

TERMS AND CONDITIONS VIRTUAL GENERAL MEETING OF CTP N.V.

1 INTRODUCTION

- 1.1** CTP facilitates virtual access for its Shareholders to the General Meeting of Wednesday 15 June 2022 through electronic means. CTP aims to facilitate its Shareholders who wish to attend in the Virtual General Meeting by providing an adequate opportunity to attend real time, ask written questions and to vote electronically during the Virtual General Meeting. Participating virtually in this General Meeting is subject to these Terms and Conditions for Virtual General Meetings, the relevant provisions of the law and CTP's articles of association.
- 1.2** Capitalised terms have the meaning as set out in the **Annex** to these Virtual General Meeting Terms and Conditions.
- 1.3** These Terms and Conditions for Virtual General Meetings apply to Virtual General Meetings and to the Shareholders who wish to virtually attend and participate in the Virtual 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 Virtual General Meeting via the Online Platform.
- 1.5** Further instructions on the participation in the Virtual General Meeting will be included in the convocation of the General Meeting.
- 1.6** After convocation of the Virtual General Meeting, the Board may, at its own discretion, change the meeting to a hybrid 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 (<https://www.ctp.eu/investors/shareholder-meetings>).

2 TECHNOLOGY

- 2.1** Shareholders should, in advance of the Virtual 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 Virtual General Meeting and for pre-meeting testing access.

- 2.2** There are certain risks for Shareholders who attend the Virtual 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 Virtual General Meeting. If a Shareholder wishes to avoid such risks with respect to the exercise of voting rights, he or she should vote at the Virtual General Meeting by proxy, as set out in the notice for the Virtual 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 Virtual 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 Virtual General Meeting or vote electronically during (any part of) the Virtual General Meeting does not affect the validity of the Virtual 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 Virtual General Meeting, in submitting questions through the Online Platform or voting electronically during (any part of) the Virtual 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 Virtual 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 Virtual General Meeting. The Chair shall, to the extent possible, communicate this decision to the Shareholders who attend the Virtual General Meeting.
- 2.4** If the Chair suspends or cancels the Virtual 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 Virtual General Meeting, will be convened by CTP as soon as reasonably possible. A suspended Virtual General Meeting may be continued as a physical General Meeting only or as a hybrid General Meeting irrespective of the form of the Virtual General Meeting that was suspended. Shareholders who have given a proxy or voting instruction for this Virtual 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 Virtual General Meeting virtually, submit questions through the Online Platform and vote in real time electronically, provided that the Shareholder has timely registered for the Virtual General Meeting, 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 Virtual General Meeting via the Online Platform shall have the opportunity to submit questions in writing during the Virtual General Meeting. In order to ask questions in writing, the shareholder must be logged-in on the Online Platform for the Virtual General Meeting. The language for the Virtual General Meeting will be English but questions may be submitted in English or Dutch. The name of a Shareholder who asked questions during the Virtual General Meeting may be disclosed by the Chair. Shareholders who participate in the Virtual General Meeting via the Online Platform shall not have the opportunity to speak or ask verbal questions during the Virtual General Meeting, unless the Board decides otherwise.
- 3.3** A Shareholder who has given a proxy in respect of the voting of certain Shares to a third party cannot attend the Virtual 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 Virtual General Meeting (i) shall be deemed to attend the Virtual General Meeting, (ii) shall be counted for calculating the number of Shareholders present or represented at the Virtual General Meeting and the percentage of the issued and outstanding share capital of CTP that is present or represented at the Virtual 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 Virtual General Meeting. The names of Shareholders who attend the Virtual General Meeting via the Online Platform will be included in the registration list of Shareholders attending the Virtual General Meeting by proxy. Any early log-off by a Shareholder during the Virtual General Meeting will not affect the aforementioned calculation of the number of Shareholders present or represented at the Virtual General Meeting.
- 3.4** Shareholders who duly registered for participating in the Virtual General Meeting via the Online Platform, but who are not logged-in via the Online Platform at the time of the start of the Virtual General Meeting will not be counted as attending the Virtual General Meeting and will not be able to vote or ask questions at such Virtual General Meeting. These Shareholders will, however,

have the ability to follow the Virtual General Meeting via the webcast as announced in the notice for the meeting.

- 3.5** Any Shareholder who duly attends the Virtual General Meeting via the Online Platform and who logs-off or is otherwise disconnected during the Virtual General Meeting will be allowed to log in to the Online Platform again and to re-join the Virtual 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 Virtual General Meeting. The Chair may also at the beginning of each Virtual 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 Virtual General Meeting and the closure of voting as announced by the Chair during the Virtual General Meeting. The polls will not be open prior to the start of the Virtual General Meeting.
- 3.7** Split voting by a Shareholder during the Virtual 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 Virtual General Meeting is decisive. The Chair determines at what time during the Virtual 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 Virtual General Meeting. The voting results of the Virtual General Meeting will be placed on CTP's website in accordance with Dutch law.

4 AMENDMENTS TO THE VIRTUAL GENERAL MEETING TERMS AND CONDITIONS

The Board is authorised to adopt, revoke and amend these Virtual 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 (<https://www.ctp.eu/investors/shareholder-meetings>), unless decided otherwise.

5 CONTACT

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

ANNEX DEFINITIONS

Chair	means the chairperson of the Virtual 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 Virtual General Meeting
Computershare	means Computershare Netherlands B.V.
Virtual General Meeting	means a General Meeting in which Shareholders are able to follow the General Meeting virtually, submit written questions through the Online Platform and vote electronically during the General Meeting via the Online Platform
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 Virtual 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 https://evote.ingwb.com/app/info/serviceAndContact
Third-Party Agent	means ING Bank N.V.