POSITION STATEMENT

OF

NEWAYS ELECTRONICS INTERNATIONAL N.V.



30 August 2021

Regarding the recommended cash offer by Infestos Sustainable Solutions B.V. for all issued and outstanding ordinary shares in the share capital of Neways Electronics International N.V.

This position statement is published in accordance with Article 18, paragraph 2 and Annex G of the Dutch Decree on public offers Wft (*Besluit openbare biedingen Wft*)

The Extraordinary General Meeting of Neways Electronics International N.V. will be held at 14:00 hours CET, on 19 October 2021 at Science Park Eindhoven 5010, 5692 EA Son, the Netherlands

IMPORTANT INFORMATION

This position statement (the **Position Statement**) does not constitute or form part of an offer to sell, or a solicitation of an offer to purchase or subscribe for, any securities to any person in any jurisdiction.

This Position Statement is published by Neways Electronics International N.V. (**Neways**) for the sole purpose of providing information to all holders of issued and outstanding ordinary shares with a nominal value of EUR 0.50 each in the share capital of Neways (the **Shares** and each a **Share** and the holders of such Shares, the **Shareholders**) on the recommended public offer by Infestos Sustainable Solutions B.V. (the **Offeror**), a direct wholly-owned subsidiary of Infestos Sustainability B.V. (**Infestos Sustainability**), to all Shareholders to purchase for cash their Shares on the terms and subject to the conditions and restrictions set forth in the offer memorandum dated 30 August 2021 (the **Offer Memorandum**) (the **Offer**), as required pursuant to Article 18, paragraph 2 and Annex G of the Dutch Decree on public offers Wft (*Besluit openbare biedingen Wft*) (the **Decree**). As at the date of this Position Statement, 12,217,634 Shares are issued and outstanding by Neways and subject to the Offer.

Copies of this Position Statement are available on, and can be obtained free of charge from, the website of Neways (www.newayselectronics.com/nl/investor-relations).

The Offer is being made for the securities of Neways, a public limited liability company incorporated under Dutch law, and is subject to Dutch disclosure and procedural requirements, which differ from those of the United States. The financial information of Neways included or referred to herein has been prepared in accordance with the International Financial Reporting Standards issued by the International Accounting Standards Board, as adopted by the European Commission, and Part 9 of Book 2 of the DCC and, accordingly, may not be comparable to financial information of U.S. companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States. The Offer will be made in the United States in compliance with Regulation 14E under the U.S. Securities Exchange Act of 1934, as amended (the **U.S. Exchange Act**) and the rules and regulations promulgated thereunder, including the exemptions therefrom, and otherwise in accordance with the applicable regulatory requirements in the Netherlands. Accordingly, the Offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under U.S. domestic tender offer procedures and law.

The receipt of cash pursuant to the Offer by a U.S. holder of Shares may be a taxable transaction for U.S. federal income tax purposes and may be a taxable transaction under applicable state and local laws, as well as foreign and other tax laws. Each U.S. holder of Shares is urged to consult his or her independent professional adviser immediately regarding the tax consequences of acceptance of the Offer.

It may be difficult for U.S. holders of Shares to enforce their rights and any claim arising out of the U.S. federal securities laws, since Neways and the Offeror are located in a country other than the United States, and some or all of their officers and directors may be residents of a country other than the United States. U.S. holders of Shares may not be able to sue a non-U.S. company or its officers or directors in a non-U.S. court for violations of the U.S. securities laws. Further, it may be difficult to compel a non-U.S. company and its affiliates to subject themselves to a U.S. court's judgment.

Neither the U.S. Securities and Exchange Commission nor any U.S. state securities commission or other regulatory authority has approved or disapproved the Offer, passed upon the fairness or merits of the Offer or provided an opinion as to the accuracy or completeness of this Position Statement or any other documents regarding the Offer. Any declaration to the contrary constitutes a criminal offence in the United States.

To the extent permissible under applicable law or regulation, including Rule 14e-5 of the U.S. Exchange Act, and in accordance with standard Dutch practice, the Offeror or brokers (acting as agents for the Offeror) may, before or during the period in which the Offer remains open for acceptance, directly or indirectly, purchase, or arrange to purchase Shares outside of the United States, from time to time, other than pursuant to the Offer. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. In addition, the financial advisers to the Offeror may engage in ordinary course trading activities in securities of Neways, which may include purchases or arrangements to purchase such securities. To the extent required in the Netherlands, any information about such purchases will be announced by a press release in accordance with Article 13 of the Decree and made available on the websites of the Offeror (www.infestos.com) and Neways (www.newayselectronics.com).

The release, publication or distribution of this Position Statement and any documentation regarding the Offer or the making of the Offer in jurisdictions other than the Netherlands may be restricted by law. Persons into whose possession this Position Statement comes should inform themselves about and observe such restrictions. Any failure to comply with any such restriction may constitute a violation of the law of any such jurisdiction. Copies of this Position Statement are available on the website of Neways (www.newayselectronics.com/nl/investor-relations).

This Position Statement may include "forward-looking statements" such as statements relating to the impact of the Transaction on Neways and the expected timing and completion of the Offer. Forward-looking statements involve known or unknown risks and uncertainties because they relate to events and depend on circumstances that all occur in the future. Generally, words such as "may", "should", "aim", "will", "expect", "intend", "estimate", "anticipate", "believe", "plan", "seek", "continue" or similar expressions identify forward-looking statements. These forward-looking statements speak only as of the date of this Position Statement. Although Neways believes that the expectations reflected in such forward-looking statements are based on reasonable assumptions, no assurance can be given that such statements will be fulfilled or prove to be correct, and no representations are made as to the future accuracy and completeness of such statements.

Forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from historical experience or from future results expressed or implied by such forward-looking statements. Potential risks and uncertainties include, but are not limited to, receipt of regulatory approvals without unexpected delays or conditions, the Offeror's ability to achieve the anticipated results from the acquisition of Neways, the effects of competition, economic conditions in the global markets in which Neways operates, and other factors that can be found in Neways' press releases and public filings.

The information included in this Position Statement reflects the situation as of the date of this Position Statement, unless otherwise indicated. Under no circumstances may the issue or distribution of this Position Statement be interpreted as implying that the information contained herein is true and accurate on a later date than the date hereof, unless otherwise indicated.

Neways expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statements contained herein to reflect any change in the expectations with regard thereto or any change in events, conditions or circumstances on which any statement is based, except as required by the Applicable Laws or by any competent regulatory authority.

This Position Statement is governed by and is construed in accordance with the laws of the part of the Netherlands that sits on the European continent, including this choice of law and without regard to its conflicts-of-laws rules. The District Court of Amsterdam (*Rechtbank Amsterdam*), the Netherlands, shall have exclusive jurisdiction in first instance to settle any disputes that might arise out of or in connection with this Position Statement. Accordingly, any legal action or proceedings arising out of or in connection with this Position Statement must be brought exclusively in such courts.

1. INTRODUCTION

Dear Shareholder,

Today, we publish our Position Statement in relation to the Offer.

On 24 June 2021, Neways and Infestos Sustainability jointly announced that they reached a conditional agreement in the form of a Merger Protocol in connection with a recommended public cash offer for all Shares at a cash offer price of EUR 14.55 per Share (*cum dividend*).

Neways publishes this Position Statement on the same day that the Offeror publishes the Offer Memorandum. In this document, Neways explains why, in its opinion, the Transaction (as defined below) promotes the continued and sustainable success of Neways' business and is in the best interest of Neways and all of its stakeholders, including its employees, (minority) Shareholders, customers, suppliers and creditors.

Before reaching a conditional agreement as regards to the Transaction, Neways' management board (the **Management Board**) and supervisory board (the **Supervisory Board**, and together with the Management Board hereinafter collectively referred to as the **Boards**) made a thorough assessment of the Offer taking into account the interests of Neways and its stakeholders, including the (minority) Shareholders. The Boards have followed a comprehensive process and have given careful consideration to determining the best strategic option for Neways. During this process, which is outlined in this Position Statement, the Boards received extensive advice from their financial and legal advisers. The Boards believe it is important to share their considerations, views and recommendations regarding the Offer with you in this Position Statement.

After the joint announcement by Neways and Infestos Sustainability on 24 June 2021, the Dutch central works council of Neways (the **Central Works Council**) was informed of, and consulted on, the Transaction. The Central Works Council has rendered a positive advice regarding the Transaction on 9 July 2021.

After due consideration, and taking into account the advice of their financial and legal advisers and the Fairness Opinion (as defined below), rendered by ABN AMRO Bank N.V., acting through its Corporate & Institutional Banking – Corporate Finance department (**ABN AMRO**), the Boards have, on the terms and subject to the conditions and restrictions of the Offer, resolved to unanimously (i) support the Transaction, (ii) recommend to the Shareholders to accept the Offer and to tender their Shares pursuant to the Offer and (iii) recommend to the Shareholders to vote in favour of all resolutions proposed in relation to the Transaction at the extraordinary general meeting of shareholders to be held on 19 October 2021, starting at 14:00 hours CET at Science Park Eindhoven 5010, 5692 EA Son, the Netherlands (the **EGM**). The EGM is an important event for Neways and its Shareholders and during this EGM you will, amongst other things, be informed about the Transaction.

The Boards look forward to welcoming you at the EGM.

Yours sincerely,

Eric Stodel,
Chair of the Management Board

Henk Scheepers,
Chair of the Supervisory Board

2. DEFINITIONS

Capitalised terms in this Position Statement other than in the Fairness Opinion (attached as Schedule 1) and the agenda of the EGM with explanatory notes (attached as Schedule 2) have the same meaning as set out in the Offer Memorandum, unless otherwise defined in this Position Statement. Any reference in this Position Statement to defined terms in plural form will be a reference to the defined terms in singular form, and *vice versa*. All grammatical and other changes required by the use of a definition in singular form shall be deemed to have been made herein and the provisions hereof shall be applied as if such changes have been made.

ABN AMRO	has the meaning set out in Section 1;
Acceptance Threshold	has the meaning set out in Section 6.4.1;
Adverse Recommendation Change	means the Boards or any of their members having revoked or modified, amended or qualified their respective Recommendations, or having taken any action that prejudices or frustrates the Offer, including any action taken by any member of the Boards in deviation from or inconsistent with the Recommendation which could cause uncertainty as to the status of the Recommendation or any member of the Boards having made any public contradictory statements as to their position with respect to the Offer or for the avoidance of doubt having failed to announce or reaffirm their Recommendation, including within one (1) Business Day of a request of the Offeror to do so;
Affiliate	means in relation to any party, any person belonging to the same group as such party as defined in Article 2:24b of the DCC from time to time;
AFM	means the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*);
Alternative Proposal	has the meaning set out in Section 6.4.2;
Applicable Laws	means all applicable laws and regulations, including without limitation, the applicable provisions of the Wft, the Decree, any rules and regulations promulgated pursuant to the Wft and the Decree, the European Market Abuse Regulation, the policy guidelines and instructions of the AFM, the Dutch Works Council Act (*Wet op de ondernemingsraden*), the Dutch Merger Code (*SER Fusiegedragsregels 2015*), the rules and regulations of Euronext Amsterdam and the DCC;
Articles of Association	means the articles of association (*statuten*) of Neways, as they apply from time to time;
AXECO	means AXECO Corporate Finance B.V.;
Boards	has the meaning set out in Section 1;

Boards Members	means each member of the Management Board and the Supervisory Board;
Business Day	means a day (other than Saturday and Sunday) on which banks in the Netherlands and Euronext Amsterdam are generally open in the Netherlands for normal business;
Central Works Council	has the meaning set out in Section 1;
CET	means Amsterdam Time;
Chair	has the meaning set out in Section 6.3;
Closing Date	means the initial or postponed date, as applicable, on which the (extended) Offer Period expires;
Company Holdco	means Neways Holdco B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Eindhoven, the Netherlands and its office address at Science Park Eindhoven 5010, 5692 EA Son en Breugel, the Netherlands and registered with the trade register of the Dutch chamber of commerce under number 83658459;
Company Sub	means Neways Sub B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Eindhoven, the Netherlands and its office address at Science Park Eindhoven 5010, 5692 EA Son en Breugel, the Netherlands and registered with the trade register of the Dutch chamber of commerce under number 83660224;
Confidentiality Agreement	has the meaning set out in Section 3;
Consultancy Agreement	has the meaning set out in Section 4.1;
DCC	means the Dutch Civil Code (*Burgerlijk Wetboek*);
Decree	has the meaning set out in Important Information;
Directors	means any employee of Neways or the Neways Group, being an operating company director or a service director;
Dutch Corporate Governance Code	means the Dutch Corporate Governance Code 2016, as established under Article 2:391, paragraph 5 of the DCC, as amended from time to time;
EGM	has the meaning set out in Section 1;
EMS	means electronic manufacturing services;

Euronext Amsterdam	means the stock exchange of Euronext Amsterdam, the regulated market of Euronext Amsterdam N.V.;
Fairness Opinion	has the meaning set out in Section 5.5;
First Notice	has the meaning set out in Section 6.4.2;
Fully Diluted	means the assumption that all options, warrants, convertible instruments or other rights to subscribe for, or acquire from Neways or any of its Affiliates, Shares, have been exercised or converted, as applicable, in full, regardless of whether any such options, warrants, convertible instruments or other rights are then vested, exercisable or convertible (which, at the date of this Position Statement, leads to a Fully Diluted share capital of Neways of 12,270,134 ordinary shares, including 12,217,634 Shares outstanding on the date of this Position Statement plus the 52,500 shares that could be issued if all 52,500 options described in section 7.10(d)(ii) of the Offer Memorandum are exercised);
Important Information	means the Section including important information in relation to, *inter alia*, the Offer and this Position Statement on page 2 and 3;
Independent Supervisory Board Members	has the meaning set out in Section 6.3;
Infestos	means Infestos Nederland B.V.;
Infestos Sustainability	has the meaning set out in Important Information;
Liquidation	has the meaning set out in Section 7.2.2;
Liquidation Distribution	has the meaning set out in Section 7.2.2;
Long Stop Date	means the date of which the Offer Conditions must be satisfied or waived, being on or before 30 April 2022, or the date specified in the Offer Conditions, as the case may be;
Management Board	has the meaning set out in Section 1;
Matching Offer Period	has the meaning set out in Section 6.4.3;
Matching Right	has the meaning set out in Section 6.4.3;
Merger Proposal	has the meaning set out in Section 7.2.2;
Merger Protocol	has the meaning set out in Section 3;
Neways	means Neways Electronics International N.V., a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with its corporate seat in

	Eindhoven, the Netherlands and its office address at Science Park Eindhoven 5010, 5692 EA Son en Breugel, the Netherlands and registered with the trade register of the Dutch chamber of commerce under number 17036989;
Neways Group	means Neways and its Affiliates;
Neways Incentive Plans	has the meaning set out in Section 10.3;
Neways Strategy	has the meaning set out in Section 6.1a;
Non-Financial Covenants	has the meaning set out in Section 6.1;
Non-Financial Covenants Period	has the meaning set out in Section 6.2;
Offer	has the meaning set out in Important Information;
Offer Conditions	means the conditions as set out in section 6.5(a) of the Offer Memorandum;
Offer Memorandum	has the meaning set out in Important Information;
Offer Period	means the period during which the Shareholders can tender their Shares to the Offeror, which commences at 09:00 hours CET on 1 September 2021, and ends at 17:40 hours CET on the Closing Date;
Offer Price	has the meaning set out in Section 5.1;
Offeror	has the meaning set out in Important Information;
Offeror Group	means the Offeror and its Affiliates;
Performance Shares	has the meaning set out in Section 10.3;
Position Statement	has the meaning set out in Important Information;
Post-Closing Acceptance Period	means a post-closing acceptance period (*na-aanmeldingstermijn*) of two (2) weeks, that may be publicly announced by the Offeror if the Offeror declares the Offer unconditional (*gestanddoening*), to enable Shareholders who did not tender their Shares during the Offer Period to tender their Shares during the Post-Acceptance Period on the same terms and subject to the same conditions and restrictions as the Offer;
Post-Closing Measures	has the meaning set out in Section 7.2.3;
Post-Closing Merger Resolutions	has the meaning set out in Section 12;

Post-Closing Merger Restructuring	means the Triangular Merger, the Share Sale, the Liquidation and the other legal acts as referred to in Section 7.2;
Post-Closing Merger Threshold	has the meaning set out in Section 7.2.2;
Potential Superior Offer	has the meaning set out in Section 6.4.2;
Recommendation	has the meaning set out in Section 11;
Reference Date	means 29 April 2021;
Resolutions	has the meaning set out in Section 12;
Reverse Termination Fee	has the meaning set out in Section 6.4.4;
Second Notice	has the meaning set out in Section 6.4.3;
Section	means any section of this Position Statement;
Settlement	means the payment of the Offer Price, envisaged to occur within five (5) Business Days following the Unconditional Date, by the Offeror to the Shareholders for each Tendered Share;
Settlement Date	means the day on which the Settlement occurs;
Shareholders	has the meaning set out in Important Information;
Shares	has the meaning set out in Important Information;
Share Sale	has the meaning set out in Section 7.2.2;
Squeeze-Out	has the meaning set out in Section 7.1;
Superior Offer	has the meaning set out in Section 6.4.2;
Supervisory Board	has the meaning set out in Section 1;
Tendered Shares	means a Share that has been validly tendered under the Offer and that has not been validly withdrawn;
Termination Fee	has the meaning set out in Section 6.4.4;
Transaction	means the Offer and the transactions contemplated in connection therewith (including the Post-Closing Merger Restructuring);
Treasury Shares	means all Shares held by Neways in its own capital from time to time;
Triangular Merger	has the meaning set out in Section 7.2.2;

Unconditional Date	means the date on which the Offeror has publicly announced that the Offer is declared unconditional after each of the Offer Conditions have been satisfied or waived, as the case may be, in accordance with the Offer Memorandum, ultimately three (3) Business Days after the Closing Date;
U.S. Exchange Act	means the U.S. Securities Exchange Act of 1934, as amended;
VDL Groep	has the meaning set out in Section 3;
VDL Groep Offer	has the meaning set out in Section 3; and
Wft	means the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*).

3. DECISION-MAKING PROCESS BY THE BOARDS

This Section 3 contains a non-exhaustive description of material contacts between representatives of Neways and representative of Infestos Sustainability and certain other circumstances that resulted in Neways and Infestos Sustainability reaching and signing the conditional agreement regarding the Transaction on 24 June 2021 (the **Merger Protocol**).

On 26 May 2021, Neways received an expression of interest from Infestos Sustainability in which Infestos Sustainability indicated that it was considering a recommended public takeover bid for all Shares.

During the days following Infestos Sustainability's expression of interest, the Boards carefully analysed and evaluated the expression of interest in terms of the potential benefit for Neways, the continued success of its business and the impact on all of its stakeholders. The interest was of such a nature that the Boards, after due consideration, determined the interest merited further investigation. Therefore, representatives of the Boards and representatives of Infestos Sustainability, together with their respective legal advisers, held a meeting on 31 May 2021 to enable Infestos Sustainability to present its interest in more detail. During this meeting, Infestos Sustainability explained its interest in a potential acquisition of a significant majority of the Shares by means of a recommended full public offer. The background, strategic rationale and financial and non-financial terms of Infestos Sustainability's potential recommended full public offer were also discussed during this meeting.

From the beginning of June 2021, Neways and Infestos Sustainability explored a potential acquisition of the Shares by means of a recommended full public offer by Infestos Sustainability. Infestos Sustainability was given the opportunity, under a confidentiality agreement (the **Confidentiality Agreement**), to perform a due diligence investigation on Neways and its business, consisting of a review of selected information made available in a virtual data room prepared by Neways, a management presentation and several interviews with senior managers.

Following exploratory discussions and the focused due diligence investigation, Neways received a non-binding offer letter from Infestos Sustainability on 15 June 2021, in which Infestos Sustainability confirmed its interest in a recommended full public offer on all Shares with an offer price of EUR 14.55 (*cum dividend*) per Share.

In line with their fiduciary duties, the Boards, assisted by their financial advisers (ABN AMRO for Neways, and AXECO specifically for the Supervisory Board) and legal adviser (AKD), have reviewed the Offer, and have given careful consideration to its impact on the continued success of Neways and all aspects of the Offer, including (i) strategic options, (ii) financial terms, (iii) non-financial covenants such as governance, organisation, legal structure and corporate identity, (iv) operational and social aspects, and (v) deal certainty as well as the merits and risks for all stakeholders of Neways, including its employees, (minority) Shareholders, customers, suppliers and creditors.

The Boards have also compared the continued success of Neways under the Offer to (i) the scenario in which Neways would continue on a standalone basis and (ii) Neways' continued success under strategic alternatives, including the public offer of VDL Groep B.V. (**VDL Groep**), as announced by VDL Groep on 28 May 2021 (the **VDL Groep Offer**).

While the Boards continue to view VDL Groep as a valuable partner, customer and shareholder, the VDL Groep Offer was considered to insufficiently reflect the strategic value of the Neways Strategy. Furthermore, the VDL Groep Offer was also deemed insufficient (i) from a financial

perspective and with a view to procuring the right conditions for future value creation by supporting the Neways Strategy and (ii) in terms of the non-financial covenants. These uncertainties were the main reason for the Boards not to support the VDL Groep Offer prior to the receipt of the expression of interest of Infestos Sustainability. The Boards concluded that the Offer reflects both a significantly higher offer price and more clarity on robust non-financial terms than the VDL Groep Offer, while giving more certainty in the absence of any obligation to file for merger clearance. Given the fact that Neways and Infestos Sustainability have agreed upon various (strategic) Non-Financial Covenants in which, *inter alia*, Infestos Sustainability fully supports and respects the Neways Strategy, including a clear governance to secure the Neways Strategy, the Boards unanimously determined that it would be appropriate to continue discussions with Infestos Sustainability with a view to reaching a definitive agreement.

Subsequently, Neways and Infestos Sustainability, with the assistance of their respective legal and financial advisers, engaged in discussions regarding the Merger Protocol. Various drafts and mark-ups were exchanged between Neways and Infestos Sustainability, including in particular the provisions of the Merger Protocol regarding the strategic rationale of the Offer and the Non-Financial Covenants, whereby the Boards have carefully considered the appropriate process and potential conflicts of interest.

As part of this process, the Boards, during several meetings and conference calls, together and also separately, intensively discussed Neways' interests, the best course for the continued success and long-term value creation of Neways and the interests of all stakeholders of Neways, taking into account the advice of its financial and legal advisers. More specifically, (i) ABN AMRO rendered financial advice and the Fairness Opinion to the Boards, to the effect that as of such date, and based upon and subject to the factors, assumptions, qualifications and other matters set forth in the Fairness Opinion (A) the Offer Price is fair, from a financial point of view, to the holders of Shares, and (B) the consideration to be paid and distributed under the Post-Closing Merger Restructuring is fair, from a financial point of view, to the holders of Shares, (ii) AXECO rendered financial advice to the Supervisory Board and (iii) AKD rendered legal advice to the Boards in respect of the terms and conditions of the Offer. At the end of the process, the Boards unanimously concluded that the Offer, and the actions and transactions contemplated in the Merger Protocol, are in the best interests of Neways and the continued success of its business, taking into account the interests of all stakeholders of Neways, among which its employees, (minority) Shareholders, customers, suppliers and creditors.

After careful consideration by the Boards, the Merger Protocol was agreed and signed on 24 June 2021 by Neways and Infestos Sustainability after close of trading at Euronext Amsterdam. On the same day Neways and Infestos Sustainability jointly published a press release announcing that they had reached a conditional agreement on an intended recommended public offer by Infestos Sustainability for all Shares on the terms as included in the joint press release, and that Infestos Sustainability had committed financing in place to fund the Offer. On 6 July 2021, VDL Groep announced that it had decided not to launch the VDL Groep Offer.

Infestos Sustainability assigned all its rights and obligations under the Merger Protocol to the Offeror. Infestos Sustainability shall remain jointly and severally liable with the Offeror for the proper performance of any and all obligations under the Merger Protocol.

4. THE BOARDS' STRATEGIC ASSESSMENT OF THE OFFER

4.1. Strategic rationale Offer

The Boards believe that the Transaction is in the best interest of Neways and the Neways Group, the continued and sustainable success and long-term value of its business, taking into account the interest of all its stakeholders, and that the Offeror becoming the majority shareholder of Neways will provide strategic and other benefits to Neways and the Neways Group and its business.

Neways' ambition is to outperform the core EMS competition, focusing on sustainable and profitable growth. Key to this is to transform into and act as a 'System Innovator' which enables Neways to become and remain a top-player in its industry, a life cycle partner to its customers and to lead with pride. Furthermore, the accelerated roll-out of Neways' 'One Neways' strategy is key to its future success.

The Offeror and Infestos Sustainability, with their expertise, fully support Neways in accelerating the 'One Neways' and 'System Innovator' strategy and transitioning into a best in class EMS enterprise. The Offeror and Infestos Sustainability support the Neways Group's strategic objectives in order to upgrade and grow its operations, to the extent possible on an accelerated basis. The Offeror and Infestos Sustainability intend to support Neways in the further development of leadership, craftsmanship and entrepreneurship in its operating companies. The Offeror and Infestos Sustainability further acknowledge the importance of the continuing development of talent and technological expertise among employees. The offeror within the meaning of Article 1:1 Wft concurs with the above.

The Offeror and Infestos Sustainability believe they can add long-term value through their track record, experience and expertise by supporting Neways on strategic, organisational, and operational matters through a consultancy agreement that will be entered into by the Offeror and Neways on arm's length terms, as soon as reasonably practicable after the Settlement Date (the **Consultancy Agreement**).

4.2. Boards' strategic assessment

The Boards have considered the strategic rationale and consequences for Neways and unanimously concluded that the Transaction is in the best interest of Neways and the Neways Group and the continued and sustainable success and long-term value of its business.

5. THE BOARDS' FINANCIAL ASSESSMENT OF THE OFFER

The Boards have considered a number of key financial aspects associated with the Offer as described below.

5.1. Offer Price

For each Tendered Share, the Offeror offers an amount in cash of EUR 14.55 (fourteen euro and fifty-five eurocents) cum dividend, without interest and less mandatory withholding tax payable under applicable law (if any) (the **Offer Price**). The Offer Price, based on various assumptions made by the Offeror in the Offer Memorandum, represents an equity value of approximately EUR 177.8 million.

5.2. Financial assessment

The Boards have carefully reviewed, with the assistance of their financial advisers, the Transaction and the Offer Price in light of the immediate, medium and long-term prospects and interests of Neways. In doing so, the Boards have carefully considered and taken into consideration a range of valuation methodologies and a number of key financial aspects associated with the Offer that are customarily used for such financial assessment.

Summarised below are the key valuation metrics taken into consideration by the Boards in their assessment of the Transaction and the Offer Price:

- discounted cash flow analysis based on publicly available historical financials and strategic outlook for Neways, as well as extrapolations;
- trading multiples analysis based on key financial metrics, whereby the Boards also took into account the comparability of Neways to the group of selected peer companies based on among others size and scale, product and service offering, sector focus and geographical presence;
- transaction multiple analysis based on key financial metrics based on selected transactions for which the valuation is publicly available and which are comparable with Neways in terms of, among others, size and scale, product and service offering, sector focus and geographical presence.

Furthermore, the Boards also took other considerations into account, including but not limited to:

- the Offeror's ability to fulfil its obligations under the Offer and Post-Closing Merger Restructuring through readily available liquid assets and cash (certainty of funds);
- the possibility of third parties making a Superior Offer if certain market conformity thresholds (as set out in Section 6.4.2) are met;
- the form of consideration to be paid to the Shareholders under the Offer is in cash, which will provide certainty of value and liquidity to the Shareholders; and
- the Offeror intending that Neways remains a prudently financed company, to safeguard the continuity of its business and the execution of Neways' current strategy.

5.3. Premiums to market price Shares

The Offer Price, as agreed between Neways and the Offeror, represents:

a. a premium of 33.5% to Neways' closing price per Share on Euronext Amsterdam on the Reference Date, being the undisturbed share price[1];

b. a premium of 55.5% to Neways' average daily volume weighted share price per Share on Euronext Amsterdam for the three (3) months prior to and including the Reference Date;

[1] The share price on 29 April 2021 is viewed as the undisturbed share price as this is the closing share price of the trading day prior to the day on which VDL and Neways issued a public statement about VDL's indicative proposal to make an offer for the Shares.

c. a premium of 65.3% to Neways' average daily volume weighted share price per Share on Euronext Amsterdam for the six (6) months prior to and including the Reference Date;

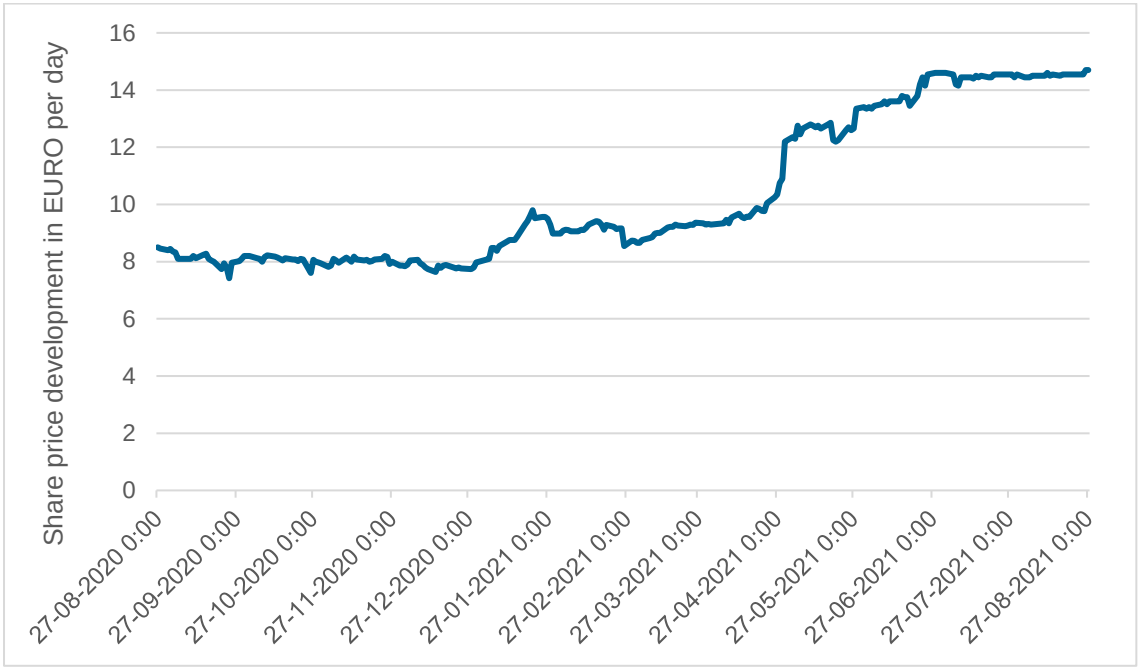
d. a premium of 68.7% to Neways' average daily volume weighted share price per Share on Euronext Amsterdam for the nine (9) months prior to and including the Reference Date; and

e. a premium of 74.6% to Neways' average daily volume weighted share price per Share on Euronext Amsterdam for the twelve (12) months prior to and including the Reference Date.

By comparison, the median premium to the undisturbed share price (i.e. closing share price one (1) trading day prior to the earlier of transaction announcement, or material, public speculation of a transaction, if any) is approximately 29% for voluntary full public cash offers by financial investors on Dutch companies listed on Euronext Amsterdam that were announced in the ten (10) years prior to the Reference Date. The selected transactions comprise the public offers for Mediq, UNIT 4, DE Master Blenders, HES Beheer, Exact, Crown van Gelder, Nutreco, Ten Cate, Royal Reesink, Refresco, Wessanen, VolkerWessels, NIBC, DPA and ICT Group.

5.4. Share price development

The graph below sets out the daily closing Share price development for Neways from 27 August 2020 to 27 August 2021:



5.5. Fairness Opinion

On 24 June 2021, ABN AMRO issued its fairness opinion to the Boards (the **Fairness Opinion**). The Fairness Opinion stated that, as of such date, and based upon and subject to the factors, assumptions, qualifications and other matters set forth in the Fairness Opinion (i) the Offer Price is fair, from a financial point of view, to the Shareholders and (ii) the consideration to be paid and distributed under the Post-Closing Merger Restructuring is fair, from a financial point of view, to the Shareholders.

The Boards have considered the Fairness Opinion in their financial assessment of the Offer. The Fairness Opinion was provided solely for the benefit of the Boards in connection with, and for the sole purpose of their evaluation of the Offer.

The summary of the Fairness Opinion in this Position Statement is qualified in its entirety by reference to the full text of the Fairness Opinion, which is included as Schedule 1 (*ABN AMRO Fairness Opinion*) to this Position Statement and sets out the assumptions made, procedures followed, matters considered, and qualifications and limitations on the review undertaken by ABN AMRO in preparing the Fairness Opinion. However, neither ABN AMRO's Fairness Opinion or any summary of this, nor any analyses set out in this Position Statement constitutes a recommendation by ABN AMRO to any Shareholder on how that Shareholder should vote or act on the Offer or any other matter.

5.6. Boards' financial assessment

Based on the above considerations, and on their experience and advice obtained from their financial advisers, the Boards have concluded that, from a financial point of view:

a. the Offer Price is fair to the Shareholders; and

b. the consideration to be paid and distributed under the Post-Closing Merger Restructuring, if any, is fair to the Shareholders.

6. THE BOARDS' NON-FINANCIAL ASSESSMENT OF THE OFFER

In their decision-making process, the Boards also considered a number of material non-financial aspects associated with the Offer.

In light of the Offer, Neways and the Offeror agreed upon various non-financial arrangements, which are outlined in this Section 6.

6.1. Non-financial covenants

Neways and the Offeror agreed upon the following set of non-financial covenants which were formalised in the Merger Protocol (the **Non-Financial Covenants**).

a. Neways Strategy

1. The Offeror shall support and respect Neways' current business and investment strategy ‘One Neways’ as described in Neways' 2020 annual report and the positioning of Neways as 'System Innovator' (the **Neways Strategy**).

2. The realization of the Neways Strategy will be achieved by means of the following:

   i. The Offeror's goal is to provide Neways with the backing, expertise and support to accelerate this strategy and support Neways in its transition into a best in class EMS enterprise benefiting Neways' shareholders, employees, customers and other stakeholders;

   ii. The Offeror supports the Neways Group's three main strategic objectives in order to upgrade and grow its operations, to the extent possible on an accelerated basis, these being Customer Intimacy, Technology Leadership and

Operational Excellence. The Offeror intends to support these objectives by supporting Neways in the further development of leadership, craftsmanship and entrepreneurship in the operating companies. The Offeror further acknowledges the importance of the continuing development of talent and technological expertise among employees;

iii. The Offeror is a sustainable investment company focusing on long-term growth that has the experience and expertise to be able to provide Neways and its business with support on strategic, organisational and operational matters through the Consultancy Agreement;

iv. The Offeror believes the key elements under subparagraphs i to iii above can be adequately supported, deployed or achieved, as the case may be, whilst Neways remains a publicly listed company, as this enables Neways to retain its independent position, to incentivise the existing and future management team and senior staff, and to continue to attract talent to join its workforce in the future, aligning their interests with other shareholders of Neways, and Neways keeps access to the capital markets to support potential capital raises in the future.

3. The realisation of the Neways Strategy includes the acceleration thereof to become a best in class EMS enterprise by:

   i. focusing on growing customer segments;

   ii. focusing on assisting customers at all stages of the life cycle of their products or systems;

   iii. increasing Neways' brand recognition as an attractive high-tech employer;

   iv. professionalising account management vis-à-vis Neways' customers;

   v. operational excellence (increase operating performance and optimize global footprint);

   vi. investing in the required capital expenditures for the currently planned development of a production facility in Slovakia; and

   vii. leveraging Neways' position in the capital markets.

4. Following Settlement, the Offeror shall work with Neways to grow the business in a manner that reflects the Neways Strategy.

5. The Offeror will support the Neways Group in furthering its current corporate social responsibility strategy as included in Neways' 2020 annual report.

b. Financing

The Offeror confirms its intention that Neways will remain prudently financed to safeguard the continuity of the business and the execution of its current strategy.

c. Organisation and legal structure

1. The Offeror shall not break up the Neways Group or its business units, unless proposed by the Management Board. The Offeror does not intend to pursue any divestments of business units.

2. The Offeror shall procure that Neways will remain a separate legal entity and will not be integrated or combined with portfolio companies of Infestos. The Offeror will remain the main holding company of Neways' current and future subsidiaries and operations.

3. Neways or its legal successor, together with their respective subsidiaries, will have their own operating and reporting structure. The management of Neways or its legal successor remains responsible for managing the Neways Group and its businesses, subject to Neways' applicable rules and regulations.

4. Neways' headquarters, central management and its key support functions, from time to time, will remain at its current headquarters at Science Park Eindhoven in Son, the Netherlands.

5. The Offeror shall support and respect that the Neways Group shall maintain its corporate identity, values and culture.

6. The Offeror shall support and respect that Neways shall continue to apply the names and logos of the key brands of Neways.

d. Governance

1. At Settlement, the Management Board will consist of the current members of the Management Board, being Eric Maxim Stodel, Steven Soederhuizen and Paulus Henricus Johannes de Koning.

2. The Offeror and Neways agree that Neways shall continue to apply the full large company regime (*volledig structuurregime*).

3. As long as Neways' Shares remain listed on Euronext Amsterdam, the Offeror shall procure that Neways shall continue to comply with the current Dutch Corporate Governance Code, except for (i) current deviations and (ii) deviations from the aforementioned codes that find their basis in the Merger Protocol.

e. Employees

1. The existing rights and benefits of the Neways Group's employees shall be respected by the Offeror, including existing rights and benefits under their individual employment agreements, social plans, and including existing rights and benefits under existing covenants made to the works councils.

2. There will be no material reorganisations or restructuring plans resulting in material redundancies with respect to Neways' employees as a direct consequence of the Offer.

3. The Offeror shall procure that the existing pension arrangements and the pension rights of the Neways Group's current and former employees shall be respected by the Offeror.

4. The Offeror recognises the existing rights of and arrangements with the relevant works councils and trade unions of the Neways Group under the DCC, the Dutch Works Council Act (*Wet op de ondernemingsraden*) and the Articles of Association and the covenants with the relevant works councils and Neways, and shall respect these rights.

5. The Offeror respects and supports a culture of excellence at the Neways Group, where qualified employees are offered attractive training and career progression.

f. Minority shareholders

The Offeror shall procure that as long as it is a majority shareholder of Neways and Neways has minority shareholders, no member of the Neways Group shall take any of the following actions:

i. agree to and enter into a related party transaction with any shareholder or an affiliate person of such shareholder which is not at arm's length; and

ii. take any other action which disproportionately prejudices the value of, or the rights relating to, the minority's shareholding.

6.2. Duration, benefit and enforcement of Non-Financial Covenants

The Offeror shall comply with the Non-Financial Covenants which will expire three (3) years after the Settlement Date (the **Non-Financial Covenants Period**), except for the Non-Financial Covenant referred to under Section 6.1f (*Minority Shareholders*) above, which will cease to apply on the earliest of the date on which (i) the Offeror and its Affiliates hold 100% of Neways' aggregate issued and outstanding ordinary share capital on a Fully Diluted basis (excluding Treasury Shares); (ii) the Squeeze-Out is irrevocably initiated for at least the Offer Price; and (iii) following the Post-Closing Merger Restructuring, the holders of the Shares have received the advanced liquidation distribution.

The Non-Financial Covenants are made to Neways as well as, by way of an irrevocable third party stipulation for no consideration (*onherroepelijk derdenbeding om niet*), to each of the Independent Supervisory Board Members and regardless of whether he or she is in office or dismissed, provided that after dismissal, the dismissed Independent Supervisory Board Member(s) must assign the benefit of such stipulation to any new Independent Supervisory Board Member in function, unless such dismissal is successfully challenged by such Independent Supervisory Board Member. The Offeror hereby agrees in advance to the assignment of the benefit of this undertaking by any Independent Supervisory Board Member to its successor. The Offeror will bear all costs and expenses relating to the enforcement of the Non-Financial Covenants by the Independent Supervisory Board Members.

Any deviation from the Non-Financial Covenants shall require the prior approval of the Supervisory Board, including the affirmative vote of at least one (1) of the Independent Supervisory Board Members. The Offeror shall furthermore ensure that amendments of the Supervisory Board regulations of Neways that relate to matters contemplated in Section 6.1 require the prior approval of at least one (1) of the Independent Supervisory Board Members.

6.3. Composition Supervisory Board

Subject to the Offer being declared unconditional (*gestanddoening*) and the Resolutions having been adopted at the EGM, the Supervisory Board will as of the Settlement Date consist of:

a. Mr Riefel and Mr Van Roij as new members of the Supervisory Board nominated by the Offeror; and

b. Mr Scheepers (Chair), Mr Büthker and Ms De Jong, each qualifying as independent within the meaning of the Dutch Corporate Governance Code, who will each continue to serve on the Supervisory Board (the **Independent Supervisory Board Members**) and the current chair shall continue to act as chair of the Supervisory Board (the **Chair**),

provided that, in the event that the Offeror holds 70% or more of the outstanding Shares after Settlement, the Supervisory Board will be composed as follows:

a. Mr Riefel, Mr Van Roij and Mr Scheepers (who will continue as Chair) as members of the Supervisory Board nominated by the Offeror; and

b. Mr Büthker and Ms De Jong as the Independent Supervisory Board Members.

In their position as members of the Supervisory Board, the Independent Supervisory Board Members shall monitor and protect the interests of Neways, its business and all of Neways' stakeholders. The Independent Supervisory Board Members shall be particularly tasked with monitoring the compliance with the Non-Financial Covenants and the fair treatment of minority shareholders of Neways, in particular when material transactions between Neways and the Offeror or an Affiliate of the Offeror are considered.

The Independent Supervisory Board Members will continue to serve on the Supervisory Board for at least the Non-Financial Covenants Period. After the duration of the Non-Financial Covenants, the Supervisory Board shall:

a. for as long as the Offeror holds less than 70% of the outstanding Shares, continue to have at least three (3) members that are considered independent within the definition of the Dutch Corporate Governance Code and two (2) Supervisory Board members that are nominated by the Offeror, or

b. for as long as the Offeror holds 70% or more of the outstanding Shares, continue to have two (2) members that are considered independent within the definition of the Dutch Corporate Governance Code and three (3) Supervisory Board members nominated by the Offeror.

6.4. Certain other considerations and arrangements

During the discussions and negotiations leading up to the execution of the Merger Protocol, Neways considered certain matters and negotiated certain terms, conditions and other aspects of the Transaction, also in respect of the interests of all Shareholders, including the interests of the Shareholders not tendering their Shares under the Offer. These considerations, terms, conditions and other aspects include the following.

6.4.1. Acceptance Threshold

The number of Tendered Shares, together with any Shares directly or indirectly owned by the Offeror Group or committed in writing to any member of the Offeror Group, and any Shares to which the offeror within the meaning of Article 1:1 Wft is entitled (*gekocht maar niet geleverd*), subject to the Offer being declared unconditional, must represent as at the Closing Date at least 60% of the Shares on a Fully Diluted basis (excluding any Treasury Shares), or such lower amount as determined by the Offeror after consultation with the Boards but with a minimum of 50.01% of the Shares on a Fully Diluted basis (excluding any Treasury Shares) as at the Closing Date (the **Acceptance Threshold**).[2]

If, however, following Settlement, the Offeror holds at least 85% of the Shares, the Offeror may, on the terms set out in the Merger Protocol, pursue a delisting of the Shares and determine to implement (i) the Squeeze-Out (if the aggregate number of Tendered Shares is equal to or greater than 95% of the Shares on a Fully Diluted basis (excluding Treasury Shares)) or (ii) the Post-Closing Merger Restructuring (each as further defined and outlined in Section 7), with the intention to acquire 100% of the Shares. In such case, the Offeror and Neways also see merits and benefits in pursuing the implementation and acceleration of the Neways Strategy and other strategic benefits set out in this Position Statement in a fully owned private set-up after delisting.

6.4.2. (Potential) Superior Offer

Neways has agreed with the Offeror various important arrangements with respect to a (potential) Superior Offer (as defined below) and termination of the Merger Protocol. All these arrangements are customary for a transaction like the one contemplated by the Offeror and do not prohibit a *bona fide* third party to make a Superior Offer. These arrangements will be summarized in this Section 6.4.2. Reference is also made to section 6.20 of the Offer Memorandum.

In the event that a Potential Superior Offer (as defined below) is received by Neways, it shall promptly (and in any event within one (1) Business Day) notify the Offeror of the content of the Potential Superior Offer as well as Neways' reasons for determining that such offer is a Potential Superior Offer (the **First Notice**).

In the event that a Potential Superior Offer received by Neways is not in breach of section 6.19 of the Offer Memorandum and after having given the First Notice, subject to the terms and conditions of the Merger Protocol, Neways and its respective directors, officers and advisers acting on its behalf may:

a. consider such Potential Superior Offer; and

b. engage in discussions or negotiations regarding such Potential Superior Offer for a reasonable period which will in any event not exceed ten (10) Business Days starting on the date of the Offeror's receipt of the First Notice; and

c. provide non-public, confidential information to the third party making the Potential Superior Offer, provided that such third party will receive the same information as provided to the Offeror, except if and to the extent the Boards determine, taking into account their fiduciary duties and having consulted their financial and legal advisers, that the third party reasonably requires additional information to be able to make a Superior Offer. In that case,

[2] The fully diluted share capital of Neways consists of 12,270,134 ordinary shares including 12,217,634 Shares outstanding on the date of this Position Statement plus the 52,500 shares that could be issued if all 52,500 options described in Section 7.10(d)(ii) of the Offer Memorandum are exercised.

the Offeror will simultaneously receive the same additional information provided to such third party. Neways shall not provide any information or data to any person in connection with such Potential Superior Offer, before the proposing party has first signed a confidentiality agreement on terms no less stringent than those of the Confidentiality Agreement; and

d. subject to the Boards' obligation not to make an Adverse Recommendation Change, make any public announcement in relation to a Potential Superior Offer to the extent required under Applicable Laws,

provided that during the period referred to in Section 6.4.2b, Neways shall continue to cooperate with and support the Offer and Transaction in accordance with the terms and conditions of the Merger Protocol.

An **Alternative Proposal** is any offer or proposal for, or any indication of interest in, which through one or several transactions may result in:

a. any direct or indirect acquisition of all or a material part of the Shares, or leading to a holding of all or a material part of the voting rights in Neways' shareholder meeting;

b. any direct or indirect acquisition of Shares as may trigger a mandatory offer (*verplicht bod*) for Neways under Applicable Laws;

c. any public offer relating to Shares; or

d. any direct or indirect acquisition of the whole or a material part of the business or assets of Neways, the shares in a member of the Neways Group or any material part of the business or assets of a member of the Neways Group,

in each case, whether by direct or indirect acquisition or purchase, subscription, merger, demerger, reorganisation, contribution, joint venture, share exchange, consolidation, business combination, recapitalisation, liquidation, dissolution or similar transaction involving Neways or any other member of the Neways Group, with a person other than the Offeror or any of its Affiliates.

A **Potential Superior Offer** is an unsolicited written Alternative Proposal to make a (public) offer for all Shares or for all or substantially all of the business or assets of Neways, or a legal merger or other transaction involving a change of control of Neways, made by a party who, in the reasonable opinion of the Boards, taking into account their fiduciary duties, is a *bona fide* third party, and which proposal, in the reasonable opinion of the Boards, is reasonably likely to qualify as or evolve into a Superior Offer.

An Alternative Proposal will be a **Superior Offer** if all of the following conditions are met:

a. the Alternative Proposal did not result from a breach of section 6.19 of the Offer Memorandum and is a *bona fide* unsolicited written offer or proposal for or in respect of (A) a full public offer (*volledig bod*) or mandatory offer (*verplicht bod*) for the Shares, (B) a legal merger resulting in control over all or substantially all the Shares, or (C) an acquisition of all or substantially all of the business or assets of Neways, by a party who, in the reasonable opinion of the Boards, is a *bona fide* party;

b. in the reasonable opinion of the Boards, taking into account their fiduciary duties and having consulted their financial and legal advisers, the Alternative Proposal is substantially

more beneficial to Neways, the continued and sustainable success of its business and its shareholders, employees and other stakeholders than the Offer and the Transaction (taking into account any improved terms that the Offeror may have offered), taking into account the strategic rationale for the Transaction, the overall terms and conditions set out in the Merger Protocol (including the deal certainty aspects such as the Acceptance Threshold) and taking into account the overall terms and conditions of such Alternative Proposal and the certainty and timing thereof, including the Offer Conditions, level and nature of consideration, certainty of financing, the position of the employees, other matters contemplated by the Non-Financial Covenants, and compliance with antitrust laws and regulatory requirements and the transaction structure;

c. the total consideration payable to the Shareholders per Share in connection with such Alternative Proposal (including any dividend proposed to be effected in connection therewith) exceeds the Offer Price by at least ten (10)%;

d. the Alternative Proposal is legally binding on the third party such that the third party has conditionally committed itself to Neways to announce the Alternative Proposal within one (1) week, and in the event of a full public offer make the Alternative Proposal within eight (8) weeks in accordance with the Decree and in any event within the timeframes applicable as set out in the Decree and the Wft; and

e. the consideration payable in the Alternative Proposal may not consist of any securities that are not publicly traded on a regulated market.

6.4.3. Matching Right

If a Potential Superior Offer has been determined by the Boards to constitute a Superior Offer, Neways shall notify the Offeror in writing promptly (but in any event within one (1) Business Day) of the contents of such a Superior Offer as well as Neways' reasons for determining that such offer is a Superior Offer (the **Second Notice**).

Without prejudice to the Offeror's ongoing rights, but not obligation, to propose improvements and revisions to the Offer after the date of the execution of the Merger Protocol, the Offeror shall have ten (10) Business Days following the date on which it has received the Second Notice (the **Matching Offer Period**) to make a revision of the Offer and to match the Superior Offer by submitting in writing to the Boards a revision of the Offer within said ten (10) Business Days (the **Matching Right**). During the Matching Offer Period, Neways will continue to cooperate with and support the Offer and Transaction in accordance with the terms and conditions of the Merger Protocol.

If the Offeror does not match the Superior Offer within the Matching Offer Period, Neways may accept the Superior Offer and, provided that Neways at the same time enters into the final and binding transaction agreement with such *bona fide* third party making the Superior Offer, the Boards will have the right, but will not be obliged, to effect an Adverse Recommendation Change and to withdraw or, as applicable, modify the Position Statement. If Neways accepts the Superior Offer, which acceptance shall be communicated to the Offeror by Neways as soon as possible but within one (1) Business Day following the last day of the Matching Offer Period, each Party will be entitled, but will not be obliged, to terminate the Merger Protocol in accordance with section 6.21 of the Offer Memorandum.

6.4.4. Termination fees

Neways shall pay to the Offeror (or its Affiliate) a termination fee of EUR 2,250,000 net in cash, without defences or set-off of any kind (the **Termination Fee**) as compensatory damages if:

a. the Merger Protocol is terminated pursuant to (i) a material breach of the Merger Protocol such that the Offer Conditions are not capable of being satisfied on the Long Stop Date, (ii) the Offeror has not matched any Superior Offer and Neways, promptly after the termination of the Merger Protocol, enters into a definitive agreement with respect to the Superior Offer or (iii) the Offeror has not matched any Superior Offer and the Boards or any Boards Member effects an Adverse Recommendation Change; or

b. following termination of the Merger Protocol Neways enters into an Alternative Proposal within six (6) months as of termination of the Merger Protocol.

The Offeror shall pay Neways a termination fee of EUR 2,250,000 net in cash, without defences or set-off of any kind (the **Reverse Termination Fee**), as compensatory damages, if the Merger Protocol is terminated by notice in writing by Neways to the Offeror if all Offer Conditions have been satisfied or waived and Settlement has not taken place on the Settlement Date.

6.5. Boards' non-financial assessment

Taking into account all the above considerations and an evaluation (with the assistance of the financial and legal advisors of Neways) of the non-financial considerations of the Offer, the Boards have unanimously concluded that, overall, the Offer and the arrangements included in the Merger Protocol are in the best interest of Neways, its business and the continued and sustainable success thereof and its stakeholders.

7. POST-CLOSING RESTRUCTURING

Taking into account the strategic rationale of the Offer (see Section 4.1), Neways has acknowledged that the Offeror aims to own at least sixty percent (60%) or in any event a majority (50.01%) of the Shares (see Section 6.4.1) and to conclude the Consultancy Agreement with Neways, but that in certain circumstances, provided the Post-Closing Restructuring Threshold (as defined below) is reached, Neways and the Offeror also see merits and benefits in the Offeror acquiring 100% of the Shares or Neways' assets and operations by means of the Squeeze-Out or Post-Closing Merger Restructuring and pursue a delisting of the Shares.

The Merger Protocol provides several restructuring measures in order to allow the Offeror to take certain steps to acquire 100% of the Shares or Neways' assets and operations. The different possibilities are described below in this Section 7. For a complete understanding of such possibilities, reference is made to section 6.11 of the Offer Memorandum.

7.1. Statutory Squeeze-Out proceedings

If, following the Settlement Date and, if applicable, the Post-Closing Acceptance Period, the aggregate number of Tendered Shares is equal to or greater than 95% of Neways' aggregate issued and outstanding ordinary share capital (*geplaatst en uitstaand gewoon aandelenkapitaal*) on a Fully Diluted basis (excluding Treasury Shares), the Offeror may commence a compulsory acquisition procedure (*uitkoopprocedure*) in accordance with Article 2:92a or 2:201a of the DCC or the takeover buy-out procedure in accordance with Article 2:359c of the DCC to purchase from the Shareholders that have not tendered their Shares under the Offer by the filing of a writ of summons

with the Enterprise Chamber (the **Squeeze-Out**). Neways shall provide the Offeror with any assistance as may be required, including, if needed, joining such proceedings as co-claimant.

In the Squeeze-Out, any remaining minority Shareholders of Neways will be offered the Offer Price for their Shares unless there would be financial, business or other developments or circumstances that would justify a different price (including a reduction resulting from the payment of any Distribution) in accordance with, respectively, Article 2:92a, paragraph 5 or Article 2:359c, paragraph 6 of the DCC.

7.2. Post-Closing Merger Restructuring

7.2.1. Rationale of the Post-Closing Merger Restructuring

The Boards have, together with their financial and legal advisers, carefully considered the Offeror's position and the Post-Closing Merger Restructuring proposed. The Boards acknowledge that the Offeror aims to own at least 60% or in any event a majority (50.01%) of the Shares and to conclude the Consultancy Agreement with Neways, but that in certain circumstances, provided that the Post-Closing Restructuring Threshold (as defined below) is reached, the Boards also see merits and benefits in, and therefore support, the Offeror acquiring 100% of the Shares or Neways' assets and operations by means of the Squeeze-Out or Post-Closing Merger Restructuring and pursuing a delisting of the Shares. This view is based on various factors, *inter alia*:

a. the ability to achieve the strategic benefit of the Transaction and enhance the continued and sustainable success of Neways' business in an expeditious manner in a private environment in a fully owned set-up after delisting;

b. the fact that having a single shareholder and operating without a public listing increases Neways' ability to achieve the goals and implement the actions of its strategy and reduces Neways' costs (e.g. there will no longer be a requirement for physical general meetings);

c. the ability of Neways and the Offeror to terminate the listing of the Shares from Euronext Amsterdam, and all cost and other savings resulting therefrom (e.g. the costs savings associated with publishing separate annual accounts and requirements for physical general meetings);

d. the ability to achieve a more efficient capital structure (both from a tax and financing perspective, including the ability to form a fiscal unity between the Offeror and Neways), which would, amongst others, facilitate intercompany transactions and dividend distributions; and

e. the ability to implement and focus on achieving the long-term strategic goals of Neways, as opposed to short-term performance driven by regular public reporting.

7.2.2. Description of the Post-Closing Merger Restructuring

The structure comprises a statutory triangular merger (*juridische driehoeksfusie*) in accordance with Article 2:309 et seq. and Article 2:333a of the DCC of Neways with Company Holdco and Company Holdco's direct wholly-owned subsidiary, Company Sub, whereby each Shareholder will come to hold a number of shares in the capital of Company Holdco equal to the number of the Shares held by such shareholder immediately prior to the completion of the statutory triangular merger (the **Triangular Merger**). The various steps which are envisaged by the Post-Closing Merger Restructuring are set out in more detail below.

I. *Preparatory steps*

Prior to the date of this Position Statement, Neways has agreed to undertake various preparatory steps in order to facilitate the Post-Closing Merger Restructuring.

Neways has incorporated Company Holdco as a wholly-owned subsidiary of Neways and Company Holdco has incorporated Company Sub as a wholly owned subsidiary of Company Holdco. Each of Company Holdco and Company Sub is incorporated for the sole purpose of the Post-Closing Merger Restructuring.

In addition, the Management Board has prepared, and the Boards have resolved to adopt and sign a merger proposal (the **Merger Proposal**) for a statutory triangular merger (*juridische driehoeksfusie*) of Neways (as disappearing company) with and into Company Sub (as acquiring company), with Company Holdco allotting shares to Neways' Shareholders in accordance with Article 2:309 et seq. of the DCC.

On or around the date of this Position Statement, Neways filed the Merger Proposal and all ancillary documents required by applicable rules with the trade register of the Chamber of Commerce. Copies of the Merger Proposal and all ancillary documents required by applicable rules are available at the offices of Neways. Neways announced in a Dutch national newspaper that the filing has been made and that such copies are made available.

II. *Conditions effectuation Post-Closing Merger Restructuring*

The Offeror may, at its discretion and after reasonable consultation with Neways, decide to pursue the Post-Closing Merger Restructuring, subject to:

a. the Offeror having declared the Offer unconditional;

b. Settlement having occurred;

c. the number of Shares validly tendered in accordance with the terms of the Offer (including, if applicable, Shares tendered during the Post-Closing Acceptance Period) and not properly withdrawn, together with the Shares owned by the Offeror or any of its Affiliates, being at least 85% of Neways' aggregate issued and outstanding ordinary share capital (*geplaatst en uitstaand aandelenkapitaal*) on a Fully Diluted basis (excluding Treasury Shares) as at the Closing Date (such percentage, or such lower percentage as the Boards may agree to after a re-evaluation (see below) (the **Post-Closing Restructuring Threshold**); and

d. the Post-Closing Merger Resolutions having been adopted at the EGM and being in full force and effect.

III. *Effectuation Post-Closing Merger Restructuring*

If the aforementioned conditions have been fulfilled and the Offeror determines to implement the Post-Closing Merger Restructuring, Neways shall procure that the following actions will be performed (in the order as stipulated below):

1. Neways, Company Holdco and Company Sub will effectuate the Triangular Merger by means of the execution of a notarial deed of merger as soon as practically possible after the Offeror's decision to pursue the Post-Closing Merger Restructuring;

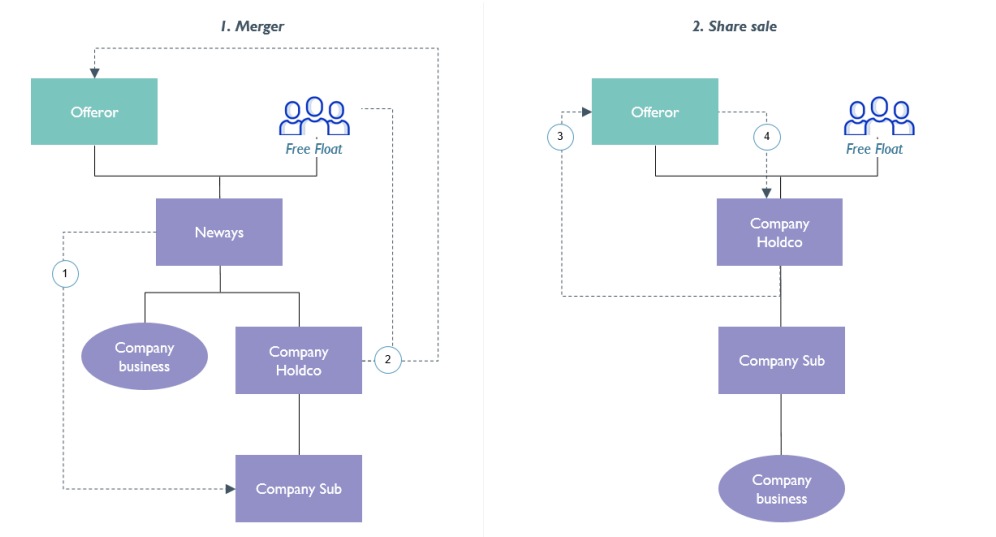
2. the Offeror will enter into a share sale agreement with Company Holdco pursuant to which all shares in the capital of Company Sub will be sold and, pursuant to a notarial deed, transferred (*geleverd*) by Company Holdco to the Offeror immediately after the Triangular Merger becoming effective to the Offeror (the **Share Sale**) against payment of a purchase price equal to the Offer Price multiplied by the aggregate number of Shares (excluding Treasury Shares) outstanding;

3. Neways as sole shareholder of Company Holdco will, subject to and following the completion of the Share Sale, (A) resolve to dissolve (*ontbinden*) and liquidate (*vereffenen*) Company Holdco in accordance with Article 2:19 of the DCC (the **Liquidation**), (B) appoint the liquidator(s) (*vereffenaar(s)*) of Company Holdco in accordance with Article 2:19 of the DCC and approve reimbursement of the liquidator's reasonable salary and costs, and (C) appoint Company Sub as the custodian of the books and records of Company Holdco in accordance with Article 2:24 of the DCC; and

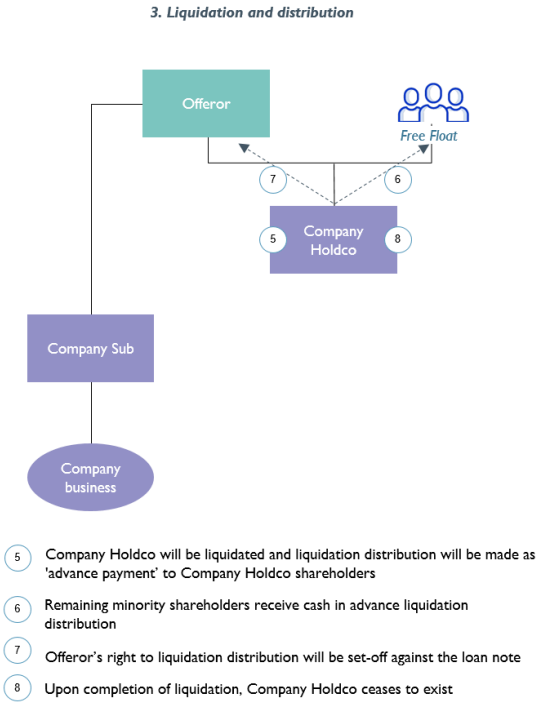
4. Neways shall ensure that the liquidator will, as soon as practicably possible after the dissolution (*ontbinding*) becomes effective, arrange for an advance liquidation distribution (the **Liquidation Distribution**) to the shareholders of Company Holdco, whereby such Liquidation Distribution (A) is intended to take place on or about the date the Share Sale is completed and (B) result in a payment per share in the capital of Company Holdco that is to the fullest extent possible equal to the Offer Price, without any interest and subject to any applicable tax.

IV. *Schematic overview Post-Closing Merger Restructuring*

Below is a schematic overview of the intended key steps relating to the Post-Closing Merger Restructuring:



1. Neways merges into Company Sub
2. As part of the merger, Company Holdco allots shares to former Neways shareholders (the Offeror and remaining minority shareholders). Exchange ratio of 1:1 (for each Neways share, one Company Holdco share)
3. Company Holdco sells and transfers Company Sub shares to the Offeror
4. The Offeror pays for the Company Sub shares the Offer Price multiplied by the number of Shares immediately prior to the Merger, partly in cash (equal to % of outstanding shares not held by the Offeror) and remainder by way of a loan note



V. *Re-evaluation*

In the event that after Settlement, the Offeror holds less than 85% of Neways' aggregate issued and outstanding ordinary share capital (*geplaatst en uitstaand aandelenkapitaal*) on a Fully Diluted basis (excluding Treasury Shares) the Boards and the individual members of the Boards shall no longer be under the obligation to cooperate with the Post-Closing Merger Restructuring, but the Boards shall have the right to re-evaluate the Post-Closing Merger Restructuring and whether to nevertheless proceed with it in light of the then prevailing circumstances if the Offeror still wants to pursue the Post-Closing Merger Restructuring.

7.2.3. Other Post-Closing Measures

Without prejudice to the foregoing Sections 7.1 through 7.2.2 and subject to the Non-Financial Covenants set forth in Section 6.1, if the Offeror declares the Offer unconditional (*gestand wordt gedaan*), the Offeror shall be entitled to effect or cause to effect any other restructuring of the Neways Group for the purpose of achieving an optimal operational, legal, financial and/or fiscal structure in accordance with the Applicable Laws, some of which may have the side effect of diluting the shareholding of any remaining minority shareholders of Neways, including (the **Post-Closing Measures**):

a. a subsequent public offer for any Shares held by minority shareholders;

b. a delisting of the Shares from Euronext Amsterdam and terminate the listing agreement between Neways and Euronext Amsterdam N.V. in relation to the listing of the Shares;

c. a statutory cross-border or domestic (bilateral or triangular) legal merger (*juridische (driehoeks-)fusie*) in accordance with Article 2:309 et seq. of the DCC between Neways as the disappearing entity and the Offeror and/or any other Affiliate of the Offeror as the surviving entity;

d. a statutory legal demerger (*juridische splitsing*) of Neways in accordance with Article 2:334a et seq. of the DCC;

e. a contribution of cash and/or assets by the Offeror or by any Affiliate of the Offeror in exchange for ordinary shares in the share capital of Neways, in which circumstances the pre-emptive rights (*voorkeursrechten*), if any, of minority shareholders of Neways may be excluded;

f. a distribution of proceeds, cash and/or assets to the shareholders of Neways or share buybacks;

g. a sale and transfer of assets and liabilities by the Offeror or any of its Affiliates to any member of the Neways Group, or a sale and transfer of assets and liabilities by any member of the Neways Group to the Offeror or any of its Affiliates;

h. the conversion of Neways into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*);

i. any transaction between Neways and the Offeror or their respective Affiliates on terms that are not at arm's length;

j. any transaction, including a sale and/or transfer of any material asset, between Neways and its Affiliates or between Neways and the Offeror or their respective Affiliates with the objective of using any carry forward tax losses available to Neways, the Offeror or any of their respective Affiliates;

k. any transactions, restructurings, share issuances, procedures and/or proceedings in relation to Neways and/or one or more of its Affiliates required to effect the aforementioned objectives; or

l. any combination of the foregoing.

The Offeror has agreed with Neways that, in effecting any Post-Closing Measure, due consideration will be given to the requirements of Applicable Laws, including the fiduciary duties of the Boards to promote the continued and sustainable success of Neways, its business and also the interests of all stakeholders including any minority shareholders of Neways, and the requirement of the Supervisory Board to form its independent view of the relevant matter.

If any proposed Post-Closing Measure could reasonably be expected to lead to a dilution of the shareholdings of the remaining minority shareholders or any other form of unequal treatment which could prejudice or negatively affect the value of the Shares held by the remaining minority shareholders or their reasonable interests, other than (A) pursuant to a rights issue or any other share issue where they have been offered a reasonable opportunity to subscribe pro rata to their then existing shareholding, (B) any shares issued to a third party not being an Affiliate of Neways or the Offeror, (C) the Squeeze-Out or (D) the Post-Closing Merger Restructuring, then the affirmative vote of at least one (1) of the Independent Supervisory Board Members shall be required prior to the implementation of any such Post-Closing Measure.

7.2.4. Boards' assessment of the Post-Closing Merger Restructuring

The Boards have, together with their financial and legal advisers, carefully performed an analysis of the position of all Neways' stakeholders in connection with the envisaged Post-Closing Merger Restructuring. This analysis is based on various factors:

7.2.4.1. Shareholders

It is the fiduciary duty of the Boards to facilitate the successful consummation of the Offer if the Boards have concluded that the Transaction is in the best interest of Neways and its stakeholders, among which its employees, (minority) Shareholders, customers, suppliers and creditors. The Post-Closing Merger Restructuring is a proportionate measure in order to reach the strategic, financial and non-financial objectives of the Offer.

The Post-Closing Merger Restructuring provides a fair and realistic cash exit to the Shareholders (other than the Offeror) that did not tender their Shares, at the fair Offer Price, to the fullest extent possible. Minority Shareholders will obtain a cash exit soon after the Offer has been declared unconditional, giving these Shareholders the ability to apply the cash at their discretion. The consideration paid to the minority Shareholders pursuant to the Post-Closing Merger Restructuring will be to the fullest extent possible equal to the Offer Price, without any interest and subject to any applicable tax.

The Boards have received the Fairness Opinion (from ABN AMRO) on the Offer Price and the consideration payable by the Offeror under the Post-Closing Merger Restructuring, which Fairness Opinion stated that, as of that date, and based on and subject to the factors, assumptions, qualifications and other matters set out in Fairness Opinion the consideration to be paid and distributed under the Post-Closing Merger Restructuring is fair, from a financial point of view, to the Shareholders. For the full text of the Fairness Opinion, reference is made to Schedule 1 (*ABN AMRO Fairness Opinion*) to this Position Statement.

7.2.4.2. Employees

The Boards have carefully considered the position and the role of the employees of Neways in the Transaction, including in the Post-Closing Merger Restructuring, taking into account that the Non-Financial Covenants (including those relating to employees as included in Section 6.1e) will remain in full force and effect for the period set out in Section 6.2. Based on such consideration, the Boards concluded that the Post-Closing Merger Restructuring will not negatively affect the position of the Neways Group's employees.

In addition, the Central Works Council has rendered a positive advice regarding the Post-Closing Merger Restructuring as part of the Offer on 9 July 2021.

7.2.4.3. Other stakeholders

The Post-Closing Merger Restructuring will not negatively affect the position of other stakeholders of Neways, such as customers, suppliers and/or creditors.

7.2.4.4. Overall assessment

Based on all the above consideration, the Boards believe that agreeing to the Post-Closing Merger Restructuring, subject to the agreed conditions, is the interest of the continued and sustainable success of the Neways Group and all its stakeholders, including the (minority) Stakeholders.

8. FINANCIALS

Reference is made to section 13 of the Offer Memorandum (*Financial information Neways*), which includes the financial information as required by Annex G of the Decree.

9. CONSULTATION EMPLOYEE REPRESENTATIVE BODIES

9.1. Central Works Council

The Central Works Council was informed of, and consulted on, the Transaction. The Central Works Council has rendered a positive advice regarding the Transaction, including the Post-Closing Merger Restructuring, on 9 July 2021.

9.2. SER and trade unions

The secretariat of the Social Economic Council (*Sociaal-Economische Raad*) and the relevant trade unions have been informed in writing of the Offer in accordance with the *SER Fusiegedragsregels 2015* (the Dutch code in respect of informing and consulting of trade unions).

10. OVERVIEW OF SHARES HELD, SHARE TRANSACTIONS AND SHARE PARTICIPATION PLAN

10.1. Overview of Shares, options and Performance Shares held

10.1.1. Information on Shares

As per the date of this Position Statement, Shares are held by the Boards Members as shown in the following table. By tendering their Shares under the Offer, the Boards Members will receive the proceeds specified in the table.

Boards Member	Number of Shares	Total proceeds based on Offer Price (EUR 14.55)
Mr P.H.J. de Koning	29,225	EUR 425,224
Mr S. Soederhuizen	1,100	EUR 16,005

10.1.2. Information on options

As per the date of this Position Statement, options for Shares are held by the Boards Members as shown in the following table. By tendering the shares that will be issued as a result of the exercise of their options, the Boards Members will receive the proceeds specified in the table.

Boards Member	Number of options	Total proceeds based on Offer Price (EUR 14.55)
Mr P.H.J. de Koning	15,000	EUR 218,250[3]

The abovementioned options were granted under a long-term incentive plan in place prior to the current Neways Incentive Plans that were introduced in 2017. Under this share option scheme members of the Management Board and Directors were granted with options to Shares on an annual basis, with the last possible issuance of options being in 2017.

[3] In respect of these options, the agreed exercise price of EUR 11.71 results in a net proceeds amount of EUR 42,600.

10.1.3. Overview of Performance Shares held

On the date of this Position Statement, Performance Shares are held by the Boards Members as shown in the following table. These Performance Shares are unvested. In accordance with section 7.10(d) of the Offer Memorandum, the Performance Shares cannot be tendered under the Offer and will roll over and vest in accordance with the terms of the Neways Incentive Plans.

Boards Member	Number of Performance Shares	Total proceeds based on Offer Price (EUR 14.55)[4]
Mr P.H.J. de Koning	20,603	N/A
Mr S. Soederhuizen	8,072	N/A
Mr E.M. Stodel	17,009	N/A

In 2017 Neways introduced two long-term incentive plans. Under these incentive plans, members of the Management Board as well as Directors can be granted Performance Shares. Performance Shares are granted on an annual basis. The Performance Shares listed in the table above are unvested.

10.2. Transactions in Shares in the year prior to the date of this Position Statement

The following table provides an overview of all transactions in Shares or vesting thereof and grants of Performance Shares effectuated by or applicable to Boards Members in the year prior to the date of this Position Statement:

Boards Member	Number of securities		Type of transaction	Date	Volume weighted average price (EUR)[5]
Mr S. Soederhuizen	1,100 Shares[6]		Acquisition	10 March 2021	EUR 8.98
Mr S. Soederhuizen	8,072 Performance Shares		Grant	19 April 2021	EUR 7.98
Mr E.M. Stodel	9,314 Performance Shares		Grant	20 April 2021	EUR 7.98
Mr P.H.J. de Koning	8,056 Performance Shares		Grant	20 April 2021	EUR 7.98
Mr P.H.J. de Koning	(4,673) Performance Shares[7]	6,542 Shares	Vesting	23 April 2021	EUR 9.94

[4] With reference to Section 7.10(d)(iv) of the Offer Memorandum, the respective total proceeds received by the Boards Members in case Neways is delisted will depend on whether the performance criteria as defined under the Incentive Plans have been satisfied at the time of delisting. For illustration purposes, based on the Offer Price of EUR 14.55 and at target performance, the respective proceeds would be EUR 299,774 (Mr P.H.J. de Koning), EUR 117,448 (Mr S. Soederhuizen) and EUR 247,481 (Mr E.M. Stodel).

[5] Price of Performance Shares is determined on the basis of the average share price of the fourth quarter prior to the year the Performance Shares are granted.

[6] Mr S. Soederhuizen was not yet a member of the Management Board at the date of this transaction.

[7] Vesting of 4,673 Performance Shares into 6,542 Shares. As the actual number of Shares that vest is dependent on the actual EBIT result compared to the predefined EBIT result - the number of Performance Shares can differ from the number of vested Shares.

10.3. Neways incentive plans

Reference is made to section 7.10 of the Offer Memorandum, which includes the relevant information on Neways' incentive plans (the **Neways Incentive Plans**), including the right of the Boards Members as well as any Director, to receive performance shares (the **Performance Shares**) and the treatment of this plan under the Offer.

11. RECOMMENDATION

In accordance with its fiduciary duties, the Boards have carefully and extensively assessed the Transaction with the assistance of their financial advisers (ABN AMRO for Neways, and AXECO specifically for the Supervisory Board) and legal adviser (AKD). As from the first expression of interest from the Offeror and throughout the whole process, the Boards have met on a very frequent basis, physically as well as by way of telephonic and virtual communication, together and also separately, to discuss the preparations, developments and progress in relation to the Offer. The Boards have given careful consideration to all aspects – including strategic, financial, current trading, operational and social points of view – and consequences of the Offer.

Having reviewed the terms and conditions of (A) the Offer (including the strategic rationale and financial aspects of the Offer), (B) the Merger Protocol and (C) the Offer Memorandum, including the Non-Financial Covenants, compared to a standalone strategy and available alternative options (including VDL Groep), and having taken the interests of all Neways' stakeholders into account, including its employees, (minority) Shareholders, customers, suppliers and creditors, the Boards unanimously determined that the Transaction is (i) fair to the Shareholders from a financial point of view and (ii) in the best interest of Neways and promotes the continued and sustainable success of its business, taking into account the interests of all its stakeholders. The strategic fit with the Offeror, combined with the Non-Financial Covenants and the deal certainty of the Offer, provide clarity on the strategic direction of the Neways' business (including the support of the Neways Strategy).

In addition, the Boards have received the Fairness Opinion described in Section 5.5 which stated that, as of such date, and based upon and subject to the factors, assumptions, qualifications and other matters set forth in the Fairness Opinion (i) the Offer Price is fair, from a financial point of view, to the Shareholders and (ii) the consideration to be paid and distributed under the Post-Closing Merger Restructuring is fair, from a financial point of view, to the Shareholders.

Based on the above, the Boards unanimously (i) support the Transaction, (ii) recommend to the Shareholders to accept the Offer and tender their Shares pursuant to the Offer and (iii) recommend to the Shareholders to vote in favour of the Resolutions at the EGM (the **Recommendation**).

12. AGENDA OF EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS NEWAYS

In accordance with Article 18 paragraph 1 of the Decree, Neways will hold an EGM on 19 October 2021.

At the EGM, the Shareholders shall be requested to, subject to the Offer being declared unconditional (*gestanddoening*) and effective as per the Settlement Date:

a. appoint the persons identified by the Offeror in accordance with Section 6.3 as Supervisory Board members;

b. resolve on the amendment of the Articles of Association after Settlement substantially in accordance with the amended Articles of Association as included to in section 14 of the Offer Memorandum;

c. resolve to enter into the Triangular Merger; and

d. approve (to the extent required under Applicable Laws),

i. the resolution of the Boards to pursue the Share Sale, subject to the Triangular Merger being effected; and

ii. the Liquidation, subject to completion of the Share Sale,

and for c and d above (together the **Post-Closing Merger Resolutions**) in each case subject to (A) the number of Tendered Shares together with the Shares owned by the Offeror or any of its Affiliates being at least equal to the Post-Closing Restructuring Threshold; and (B) the Offeror, after reasonable consultation with Neways, having notified Neways it wishes to continue to pursue the Post-Closing Merger Restructuring,

(each a **Resolution** and together, the **Resolutions**).

The Offeror undertakes to vote in favour of the Resolutions with all of the Shares, directly or indirectly, held by the Offeror (if any) at the EGM registration date.

Neways shall reasonably do, and procure to be done, all those things necessary to ensure that the Resolutions are passed. If, however, one or more of the Resolutions are not adopted at the EGM, or if six (6) months have lapsed from the date the filing of the Merger Proposal with the trade register of the Chamber of Commerce in respect of the Triangular Merger has been published in accordance with Article 2:318 of the DCC, as the case may be, Neways will at the Offeror's request convene a new EGM as soon as practicably possible, to take place after and subject to Settlement, at which the relevant Resolution(s) will be put to a vote.

Management Board

Eric Stodel	CEO
Paul de Koning	CFO
Steven Soederhuizen	COO

Supervisory Board

Henk Scheepers	Chair
Hans Büthker	
Karin de Jong	

SCHEDULE 1 – FAIRNESS OPINION ABN AMRO

ABN AMRO Bank N.V.
Gustav Mahlerlaan 10
1082 PP Amsterdam
The Netherlands

Correspondence address
P.O. Box 283
1000 EA Amsterdam
The Netherlands

CONFIDENTIAL

Neways Electronics International N.V.
Attn. Mr Henk Scheepers, Mr. Eric Stodel and Mr. Paul de Koning
Science Park Eindhoven 5010
5692 EA Son
The Netherlands

Reference
Project Notos
Department
C&IB – Corporate Finance

Date
24 June 2021
Subject
Fairness Opinion

Dear Sirs,

We understand that Infestos Sustainability B.V. (the "**Bidder**"), intends to make a recommended public offer (the "**Offer**") for all issued and outstanding ordinary shares with a nominal value of EUR 0.50 (fifty eurocents) each (the "**Shares**", and each a "**Share**") of Neways Electronics International N.V. ("**Neways**" or the "**Company**").

At the date hereof, a draft version (dated 24 June 2021) is available of the agreement between the Bidder and the Company (the "**Draft Merger Protocol**") setting out the terms of the Offer to be made by the Bidder for all the Shares not already held by the Bidder and its affiliates.

Pursuant to the terms of the Draft Merger Protocol, the Bidder will offer an amount in cash equal to EUR 14.55 (cum dividend) for each Share tendered by the holders of Shares (the "**Shareholders**") under the terms of the Offer (the "**Offer Price**").

Furthermore, we understand that the Bidder and the Company agreed to enter into a set of transactions in conformity with and subject to the terms of the Draft Merger Protocol (the "**Post-Closing Merger Restructuring**"), including a Share Sale (as defined in the Draft Merger Protocol), in order to ensure full integration of the businesses of the Bidder and the Company, as set out in detail in the Draft Merger Protocol.

In this letter, the Offer, together with the Post-Closing Merger Restructuring, shall be referred to as the "**Proposed Transaction**".

While certain aspects of the Proposed Transaction are summarized herein, the terms and conditions of the Proposed Transaction are set forth in detail in the Draft Merger Protocol. Any description of or reference to the Proposed Transaction set forth in this letter is qualified in its entirety by the terms of the Draft Merger Protocol.

The Boards have asked ABN AMRO Bank N.V., acting through its Corporate & Institutional Banking – Corporate Finance department ("**ABN AMRO**"), to render its opinion (the "**Fairness Opinion**") to the Boards, as at the date hereof, as to whether from a financial point of view:

i. the Offer Price is fair to the Shareholders; and

ii. the consideration to be paid and distributed under the Post-Closing Merger Restructuring is fair to the Shareholders.

For the purpose of providing this Fairness Opinion, ABN AMRO has:

a) reviewed certain publicly available business and financial information relating to the Company which ABN AMRO deemed relevant for the purpose of providing the Fairness Opinion, including the Company's audited annual reports for the financial year 2020;

b) reviewed documents which were furnished to ABN AMRO by the Company;

c) reviewed the financial terms, to the extent publicly available, of certain recent benchmark transactions and the consideration paid in connection with such transactions involving companies ABN AMRO deemed relevant in the context of the Proposed Transaction;

d) reviewed current and historical stock prices and trading volumes of the Company;

e) had discussions with the Managing Board concerning the past and current business, operations, financial condition and future prospects of the Company, certain clarifications on the financial information, strategic outlook on the Company and certain other matters ABN AMRO believes necessary or appropriate in relation to rendering the Fairness Opinion;

f) reviewed parts of the Draft Merger Protocol ABN AMRO deemed relevant in relation to rendering the Fairness Opinion; and

g) to the extent reasonable, conducted such other studies, analyses and investigations and considered such other factors as ABN AMRO deemed appropriate, based on the information made available to ABN AMRO by the Company to date.

The Company has confirmed to ABN AMRO that at the date of this letter:

a) it has provided ABN AMRO with all material information relating to Neways and the Proposed Transaction which the Management Board understands to be relevant for the Fairness Opinion and all such information is true, accurate and complete in all material respects and it has not omitted to provide ABN AMRO with any information relating to Neways and/or the Proposed Transaction that (i) would render the provided information inaccurate, incomplete or misleading or (ii) may reasonably have an impact on the Fairness Opinion;

b) after delivery of the aforementioned information, no events have occurred that may reasonably have an impact on the Fairness Opinion or the information referred to under a) above;

c) all opinions and intentions held by the Management Board and expressed to ABN AMRO are honestly held and the Management Board has made all reasonable enquiries to ascertain all facts material for the purposes of the Fairness Opinion;

d) all financial and other information provided by the Management Board to ABN AMRO in relation to the Fairness Opinion, whether in writing, orally or otherwise is true and accurate and not misleading, whether in fact or by omission, and no information was withheld from ABN AMRO that could reasonably affect the Fairness Opinion; and

e) financial forecasts and projections of the Company and other information provided by the Management Board to ABN AMRO have been reasonably prepared on a basis reflecting the best currently available information, estimates and judgments of the Boards and other representatives of the Company as of the date of this Letter of Representation, regarding the future financial performance of the Company and any other matters covered thereby.

This Fairness Opinion is subject to the above confirmations and is furthermore subject to the following limitations:

a) ABN AMRO does not express any opinion as to any tax or other consequences that might result from the Proposed Transaction, nor does its opinion address any actuarial, legal, tax, regulatory or accounting matters (and ABN AMRO has not on any person's behalf obtained any specialist advice to that extent) and as such does not assume any liability or responsibility whatsoever in connection herewith;

b) ABN AMRO has not been authorized to solicit, and ABN AMRO will not solicit and has not solicited, any indications of interest from any third party with respect to the purchase of all or a part of the Company's business or the Shares;

c) ABN AMRO has relied on the accuracy and completeness of all the financial and other information, whether provided to it by the Company in writing, orally, or otherwise or publicly available, used or reviewed by it in connection with rendering its Fairness Opinion without obtaining any independent verification thereof, assumed such accuracy

and completeness for the purposes of rendering this Fairness Opinion and does not accept any responsibility or liability regarding this information;

d) ABN AMRO has not performed any investigation or otherwise undertaken to verify the accuracy and completeness of the information, whether provided to it by the Company or publicly available, used or reviewed by it for the purposes of rendering this Fairness Opinion and does not accept any responsibility or liability regarding this information;

e) ABN AMRO has assumed that all confirmations made to ABN AMRO by the Management Board (as set out above) are true, accurate and not misleading;

f) ABN AMRO has assumed that the executed merger agreement and the consummation of the Proposed Transaction described therein will conform in all material respects, without any waiver or modification, with the terms and conditions reflected in the Draft Merger Protocol reviewed by ABN AMRO. ABN AMRO has further assumed the accuracy of all information and representations and warranties contained in the Draft Merger Protocol and in any agreements or other documents related thereto;

g) ABN AMRO has not made any evaluation or appraisal of the assets and liabilities (including any derivative or off balance sheet assets and liabilities of the Company) of Neways nor has ABN AMRO been furnished with any independent evaluations or appraisals in connection with this Fairness Opinion;

h) ABN AMRO has not conducted a physical inspection of the properties and facilities of Neways;

i) ABN AMRO has not evaluated the solvency or fair value of Neways under any laws relating to bankruptcy, insolvency or similar matters;

j) the Offer being declared unconditional on the basis of the terms and conditions set out in the Draft Merger Protocol and the consummation of the Post-Closing Merger Restructuring, will conform in all material respects, without any waiver or modification, with the terms and conditions reflected in the Draft Merger Protocol and will occur without delay after the Settlement Date;

k) receipt of all applicable governmental, regulatory, third party or other consents, approvals and releases for the Proposed Transaction, which approvals and releases have been or will be obtained within the constraints contemplated by the Draft Merger Protocol; and

l) ABN AMRO has not reviewed and does not opine on the question whether the Offer Price is the fair price (*billijke prijs*) within the meaning of Section 5:80a of the Financial Supervision Act (*Wet op het financieel toezicht*).

This Fairness Opinion is necessarily based upon prevalent financial, economic, monetary, market and other conditions as they exist on, and on the information made available to us, and may be assessed, as at 24 June 2021 and has not been and will not be updated as from that date. Accordingly, although subsequent developments, and any other information that becomes

available after 24 June 2021 (including, for the avoidance of doubt, information in connection with the price at which the Shares have traded and will trade at any future time and prevailing foreign exchange rates), may affect this Fairness Opinion. ABN AMRO does not assume any responsibility to, and will not, update, revise or reaffirm this Fairness Opinion.

This Fairness Opinion is solely for the use and benefit of the Boards in connection with its evaluation of the Proposed Transaction and shall not be used for any other purpose. This Fairness Opinion is not intended to be relied upon or confer any rights or remedies upon any other party, including but not limited to any employee, creditor or shareholder of Neways. This Fairness Opinion does not address the merits of the underlying decision of the Boards to engage in, recommend or proceed with the Offer and does not constitute a recommendation to any Shareholder as to whether such Shareholder should accept the Offer. We have not been requested to opine on, and no opinion is expressed on, and our Fairness Opinion does not in any other manner address, any alternatives available to the Proposed Transaction and whether any alternative transaction might be more beneficial to the Shareholders than the Proposed Transaction. We have also not been requested to opine as to, and our Fairness Opinion does not in any manner address: (i) the likelihood of the consummation of the Proposed Transaction; or (ii) the method or form of payment of the Offer Price. In addition, we express no opinion on, and our Fairness Opinion does not in any manner address, the fairness of the amount or the nature of any compensation to any officers, directors or employees of any parties to the Proposed Transaction, or any class of such persons, relative to the Offer Price payable in the Proposed Transaction.

ABN AMRO is acting as independent financial advisor to the Boards in connection to the Proposed Transaction on the basis of an engagement agreement dated 6 April 2021 (the "**Engagement Agreement**"). ABN AMRO will receive a fee as described in said Engagement Agreement from the Company for its services in connection with this Fairness Opinion, which fee will not be conditional on the completion of the Offer or the contents of this Fairness Opinion. The Boards have agreed to reimburse ABN AMRO's expenses and to indemnify ABN AMRO against certain liabilities arising out of the Engagement Agreement with regard to its role as independent financial advisor of the Boards. ABN AMRO will receive its fee, as described in the Engagement Agreement, upon the issuance of the Fairness Opinion, irrespective of the contents of the Fairness Opinion and/or the Proposed Transaction being completed.

ABN AMRO is involved in a wide range of banking and other financial services business, both for its own account and for the account of its clients, out of which a conflict of interest or duties may arise. ABN AMRO may, from time to time: (i) provide financial advisory services and/or financing to Neways and/or the Bidder; (ii) maintain a banking or other commercial relationship with Neways and/or the Bidder; and (iii) trade shares and other securities of Neways in the ordinary course of business for its own account and for the accounts of its customers and may, therefore, from time to time hold long or short positions in such securities.

This letter may be incorporated in full, for information purposes only, in the position statement to be made available by the Boards to the Shareholders in connection with the Offer. Notwithstanding the foregoing, this letter is strictly confidential and may not be disclosed, referred to, or communicated (in whole or in part) to any third party for any purpose whatsoever

except with the prior written approval of ABN AMRO, which shall not unreasonably be withheld.

This letter is issued in the English language only and reliance may only be placed on this letter as issued in the English language. If any translations of this letter are delivered they are provided only for ease of reference, have no legal effect and ABN AMRO makes no representation as to, and accepts no liability in respect of, the accuracy of any such translations.

This letter and the obligations of ABN AMRO to the Boards hereunder are subject to the Engagement Agreement and are governed by and construed in accordance with Dutch law. Any claims or disputes arising out of, or in connection with, this letter shall be subject to the exclusive jurisdiction of the competent court in Amsterdam without prejudice to the right of appeal, and that of appeal at the Dutch Supreme Court.

Based on and subject to the foregoing, we are of the opinion that, at the date of this letter, i) the Offer Price is fair, from a financial point of view, to the Shareholders, and (ii) the consideration to be paid and distributed under the Post-Closing Merger Restructuring is fair, from a financial point of view, to the Shareholders.

Yours sincerely,

ABN AMRO Bank N.V.





Ronald Quik
Managing Director
Date: 24 June 2021

Diny de Jong
Managing Director
Date: 24 June 2021

SCHEDULE 2 – AGENDA EGM AND EXPLANATORY NOTES

Notice to attend an Extraordinary General Meeting of Shareholders ('EGM') of:

Neways Electronics International N.V. (the '**Company**')
Corporate seat in Eindhoven – office address in Son

to be held on 19 October 2021 at 2 pm (CET) at the office address of the Company, Science Park Eindhoven 5010, 5692 EA Son.

Shareholders are invited to attend the meeting. However, the Board of Directors (the "Board of Directors") and the Supervisory Board (the "Supervisory Board") of the Company (collectively the "Boards") are aware of the government measures related to the COVID-19 pandemic and will observe all measures in the organization of the EGM so that the EGM can be attended in a responsible and safe manner. If allowed under the Dutch COVID-19 emergency legislation, the Board may decide to organize the EGM completely virtually. See below under Optional: virtual EGM

We will continue to closely monitor developments regarding the COVID-19 pandemic and any government measures and will keep you informed if these measures affect the EGM. We refer you to our website (www.newayselectronics.com) for the most recent information about our EGM and recommend that you consult this website regularly.

Agenda

1. Opening and announcements
2. Recommended public offer
    a. Explanation of the recommended public offer by Infestos Sustainable Solutions B.V. on all issued and outstanding shares in the capital of the Company
    b. Decision-making on post-closing restructuring
        i. Conditional merger resolution*
        ii. Conditional resolution approving:
            1. the resolutions of the Boards to execute the Share Sale (as defined in the explanatory notes)*
            2. the Liquidation (as defined in the explanatory notes)*
    c. Composition of the Supervisory Board
        i. Conditional change profile (*profielschets*) Supervisory Board
        ii. Notice of two (2) conditional vacancies on the Supervisory Board
        iii. Opportunity for the general meeting of shareholders of the Company (the "**General Meeting**") to make conditional recommendations
        iv. Conditional notification by the Supervisory Board of the persons nominated for appointment
        v. Conditional appointment of D.W.E. Riefel as member of the Supervisory Board with effect from the Settlement Date*
        vi. Conditional appointment of F.C.P. van Roij as member of the Supervisory Board with effect from the Settlement Date*
    d. Conditional amendment of the Company's articles of association after Settlement*
3. Closing

* Subjects put on the agenda for voting. The other topics are on the agenda for discussion.

The agenda, the explanatory notes thereto as well as the accompanying documents are from now on available for inspection by those entitled to attend meetings at the offices of the Company (Science Park Eindhoven 5010, 5692 EA Son). Copies are available there free of charge upon written request. They are also available through ABN AMRO Bank N.V. ("**ABN AMRO**"), email: ava@nl.abnamro.com. The notice and the aforementioned documents are also available on the Company's website (www.newayselectronics.com).

If there is a difference in text explanation between this Dutch version and the English version of the notice of the EGM, the Dutch text will prevail.

Record date
Pursuant to the law, persons entitled to vote and attend the EGM are those who are entitled to vote and attend meetings on Tuesday 21 September 2021, after the close of trading, such after processing of all credits and debits, as of that date (the "**Record Date**") who have rights and are registered as such in a register or sub-register designated for that purpose by the Executive Board. For the shareholders, the (sub)register designated as the (sub)register is the records at the intermediaries within the meaning of the Securities Giro Transactions Act ("**Intermediaries**") and the shareholders' register of the Company as at the Record Date, from which registers it appears who is entitled to the shares on the Record Date.

Registration and access
Persons entitled to vote and attend the meeting can attend the meeting in person or by proxy if they have registered via www.abnamro.com/evoting between Wednesday 22 September 2021 and no later than on Tuesday 12 October 2021 at 5.30 pm (CET) or via the Intermediary in whose administration they are registered with ABN AMRO as holder of deposit shares. In all circumstances, the Intermediary must provide an electronic statement via www.abnamro.com/intermediary no later than on Wednesday 13 October 2021 at 5.30 pm (CET) stating that deposit shares on the Record Date are in the name of the holder thereof. In addition, the Intermediaries are requested to provide the full address details of the respective relevant ultimate beneficial owners in order to be able to check the shareholding on the Record Date in an efficient manner. The relevant shareholder will receive a registration certificate via the Intermediary, which will serve as an admission ticket for the meeting. Shareholders are requested to bring the confirmation of registration to the EGM.

Voting by proxy
In order to vote by proxy, shareholders must have their shares registered as described above. If you give a power of attorney, this must be stated when registering for the meeting. Shareholders can submit their voting instructions from Wednesday 22 September 2021 up to and including Tuesday 12 October 2021 at 5.30 pm (CET) via www.abnamro.com/evoting.

A power of attorney may also be granted to third parties to participate in the meeting on your behalf. A proxy form is available free of charge at the offices of the Company or at ABN AMRO and can be downloaded from the Company's website (www.newayselectronics.com). The written voting instruction and the original registration certificate must be received by e-mail address: ava@newayselectronics.com by Tuesday 12 October 2021 at the latest at 5.30 pm (CET).

Attendance registration
Shareholders or their proxies can only exercise their voting and meeting rights during the meeting if they have been registered prior to the meeting. This attendance registration takes place on the basis of the registration certificate at the entrance of the meeting room where the EGM takes place from 1 pm to 2 pm (CET). Registration is no longer possible after 2 pm (CET). Participants in the meeting must be able to identify themselves upon request (passport or driving licence) and sign the attendance list prior to the meeting.

Optional: virtual EGM
The Boards may decide, no later than seven (7) days before the date of the EGM, being 12 October 2021, to hold the EGM only virtually. In that case, no later than that date, a statement

with the applicable procedures regarding, among other things, the remote monitoring of the EGM and the possibility for shareholders to ask questions in advance, will be made available on the website of the Company (www.newayselectronics.com). In that case, the following principles apply:

(i) shareholders who wish to follow the EGM virtually and/or to exercise their voting rights must register;

(ii) shareholders who have registered: (a) will be able to follow the EGM via webcast, (b) will have the right to submit questions regarding agenda items no later than 72 hours before the EGM by sending an email to ava@newayselectronics.com, and (c) if the relevant shareholder has asked questions before the EGM, will be given the opportunity to ask follow-up questions during the EGM; and

(iii) shareholders who have registered can only exercise their voting rights prior to the EGM by submitting an electronic voting instruction via www.abnamro.com/evoting; it is not possible for shareholders to vote during the EGM.

Number of issued shares and number of voting rights

The number of issued shares and the number of voting rights on the day of this notice is 12,217,634.

Written questions and information

For questions and general information, please contact Neways Electronics International N.V., Investor Relations, Science Park Eindhoven 5010, 5692 EA Son
(telephone: +31 (0)40 267 9201 e-mail: ava@newayselectronics.com).

Son, 31 August 2021

Board of Directors

Appendix: explanatory notes to the agenda

Explanatory notes to the agenda

Terms not defined in these explanatory notes to the agenda have the meaning as defined in the Offer Memorandum. Unless stated otherwise in these explanatory notes to the agenda, the English definitions as included in the Offer Memorandum are used.

If there is a difference in text explanation between this Dutch version and the English version of the explanatory notes to the agenda, the Dutch text shall prevail.

2. Recommended public offer

a. Explanation of the recommended public offer by Infestos Sustainable Solutions B.V. on all issued and outstanding shares in the capital of the Company

On 31 August 2021, an Offer Memorandum (the "**Offer Memorandum**") was made public setting out the details of the public offer by Infestos Sustainable Solutions B.V. (the "**Offer**") on all issued and outstanding shares in the capital of the Company (the "**Shares**" and individually a "**Share**") for purchase in cash under the conditions and restrictions set out in the Offer Memorandum (the "**Offer**") .

The Offer Memorandum has been approved by the Netherlands Authority for the Financial Markets. The offer period for the Offer will start on 1 September 2021 at 09:00 (CET) and, unless extended, will end on 27 October 2021 at 17:40 (CET) (this period, which may be extended from time to time, the "**Acceptance Period**").

In addition to the main terms, such as the Offer Price, the Acceptance Period, the acceptance procedure and the settlement of the Offer by the transfer of Shares against payment of the Offer Price by the Offeror, the Offer Memorandum explains the conditions for declaring the Offer unconditional, as well as other relevant information about the Offer, its consequences and the parties involved in the Offer.

The Company published a statement regarding its position on the Offer on 31 August 2021 (the "**Position Statement**"). The Boards have extensively considered the Offer and the Offer Price. Reference is made to the Position Statement, which sets out the decision-making process and recommendation of the Boards and explains the financial and non-financial benefits of the Offer.

Following the joint announcement by the Offeror and the Company, the works council of the Company (the "**Works Council**") has been informed and requested to advise on the Offer and the related transactions (the "**Transaction**"). The Works Council has given a positive advice on the Transaction.

As set out in the Position Statement, the Boards unanimously support the

Transaction and recommend that shareholders accept the Offer and tender their Shares to the Offeror on the basis of the Offer and advise the Shareholders to vote in favour of the proposed resolutions at the EGM. During the EGM, the Boards will give a presentation about the Offer and the Offer will be discussed in accordance with the provisions of article 18 paragraph 1 of the Decree on public bids under the Wft (*Besluit openbare biedingen Wft*).

The Offer Memorandum and the Position Statement are available on the Company's website (www.newayselectronics.com) and can be obtained free of charge at the offices of the Company (Science Park Eindhoven 5010, 5692 EA Son).

b. Decision-making on post-closing restructuring

The Merger Protocol provides for the Offeror the option, upon completion of the Offer, to implement the Post-Closing Merger Restructuring under the conditions set out in section 6.11(b) of the Offer Memorandum (Post-Closing Merger Restructuring) and section 7.2.2 of the Position Statement (Description of the Post-Closing Merger Restructuring).

In summary, the Post-Closing Merger Restructuring consists of (i) the Triangular Merger (*Driehoeksfusie*), (ii) the Share Sale (*Aandelenverkoop*) and (iii) the Liquidation (*Liquidatie*).

If (i) this resolution 2b is passed, (ii) the Offer is declared unconditional, (iii) Settlement has taken place and (iv) the number of Shares during the Acceptance Period and the Post-Closing Acceptance Period has been validly tendered (and not have been validly withdrawn) in accordance with the terms of the Offer Memorandum (the "**Tendered Shares**") together with the Shares held by the Offeror and/or any Affiliate (*Groepsmaatschappij*) represent at least 85% (or a lower percentage as agreed by the Boards) of the total issued and outstanding capital of the Company on a Fully Diluted Basis (*Volledig Verwaterde Basis*) on the Closing Date (the "**Post-Closing Restructuring Threshold**"), the Offeror may elect, after reasonable consultation with the Company, to proceed with the Post-Closing Merger Restructuring.

The Triangular Merger consists of a legal triangular merger of the Company as a disappearing company into Neways Sub B.V. ("**Company Sub**") as acquiring company, whereby each holder of one or more Shares, as of the moment the Triangular Merger takes effect, receives one (1) share in the capital of Neways Holdco B.V. ("**Company Holdco**") for each Share, in accordance with the provisions of Section 2:309 et seq. and 2:333a of the Dutch Civil Code.

The Boards and the managing boards of Company Sub and Company Holdco have prepared, unanimously approved and signed a merger proposal (the "**Merger Proposal**"). As part of the Triangular Merger, Company Holdco will cancel its share that constituted the issued share capital effective upon the

Triangular Merger becoming effective. In addition, the Board of Directors and the boards of Company Holdco and Company Sub prepared, unanimously approved and signed an explanatory memorandum to the Merger Proposal (*toelichting op het fusievoorstel*).

If the Bidder decides to proceed with the Post-Closing Merger Restructuring in accordance with section 6.11(b) of the Offer Memorandum (*Post-Closing Merger Restructuring*):

(i) the Company, Company Holdco and Company Sub will complete the Triangular Merger by execution of a notarial deed of merger as soon as practicable after the Bidder's decision to proceed with the Triangular Merger;

(ii) the Offeror will enter into a share sale and purchase agreement with Company Holdco pursuant to which all issued and outstanding shares in the capital of Company Sub will be sold and, by execution of a notarial deed of transfer, by Company Holdco will be transferred to the Offeror, on or about the first Business Day after the Triangular Merger becoming effective (the "**Share Sale**"), upon payment of a purchase price equal to the Offer Price multiplied by the aggregate number of Shares (*Aandelen*) outstanding;

(iii) the Company will, as sole shareholder of Company Holdco, provided that, and upon the completion of the Share Sale (a) resolve to dissolve and liquidate Company Holdco in accordance with Section 2:19 of the Dutch Civil Code (the "**Liquidation**"), (b) appoint the liquidator(s) of Company Holdco in accordance with the provisions of Section 2:19 Civil Code and approve the compensation reasonable salary and expenses of the liquidator(s), and (c) designate Company Sub as custodian of the books, records and other data carriers of Company Holdco in accordance with the provisions of Section 2:24 of the Dutch Civil Code; and

(iv) the Company will ensure that, as soon as possible after the Liquidation is effected, the liquidator makes a liquidation advance payment (the "**Liquidation Distribution**") to the shareholders of Company Holdco. This Liquidation Distribution is intended (x) to occur on or about the date of completion of the Share Sale, and (y) to result in a payment per share in the capital of Company Holdco equal to the Offer Price as much as possible, without any interest and subject to any applicable tax.

For further details on the Post-Closing Merger Restructuring and the Dutch withholding tax treatment, please refer to section 6.11(b) of the Post-Closing Merger Restructuring, section 10 of the Offer Memorandum (*Tax aspects of the Offer and Post-Closing Merger Restructuring*) and section 7.2.2 of the Position Statement (*Description of the Post-Closing Merger Restructuring*).

The Merger Proposal, including annexes, and the other documents to be filed under the Civil Code in connection with the Triangle Merger, are available at the offices of the Company and on the Company's website (www.newayselectronics.com).

It is proposed to decide to:

i. enter into the Triangular Merger in accordance with the terms of the Merger Proposal; and

ii. approve (to the extent required by applicable law) of:

   1. the resolutions of the Boards to carry out the Share Sale subject to the Triangular Merger becoming effective; and
   2. the Liquidation subject to the completion of the Share Sale.

These resolutions are effective as of the Settlement Date and are subject to the conditions precedent that (i) the Offer is declared unconditional, (ii) Settlement has taken place, and (iii) the number of Shares tendered together with the Shares held by the Bidder and/or any Affiliate (*Groepsmaatschappij*) is at least the Post-Closing Restructuring Threshold.

c. Composition of the Supervisory Board

The Company and the Offeror have agreed that if the Offer is declared unconditional, changes will be made to the corporate governance structure of the Company. One of these changes concerns the composition of the Supervisory Board. After Settlement Date, the Supervisory Board will consist of five (5) members (currently three (3) members). If, after the Offer has been declared unconditional, the Offeror unconditionally holds less than 70% of the Shares, then the Offeror has the right to appoint two (2) new members of the Supervisory Board. The three (3) current members of the Supervisory Board, including the chairman, will remain in office and will be considered independent within the meaning of the Dutch Corporate Governance Code.

If at any time after the Offer is declared unconditional, the Offeror holds 70% or more of the Shares, then the Offeror has the right to appoint three (3) members to the Supervisory Board, including the chairman. As long as the current chairman of the Supervisory Board, Mr. Scheepers, is in function, he will be one of the members of the Supervisory Board to be appointed by the Bidder. In addition, the Bidder will thus appoint two (2) new members to the Supervisory Board. The other two (2) current members of the Supervisory Board will remain in office after Settlement and will be considered independent within the meaning of the Dutch Corporate Governance Code.

In that context, two (2) persons designated by the Offeror will be nominated by the Supervisory Board as new members of the Supervisory Board provided that the General Meeting does not make any proposals for recommendation and does not request that the nomination for the appointment of members of the Supervisory Board is postponed.

i. **Conditional change profile (*profielschets*) Supervisory Board**

Pursuant to the law and the Company's Articles of Association, the Supervisory

Board discusses the conditional change of the profile (*profielschets*) of the Supervisory Board in the context of the offer and the proposals mentioned below to appoint two members of the Supervisory Board. The amendment of the profile of the Supervisory Board shall be under the condition precedent that the Offer is declared unconditional and that Settlement has taken place. The proposed amendments are – in short:

a. the Supervisory Board shall consist of at least five (5) members; and
b. in deviation of the Dutch Corporate Governance Code a maximum of three (3) members of the Supervisory Board need not be independent within the meaning of this Code.

ii. Notice of two (2) conditional vacancies on the Supervisory Board

Subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place on the Settlement Date, the Supervisory Board consists of five (5) members as of the Settlement Date and there are then two (2) vacancies on the Supervisory Board.

iii. Opportunity for the General Meeting to make conditional recommendations

The Supervisory Board offers the General Meeting the opportunity to make recommendations to the Supervisory Board to fill the vacancies on the Supervisory Board mentioned under agenda item 2(c)(i).

The nominations are made subject to the conditions precedent that the Offer is declared unconditional and that Settlement has taken place and is effective as of the Settlement Date.

iv. Conditional notification by the Supervisory Board of the persons nominated for appointment

D.W.E. Riefel

Provided that the General Meeting does not recommend any other candidates and does not request a postponement of nominations for the appointment of members of the Supervisory Board, the Supervisory Board nominates D.W.E. Riefel for appointment by the General Meeting as member of the Supervisory Board.

Mr. Erwin Riefel *(born 1966 (age 55), Dutch). Since 2008, Mr. Erwin Riefel is an investment director at Infestos. Mr Erwin Riefel played an instrumental role in the value creation related to Infestos' portfolio companies including Alfen, Verwater and NX Filtration. Mr. Erwin Riefel is a Supervisory Board Director of ESG Core Investments B.V. and was a supervisory board member of Alfen N.V. between 1 March 2018 and 6 July 2020.*
Mr. Erwin Riefel has more than 30 years of experience in the financial sector, of which 20 years in M&A. Prior to joining Infestos, Mr. Erwin Riefel worked as senior

relationship manager for corporate clients at Rabobank (formerly known as Rabobank Nederland). Mr. Erwin Riefel holds a master's degree in finance small and medium sized enterprises from TIAS Business School in Tilburg, the Netherlands. Mr. Erwin Riefel does not hold any shares in the share capital of the Company.

F.C.P. van Roij

Provided that the General Meeting does not recommend any other candidates and does not request a postponement of nominations for the appointment of members of the Supervisory Board, the Supervisory Board nominates F.C.P. van Roij for appointment by the General Meeting as member of the Supervisory Board.

Mr. F.C.P. (Frank) van Roij *(born 1982 (age 38), Dutch). Since 2015 Mr. Frank van Roij works at Infestos where he currently holds the role of investment director. Mr. Frank van Roij's expertise is in supporting companies on areas including strategy, (international) business development, sales and marketing and investor communication. Mr. Frank van Roij played an instrumental role in the value creation, related to, amongst others, the abovementioned areas of support, of Infestos' portfolio companies including Alfen, Verwater and NX Filtration. Mr. Frank van Roij is a Managing Director of ESG Core Investments B.V. Prior to joining Infestos, Mr. Frank van Roij worked as strategy consultant at Booz & Company (currently Strategy&, part of the PwC network) (2007-2015). Mr. Frank van Roij holds a master's degree in civil engineering from Delft University of Technology in Delft, the Netherlands and a bilingual (English and Spanish) MBA degree from IESE Business School in Barcelona, Spain. Mr. Frank van Roij does not hold any shares in the share capital of the Company.*

All nominations are subject to the condition precedent that the Offer is declared unconditional and that Settlement has taken place, and will be effective as of the Settlement Date.

v. Conditional appointment of D.W.E. Riefel as member of the Supervisory Board with effect from the Settlement Date

It is proposed to appoint D.W.E. Riefel as a member of the Supervisory Board subject to the condition precedent that the Offer is declared unconditional and is effective as of the Settlement Date. The term of appointment ends immediately after the first general meeting to be held after a period of four (4) years, with effect from the Settlement Date.

vi. Conditional appointment of F.C.P. van Roij as member of the Supervisory Board with effect from the Settlement Date

It is proposed to appoint F.C.P. van Roij as a member of the Supervisory Board subject to the condition precedent that the Offer is declared unconditional and is

effective as of the Settlement Date. The term of appointment ends immediately after the first general meeting to be held after a period of four (4) years, with effect from the Settlement Date.

d. Conditional amendment of the Company's articles of association after Settlement

It is proposed to the General Meeting to amend the Company's articles of association in accordance with the draft deed of amendment of the articles of association as drawn up by AKD N.V., which, if the Bidder deems this desirable, will be passed and will become effective as soon as possible after Settlement. The proposed resolution is effective from the Settlement Date and is subject to the condition precedent that the Offer has been declared unconditional and that Settlement has taken place .

The proposed amendment relates to changing (reducing) the required majority to decide to amend the articles of association of the Company and/or to resolve upon liquidation.

Pursuant to the Company's current articles of association, it may be decided to amend the articles of association and/or to resolve upon liquidation on a proposal from the Board of Directors with the approval of the Supervisory Board by a majority of at least two-thirds of the votes cast in a meeting in which at least at least two-thirds of the issued capital is represented. If the required quorum is not present at the meeting, a second meeting is convened where the decision can be taken by a majority of at least two-thirds of the votes cast without a quorum requirement.

Pursuant to the proposed amendment to the articles of association, a decision can be taken to amend the articles of association and/or resolve upon liquidation by an absolute majority of the votes cast, but only (i) on a proposal from the Board of Directors that has been approved by the Supervisory Board or (ii) if there is no such proposal, with the approval of both the Board of Directors and the Supervisory Board.

The Company will continue to apply the structure regime even after the proposed amendment to the articles of association.

A full version of the proposal to amend the Company's articles of association is available at the Company's offices and on the Company's website (www.neweyselectronics.com).

This proposal also includes the proposal to authorize every lawyer, (junior) civil-law notary, paralegal and employee of AKD N.V. to have the deed of amendment of the articles of association executed.