logged-in via the Online Platform at the time of the start of the Hybrid General Meeting (i) shall be deemed to attend the Hybrid General Meeting, (ii) shall be counted for calculating the number of Shareholders present or represented at the Hybrid General Meeting and the percentage of the issued and outstanding share capital of CTP that is present or represented at the Hybrid General Meeting, (iii) shall be able to follow the meeting, (iv) shall be entitled to submit written questions through the Online Platform and (v) shall be entitled to vote electronically at such Hybrid General Meeting. The names of Shareholders who attend the Hybrid General Meeting via the Online Platform will be included in the registration list of Shareholders attending the Hybrid General Meeting by proxy. Any early log-off by a Shareholder during the Hybrid





General Meeting will not affect the aforementioned calculation of the number of Shareholders present or represented at the Hybrid General Meeting.

- 3.4** Shareholders who duly registered for participating in the Hybrid General Meeting via the Online Platform, but who are not logged-in via the Online Platform at the time of the start of the Hybrid General Meeting will not be counted as attending the Hybrid General Meeting and will not be able to vote or ask questions at such Hybrid General Meeting. These Shareholders will, however, have the ability to follow the Hybrid General Meeting via the webcast as announced in the notice for the meeting.
- 3.5** Any Shareholder who duly attends the Hybrid General Meeting via the Online Platform and who logs-off or is otherwise disconnected during the Hybrid General Meeting will be allowed to log in to the Online Platform again and to re-join the Hybrid General Meeting.
- 3.6** Without prejudice to articles 3.4 and 3.5, Shareholders will be able to cast their vote electronically between the moment the Chair opens the polls on a voting agenda item after the deliberations on that item have taken place and the moment that the Chair closes the polls during the Hybrid General Meeting. The Chair may also at the beginning of each Hybrid General Meeting at its sole discretion decide that the polls for one or more voting agenda items will be open between the commencement of the Hybrid General Meeting and the closure of voting as announced by the Chair during the Hybrid General Meeting. The polls will not be open prior to the start of the Hybrid General Meeting.
- 3.7** Split voting by a Shareholder during the Hybrid General Meeting is not yet supported by the Online Platform and is therefore not possible.
- 3.8** The determination by the Chair on the outcome of a vote at the Hybrid General Meeting is decisive. The Chair determines at what time during the Hybrid General Meeting the voting results shall be made available.
- 3.9** Each Shareholder may request from CTP a confirmation of receipt of the votes cast by such Shareholder via the Online Platform during the Hybrid General Meeting. The voting results of the Hybrid General Meeting will be placed on CTP's website in accordance with Dutch law.





4 AMENDMENTS TO THE HYBRID GENERAL MEETING TERMS AND CONDITIONS

The Board is authorised to adopt, revoke and amend these Hybrid General Meeting Terms and Conditions at any time, which adoption, revocation or amendment will become effective immediately upon the posting thereof on CTP's website (www.ctp.eu), unless decided otherwise.

5 CONTACT

For any questions about these Terms and Conditions for the Hybrid General Meeting, please contact company.secretary@ctp.eu.



**ANNEX****DEFINITIONS**

Chair	means the chairperson of the Hybrid General Meeting
CTP	means CTP N.V.
Board	means the board of directors of CTP
General Meeting	the meeting of CTP in which Shareholders and all other Persons with Meeting Rights assemble
Online Platform	means the online platform provided by Computershare on which the Shareholders are able to attend the Hybrid General Meeting
Computershare	means Computershare Netherlands B.V.
Hybrid General Meeting	means a General Meeting in which Shareholders are able to follow the General Meeting virtually and submit written questions through the Online Platform and vote electronically during the General Meeting via the Online Platform while the General Meeting is held, in addition to the possibility to attend the General Meeting in person
Persons with Meeting Rights	means a holder of one or more shares as well as a usufructuary or a pledgee with the right to attend and speak at the General Meeting, either in person or by a proxy authorised in writing
Persons with Voting Rights	means a holder of one or more shares with voting rights as well as a usufructuary with voting rights or a pledgee with voting rights, each at a General Meeting
Shareholders	means a holder of one or more Shares, and other Persons with Meeting Rights
Shares	means one or more shares in the share capital of CTP
Terms and Conditions	means these terms and conditions for the Hybrid General Meetings
Terms and Conditions of the Third-Party Agent	means the terms and conditions for the e-voting system of the Third-Party Agent as they will read from time to time, which can be found at evote.ingwb.com





Third-Party Agent	means ING Bank N.V.
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