

This Offer expires at 17:40 hours CET on 27 October 2021, unless extended

OFFER MEMORANDUM

dated 30 August 2021

RECOMMENDED CASH OFFER

by

Infestos Sustainable Solutions B.V.



**FOR ALL THE ISSUED AND OUTSTANDING ORDINARY SHARES WITH A NOMINAL
VALUE OF EUR 0.50 EACH IN THE SHARE CAPITAL OF**

Neways Electronics International N.V.



This offer memorandum (the **Offer Memorandum**) contains the details of 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 holders of issued and outstanding ordinary shares with a nominal value of EUR 0.50 each in the share capital of Neways Electronics International N.V. (the **Shares** and each a **Share** and the holders of such Shares, the **Shareholders**), to purchase for cash their Shares on the terms and subject to the conditions and restrictions set forth in this Offer Memorandum (the **Offer**). As of the date of this Offer Memorandum, 12,217,634 Shares are issued and outstanding by Neways Electronics International N.V. (**Neways**) and subject to the Offer.

This Offer Memorandum contains the information required by Article 5:76 of the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*, the **Wft**) in conjunction with Article 8, paragraph 1 of the Dutch Decree on public offers Wft (*Besluit openbare biedingen Wft*, the **Decree**) in connection with the Offer. This Offer Memorandum has been reviewed and approved by the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the **AFM**) as an offer memorandum under Article 5:76 of the Wft on 30 August 2021.

The information required by Article 18, paragraph 2 of the Decree in connection with the Offer is included in a separate position statement of Neways (the **Position Statement**), which is also published on the date of this Offer Memorandum.

Capitalised terms used in this Offer Memorandum have the meaning set out in Section 4 (*Definitions*) or elsewhere in this Offer Memorandum. Capitalised terms used in the Dutch summary included in Section 12 (*Dutch language summary*) have the meaning set out in Section 12.2 (*Nederlandse definities*).

On 24 June 2021, Neways and Infestos Sustainability agreed that Shareholders tendering their Shares under the Offer will be paid on the terms and subject to the conditions contained in this Offer Memorandum in consideration for each Share validly tendered under the Offer (or defectively tendered provided that such defect has been waived by the Offeror) that is not validly withdrawn and is transferred (*geleverd*) to the Offeror, an amount of EUR 14.55 (fourteen euro and fifty five eurocents) in cash (*cum dividend*) and net of any applicable withholding taxes (the **Offer Price**). In the event that any cash or share dividend or other distribution (each, a Distribution and collectively, the **Distributions**) on the Shares is made by Neways prior to the Settlement (as defined below), the Offer Price will be decreased accordingly.

The management board (*bestuur*) of Neways (the **Management Board**) and the supervisory board (*raad van commissarissen*) of Neways (the **Supervisory Board** and, together with the Management Board, the **Boards**) unanimously support the Transaction, recommend the Offer to the Shareholders for acceptance and recommend the Shareholders to vote in favour of the Resolutions. Reference is made to Section 6.6 (*Decision-making and Recommendation by the Boards*) and the Position Statement.

Each of ZBG, Menor and OtterBrabant has irrevocably undertaken to tender its Shares (representing approximately 28.10%, 7.43% and 5.48% of the Shares, respectively) on the terms and conditions of this Offer Memorandum as set out in Section 6.7 (*Irrevocable undertaking*). Furthermore, the two members of the Boards holding Shares have each irrevocably undertaken to tender their Shares (jointly representing approximately 0.25% of the Shares) on the terms and conditions of this Offer Memorandum as set out in Section 6.7 (*Irrevocable undertaking*).

The Acceptance Period under the Offer will commence at 09:00 hours CET on 1 September 2021 and will expire at 17:40 hours CET on 27 October 2021, unless the Offeror extends the Acceptance Period in accordance with Section 5.6 (*Extension*), in which case the closing date shall be the date on which the extended Acceptance Period expires (such initial or postponed date, the **Closing Date**, and 17:40 hours CET on the Closing Date, the **Closing Time**). The Offeror will announce whether or not it

declares the Offer unconditional (*gestand wordt gedaan*) within three (3) Business Days following the Closing Date, in accordance with Article 16 of the Decree (the **Unconditional Date**).

Any Tendered Share (as defined below) on or prior to the Closing Date may not be withdrawn, subject to the right of withdrawal of any tender of Shares during the Acceptance Period in accordance with the provisions of Article 5b, paragraph 5, Article 15, paragraphs 3 and 8 and Article 15a, paragraph 3 of the Decree.

The obligation of the Offeror to declare the Offer unconditional (*gestand doen*) is subject to the satisfaction or waiver of the Offer Conditions in accordance with Section 6.5 (*Offer Conditions, waiver and satisfaction*). The Offer Conditions may be waived as set out in Section 6.5(b) (*Waiver of the Offer Conditions*).

In the event that the Offeror declares the Offer unconditional (*gestand doen*), Shareholders who have validly tendered their Shares (or defectively tendered, provided that such defect has been waived by the Offeror) and have not validly withdrawn their Shares (each of these Shares, a **Tendered Share**) will receive the Offer Price in respect of each Tendered Share and will transfer (*leveren*) their Shares to the Offeror, and the Offeror shall acquire each Tendered Share, within five (5) Business Days following the Unconditional Date (**Settlement**, and the day on which the Settlement occurs, the **Settlement Date**). Within three (3) Business Days after the Offeror declares the Offer unconditional (*gestand doen*), the Offeror may decide after consultation with Neways to publicly announce a post-closing acceptance period (*na-aanmeldingstermijn*) of two (2) weeks (the **Post-Closing Acceptance Period**) to enable Shareholders who did not tender their Shares during the Acceptance Period to tender their Shares during the Post-Closing Acceptance Period on the same terms and subject to the same conditions and restrictions as the Offer.

Following the Settlement Date and, if applicable, the Post-Closing Acceptance Period, the Offeror may, if certain conditions are met, commence a compulsory acquisition procedure (*uitkoopprocedure*) on the terms and subject to the conditions set out in Section 6.11(d) (*Statutory Squeeze-Out proceedings*) or may, at its discretion and after reasonable consultation with Neways, decide to pursue the Post-Closing Merger Restructuring on the terms and subject to the conditions set out in Section 6.11(b) (*Post-Closing Merger Restructuring*).

In accordance with Article 18, paragraph 1 of the Decree, Neways will hold an extraordinary general meeting of Shareholders on 19 October 2021 (the **EGM**). At the EGM, the Offer will be discussed and recommended to the Shareholders for acceptance and the Shareholders will be requested to vote in favour of the Resolutions (as defined below). Separate convocation materials will be made available on Neways' website (www.newayselectronics.com). Reference is made to Section 6.22 (*EGM*).

Distribution of this Offer Memorandum may, in certain jurisdictions, be subject to specific regulations or restrictions. Persons in possession of this Offer Memorandum are urged to inform themselves of any such restrictions which may apply to them and to observe them. Any failure to comply with these restrictions may constitute a violation of the securities laws of that jurisdiction. The Offeror and Neways disclaim all responsibility for any violation of such restrictions by any person. Reference is made to Section 2 (*Restrictions*).

All announcements in relation to the Offer will be made by press release and placed on the websites of the Offeror (www.infestos.com) and Neways (www.newayselectronics.com). Reference is made to Section 5.12 (*Announcements*).

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2. RESTRICTIONS

The Offer is made in, and from, the Netherlands with due observance of the statements, conditions and restrictions included in this Offer Memorandum. The Offeror reserves the right to accept any tender under the Offer, which is made by, or on behalf of, a Shareholder, even if it has not been made in the manner set out in this Offer Memorandum.

The distribution of this Offer Memorandum and/or the making of the Offer in jurisdictions other than the Netherlands may be restricted and/or prohibited by law. The Offer is not made, and the Shares will not be accepted for purchase from, or on behalf of, any Shareholder, in any jurisdiction in which the making of the Offer or acceptance thereof would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority not expressly contemplated by the terms of this Offer Memorandum. If you are in any doubt as to your eligibility to participate in the Offer, you should contact your professional adviser immediately.

Persons obtaining this Offer Memorandum are required to take due note of and observe all such restrictions and obtain any necessary authorisations, approvals or consents. However, acceptances of the Offer by Shareholders not residing in the Netherlands will be accepted by the Offeror if such acceptances comply with (i) the acceptance procedure set out in this Offer Memorandum and (ii) the laws of the jurisdiction from which such acceptance has been made. No actions have been taken or will be taken to make the Offer possible in any jurisdiction outside of the Netherlands where such actions would be required. In addition, this Offer Memorandum has not been filed with or recognised by the authorities of any jurisdiction other than the Netherlands.

Neither the Offeror, nor any of its affiliates, nor Neways, nor any of their advisers, nor the Settlement Agent (as defined below) accepts any responsibility or liability for any violation by any person of any such restriction. Any person (including, without limitation, custodians, nominees and trustees) who forwards or intends to forward this Offer Memorandum or any related document to any jurisdiction outside the Netherlands should carefully read this Section 2 (*Restrictions*) and Section 3 (*Important information*) before taking any action.

The release, publication or distribution of this Offer Memorandum and any documentation regarding the Offer or the making of the Offer in jurisdictions other than the Netherlands may be restricted by law and therefore persons into whose possession this Offer Memorandum 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.

3. IMPORTANT INFORMATION

3.1 Introduction

This Offer Memorandum contains, incorporates and refers to important information that should be read carefully before any Shareholder makes a decision to tender Shares under the Offer. Shareholders are advised to seek independent professional advice where necessary.

In addition, this Offer Memorandum only contains the principal Dutch tax consequences of the disposal of Shares by a Shareholder in connection with the Offer, the Squeeze-Out and the Post-Closing Merger Restructuring. It does not describe all Dutch tax consequences of acceptance or non-acceptance of the Offer that may be relevant for a Shareholder nor does this Offer Memorandum describe any tax consequences relating to jurisdictions other than the Netherlands that may be relevant for a Shareholder (other than in Section 3.2 (*United States of America*)). Each Shareholder is urged to consult its independent professional adviser regarding the tax consequences of acceptance or non-acceptance of the Offer.

3.2 United States of America

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 Dutch Civil Code for use in the European Union 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 the Offeror and Neways 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 Offer

Memorandum or any other documents regarding the Offer. Any declaration to the contrary may constitute 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).

3.3 Responsibility for information

The information included on the cover page, pages 1 and 2 and in Sections 1 (*Table of contents*) to 6 (*Explanation and background of the Offer*) (excluding Sections 3 (*Important information*), 6.6 (*Decision-making and Recommendation by the Boards*), 6.8 (*Shareholdings of the members of the Boards*), 6.11(f) (*Tax treatment of distributions*) and 6.22 (*EGM*)) and Section 8 (*Information regarding the Offeror*) has been solely provided by the Offeror.

The information included in Sections 6.6 (*Decision-making and Recommendation by the Boards*), 6.8 (*Shareholdings of the members of the Boards*), 6.22 (*EGM*), 7 (*Information regarding Neways*), 13 (*Financial information Neways*) and 14 (*Neways Articles of Association*) has been solely provided by Neways.

The information included in Sections 3 (*Important information*), 6.11(f) (*Tax treatment of distributions*), 9 (*Further information required by the Decree*), 10 (*Tax aspects of the Offer and Post-Closing Merger Restructuring*), 11 (*Press releases*), 12 (*Dutch language summary*) and 15 (*Advisers*) has been provided by the Offeror and Neways jointly.

The Offeror and Neways are exclusively responsible for the accuracy and completeness of the information provided in this Offer Memorandum, each severally with respect to the information it has solely provided, and jointly with respect to the information they have provided jointly.

The Offeror and Neways confirm, each severally with respect to the information it has solely provided, and jointly with respect to the information which they have provided jointly, that to the best of their knowledge, the information contained in this Offer Memorandum is in accordance with the facts and contains no omission likely to affect its import.

The information included in Sections 13.3 (*Comparative overview of consolidated statements of financial position as at 31 December 2020, 2019 and 2018*) to 13.5 (*Comparative overview of consolidated cash flow statement for the financial years 2020, 2019 and 2018*) and in Section 13.7 (*Financial statements for the financial year 2020 including independent auditor's report of KPMG*) has been sourced by Neways from the audited financial statements for the financial years 2020, 2019 and 2018 as published in the annual reports of Neways for 2020, 2019 and 2018. The information included in Section 13.8 (*Neways half year report 2021 and condensed consolidated interim financial statements for the six-month period ended 30 June 2021 including independent auditor's review report of KPMG*) has been sourced from the reviewed condensed consolidated interim financial statements as of and for the six-month period ended 30 June 2021 as published by Neways on 25 August 2021.

The independent auditor's reports included in Section 13.6 (*Independent auditor's report of KPMG on the selected consolidated financial information of Neways for the financial years 2020, 2019 and 2018*) and 13.8 (*Neways half year report 2021 and condensed consolidated interim financial statements for the six-month period ended 30 June 2021 including independent auditor's review report of KPMG*) have been sourced by Neways from KPMG Accountants N.V. (**KPMG**), the independent auditor of Neways for the financial years 2020, 2019 and 2018 and the six-month review for the first half year of 2021.

No person other than the Offeror and Neways, and without prejudice to the independent auditor's reports issued by KPMG included in this Offer Memorandum, 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**) to the Boards, is authorised to provide any information or to make any statements on behalf of the Offeror or Neways in connection with the Offer or the information contained in the Offer Memorandum. If any such information or statement is provided or made by parties other than the Offeror or Neways, such information or statements must not be relied upon as having been provided by or made by or on behalf of the Offeror or Neways. Any information or representation not contained in this Offer Memorandum or in press releases by the Offeror or Neways must not be relied upon as having been provided or made by or on behalf of the Offeror or Neways.

The information included on pages 1, 2 and 3 and in Section 12 (*Dutch language summary*) regards summarised and translated information, and as the case may be, has been derived from the information included in the other Sections of this Offer Memorandum.

Van Lanschot Kempen N.V. (**Kempen & Co**) has been engaged by the Offeror as settlement agent (the **Settlement Agent**) for the Offer, upon the terms and subject to the conditions set out in an engagement letter between Kempen & Co and the Offeror. Neither the Settlement Agent nor any of its directors, officers, agents or employees makes any representation or warranty as to the accuracy, completeness or fairness of the information or opinions described or incorporated by reference in this Offer Memorandum or for any other statements made or purported to be made either by itself or on its behalf in connection with the Offer set forth in this Offer Memorandum. Accordingly, the Settlement Agent disclaims all and any liability, whether arising in tort or contract or otherwise in respect of this Offer Memorandum and or any such other statements.

3.4 Presentation of financial information and other information

The information included in this Offer Memorandum reflects the situation as at the date of this Offer Memorandum, unless specified otherwise. Neither the issue nor the distribution of this Offer Memorandum shall under any circumstances imply that the information contained herein is accurate and complete as of any time subsequent to the date of this Offer Memorandum or that there has been no change in the information set out in this Offer Memorandum or in the affairs of the Offeror and Neways since the date of this Offer Memorandum. The foregoing does not affect the obligation of the Offeror or Neways, each insofar as it concerns them, to make a public announcement pursuant to, respectively, Article 4, paragraphs 1 and 3 of the Decree and Article 17 of Regulation (EU) No. 596/2014 (the **European Market Abuse Regulation**), if applicable.

The selected consolidated financial information of Neways (as included in Section 13 (*Financial information Neways*)) is that of Neways. The selected consolidated financial information should be read in conjunction with the consolidated financial statements of Neways for the financial years 2020, 2019 and 2018, and the notes thereto. The selected consolidated financial information of Neways is derived from Neways' financial statements, which have been audited by KPMG, Neways' independent auditor for the financial years 2020, 2019 and 2018.

The consolidated financial statements from which the selected consolidated financial information has been derived were prepared in accordance with International Financial Reporting Standards as adopted by the European Union (**IFRS**), and with Part 9 of Book 2 of the Dutch Civil Code.

Certain numerical figures set out in this Offer Memorandum, including financial data presented in millions or thousands, have been subject to rounding adjustments and, as a result, should therefore not be regarded as exact. In addition, the rounding also means that the totals of the data in this Offer Memorandum may vary slightly from the actual arithmetic totals of such information.

3.5 Governing law

This Offer Memorandum and the Offer are, and any acceptance, tender, contribution, purchase or transfer (*levering*) of Shares will be, governed by and construed in accordance with the laws of the Netherlands.

The District Court of Amsterdam (*Rechtbank Amsterdam*), the Netherlands, and its appellate courts shall have exclusive jurisdiction to settle any disputes which might arise out of or in connection with this Offer Memorandum, the Offer and/or any acceptance, tender, contribution, purchase or transfer (*levering*) of Shares. Accordingly, any legal action or proceedings arising out of or in connection with this Offer Memorandum, the Offer and/or any acceptance, tender, contribution, purchase or transfer (*levering*) of Shares must be brought exclusively in such courts.

3.6 Contact details

(a) The Offeror

Infestos Sustainable Solutions B.V.
Oldenzaalsestraat 500
7524 AE Enschede
The Netherlands

(b) Neways

Neways Electronics International N.V.
Science Park Eindhoven 5010
5692 EA Son en Breugel
The Netherlands

(c) Settlement Agent

Van Lanschot Kempen N.V.
Beethovenstraat 300
1077 WZ Amsterdam
The Netherlands

3.7 Assignment

On 24 June 2021, Infestos Sustainability and Neways entered into a merger protocol setting out their respective rights and obligations with respect to the Offer (the **Merger Protocol**). 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.

3.8 Language

This Offer Memorandum is published in the English language and a Dutch language summary is included as Section 12 (*Dutch language summary*). In the event of any differences, whether or not in interpretation, between the English text of this Offer Memorandum and the Dutch language summary of this Offer Memorandum, the English text of this Offer Memorandum shall prevail.

3.9 Availability of information

Digital copies of this Offer Memorandum are available on the websites of Neways (www.newayselectronics.com) and the Offeror (www.infestos.com). Copies of this Offer Memorandum are also available free of charge at the offices of Neways and the Settlement Agent, at the addresses mentioned in Section 3.6 (*Contact details*). The websites of Neways, the Offeror and the AFM do not constitute a part of, and are not incorporated by reference into, this Offer Memorandum.

3.10 Documentation incorporated by reference

The current Articles of Association, which are incorporated by reference in this Offer Memorandum, are available on the website of Neways (www.newayselectronics.com). Certain amendments of the Articles of Association will be proposed for adoption in accordance with the draft of the amended articles of association included in Section 14 (*Neways Articles of Association*), as described in Section 6.12 (*Amendments of the Articles of Association*) and Section 6.22 (*EGM*).

The annual reports for the financial years 2020, 2019 and 2018 are incorporated by reference in this Offer Memorandum. Copies thereof are available free of charge at the abovementioned offices of Neways and the Settlement Agent and on the website of Neways (www.newayselectronics.com).

3.11 Forward-looking statements

This Offer Memorandum may include "forward-looking statements" such as statements relating to the impact of the Transaction on the Offeror and Neways and the expected timing and completion of the Transaction. Forward-looking statements involve known or unknown risks and uncertainties because they relate to events and depend on circumstances that all may 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 Offer Memorandum. Although the Offeror and Neways, each with respect to the statements it has provided, believe 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. A multitude of factors including, but not limited to, changes in demand, regulation, competition and technology, can cause actual events,

performance, achievements or results to differ significantly from any anticipated or implied development.

Each of Infestos and Neways expressly disclaims any obligation or undertaking to release any update or revisions to any forward-looking statements contained herein as a result of any change in expectations or projections, or any change in events, conditions, assumptions or circumstances on which these forward-looking statements are based, except as required by Applicable Laws or by any competent authority.

Neither Infestos nor Neways nor their advisers or representatives nor any of their affiliates or any such person's officers or employees guarantees that the assumptions underlying such forward-looking statements are free from errors nor does either accept any responsibility for the future accuracy of the forward-looking statements contained in this Offer Memorandum or the actual occurrence of the anticipated or implied developments. A Shareholder should not place undue reliance on forward-looking statements, which speak only as of the date of this Offer Memorandum.

3.12 Financial advisers

Kempen & Co and Joh. Berenberg, Gossler & Co. KG (**Berenberg**) are each acting as financial adviser to the Offeror in connection with the Transaction and to no one else. Kempen & Co and Berenberg will not regard any other person (whether or not a recipient of this Offer Memorandum) as a client in relation to the Offer or any other matter referred to in this Offer Memorandum and will not be responsible to anyone other than the Offeror for providing the protections afforded to the clients of Kempen & Co and Berenberg or any of their affiliates, nor for providing advice in relation to the Offer or any other matter referred to in this Offer Memorandum. Kempen & Co and Berenberg have given and have not withdrawn their written consent to the references to their name in the form and context in which it appears in this Offer Memorandum. As set out in Section 3.3 (*Responsibility for information*), Kempen & Co also acts as Settlement Agent under the Offer.

ABN AMRO is acting as financial adviser exclusively to Neways in connection with the Transaction and AXECO Corporate Finance B.V. (**AXECO**) is acting as financial adviser exclusively to the Supervisory Board in connection with the Transaction and to no one else. ABN AMRO and AXECO will not regard any other person, whether or not a recipient of this Offer Memorandum, as a client in relation to the Offer or any other matter referred to in this Offer Memorandum and they will not be responsible to anyone other than Neways for providing the protections afforded to the clients of ABN AMRO and AXECO respectively, or for providing advice in relation to the Offer or any other matter referred to in this Offer Memorandum. ABN AMRO and AXECO have given and not withdrawn their written consent to the references to their names in the form and context in which they appear in this Offer Memorandum.

ABN AMRO issued its Fairness Opinion to the Boards on 24 June 2021. The full text of the Fairness Opinion, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with the Fairness Opinion, is included as a schedule to the Position Statement. The Fairness Opinion is not a recommendation as to whether or not a holder of Shares should tender such Shares in connection with the Offer or any other matter.

4. DEFINITIONS

Capitalised words and expressions used in this Offer Memorandum, including those used on the cover page and pages 1, 2 and 3, shall have the meanings ascribed to such words and expressions hereunder. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

ABN AMRO	has the meaning given to it in Section 3.3 (<i>Responsibility for information</i>);
Acceptance 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;
Acceptance Threshold	has the meaning given to it in Section 6.5(a)(i) (<i>Offer Conditions</i>);
Admitted Institution	has the meaning given to it in Section 5.3(b) (<i>Acceptance by Shareholders through Admitted Institutions</i>);
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	has the meaning given to it on page 1;
Alternative Proposal	means 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 (<i>verplicht bod</i>) 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;

Annual Cash Bonus	has the meaning given to it in Section 7.10(b) (<i>PGIBD Neways</i>);
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 (<i>Wet op de ondernemingsraden</i>), the Dutch Merger Code (<i>SER Fusiegedragsregels 2015</i>), the rules and regulations of Euronext Amsterdam and the Dutch Civil Code (<i>Burgerlijk Wetboek</i>);
Articles of Association	means the articles of association of Neways, as they apply from time to time;
AXECO	has the meaning given to it in Section 3.12 (<i>Financial advisers</i>);
Berenberg	has the meaning given to it in Section 3.12 (<i>Financial advisers</i>);
Boards	has the meaning given to it on page 1;
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;
CET	means Amsterdam time;
Chair	has the meaning given to it in Section 6.14 (<i>Composition of the Supervisory Board</i>);
Chamber of Commerce	means the Netherlands Chamber of Commerce (<i>Kamer van Koophandel</i>);
Closing Date	has the meaning given to it on page 2;
Closing Time	has the meaning given to it on page 2;

Commencement Date	means the first Business Day following the announcement of this Offer Memorandum being generally available;
Company Holdco	means Neways Holdco B.V., a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) 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 Chamber of Commerce under number 83658459;
Company Sub	means Neways Sub B.V., a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) 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 Chamber of Commerce under number 83660224;
Confidentiality Agreement	has the meaning given to it in Section 6.6 (<i>Decision-making and Recommendation by the Boards</i>);
Consultancy Agreement	means the consultancy agreement that shall be entered into by the Offeror and Neways on arm's length terms, as soon as reasonably practicable after the Settlement Date;
DCC	means the Dutch Civil Code (<i>Burgerlijk Wetboek</i>);
Decree	has the meaning given to it on page 1;
Directors	has the meaning given to it in Section 7.10(c) (<i>PGID Neways</i>);
Distributions	has the meaning given to it on page 1;
Dutch Corporate Governance Code	means the Dutch Corporate Governance Code 2016, as established under Article 2:391, paragraph 5 of the Dutch Civil Code, as amended from time to time;
EBIT	means earnings before interest and taxes;
EBITDA	means earnings before interest, taxes, depreciation and amortisation;
EGM	has the meaning given to it on page 2;
EMS	has the meaning given to it in Section 6.2(b) (<i>Analyses</i>);
Enterprise Chamber	means the Netherlands Enterprise Court at the Amsterdam Court of Appeal (<i>Ondernemingskamer</i>);

Euronext Amsterdam	means the stock exchange of Euronext Amsterdam, the regulated market of Euronext Amsterdam N.V.;
European Market Abuse Regulation	has the meaning given to it in Section 3.4 (<i>Presentation of financial information and other information</i>);
Exclusivity Period	means the period from 24 June 2021, being the date of the Merger Protocol, until the earlier of (i) midnight on the Settlement Date and (ii) the date on which the Merger Protocol is terminated in accordance with Section 6.21 (<i>Termination Merger Protocol</i>);
Fairness Opinion	means the fairness opinion rendered by ABN AMRO to the Boards;
First Notice	has the meaning given to it in Section 6.20(c) (<i>Procedure in the event of a Potential Superior Offer</i>);
Governmental Entity	has the meaning given to it in Section 6.5(a)(xii) (<i>No Order</i>);
Grants	has the meaning given to it in Section 7.10(b) (<i>PGIBD Neways</i>);
IFRS	has the meaning given to it in Section 3.4 (<i>Presentation of financial information and other information</i>);
Independent Supervisory Board Members	has the meaning given to it in Section 6.14 (<i>Composition of the Supervisory Board</i>);
Infestos	has the meaning given to it in Section 8.1(b)(ii) (<i>Infestos Sustainability</i>);
Infestos Sustainability	has the meaning given to it on page 1;
IoT	means internet of things;
Kempen & Co	means Van Lanschot Kempen N.V.;
KPMG	has the meaning given to it in Section 3.3 (<i>Responsibility for information</i>);
Liquidation	has the meaning given to it in Section 6.11(b) (<i>Post-Closing Merger Restructuring</i>);
Liquidation Distribution	has the meaning given to it in Section 6.11(b) (<i>Post-Closing Merger Restructuring</i>);
Long Stop Date	has the meaning given to it in Section 6.5(f) (<i>Long Stop Date</i>);
LTM	has the meaning given to it in Section 6.2(b) (<i>Analyses</i>);
Management Board	has the meaning given to it on page 1;

Matched Offer	has the meaning given to it in Section 6.20(e) (<i>Procedure in case of a Superior Offer</i>);
Matching Offer Period	has the meaning given to it in Section 6.20(e) (<i>Procedure in case of a Superior Offer</i>);
Matching Right	has the meaning given to it in Section 6.20(e) (<i>Procedure in case of a Superior Offer</i>);
Material Adverse Effect	means any event, occurrence, fact, circumstance, condition, change or effect that occurred after the date of the Merger Protocol and, individually or taken together, has or is reasonably expected to have a material adverse effect on (i) the business, operations, results of operations, or condition (financial or otherwise) of the Neways Group, taken as a whole, or (ii) the ability of the Offeror to timely consummate the Transaction in accordance with the terms of the Merger Protocol; provided, however, that with respect to (i) above, the following shall not be deemed to have or contribute to, or be taken into account in determining whether there has been or would reasonably be expected to be, a Material Adverse Effect: any event, occurrence, fact, condition or change caused by or resulting from: (a) changes, after 24 June 2021, in prevailing interest rates, currency exchange rates or other economic, monetary or political conditions in the European Union, including any adverse development regarding the European Union, its member states (including Brexit or one or more other member states leaving such union) or Eurozone (including one or more members leaving such zone); (b) general changes, after 24 June 2021 in the European Union securities markets; (c) changes or events, after 24 June 2021, generally affecting the industries in which the Offeror and Neways operate and not specifically relating to Neways Group, as the case may be; (d) general changes, after 24 June 2021, in accounting requirements applicable to the Neways Group, including in the interpretation or the enforcement thereof; (e) changes, after 24 June 2021, in mandatory law of general applicability or enforcement thereof by any Governmental Entity; (f) actions or omissions of the Offeror required hereunder;

- (g) any natural disaster, pandemic, and particularly in relation to the Covid-19 pandemic the material worsening thereof, any outbreak of major hostilities in which the European Union is involved or any act of terrorism, sabotage, armed hostilities or military action within the European Union;
- (h) the Transaction contemplated by the Merger Protocol; or
- (i) any failure by Neways or the Neways Group to meet any internal or published projections or forecasts of revenue or earnings predictions, or a change in the trading prices, or trading volume, of a party's capital stock, provided, however, that, in the case of this paragraph (i), the underlying cause for such failure may be considered in determining whether there may be a Material Adverse Effect,

by itself (it being understood that any facts or circumstances giving rise to or contributing to such change that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect), except in the case of paragraphs (a), (b), (c), (d), (e) and (g), to the extent that the Neways Group is disproportionately adversely affected relative to other companies in the industries in which the Offeror or Neways operate, in which case such event, occurrence, fact, condition or change may be taken into account in determining whether a "Material Adverse Effect" has occurred;

Menor	has the meaning given to it in Section 6.7(c) (<i>Irrevocable undertaking of Menor</i>);
Merger Proposal	has the meaning given to it in Section 6.11(b) (<i>Post-Closing Merger Restructuring</i>);
Merger Protocol	has the meaning given to it in Section 3.7 (<i>Assignment</i>);
Neways	means Neways Electronics International N.V., a public limited liability company (<i>naamloze vennootschap</i>) 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 Chamber of Commerce under number 17036989;
Neways Group	means Neways together with its Affiliates;
Neways Incentive Plans	has the meaning given to it in Section 7.10(a) (<i>Overview of incentive plans</i>);

Neways Strategy	has the meaning given to it in Section 6.17(a) (<i>Strategy</i>);
Non-Financial Covenants	has the meaning given to it in Section 6.17 (<i>Non-Financial Covenants</i>);
Offer	has the meaning given to it on page 1;
Offer Conditions	has the meaning given to it in Section 6.5(a) (<i>Offer Conditions</i>);
Offer Memorandum	has the meaning given to it on page 2;
Offeror	means Infestos Sustainable Solutions B.V., a private limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>) incorporated under the laws of the Netherlands with its corporate seat in Enschede, the Netherlands and its office address at Oldenzaalsestraat 500, 7524 AE Enschede, the Netherlands, and registered with the trade register of the Chamber of Commerce under number 83266615;
Offeror Group	means the Offeror together with its Affiliates;
Offer Price	has the meaning given to it on page 1;
Order	has the meaning given to it in Section 6.5(a)(xii) (<i>No Order</i>);
OtterBrabant	has the meaning given to it in Section 6.7(b) (<i>Irrevocable undertaking of OtterBrabant</i>);
PCBA	means Printed Circuit Board Assembly;
Performance Shares	has the meaning given to it in Section 7.10(b) (<i>PGIBD Neways</i>);
Performance Share Plan	has the meaning given to it in Section 7.10(b) (<i>PGIBD Neways</i>);
PGID Neways	has the meaning given to it in Section 7.10(a) (<i>Overview of incentive plans</i>);
PGIBD Neways	has the meaning given to it in Section 7.10(a) (<i>Overview of incentive plans</i>);
Post-Closing Acceptance Period	has the meaning given to it on page 2;
Post-Closing Measure	has the meaning given to it in Section 6.11(c) (<i>Other Post-Closing Measures</i>);
Post-Closing Merger Resolutions	has the meaning given to it in Section 6.22 (<i>EGM</i>);

Post-Closing Merger Restructuring	has the meaning given to it in Section 6.11(b) (<i>Post-Closing Merger Restructuring</i>);
Post-Closing Restructuring Threshold	has the meaning given to it in Section 6.11(b) (<i>Post-Closing Merger Restructuring</i>);
Position Statement	has the meaning given to it on page 1;
Potential Superior Offer	has the meaning given to it in Section 6.20(a) (<i>Potential Superior Offer</i>);
Recommendation	has the meaning given to it in Section 6.6 (<i>Decision-making and Recommendation by the Boards</i>);
Reference Date	has the meaning given to it in Section 6.2(b) (<i>Analyses</i>);
Relevant Persons	has the meaning given to it in Section 6.19 (<i>Exclusivity and Alternative Proposal</i>);
Resolutions	has the meaning given to it in Section 6.22 (<i>EGM</i>);
Reverse Termination Fee	has the meaning given to it in Section 6.21 (<i>Termination Fee</i>);
Shareholders	has the meaning given to it on page 1;
Shares	has the meaning given to it on page 1;
Share Sale	has the meaning given to it in Section 6.11(b) (<i>Post-Closing Merger Restructuring</i>);
Short Term Incentive Plan	has the meaning given to it in Section 7.10(b) (<i>PGIBD Neways</i>);
Second Notice	has the meaning given to it in Section 6.20(e) (<i>Procedure in case of a Superior Offer</i>);
Settlement	has the meaning given to it on page 2;
Settlement Agent	has the meaning given to it in Section 3.3 (<i>Responsibility for information</i>);
Settlement Date	has the meaning given to it on page 2;
Squeeze-Out	has the meaning given to it in Section 6.11(d) (<i>Statutory Squeeze-Out proceedings</i>);
Superior Offer	has the meaning given to it in Section 6.20(b) (<i>Superior Offer</i>);
Supervisory Board	has the meaning given to it on page 1;
Tendered Share	has the meaning given to it on page 2;

Terminating Party	has the meaning given to it in Section 6.21(a) (<i>Termination grounds</i>);
Termination Fee	has the meaning given to it in Section 6.21(b) (<i>Termination Fee</i>);
Transaction	means the Offer and the transactions contemplated in connection therewith and as set out in the Merger Protocol, including, to the extent applicable, the Squeeze-Out or the Post-Closing Merger Restructuring;
Triangular Merger	has the meaning given to it in Section 6.11(b) (<i>Post-Closing Merger Restructuring</i>);
Unconditional Date	has the meaning given to it on page 2;
U.S. Exchange Act	means the U.S. Securities Exchange Act of 1934, as amended;
VDL Groep	has the meaning given to it in Section 6.6 (<i>Decision-making and Recommendation by the Boards</i>);
VDL Groep Offer	has the meaning given to it in Section 6.6 (<i>Decision-making and Recommendation by the Boards</i>);
VWAP	means volume weighted average price;
Wft	has the meaning given to it on page 1;
Works Council	means the central works council of Neways;
ZBG	has the meaning given to it in Section 6.7(a) (<i>Irrevocable undertaking of ZBG</i>); and
ZBG Irrevocable	has the meaning given to it in Section 6.7(a) (<i>Irrevocable undertaking of ZBG</i>).

5. INVITATION TO THE SHAREHOLDERS

5.1 Invitation to the Shareholders

The Offeror hereby makes a recommended public cash offer for all Shares on the terms and subject to the conditions and restrictions set forth in this Offer Memorandum. Shareholders are advised to review this Offer Memorandum (including all documents incorporated by reference therein), in particular Sections 2 (*Restrictions*) and 3 (*Important information*), thoroughly and completely to reach a balanced and well-informed judgement with respect to the Offer and this Offer Memorandum. Shareholders who consider not tendering their Shares are advised to review Sections 6.10 (*Implications of the Offer being declared unconditional*) and 6.11 (*Possible Post-Closing Measures and future legal structure*) in particular.

With due reference to all statements, terms, conditions and restrictions included in this Offer Memorandum, Shareholders are hereby invited to tender their Shares under the Offer in the manner and on the terms and subject to the conditions and restrictions set out in this Offer Memorandum.

5.2 Offer Price

(a) Consideration

On 24 June 2021, Neways and Infestos Sustainability agreed that Shareholders tendering their Shares under the Offer would be paid on the terms and subject to the conditions contained in this Offer Memorandum in consideration for each Share validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) that is not validly withdrawn and is transferred (*geleverd*) to the Offeror, an amount in cash of EUR 14.55 (fourteen euro and fifty five eurocents) (*cum dividend*), net of any applicable withholding taxes.

(b) Distributions

The Offer Price includes any Distribution that may be declared or paid by Neways after 24 June 2021. Consequently, if prior to Settlement any Distribution is declared in respect of the Shares, the Offeror will reduce the Offer Price accordingly.

On 24 June 2021, Neways and Infestos Sustainability agreed that in the period up to and including Settlement, Neways will not declare or pay any Distribution.

5.3 Acceptance by Shareholders

(a) General

The tender of any Share by a Shareholder constitutes an acceptance of the Offer by the Shareholder. Before taking any action, Shareholders should carefully verify how they hold their shares: through an Admitted Institution (as defined below) or directly (e.g. individually recorded in Neways' shareholders' register). If in doubt, Shareholders should contact the Settlement Agent using the contact details included in Section 3.6 (*Contact details*).

(b) Acceptance by Shareholders through Admitted Institutions

Shareholders who hold their Shares through an institution admitted to Euronext Amsterdam (*aangesloten instelling*) (an **Admitted Institution**) are requested to make their acceptance known through their bank or stockbroker no later than the Closing Time, being 17:40 hours CET on the Closing Date, unless the Acceptance Period is extended in accordance with Section

5.6 (*Extension*). The custodian, bank or stockbroker may set an earlier deadline for communication by Shareholders in order to permit the custodian, bank or stockbroker to communicate its acceptances to the Settlement Agent in a timely manner. Accordingly, Shareholders holding Shares through a financial intermediary should comply with the dates communicated by such financial intermediary, as such dates may differ from and be earlier than the dates and times noted in this Offer Memorandum.

Admitted Institutions may tender Shares for acceptance only to the Settlement Agent and only in writing. In submitting the acceptance, Admitted Institutions are required to declare that (i) they have the Tendered Shares in their administration, (ii) each Shareholder who accepts the Offer irrevocably represents and warrants that (A) the Tendered Shares are being tendered in compliance with the restrictions set out in Sections 2 (*Restrictions*) and 3 (*Important information*) and (B) it is not the subject or target, directly or indirectly, of any economic or financial sanctions administered or enforced by any agency of the U.S. government, the European Union, any member state thereof, or the United Nations, other than solely by virtue of its inclusion in, or ownership by a person included in, the U.S. "Sectoral Sanctions Identifications (SSI) List" or Annex III, IV, V or VI of Council Regulation (EU) No. 833/2014 of 31 July 2014, as amended, and (iii) they undertake to effect the transfer (*levering*) of these Tendered Shares to the Offeror prior to or ultimately on the Settlement Date, provided that the Offer has been declared unconditional (*gestand is gedaan*).

Although under normal circumstances the relevant Admitted Institutions will ensure that the Tendered Shares are transferred (*geleverd*) to the Offeror on behalf of the Shareholder, each Shareholder is responsible for the transfer (*levering*) of such Tendered Shares to the Offeror.

Subject to Article 5b, paragraph 5, Article 15, paragraphs 3 and 8 and Article 15a, paragraph 3 of the Decree, the tendering of Shares by a Shareholder in acceptance of the Offer will constitute irrevocable instructions (i) to block any attempt to transfer (*leveren*) such Tendered Shares, so that on or prior to the Settlement Date no transfer (*levering*) of such Tendered Shares may be effected (other than to the Settlement Agent on or prior to the Settlement Date if the Offer is declared unconditional (*gestand wordt gedaan*) and the Tendered Shares have been accepted for purchase) and (ii) to debit the securities account in which such Tendered Shares are held on the Settlement Date in respect of all of the Tendered Shares, against payment by the Settlement Agent of the Offer Price per Share and (iii) to effect the transfer (*levering*) of those Tendered Shares to the Offeror.

(c) Acceptance by Shareholders individually recorded in Neways' shareholders' register

Shareholders individually recorded in Neways' shareholders' register wishing to accept the Offer in respect of such registered Shares must deliver a completed and signed acceptance form to the Settlement Agent, in accordance with the terms and conditions of the Offer, no later than 17:40 hours CET on the Closing Date. The acceptance forms are available upon request from the Settlement Agent. The acceptance form will also serve as a deed of transfer (*akte van levering*) with respect to the Shares referenced therein.

(d) Validity of the Tendered Shares, waiver of defects, return of Tendered Shares

The Offeror will determine questions as to the validity, form, eligibility, including time of receipt, and acceptance for purchase of any tender of Shares, in its sole reasonable discretion and the Offeror's determination will be final and binding. The Offeror reserves the right to reject any and all tenders of Shares that it in all reasonableness determines are not in proper form or the acceptance for purchase of which may be unlawful. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived. The

Offeror's interpretation of the terms and conditions of the Offer, including the acceptance forms and instructions thereto, will be final and binding.

There shall be no obligation on the Offeror, the Settlement Agent, or any person acting on its or their behalf to give notice of any defects or irregularities in any acceptance or notice of withdrawal and no liability shall be incurred by any of them for failure to give any such notification.

The Offeror reserves the right to accept any tender of Shares pursuant to the Offer, even if such tender has not been made in compliance with the terms and conditions of the Offer, including the procedures set forth in this Section 5.3 (*Acceptance by Shareholders*).

If Tendered Shares in accordance with the instructions set forth in this Offer Memorandum are not accepted for purchase pursuant to the terms and conditions of the Offer, the Offeror will cause the Shares to be returned promptly following the announcement of the lapse or withdrawal of the Offer, as the case may be.

(e) Undertakings, representations and warranties by tendering Shareholders

Each Shareholder tendering Shares under the Offer, by such tender, undertakes, represents and warrants to the Offeror, on the date that such Shares are tendered and up to and including the Settlement Date or, with respect to Shares tendered in the Post-Closing Acceptance Period, the settlement date for such Shares, that:

- (i) the tender of any Shares constitutes an acceptance by the Shareholder of the Offer, on the terms and subject to the conditions and restrictions of the Offer as set out in this Offer Memorandum;
- (ii) such Shareholder has full power and authority to tender, sell and transfer (*leveren*) the Tendered Shares by it, and has not entered into any other agreement to tender, sell or transfer (*leveren*) the Shares stated to have been tendered to any party other than the Offeror (together with all rights attaching thereto) and, when such Shares are purchased by the Offeror under the Offer, the Offeror will acquire such Shares with full title guarantee and free and clear of all third party rights, rights of pledge, other encumbrances and restrictions of any kind, unless such third party rights and restrictions arise solely and result directly from such Shares being held in book entry form by Euroclear or pursuant to the Articles of Association;
- (iii) such Shares are being tendered in compliance with the restrictions as set out in Sections 2 (*Restrictions*) and 3 (*Important information*) and the securities and other applicable laws or regulations of the jurisdiction in which such Shareholder is located or of which it is a resident and no registration, approval or filing with any regulatory authority of such jurisdiction is required in connection with the tendering of such Shares; and
- (iv) such Shareholder is not the subject or target, directly or indirectly, of any economic or financial sanctions administered or enforced by any agency of the U.S. government, the European Union, any member state thereof, or the United Nations, other than solely by virtue of its inclusion in, or ownership by a person included in, the U.S. "Sectoral Sanctions Identifications (SSI) List" or Annex III, IV, V or VI of Council Regulation (EU) No. 833/2014 of 31 July 2014, as amended.

Furthermore, each Shareholder tendering Shares under the Offer, by such tender, acknowledges towards and agrees with the Offeror (A) that it has received this Offer Memorandum, and has reviewed and accepted the restrictions, terms, conditions and other considerations of the Offer, all as described in this Offer Memorandum, and has undertaken an analysis of the implications of the Offer without reliance on the Offeror, the Settlement Agent or any other representative of the Offeror, except as set forth in this Offer Memorandum and (B) as of the date on which its Shares are transferred (*geleverd*) to the Offeror, that it has waived any and all rights or entitlements that the Shareholder may have in its capacity as Shareholder or otherwise in connection with its shareholding in Neways vis-à-vis any member of the Neways Group and any past or current member of the Boards.

(f) **Withdrawal rights**

Shares tendered on or prior to the Closing Date may not be withdrawn, subject to the right of withdrawal of any tender pursuant to the provisions of Article 5b, paragraph 5, Article 15, paragraphs 3 and 8 and Article 15a, paragraph 3 of the Decree:

- (i) during any extension of the Acceptance Period in accordance with the provisions of Article 15, paragraph 3 of the Decree;
- (ii) following an announcement of a mandatory public offer in accordance with the provisions of Article 5b, paragraph 5 of the Decree, provided that such Shares were already tendered prior to such announcement and withdrawn within seven (7) Business Days following such announcement;
- (iii) following the filing of a successful request to set a reasonable price for a mandatory public bid by the Offeror in accordance with the provisions of Article 15, paragraph 8 of the Decree, provided that (A) such request was granted, (B) such Shares were already tendered prior to the filing of such request, and (C) such Shares were withdrawn within seven (7) Business Days following the date on which the judgment of the Enterprise Chamber was declared provisionally enforceable or became final and conclusive; or
- (iv) following an increase of the Offer Price as a result of which the Offer Price no longer consists only of a cash component and a document in relation thereto is made publicly available in accordance with the provisions of Article 15a, paragraph 3 of the Decree, provided that such Shares were already tendered before such document was made publicly available and withdrawn within seven (7) Business Days following such document being made publicly available.

To withdraw Tendered Shares, Shareholders must instruct the Admitted Institution they initially instructed to tender the Shares or, if Shares are individually recorded in Neways' shareholders' register, must instruct the Settlement Agent directly to arrange for the withdrawal of such Shares by the timely deliverance of a written or facsimile transmission notice of withdrawal to the Settlement Agent.

Any notice of withdrawal for Shares must specify the name of the person having tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of the Shares to be withdrawn, if different from that of the person who tendered such Shares. The signature(s) on the notice of withdrawal of Shares must be guaranteed by an Admitted Institution, unless such Shares have been tendered for the account of any intermediary. All questions as to the form and validity, including time of receipt, of any notice of withdrawal will be determined by the Offeror, in its sole discretion, which determination will

be final and binding. Shareholders should contact their financial intermediary to obtain information about the deadline by which such Shareholder must send instructions to the financial intermediary to withdraw their acceptance of the Offer and should comply with the dates set by such financial intermediary, as such dates may differ from the dates and times noted in this Offer Memorandum.

Withdrawals of tenders of Shares cannot be rescinded, and any Shares validly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, validly withdrawn Shares may be retendered by the procedure for tendering Shares described in Section 5.3 (*Acceptance by Shareholders*).

During the Post-Closing Acceptance Period (if any), no withdrawal rights will apply to Shares tendered during such Post-Closing Acceptance Period or to Shares tendered under the Offer on or prior to the Closing Date and accepted by the Offeror.

5.4 Acceptance Period

The Acceptance Period will commence at 09:00 hours CET on 1 September 2021 and will expire on 27 October 2021 at 17:40 hours CET on the Closing Date, unless the Acceptance Period is extended in accordance with Section 5.6 (*Extension*).

If the Offer is declared unconditional (*gestand is gedaan*), the Offeror will accept the Tendered Shares not previously withdrawn pursuant to the provisions of Article 5b, paragraph 5, Article 15, paragraphs 3 and 8 and Article 15a, paragraph 3 of the Decree and in accordance with the procedures set forth in Section 5.3 (*Acceptance by Shareholders*).

5.5 Declaring the Offer unconditional

The obligation of the offeror within the meaning of Article 1:1 Wft to declare the Offer unconditional (*gestand doen*) is subject to the satisfaction or waiver of the Offer Conditions. Reference is made to Section 6.5 (*Offer Conditions, waiver and satisfaction*). The Offer Conditions may be waived, to the extent permitted by law or by agreement, as set out in Section 6.5(b) (*Waiver of the Offer Conditions*). If any Offer Condition is waived in accordance with Section 6.5(b) (*Waiver of the Offer Conditions*), the Offeror on behalf of the offeror within the meaning of Article 1:1 Wft will inform the Shareholders as required by the Applicable Laws.

No later than on the Unconditional Date (i.e. no later than the third (3rd) Business Day following the Closing Date), the offeror within the meaning of Article 1:1 Wft will determine whether the Offer Conditions have been satisfied or waived as set out in Section 6.5 (*Offer Conditions, waiver and satisfaction*), to the extent permitted by Applicable Laws. In addition, the Offeror on behalf of the offeror within the meaning of Article 1:1 Wft will announce on the Unconditional Date whether (i) the Offer is declared unconditional (*gestand is gedaan*), (ii) the Acceptance Period will be extended in accordance with Article 15 of the Decree (see also Section 5.6 (*Extension*)), or (iii) the Offer is terminated as a result of the Offer Conditions set out in Section 6.5(a) (*Offer Conditions*) not having been satisfied or waived, all in accordance with Section 6.5(b) (*Waiver of the Offer Conditions*), Section 6.5(e) (*Satisfaction*) and Article 16 of the Decree. In the event that the Offer is not declared unconditional (*niet gestand is gedaan*), the Offeror on behalf of offeror within the meaning of Article 1:1 Wft will explain such decision.

In the event that the offeror within the meaning of Article 1:1 Wft declares the Offer unconditional (*gestand is gedaan*), the Offeror will accept all Tendered Shares and may, after consultation with Neways, announce a Post-Closing Acceptance Period (*na-aanmeldingstermijn*) as set out in Section 5.8 (*Post-Closing Acceptance Period*) of two (2)

weeks to enable Shareholders who did not tender their Shares during the Acceptance Period to tender their Shares during the Post-Closing Acceptance Period under the same terms and conditions as the Offer.

5.6 Extension

If one or more of the Offer Conditions set out in Section 6.5 (*Offer Conditions, waiver and satisfaction*) is not satisfied by the initial Closing Date or waived in accordance with Section 6.5 (*Offer Conditions, waiver and satisfaction*), the Offeror may decide, in accordance with Article 15, paragraph 1 and paragraph 2 of the Decree, to extend the Acceptance Period once for a minimum period of two (2) weeks and a maximum period of ten (10) weeks calculated from the initial Closing Date and any subsequent extension shall be subject to the receipt of an exemption granted by the AFM and shall be until such time as the Offeror, after consultation with Neways, reasonably believes is necessary to cause the Offer Conditions to be satisfied.

In the event (i) the AFM does not grant an exemption to extend the Acceptance Period and (ii) the Acceptance Period has lapsed without the Offer having been declared unconditional (*gestand gedaan*), the Offeror may, in its sole discretion, promptly request the AFM to grant an exemption enabling the Offeror to immediately make (*uitbrengen*) a new public offer on the same terms and conditions as the Offer with an acceptance period not expiring after the Long Stop Date. In the event that a third party makes or announces an offer prior to the expiration of the Acceptance Period, the Offeror may decide, after consultation with Neways, to extend the Acceptance Period in accordance with Article 15, paragraph 5 of the Decree.

In the event of any extension, all references in this Offer Memorandum to "Closing Time", "17:40 hours CET" and "Closing Date" shall, unless the context requires otherwise, be changed to the date and time to which the Acceptance Period has been so extended.

If the Acceptance Period is extended, so that the obligation pursuant to Article 16 of the Decree to announce whether the Offer is declared unconditional (*gestand wordt gedaan*) is postponed, a public announcement to that effect will be made ultimately on the third (3rd) Business Day following the initial Closing Date in accordance with the provisions of Article 15, paragraphs 1 and 2 of the Decree. If the Offeror extends the Acceptance Period, the Offer will expire on the time and date to which the Offeror extends the Acceptance Period.

During an extension of the Acceptance Period, any Shares previously tendered and not validly withdrawn will remain tendered under the Offer, subject to the right of each Shareholder to withdraw the Shares he or she has already tendered in accordance with Section 5.3(f) (*Withdrawal rights*).

5.7 Settlement

In the event that the Offeror declares the Offer unconditional (*gestand is gedaan*), Shareholders who have validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and have not validly withdrawn and have transferred (*geleverd*) their Shares for acceptance pursuant to the Offer on or prior to the Closing Date will receive no later than on the fifth (5th) Business Day after the Unconditional Date the Offer Price in respect of each Tendered Share, as of which moment revocation (*herroeping*), dissolution (*ontbinding*) or annulment (*vernietiging*) of a Shareholder's acceptance, tender or transfer (*levering*) shall not be permitted. Settlement will only take place if the Offer is declared unconditional (*gestand is gedaan*). The Offeror cannot guarantee that Shareholders will actually receive the payment within this period from the Admitted Institution with whom they hold their Shares.

5.8 Post-Closing Acceptance Period

In the event that the Offeror declares the Offer unconditional (*gestand is gedaan*), the Offeror may, after consultation with Neways, in accordance with Article 17 of the Decree, within three (3) Business Days after declaring the Offer unconditional, publicly announce a Post-Closing Acceptance Period (*na-aanmeldingstermijn*) of two (2) weeks to enable Shareholders who did not tender their Shares during the Acceptance Period to tender their Shares during the Post-Closing Acceptance Period under the same terms and conditions as the Offer.

In the Post-Closing Acceptance Period, Shareholders who hold their Shares through an Admitted Institution are requested to make their acceptance known through their bank or stockbroker no later than 17:40 hours CET on the last Business Day of the Post-Closing Acceptance Period. The custodian, bank or stockbroker may set an earlier deadline for communication by Shareholders in order to permit the custodian, bank or stockbroker to communicate its acceptances to the Settlement Agent in a timely manner. Accordingly, Shareholders holding Shares through a financial intermediary should comply with the dates communicated by such financial intermediary, as such dates may differ from the dates and times noted in this Offer Memorandum.

In the Post-Closing Acceptance Period, Shareholders individually recorded in Neways' shareholders' register wishing to accept the Offer in respect of such registered Shares must deliver a completed and signed acceptance form to the Settlement Agent, in accordance with the terms and conditions of the Offer, no later than 17:40 hours CET on the last Business Day of the Post-Closing Acceptance Period. The acceptance forms are available upon request from the Settlement Agent. The acceptance form will also serve as a deed of transfer (*akte van levering*) with respect to the Shares referenced therein.

The Offeror will publicly announce the results of the Post-Closing Acceptance Period and the total amount and total percentage of Shares held by it in accordance with Article 17, paragraph 4 of the Decree ultimately on the third (3rd) Business Day following the last day of the Post-Closing Acceptance Period. The Offeror shall accept all Tendered Shares (or defectively tendered, provided that such defect has been waived by the Offeror) during such Post-Closing Acceptance Period.

During the Post-Closing Acceptance Period, Shareholders have no right to withdraw Shares from the Offer which are validly tendered (or defectively tendered, provided that such defect has been waived by the Offeror) during the Acceptance Period or during the Post-Closing Acceptance Period. Shareholders who have validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and transferred (*geleverd*) their Shares for acceptance under the Offer during the Post-Closing Acceptance Period, will receive the Offer Price from the Offeror in respect of each Tendered Share no later than on the fifth (5th) Business Day after expiration of the Post-Closing Acceptance Period.

In the event any Distribution on the Shares is made by Neways on or prior to the settlement date of the Shares tendered in the Post-Closing Acceptance Period, the Offer Price will be reduced accordingly.

As of the relevant settlement date, revocation (*herroeping*), dissolution (*ontbinding*) or annulment (*vernietiging*) of the acceptance, tendering, sale or transfer (*levering*) of any Share tendered during the Post-Closing Acceptance Period is not possible.

5.9 Costs related to tendering

No costs will be charged to Shareholders by the Offeror or by Neways for the transfer (*levering*) of each Tendered Share and payment of the Offer Price if an Admitted Institution is involved. However, Shareholders may be charged certain fees by Admitted Institutions or their custodians, banks or stockbrokers. Costs may also be charged to Shareholders by or on behalf of a foreign institution involved in the transfer (*levering*) and payment of the Tendered Shares. Shareholders should consult their custodians, banks and/or stockbrokers regarding any such fees.

5.10 Withholding

The Offeror is entitled to deduct and withhold from the Offer Price such amounts as the Offeror is required to deduct and withhold with respect to the payment of the Offer Price under any provision of applicable tax or social security law. To the extent that amounts are so deducted and withheld by the Offeror, those amounts shall be treated for all purposes as having been paid to the Shareholders on behalf of which such deduction and withholding was made by the Offeror.

5.11 Restrictions

The Offer is being made with due observance of the statements, conditions and restrictions included in this Offer Memorandum. The Offeror reserves the right to accept any tender under the Offer that is made by or on behalf of a Shareholder, even if it has not been effected in the manner as set out in Section 5.3 (*Acceptance by Shareholders*).

5.12 Announcements

Any announcement contemplated by this Offer Memorandum will be issued by means of a press release. Any joint press release issued by the Offeror and Neways will be made available on the websites of the Offeror (www.infestos.com) and Neways (www.newayselectronics.com). Any press release issued by the Offeror will be made available on the Offeror's website (www.infestos.com).

Subject to any applicable requirements of the Applicable Laws and without limiting the manner in which the Offeror may choose to make any public announcement, the Offeror will have no obligation to communicate any public announcement other than as described in this Offer Memorandum.

5.13 Indicative timetable

The following table sets out the indicative times and dates relating to the Offer.

Expected date and time (All times are CET)	Event
31 August 2021	Publication of the press release announcing the availability of this Offer Memorandum and the commencement of the Offer
09:00 hours CET, 1 September 2021	Commencement of the Acceptance Period

Expected date and time (All times are CET)	Event
19 October 2021	EGM, at which meeting, among other matters, the Offer will be discussed and the Resolutions will be voted on
17:40 hours CET, 27 October 2021	Closing Date and Closing Time Deadline for Shareholders to tender their Shares, unless the Acceptance Period is extended in accordance with Article 15 of the Decree as described in Section 5.6 (<i>Extension</i>)
No later than three (3) Business Days after the Closing Date	Unconditional Date The date on which the Offeror will publicly announce whether the Offer is declared unconditional (<i>gestand is gedaant</i>) in accordance with Article 16 of the Decree
No later than the fifth (5th) Business Day after the Unconditional Date	Settlement Date The date on which, in accordance with the terms and conditions of the Offer, the Offeror will pay the Offer Price for each Tendered Share transferred (<i>geleverd</i>) to the Offeror. The Offeror cannot guarantee that Shareholders will receive the payment of the Offer Price from their Admitted Institution within the same time period
No later than the third (3rd) Business Day after the Unconditional Date	Post-Closing Acceptance Period If the Offer is declared unconditional (<i>gestand is gedaant</i>), the Offeror may decide, after consultation with Neways, to publicly announce a Post-Closing Acceptance Period for a period of two (2) weeks in accordance with Article 17 of the Decree
No later than the third (3rd) Business Day after the expiration of the Post-Closing Acceptance Period	The Offeror will publicly announce the results of the Post-Closing Acceptance Period
No later than on the fifth (5th) Business Day after expiration of the Post-Closing Acceptance Period	Settlement of the Tendered Shares during the Post-Closing Acceptance Period: in accordance with the terms and conditions of the Offer, the Offeror will pay the Offer Price for each Tendered Share transferred (<i>geleverd</i>) to the Offeror

6. EXPLANATION AND BACKGROUND OF THE OFFER

6.1 The Offer

The Offeror is making an offer to purchase from the Shareholders all the Shares on the terms and subject to the conditions and restrictions contained in this Offer Memorandum.

Subject to the Offer being declared unconditional (*gestanddoening*), Shareholders who have validly tendered (or defectively tendered provided that such defect has been waived by the Offeror) and transferred (*geleverd*) their Shares to the Offeror under the Offer will receive the Offer Price from the Offeror in respect of each Tendered Share.

6.2 Substantiation of the Offer Price

(a) General

In establishing the Offer Price, Infestos Sustainability and the Offeror have carefully considered various sources of information: the history of Neways, analyses of historic financial information on Neways' profitability, cash flow and balance sheet, as derived from Neways' financial statements, company presentations and press releases publicly available prior to 24 June 2021 and developments in the markets in which Neways is active. Furthermore, it considered the analyses on comparable companies and comparable transactions described in the paragraph below, which were based on information that was publicly available prior to 24 June 2021.

Having considered these sources of information, Infestos Sustainability and the Offeror established the Offer Price based on numerous factors, also including non-quantitative elements such as its experience as an investor and its views on the developments in the markets in which Neways operates.

(b) Analyses

The Offer Price represents an equity value for Neways of approximately EUR 177.8 million. The Offer Price implies an enterprise value / EBITDA multiple and enterprise value / EBIT multiple of:

- (i) 9.4x based on normalised EBITDA achieved for the year 2020 of EUR 22.5 million¹; and
- (ii) 26.7x based on normalised EBIT achieved for the year 2020 of EUR 7.9 million.²

In establishing the Offer Price, the Offeror in particular considered the following financial analyses:

- (iii) an analysis of the historical trading and valuation levels of Neways in the SmallCap index (AScX) of Euronext Amsterdam since its inclusion on 23 September 2019³ up to and including 29 April 2021 (the **Reference Date**). During this period the closing price of the Shares ranged from EUR 4.89 to EUR 10.90 and the volume weighted average price of the Shares for the three (3), six (6), nine (9) and twelve (12) month period prior to and including the

1 As reported by Neways in its Annual General Meeting of Shareholders presentation published on 19 April 2021.

2 *Idem*.

3 As at the date of this Offer Memorandum, Neways is not included in the AScX anymore.

Reference Date were EUR 9.36, EUR 8.80, EUR 8.62 and EUR 8.34 respectively. The average enterprise value to EBITDA multiple and average enterprise value to EBIT multiple for Neways were respectively 6.3x and 17.7x over the 6 months up to and including the Reference Date. These average multiples are calculated using daily enterprise values divided by the respective normalised EBITDA and normalised EBIT achieved over the last twelve months (**LTM**);

- (iv) a comparable trading multiple analysis, whereby valuation multiples implied by the Offer are compared to valuation multiples of certain publicly traded companies as per the Reference Date. The companies included for comparison with Neways were selected from a broader group of companies active in the electronic manufacturing services (**EMS**) market and include: Benchmark Electronics, Cicor Technologies, Kimball Electronics, Kitron, Plexus, Sanmina, Scanfil, SIIX, SVI, and TT Electronics, with more emphasis on companies that are most comparable with Neways in terms of, among others, size and scale, product and service offering, sector focus and geographical presence. The comparable trading multiple analysis, as per the Reference Date, shows a median enterprise value to 2020 EBITDA multiple of 9.1x and a median enterprise value to 2020 EBIT multiple of 17.1x;
- (v) a comparable transaction multiple analysis, whereby the valuation multiples implied by the Offer were compared against the valuation multiples paid for companies active in the EMS market. In total, ten (10) relevant deals in the sector over the last ten (10) years were assessed. Key comparable transactions are: CEI – AEM, SMTC – H.I.G. Capital, PCI – Platinum Equity, CCS – GPV International, MC Assembly – SMTC, PKC Group – Motherson Sumi Systems, GPV International – Schouw & Co, Viasystems Group – TTM Technologies, Kimball Electronics – Kimball International and DDi – Viasystems Group. The comparable transaction multiple analysis shows a median enterprise value to LTM EBITDA multiple of 7.5x and a median enterprise value to LTM EBIT multiple of 12.0x; and
- (vi) an analysis of selected precedent public offers and premiums paid for public offers for companies listed on Euronext Amsterdam as described in Section 6.2(c) (*Bid premia*).

(c) **Bid premia**

The Offer Price of EUR 14.55 (*cum dividend*) per Share represents:

- (i) a premium of 33.5% to Neways' closing price per Share on the Reference Date, being the undisturbed share price⁴;
- (ii) 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;
- (iii) 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;

4 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.

- (iv) 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
- (v) 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.

6.3 Rationale for the Offer

The offeror within the meaning of Article 1:1 Wft and Neways 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 the 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.

At the date of this Offer Memorandum, the offeror within the meaning of Article 1:1 Wft has no intentions to change the place of the headquarters of Neways, and the Offeror has committed not to change the place of the headquarters of Neways throughout the term of the Non-Financial Covenants as further described in Section 6.17(c) (*Non-Financial Covenants*).

6.4 Financing of the Offer

With reference to Article 7, paragraph 4 of the Decree, Section 11.1 (*Joint press release 24 June 2021 regarding Offer*) and Section 11.2 *Joint press release 14 July 2021 regarding four*

weeks announcement), the Offeror confirms it is able to fund the aggregate consideration of the Offer fully through readily available liquid assets and cash.

As at the date of this Offer Memorandum, the Offer Price valued 100% of the Shares at approximately EUR 177.8 million.

6.5 Offer Conditions, waiver and satisfaction

(a) Offer Conditions

The offeror within the meaning of Article 1:1 Wft shall declare the Offer unconditional (*gestand doen*) subject to the following conditions precedent being satisfied or waived, as the case may be, before the Long Stop Date or, in the case of subparagraphs (i), (x) and (xi) below, the Closing Date or, in the case of subparagraphs (iv), (v), (vi), (vii) and (ix) below, the Unconditional Date (the **Offer Conditions**):

Acceptance Threshold

- (i) 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 nog niet geleverd*) representing at least the Acceptance Threshold on the Closing Date, where **Acceptance Threshold** means 60% of Neways' aggregate issued and outstanding ordinary share capital (*geplaatst en uitstaand gewoon aandelenkapitaal*) on a fully diluted basis (excluding any treasury shares) as at the Closing Date, or such lower amount as determined by the Offeror after consultation with the Boards but with a minimum of 50.01% of Neways' aggregate issued and outstanding ordinary share capital on a fully diluted basis (excluding treasury shares) as at the Closing Date;⁵

No breach by Neways

- (ii) Neways not having breached the terms of the Merger Protocol to the extent that any such breach (A) has or could reasonably be expected to have material adverse consequences for Neways, the Offeror, the Offer or the Transaction; and (B) is incapable of being remedied (to the extent necessary) within ten (10) Business Days after receipt by Neways of a written notice from the Offeror (or, if earlier, on or before the Long Stop Date) or has not been remedied (to the extent necessary) by Neways within ten (10) Business Days after receipt by Neways of a written notice from the Offeror (or, if earlier, on or before the Unconditional Date);

No breach by the Offeror

- (iii) the Offeror not having breached the terms of the Merger Protocol to the extent that any such breach (A) has or could reasonably be expected to have material adverse consequences for Neways, the Offeror, the Offer or the Transaction; and (B) is incapable of being remedied (to the extent necessary) within ten (10) Business Days after receipt by the Offeror of a written notice from Neways (or, if earlier, on or before the Long Stop Date) or has not been remedied (to the

⁵ 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 Offer Memorandum plus the 52,500 shares that could be issued if all 52,500 options described in Section 7.10(d)(ii) are exercised.

extent necessary) by the Offeror within ten (10) Business Days after receipt by the Offeror of a written notice from Neways (or, if earlier, on or before the Unconditional Date);

No Adverse Recommendation Change

- (iv) no Adverse Recommendation Change having occurred on or before the Unconditional Date;

No Material Adverse Effect

- (v) no Material Adverse Effect having occurred on or before the Unconditional Date which is continuing on the Unconditional Date;

No Superior Offer

- (vi) no Superior Offer having been announced or made on or before the Unconditional Date;

No Mandatory Offer

- (vii) no third party, unrelated to the Offeror, on or before the Unconditional Date, either (A) being obliged to make and having announced, within the meaning of Article 5 paragraph 3 of the Decree, or (B) having made, a mandatory offer pursuant to Article 5:70 Wft for all Shares with a consideration that is at least equal to the Offer Price;

No suspension or ending of trading

- (viii) trading in the Shares not having been suspended or ended by Euronext Amsterdam or the AFM;

No AFM notification

- (ix) no notification having been received from the AFM on or before the Unconditional Date stating that pursuant to Article 5:80 paragraph 2 of the Wft, one or more investment firms are not allowed to cooperate with the Offer;

ZBG Irrevocable

- (x) the ZBG Irrevocable being in full force and effect on the Closing Date and the relevant parties being fully compliant therewith;

Resolutions

- (xi) the Resolutions having been adopted at the EGM and being in full force and effect before the Closing Date; and

No Order

- (xii) no order, stay, judgment, injunction or decree having been issued by any European Union, national, provincial, local or foreign governmental or other regulatory authority, agency, commission, court, arbitral tribunal or other legislative, executive or judicial governmental entity (collectively, **Governmental Entity**), and no Governmental Entity of competent jurisdiction

having enacted any law, regulation, statute, injunction or other rule or order (whether temporary, preliminary or permanent) that is in effect and restrains or prohibits or materially delays the making, closing and/or settlement of the Offer and/or the Transaction (collectively, an **Order**) on or before the Unconditional Date.

(b) Waiver of the Offer Conditions

- (i) The Offer Conditions (other than the Offer Conditions set out in Sections 6.5(a)(iii) (*No breach by the Offeror*), 6.5(a)(viii) (*No suspension or ending of trading*), 6.5(a)(ix) (*No AFM notification*), 6.5(a)(x) (*ZBG Irrevocable*) and 6.5(a)(xii) (*No Order*)) are for the sole benefit of the offeror within the meaning of Article 1:1 Wft and may be waived (either in whole or in part) by the offeror within the meaning of Article 1:1 Wft at any time, in its sole discretion, by written notice to Neways.
- (ii) The Offer Condition set out in Section 6.5(a)(iii) (*No breach by the Offeror*) is for the sole benefit of Neways and may be waived (either in whole or in part) by Neways at any time, in its sole discretion, by written notice to the Offeror.
- (iii) The Offer Conditions set out in Sections 6.5(a)(x) (*ZBG Irrevocable*) and 6.5(a)(xii) (*No Order*) are for the benefit of each of the Offeror and Neways and can only be waived by both the Offeror and Neways jointly in writing.
- (iv) The Offer Conditions set out in Sections 6.5(a)(viii) (*No suspension or ending of trading*) and 6.5(a)(ix) (*No AFM notification*) cannot be waived.
- (v) The Offeror and Neways may not invoke any of the Offer Conditions if the non-satisfaction of such condition(s) is caused by a material breach of that party of any of its obligations under the Merger Protocol.

(c) Material Adverse Effect

To each of the Offeror's and Neways' knowledge, at the date of this Offer Memorandum, there are no effects that, in aggregate, would result in a Material Adverse Effect.

(d) Adverse Recommendation Change

To each of the Offeror's and Neways' knowledge, no Adverse Recommendation Change has occurred on or before the date of this Offer Memorandum.

(e) Satisfaction

The satisfaction of each of the Offer Conditions does not depend on the will of the Offeror as prohibited by Article 12, paragraph 2 of the Decree.

The Offeror and Neways shall consult with each other and each of the Offeror and Neways undertakes to use its reasonable best efforts to procure the fulfilment of the Offer Conditions as soon as reasonably practicable. Each of the Offeror and Neways shall make all applications and notifications required by the Offer Conditions and shall use its reasonable best efforts to procure that all such information as is requested by the relevant Governmental Entities in connection with any such application and notifications is provided as promptly as reasonably practicable. If at any time either the Offeror or Neways becomes aware of a fact or circumstance that is

reasonably likely to prevent an Offer Condition from being satisfied, it will promptly inform the other party thereof in writing.

With respect to the Offer Condition set out in Section 6.5(a)(v) (*No Material Adverse Effect*), Infestos Sustainability and Neways have agreed on a binding advice procedure in the event the Offeror considers this Offer Condition not satisfied and Neways disagrees.

For the purposes of the Offer Condition set out in Section 6.5(a)(xii) (*No Order*), the Offeror and Neways shall cooperate and use their reasonable endeavours to defend, contest, clear and resist such Order and to have that vacated, lifted, cleared, reversed or overturned, including by making filings to, and notifying, a relevant Governmental Entity.

(f) **Long Stop Date**

The Offer Conditions must be satisfied or waived on or before 30 April 2022 (the **Long Stop Date**) or the date specified in Section 6.5(a) (*Offer Conditions*), as the case may be.

6.6 Decision-making and Recommendation by the Boards

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 the Offeror'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 the Offeror. 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, 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 the Offeror 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.

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

6.7 Irrevocable undertakings

(a) Irrevocable undertaking of ZBG

Z.B.G. Capital N.V. (**ZBG**) and Infestos Sustainability entered into an irrevocable undertaking on 7 July 2021 (the **ZBG Irrevocable**).

ZBG, holding approximately 28.10% of the Shares issued and outstanding on the date of this Offer Memorandum, has irrevocably undertaken to:

- (i) accept the Offer;
- (ii) tender all of its Shares under the Offer as set out in this Offer Memorandum; and
- (iii) vote in favour of the Resolutions at the EGM.

If and when Settlement occurs, ZBG will receive the Offer Price per Share that it will tender under the Offer. Subject to the Offer being declared unconditional (*gestanddoening*) in accordance with the Merger Protocol and subject to the terms and conditions of the ZBG Irrevocable and such undertaking remaining in full force and effect, ZBG has irrevocably undertaken to tender all of its Shares under the Offer and to transfer (*leveren*) such number of Shares.

The irrevocable undertaking contains customary undertakings and conditions and may be terminated by the Offeror and ZBG in certain circumstances, including if (i) the Offer lapses or is withdrawn in accordance with its terms, or (ii) the Merger Protocol is terminated in accordance with its terms.

ZBG did not receive any information relevant for a Shareholder in connection with the Offer that is not included in this Offer Memorandum and will tender its Shares under the Offer under the same terms and conditions as the other Shareholders.

(b) Irrevocable undertaking of OtterBrabant

OtterBrabant Beheer B.V. (**OtterBrabant**) and Infestos Sustainability entered into an irrevocable undertaking on 7 July 2021.

OtterBrabant, holding approximately 5.48% of the Shares issued and outstanding on the date of this Offer Memorandum, has irrevocably undertaken to:

- (i) accept the Offer;
- (ii) tender all of its Shares under the Offer as set out in this Offer Memorandum; and
- (iii) vote in favour of the Resolutions at the EGM.

If and when Settlement occurs, OtterBrabant will receive the Offer Price per Share that it will tender under the Offer. Subject to the Offer being declared unconditional (*gestanddoening*) in accordance with the Merger Protocol and subject to the terms and conditions of the irrevocable undertaking and such undertaking remaining in full force and effect, OtterBrabant has irrevocably undertaken to tender all of its Shares under the Offer and to transfer (*leveren*) such number of Shares.

The irrevocable undertaking contains customary undertakings and conditions and may be terminated by the Offeror and OtterBrabant in certain circumstances, including if (i) the Offer lapses or is withdrawn in accordance with its terms, or (ii) the Merger Protocol is terminated in accordance with its terms.

OtterBrabant did not receive any information relevant for a Shareholder in connection with the Offer that is not included in this Offer Memorandum and will tender its Shares under the Offer under the same terms and subject to the same conditions as the other Shareholders.

(c) Irrevocable undertaking of Menor

Menor Investments B.V. (**Menor**) and Infestos Sustainability entered into an irrevocable undertaking on 7 July 2021.

Menor, holding approximately 7.43% of the Shares issued and outstanding on the date of this Offer Memorandum, has irrevocably undertaken to:

- (i) accept the Offer;
- (ii) tender all of its Shares under the Offer as set out in this Offer Memorandum; and
- (iii) vote in favour of the Resolutions at the EGM.

If and when Settlement occurs, Menor will receive the Offer Price per Share that it will tender under the Offer. Subject to the Offer being declared unconditional (*gestanddoening*) in accordance with the Merger Protocol and subject to the terms and conditions of the irrevocable undertaking and such agreement remaining in full force and effect, Menor has irrevocably undertaken to tender all of its Shares under the Offer and to transfer (*leveren*) such number of Shares.

The irrevocable undertaking contains customary undertakings and conditions and may be terminated by the Offeror and Menor in certain circumstances, including if (i) the Offer lapses or is withdrawn in accordance with its terms, or (ii) the Merger Protocol is terminated in accordance with its terms.

Menor did not receive any information relevant for a Shareholder in connection with the Offer that is not included in this Offer Memorandum and will tender its Shares under the Offer under the same terms and subject to the same conditions as the other Shareholders.

(d) Irrevocable undertakings Management Board members

With reference to Section 6.8 (*Shareholdings of the members of the Boards*), Mr P.H.J. de Koning and Mr S. Soederhuizen, holding jointly approximately 0.25% of the Shares issued and outstanding on the date of this Offer Memorandum, have each irrevocably undertaken to:

- (i) accept the Offer;

- (ii) tender all his Shares⁶ under the Offer as set out in this Offer Memorandum; and
- (iii) vote in favour of the Resolutions at the EGM.

If and when Settlement occurs, Mr P.H.J. de Koning and Mr S. Soederhuizen will receive the Offer Price per Share that they will tender under the Offer. Subject to the Offer being declared unconditional (*gestanddoening*) in accordance with the Merger Protocol and subject to the terms and conditions of the irrevocable undertakings and such agreements remaining in full force and effect, Mr P.H.J. de Koning and Mr S. Soederhuizen have each irrevocably undertaken to tender all of their Shares under the Offer and to transfer (*leveren*) such number of Shares.

The irrevocable undertakings contains customary undertakings and conditions and may be terminated by the Offeror and Mr P.H.J. de Koning or Mr S. Soederhuizen in certain circumstances, including if the Merger Protocol is terminated in accordance with its terms.

Mr P.H.J. de Koning and Mr S. Soederhuizen did not receive any information relevant for a Shareholder in connection with the Offer that is not included in this Offer Memorandum and will tender their Shares under the Offer under the same terms and conditions as the other Shareholders.

6.8 Shareholdings of the members of the Boards

(a) Information on Shares

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

Neways 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

(b) Information on options

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

Neways 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 ⁷

⁶ The irrevocable undertaking entered into with Mr P.H.J. de Koning also includes a commitment to exercise 15,000 options and to tender the 15,000 Shares to be issued as a result of the exercise of such options under the Offer.

⁷ In respect of these options, the agreed exercise price of EUR 11.71 results in a net proceeds amount of EUR 42,600.

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.

(c) Information on Performance Shares

On the date of this Offer Memorandum, Performance Shares are held by the members of the Boards as shown in the following table. These Performance Shares are unvested. In accordance with Section 7.10(d) (*Treatment of the incentive plans in the context of the Offer*), 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.

Neways Boards member	Number of Performance Shares	Total proceeds based on the Offer Price EUR 14.55 ⁸
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.

(d) Share transactions in the year prior to the date of this Offer Memorandum

The following table provides an overview of all transactions in Shares or vesting thereof and grants of Performance Shares effectuated by or applicable to members of the Boards in the year prior to the date of this Offer Memorandum.

Neways Board member	Number of securities	Type of transaction	Date	Volume weighted average price (EUR) ⁹
Mr S. Soederhuizen	1,100 Shares ¹⁰	Acquisition	10 March 2021	EUR 8.98
Mr S. Soederhuizen	8,072 Performance Shares	Grant	19 April 2021	EUR 7.98

8 With reference to Section 7.10(d)(iv), the respective total proceeds received by members of the Boards 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).

9 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.

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

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 ¹¹	6,542 Shares	Vesting	23 April 2021	EUR 9.94

6.9 Respective cross-shareholdings

On 27 August 2021, the last Business Day before the date of this Offer Memorandum, the offeror within the meaning of Article 1:1 Wft holds 1,032,711 Shares, representing 8.45% of the issued and outstanding Shares.

In the year preceding the date of this Offer Memorandum, the offeror within the meaning of Article 1:1 Wft and Bazel Capital B.V. executed the following transactions in relation to Shares:

Date	Buy/Sell	Number of Shares	Average price per Share
28 August 2020	Sell	10,000	EUR 8.39
5 September 2020	Sell	5,000	EUR 8.30
10 September 2020	Sell	3,000	EUR 8.24
1 May 2021	Buy	27,624	EUR 12.21
6 May 2021	Buy	60,000	EUR 12.60
8 May 2021	Buy	10,000	EUR 12.75
12 May 2021	Buy	5,000	EUR 12.70
9 July 2021	Buy	89,200	EUR 14.42
12 July 2021	Buy	25,056	EUR 14.44
13 July 2021	Buy	8,948	EUR 14.40
14 July 2021	Buy	41,909	EUR 14.42
15 July 2021	Buy	10,311	EUR 14.42
16 July 2021	Buy	11,164	EUR 14.44
19 July 2021	Buy	10,759	EUR 14.43
20 July 2021	Buy	31,091	EUR 14.47

¹¹ 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.

21 July 2021	Buy	13,175	EUR 14.48
22 July 2021	Buy	772	EUR 14.45
23 July 2021	Buy	10,741	EUR 14.45
26 July 2021	Buy	8,207	EUR 14.50
27 July 2021	Buy	8,183	EUR 14.45
28 July 2021	Buy	1,566	EUR 14.49
29 July 2021	Buy	6,503	EUR 14.48
30 July 2021	Buy	10,800	EUR 14.47
2 August 2021	Buy	69,735	EUR 14.55
3 August 2021	Buy	10,230	EUR 14.49
4 August 2021	Buy	26,580	EUR 14.45
5 August 2021	Buy	11,275	EUR 14.50
6 August 2021	Buy	6,090	EUR 14.50
9 August 2021	Buy	3,060	EUR 14.50
10 August 2021	Buy	49,206	EUR 14.55
11 August 2021	Buy	10,347	EUR 14.54
12 August 2021	Buy	9,656	EUR 14.50
13 August 2021	Buy	764	EUR 14.55
16 August 2021	Buy	3,956	EUR 14.54
17 August 2021	Buy	3,938	EUR 14.55
18 August 2021	Buy	2,023	EUR 14.52
19 August 2021	Buy	20,938	EUR 14.53
20 August 2021	Buy	1,452	EUR 14.54
23 August 2021	Buy	9,402	EUR 14.55
24 August 2021	Buy	13,393	EUR 14.55
25 August 2021	Buy	3,183	EUR 14.55

26 August 2021	Buy	48,098	EUR 14.60 ¹²
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Prior to the Settlement Date, all Shares acquired by Bazel Capital B.V. (excluding the Shares that were sold as set out in the overview above) have been transferred to, and are now held by, the Offeror.

The Offeror or brokers (acting as agents for the Offeror) reserve the right, to the extent permissible under applicable law or regulation, from time to time after the date the Offer Memorandum, and other than under the intended Offer, to directly or indirectly purchase, or arrange to purchase Shares that are the subject of the Offer. To the extent information about such purchases or arrangements to purchase has to be made public in the Netherlands, such information will be disclosed by means of a press release to inform Shareholders of such information and made available on the website of the Offeror (www.infestos.com).

No remuneration has been or will be paid to the statutory directors or supervisory directors (if any) of the Offeror in connection with the Offer being declared unconditional (*gestanddoening*).

Neways and/or any of its Affiliates do not directly or indirectly hold any shares in the Offeror.

6.10 Implications of the Offer being declared unconditional

If the Offer is declared unconditional (*gestand wordt gedaan*), the offeror within the meaning of Article 1:1 Wft intends to have Neways continue as a company listed on Euronext Amsterdam.

However, if the Offer is declared unconditional (*gestand wordt gedaan*) and the Post-Closing Restructuring Threshold is reached, the offeror within the meaning of Article 1:1 Wft may decide to, as soon as possible:

- (a) procure delisting of the Shares from Euronext Amsterdam and terminate the listing agreement between Neways and Euronext Amsterdam in relation to the listing of the Shares; and
- (b) acquire all Shares not yet owned by it, whether pursuant to the statutory squeeze-out proceedings as set out in Section 6.11(d) (*Statutory Squeeze-Out proceedings*), or by implementing the Post-Closing Merger Restructuring or any other Post-Closing Measure resulting in Neways becoming a wholly-owned subsidiary of the Offeror, or the Offeror otherwise becoming 100% owner of the Neways business. See Section 6.11 (*Possible Post-Closing Measures and future legal structure*).

6.11 Possible Post-Closing Measures and future legal structure

(a) General

Taking into account the strategic rationale of the Offer, Neways has acknowledged 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 the Post-Closing Restructuring Threshold 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

¹²

Transaction occurred in the ordinary course of trading (*regelmatig beursverkeer*) on Euronext Amsterdam

means of the Squeeze-Out or Post-Closing Merger Restructuring and pursuing a delisting of the Shares. These merits and benefits are, *inter alia*:

- (i) 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;
- (ii) 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);
- (iii) 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;
- (iv) 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
- (v) 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.

In light of the above, Neways has agreed with the Post-Closing Merger Restructuring, subject to the Post-Closing Restructuring Threshold being met.

(b) **Post-Closing Merger Restructuring**

Post-Closing Restructuring Threshold

Subject to (i) the Offeror having declared the Offer unconditional, (ii) Settlement having occurred, (iii) 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 (iv) the Post-Closing Merger Resolutions having been validly adopted at the EGM, the Offeror may, at its discretion and after reasonable consultation with Neways, decide to pursue the **Post-Closing Merger Restructuring**.

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.

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 Dutch Civil Code 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.

Prior to the date of this Offer Memorandum, Neways incorporated Company Holdco as a wholly-owned subsidiary of Neways and Company Holdco incorporated Company Sub as a wholly-owned subsidiary of Company Holdco. Also, 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 Dutch Civil Code.

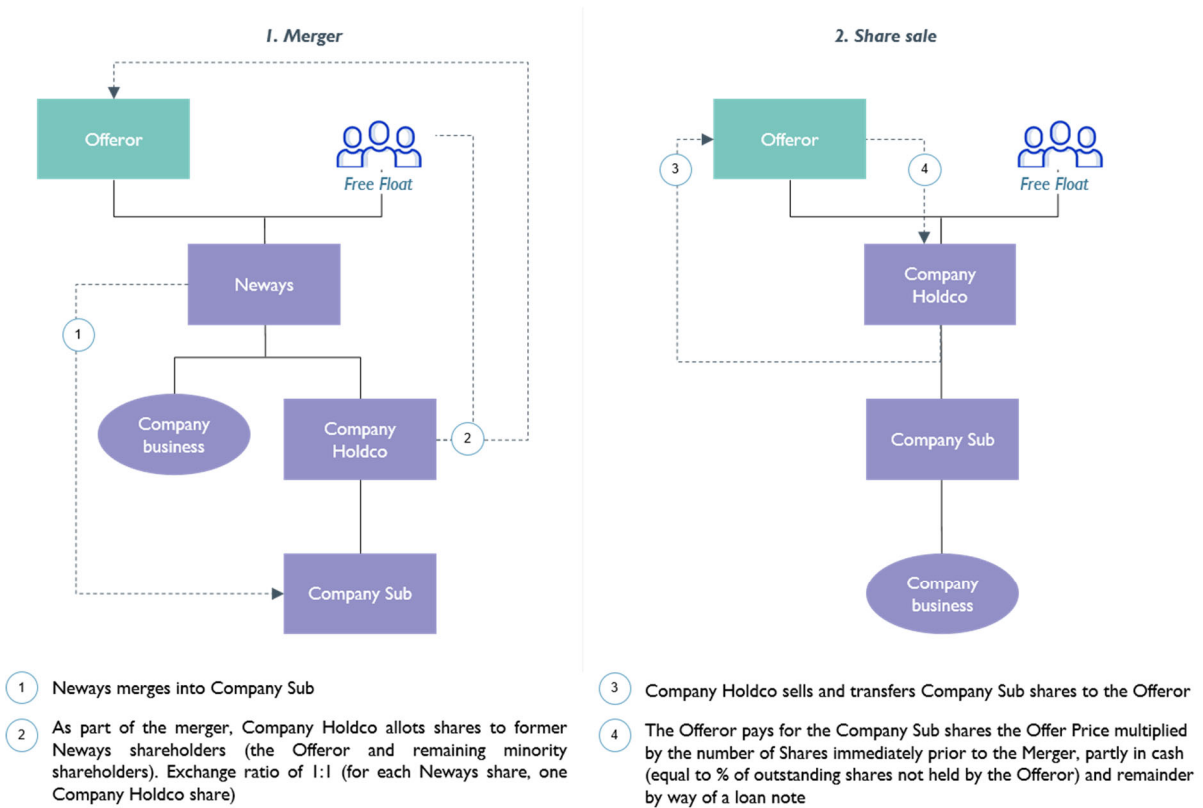
On or around the Commencement Date, Neways filed the Merger Proposal and all ancillary documents required by applicable rules with the trade register of the Chamber of Commerce. Copies of the Merger Proposal and all ancillary documents required by applicable rules are available at the offices of Neways.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

If the Offeror determines to implement the Post-Closing Merger Restructuring in accordance with this Section 6.11(b) (*Post-Closing Merger Restructuring*):

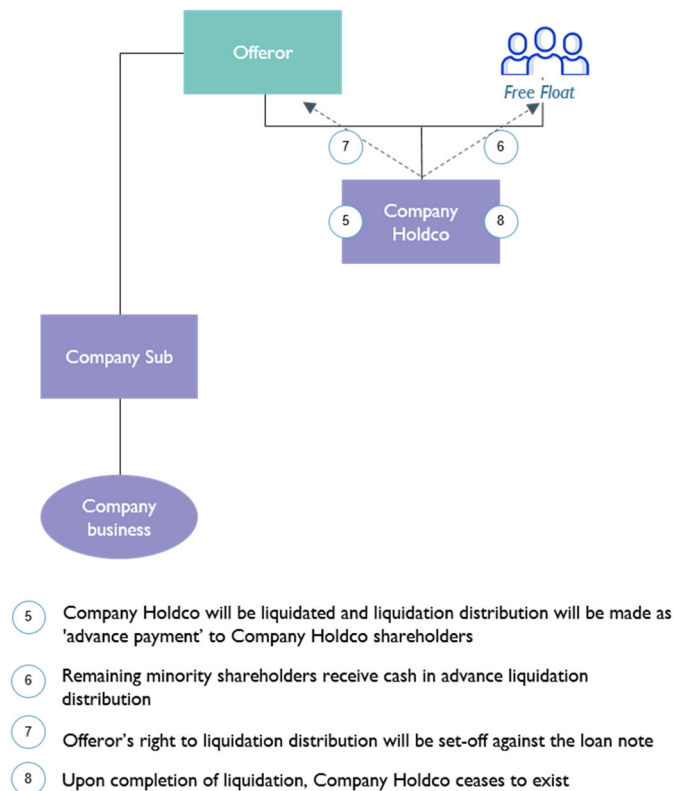
- (i) Neways, Company Holdco and Company Sub will effectuate the Triangular Merger by means of the execution of a notarial deed of merger as soon as practically possible after the Offeror's decision to pursue the Post-Closing Merger Restructuring;
- (ii) the Offeror will enter into a share sale agreement 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;
- (iii) 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 Dutch Civil Code (the **Liquidation**), (B) appoint the liquidator(s) (*vereffenaar(s)*) of Company Holdco in accordance with Article 2:19 of the Dutch Civil Code 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 Dutch Civil Code; and
- (iv) 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.

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



3. Liquidation and distribution



Taxation

The distribution by Company Holdco of the Liquidation Distribution to Company Holdco shareholders in respect of Company Holdco shares as part of the Triangular Merger and Liquidation is generally subject to 15% Dutch dividend withholding tax to the extent such distributions in respect of each of Company Holdco shares exceed the average paid-in capital (as recognised for Dutch dividend withholding tax purposes) of such Company Holdco shares.

Except for the foregoing, the Dutch tax consequences of the Triangular Merger and Liquidation are similar to the Dutch tax consequences in connection with the acceptance of the Offer. Reference is made to Section 10.6 (*Tax aspects for Shareholders who did not tender their Shares*).

(c) Other Post-Closing Measures

Without prejudice to the provisions of Section 6.11(b) (*Post-Closing Merger Restructuring*), and subject to the Non-Financial Covenants set forth in Section 6.17 (*Non-Financial Covenants*), 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:

- (i) a subsequent public offer for any Shares held by minority shareholders;

- (ii) a delisting of the Shares from Euronext Amsterdam and termination of the listing agreement between Neways and Euronext Amsterdam N.V. in relation to the listing of the Shares;
- (iii) a statutory (bilateral or triangular) legal merger (*juridische (driehoeks)fusie*) in accordance with Article 2:309 et seq. of the Dutch Civil Code between Neways as the disappearing entity and the Offeror and/or any other Affiliate of the Offeror as the surviving entity;
- (iv) a statutory legal demerger (*juridische splitsing*) of Neways in accordance with Article 2:334a et seq. of the Dutch Civil Code;
- (v) 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;
- (vi) a distribution of proceeds, cash and/or assets to the shareholders of Neways or share buybacks;
- (vii) 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;
- (viii) the conversion of Neways into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*);
- (ix) any transaction between Neways and the Offeror or their respective Affiliates on terms that are not at arm's length;
- (x) 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 utilising any carry forward tax losses available to Neways, the Offeror or any of their respective Affiliates;
- (xi) any transactions, restructurings, share issues, procedures and/or proceedings in relation to Neways and/or one or more of its Affiliates required to effect the aforementioned objectives; or
- (xii) any combination of the foregoing,

(each a **Post-Closing Measure**).

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.

(d) 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 holders of Shares 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 Dutch Civil Code.

No Dutch dividend withholding tax (*dividendbelasting*) is due upon a disposal of the Shares under the Squeeze-Out. The Dutch income tax of the Squeeze-Out is the same as the Dutch income tax of the Offer. For more information, reference is made to Section 10.6 (*Tax aspects for Shareholders who did not tender their Shares*).

(e) Dividend policy

Following the Settlement Date, the current dividend policy of Neways may be discontinued.

(f) Tax treatment of distributions

The Offeror and Neways give no assurances and have no responsibility with respect to the tax treatment of Shareholders with respect to any distributions made by Neways or any successor entity to Neways on the Shares, which may include dividends, interest, repayments of principal, repayments of capital and liquidation distribution.

6.12 Amendments of the Articles of Association

The Offeror intends to have the Articles of Association amended following Settlement, as included in Section 14 (*Neways Articles of Association*).

The amendments to the Articles of Association following Settlement relate to Neways having the Offeror as majority shareholder and do not affect the application of the large company regime (*structuurregime*) by Neways.

6.13 Composition of the Management Board

The current members of the Management Board shall upon Settlement continue to serve as members of the Management Board.

6.14 Composition of the 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:

- (c) Mr Riefel, Mr Van Roij and Mr Scheepers (who will continue as Chair) as members of the Supervisory Board nominated by the Offeror; and
- (d) Mr Büthker and Ms De Jong as the Independent Supervisory Board Members.

6.15 Role of 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' duration. 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.

6.16 Corporate governance following Settlement

For as long as the Shares are listed on Euronext Amsterdam, the Offeror shall procure that Neways will continue to comply with the Dutch Corporate Governance Code (except for (a) current deviations from the aforementioned code in accordance with the "explain" requirement in respect of such deviations, and (b) deviations from the aforementioned code that find their basis in the Merger Protocol, as disclosed in this Offer Memorandum and other deviations in accordance with the "explain" requirement in respect of such deviations). Reference is made to Neways' annual report for the financial year 2020 (page 41) for information regarding the current deviations from the Dutch Corporate Governance Code, which is available on the

website of Neways (www.newayselectronics.com). There are currently no intentions for post-Settlement deviations from the Dutch Corporate Governance Code by Neways other than the current deviations and deviations that find their basis in the Merger Protocol (as described in the Offer Memorandum).

6.17 Non-Financial Covenants

The Offeror shall comply with the non-financial covenants set out below (the **Non-Financial Covenants**), which will expire three (3) years after the Settlement Date, except for the Non-Financial Covenant referred to in Section 6.17(f) (*Minority Shareholders*) 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.

(a) Strategy

Neways Strategy

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**).

Realisation of Neways Strategy

- (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.

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

- (A) focusing on growing customer segments;
- (B) focusing on assisting customers at all stages of the life cycle of their products or systems;
- (C) increasing Neways' brand recognition as an attractive high-tech employer;
- (D) professionalising account management vis-à-vis Neways' customers;
- (E) operational excellence (increase operating performance and optimise global footprint);
- (F) investing in the required capital expenditures for the currently planned development of a production facility in Slovakia; and
- (G) leveraging Neways' position in the capital markets.

Support of Neways Strategy

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

Corporate social responsibility

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**

Integrity of the group and divestments

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.

Business integrity

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.

Reporting structure of Neways

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.

Head office

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.

Corporate identity

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

Brands

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

(d) Governance

Composition of the Management Board

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.

Large company regime

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

Corporate governance code

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

Existing rights

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.

Redundancies

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.

Existing pension arrangements

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.

Existing works council arrangements

The Offeror recognises the existing rights of and arrangements with the relevant works councils and trade unions of the Neways Group under the Dutch Civil Code, 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.

Other

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.

(g) Benefit and enforcement

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 this paragraph require the prior approval of at least one (1) of the Independent Supervisory Board Members.

6.18 Employee consultation

(a) The Works Council

The Works Council has rendered a positive advice regarding the Transaction.

(b) **SER notification**

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*.

6.19 Exclusivity and Alternative Proposal

During the Exclusivity Period, except as permitted pursuant to this Section 6.19 (*Exclusivity and Alternative Proposal*), Neways shall not, and shall ensure that no member of the Neways Group and its and their respective directors, officers and advisers acting on its behalf (together the **Relevant Persons**), shall directly or indirectly:

- (a) initiate, enter into, engage or have discussions or negotiations (including continuing any discussion or negotiation that might have existed on or prior to the date of the Merger Protocol) with any person relating to an Alternative Proposal;
- (b) provide any non-public or confidential information or data relating to the Neways Group or its business or assets or grant access to its books, records or personnel to any person in relation to an Alternative Proposal;
- (c) otherwise approach, solicit, or facilitate any third party to make, submit or announce an offer, request or proposal that constitutes, or could reasonably be expected to lead to or result in, an Alternative Proposal; or
- (d) approve or recommend, or propose publicly to approve or recommend, or execute or enter into, any letter of intent, agreement in principle, Merger Protocol, purchase agreement, business combination agreement, joint-venture agreement, option agreement or similar agreement, related to an Alternative Proposal.

Neways shall notify the Offeror promptly (and in any event within one (1) Business Day) in writing if any approach or enquiry, or any request for information, is received by it or any of its Relevant Persons from any third party in relation to an Alternative Proposal or potentially leading to an Alternative Proposal. Following receipt of an Alternative Proposal, Neways shall continue to cooperate with and support the Offer and the Transaction in accordance with the terms and conditions of the Merger Protocol.

Notwithstanding the above and Section 6.21 (*Termination Merger Protocol*), Neways and its Relevant Persons are permitted to engage in limited discussions with, and provide certain limited information to, a *bona fide* third party that makes an unsolicited approach to Neways with the intention of making a Superior Offer, but provided that Neways shall only provide information if and to the extent the Boards have in their reasonable opinion determined that doing so is reasonably necessary to assess whether such Alternative Proposal is reasonably likely to qualify or evolve into a Potential Superior Offer or Superior Offer, provided that (i) Neways promptly (and in any event within two (2) Business Days of receipt of the Alternative Proposal) notifies the Offeror of such approach, and (ii) the Offeror shall simultaneously receive any information provided to the third party which the Offeror has not yet received. Neways shall terminate such discussions if after five (5) Business Days from having notified the Offeror of the approach in accordance with the preceding sentence, the discussions or negotiations have not resulted in a Potential Superior Offer as set forth in Section 6.20(a) (*Potential Superior Offer*).

6.20 Superior Offer

(a) Potential Superior Offer

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.

(b) Superior Offer

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

- (i) the Alternative Proposal did not result from a breach of Section 6.19 (*Exclusivity and Alternative Proposal*) 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;
- (ii) 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;
- (iii) the total consideration payable to the shareholders in connection with such Alternative Proposal (including any dividend proposed to be effected in connection therewith) exceeds the Offer Price by at least 10%;
- (iv) 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
- (v) the consideration payable in the Alternative Proposal may not consist of any securities that are not publicly traded on a regulated market.

If the consideration payable to the Shareholders in connection with a Potential Superior Offer or Superior Offer consists solely or partly of securities, the securities component of such

consideration is to be valued by the Boards in their calculation of whether the threshold in Section 6.20(b)(iii) above is exceeded, at prevailing market prices and practices, as at the date that the comparison is made, after obtaining advice from its financial advisers. To the extent that the Potential Superior Offer or Superior Offer is an offer for all or substantially all of the assets of Neways and the Neways Group, the calculation will be made on the basis of the net proceeds (excluding dividend withholding tax) to be distributed to the shareholders resulting from such a transaction calculated on a per Share basis.

(c) **Procedure in the event of a Potential Superior Offer**

In the event that a Potential Superior Offer 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 (*Exclusivity and Alternative Proposal*) and after having given the First Notice, subject to the terms and conditions of the Merger Protocol, Neways and the Relevant Persons may:

- (i) consider such Potential Superior Offer;
- (ii) 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;
- (iii) 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, 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
- (iv) 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 subparagraph (ii) above, Neways shall continue to cooperate with and support the Offer and Transaction in accordance with the terms and conditions of the Merger Protocol.

(d) **Potential Superior Offer does not constitute a Superior Offer**

As soon as the Potential Superior Offer has been determined by the Boards to not constitute a Superior Offer, Neways shall inform the Offeror promptly thereof and shall confirm to the Offeror that the Boards continue to unanimously recommend and support the Offer and the Transaction as contemplated herein in accordance with Section 6.6 (*Decision-making and Recommendation by the Boards*) and that Neways has discontinued considering the Potential Superior Offer and terminated discussions or negotiations regarding the Potential Superior Offer from such third party and has requested the return or destruction of all confidential

information provided to such third party, it being understood that these confirmations by Neways will be made public if the relevant Potential Superior Offer has also been communicated in public.

(e) **Procedure in case of a Superior Offer**

(i) *Notice of a Superior Offer*

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**).

(ii) *Matching Offer Period*

Without prejudice to the Offeror's ongoing right, 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.

A **Matched Offer** is an offer which is, and on terms and conditions which are, determined by the Boards, taking into account their fiduciary duties and having consulted their financial and legal advisers, to be, on balance, at least equally beneficial to Neways, the continued and sustainable success of its business and the shareholders, employees and other stakeholders as the Superior Offer, taking into account the strategic rationale for the Transaction, the offer price, the overall terms and conditions, the certainty and timing thereof, including the pre-offer conditions and offer conditions, level and nature of consideration, certainty of financing, integration of the businesses, position of the employees and the other matters contemplated by the other Non-Financial Covenants, compliance with antitrust laws and regulatory requests, and the transaction structure.

(iii) *Consequences of Matched Offer*

If the Offeror has exercised its Matching Right and has made a Matched Offer within the Matching Offer Period, Neways shall not be entitled to accept the Superior Offer or terminate the Merger Protocol and Neways and the members of the Boards will remain bound to the terms and conditions of the Merger Protocol, including with respect to future (Potential) Superior Offers, and Section 6.20(d) (*Potential Superior Offer does not constitute a Superior Offer*) shall apply *mutatis mutandis*.

(iv) *Consequences of no Matched Offer*

If the Offeror has not made a Matched Offer within the Matching Offer Period (or, if earlier, if the Offeror notifies Neways in writing of its intent not to make a Matched Offer), then 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 (*Termination Merger Protocol*).

However, in the event that (A) the Boards withdraw their Recommendation pursuant to this Section 6.20(iv) but neither the Offeror nor Neways terminates the Merger Protocol pursuant to this Section 6.20(iv), and (B) the Offeror continues with the Offer and the Transaction, then Neways, the Boards and each of their members individually shall continue to cooperate with the Post-Closing Merger Restructuring if the Offeror and its Affiliates, alone or together with the Offeror, on the Closing Date, have reached or exceeded the Post-Closing Restructuring Threshold.

The procedure set forth in this Section 6.20(e) shall apply *mutatis mutandis* to any consecutive (Potential) Superior Offer.

6.21 Termination Merger Protocol

(a) Termination grounds

The Merger Protocol and the rights and obligations thereunder terminate immediately:

- (i) if the Offeror and Neways so agree in writing;
- (ii) by notice in writing given by one party (the **Terminating Party**) to the other party if (A) any of the Offer Conditions have not been satisfied or waived by the relevant party for whose benefit such Offer Condition is stipulated in accordance with the Merger Protocol by 23:59 hours CET on the Long Stop Date or any of the Offer Conditions are incapable of being satisfied, and (B) the non-satisfaction of the relevant Offer Condition(s) is not due to a breach by the Terminating Party of any of its obligations under the Merger Protocol or any agreement resulting from it;
- (iii) by notice in writing given by the Terminating Party to the other party in case of the other party having breached the terms of the Merger Protocol such that the Offer Conditions set forth in Sections 6.5(a)(ii) and 6.5(a)(iii) (*Offer Conditions*) are not capable of being satisfied by 23:59 hours CET on the Long Stop Date and such breach is incapable of being remedied within ten (10) Business Days after receipt by the other party of a written notice from the Terminating Party (or, if earlier, before the Long Stop Date) or has not been remedied by the other party within ten (10) Business Days after receipt by the other party of a written notice from the Terminating Party (or, if earlier, before the Long Stop Date);
- (iv) by notice in writing by the Terminating Party to the other party pursuant and in accordance with the terms of and subject to the conditions set forth in Section 6.20(e)(iv) (*Consequences of no Matched Offer*) but only by Neways if and only if, promptly after the termination of the Merger Protocol, it enters into a definitive agreement with respect to the Superior Offer that remained a Superior Offer following its compliance with the provisions set forth in Section 6.20(e)(iv) (*Consequences of no Matched Offer*);

- (v) by notice in writing by the Offeror to Neways and subject to Section 6.20(e)(iv) (*Consequences of no Matched Offer*) if either Board or any member of the Boards effects an Adverse Recommendation Change; and
- (vi) 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.

(b) **Termination Fee**

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:

- (i) the Merger Protocol is terminated pursuant to Sections 6.21(a)(iii) (*Material Breach*), 6.21(a)(iv) (*Superior Offer*) or 6.21(a)(v) (*Adverse Recommendation Change*); or
- (ii) 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 pursuant to Section 6.21(a)(vi) (*Termination grounds*).

The entitlement of the Offeror or Neways to the termination fee pursuant to this Section 6.21(b), as the case may be, is without prejudice to, and not in lieu of, (A) any right of such party to demand specific performance (*nakoming vorderen*) of the provisions of the Merger Protocol, and (B) any liability (*schadevergoedingsplicht*) of the Terminating Party under the Merger Protocol, in which case such party shall be entitled to claim the full amount of its damages in addition to the termination fee. The Offeror and Neways agree that the provisions of Article 6:92, paragraphs 1, 2 and 3 of the DCC shall, to the maximum extent possible, not apply. The Offeror and Neways have each waived any (potential) right they might have to request mitigation of such liability in any manner (in legal proceedings or otherwise).

6.22 EGM

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 6.14 (*Composition of the Supervisory Board*) as Supervisory Board member(s);
- (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 (*Neways Articles of Association*);
- (c) resolve to enter into the Triangular Merger; and
- (d) approve (to the extent required under Applicable Law):

- (i) the resolution of the Boards to pursue the Share Sale, subject to the Triangular Merger being effected; and
- (ii) the Liquidation, subject to the 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 Dutch Civil Code, 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.

7. INFORMATION REGARDING NEWAYS

7.1 Introduction

Neways is 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 Chamber of Commerce under number 17036989. Neways is listed on Euronext Amsterdam.

7.2 History of Neways

A summary of key events in the lifetime of Neways is set out below.

Year	Event
1969	Founded
1970	First acquisition (Project Office of Philips Netherlands)
1971	Company renamed Meulenstein Elektronika
1975	Start of PCB production
1980	Company renamed Neways
1986	Listing on Euronext Amsterdam
1987-1995	Several acquisitions, including Philips Prozess-und Maschinen Automations and Ramaer
1997	Relocation of headquarters at Science Park Eindhoven
1998	Several acquisitions, including Hymec
2001	Expansion to China through Neways Wuxi Electronics
2004-2005	Several acquisitions, including Q-Nova
2007	Acquisition of electronics activities from Thyssen Krupp
2014	Acquisition of BuS Group in Germany, Neways' largest acquisition
2018	Expansion to the United States of America
2021	Neways boosts its 'System Innovator' and 'One Neways' strategy

7.3 Business overview

Neways is one of the top ten companies in the European market for EMS. Neways operates as a development and production partner for original equipment manufacturers and their first-tier suppliers. Neways has approximately 2,500 employees (including approximately 250 development engineers) working from 14 operating companies across Western Europe, Eastern

Europe, Asia and the United States of America. Neways aims to be the preferred development and production partner for its customers and aims to contribute to optimising the total cost of ownership of an end-product by supplying tailor-made solutions for the entire life cycle of electronic components, applications and box-build control systems.

Neways is committed to increasingly playing a role as 'System Innovator' for high-end electronic solutions for its customers. This means that it seeks to expand its activities from pure built-to-print EMS to design, engineering and system integration activities with the aim to deliver systems that materially improve in performance and/or cost. At the same time, Neways leverages its knowledge of field performance and upstream engineering together with knowledge of the customer.

Neways focuses primarily on the high-tech sectors Semiconductor, Automotive, Industrial and Medical, which have been strategically chosen because of their attractive long-term growth prospects.

(a) Semiconductor

Neways offers cutting-edge development and manufacturing skills to the semiconductor industry, which increasingly relies on suppliers that are able to contribute to smaller, faster and cheaper chips. For many years, Neways has supported semiconductor companies in the development and manufacturing of high speed data processing applications as well as of complex electronic applications (PCBAs, complex boards, racks and complete (box-build) electronic cabinets), for example towards high accuracy temperature measurement, 2D positioning or power measurement. Neways also develops and manufactures high vacuum compliant complex electronics and microelectronics for all kinds of steering and sensor applications. Furthermore, Neways is benefiting from the developments in the field of 5G, artificial intelligence (AI), cloud computing and the Internet of Things (**IoT**). Its key customers in the Semiconductor industry include ASMI, ASML, VDL Groep and Zeiss.

(b) Automotive

Neways is a reliable partner to fulfil the demand for electronic components in the automotive sector. Neways seeks to benefit from electrification trends, that are gaining momentum at a rapid pace. In e-mobility, for example, Neways conducts business with a number of leading players that offer highly innovative solutions in the field of charging technology and other areas. Growth and change in this sector are furthermore driven by 5G. The roll-out of the 5G network opens up new application opportunities to advance the development of autonomous cars. Neways is well positioned to take advantage of these trends, because of its pioneering role in charging technology and extensive expertise in the area of interoperability between different IoT solutions. Typical products include e-mobility charging cables, control units and wiring, and conversion electronics for e-charging stations. Neways' key customers in the automotive industry include Alfen, Aptiv and BMW.

(c) Industrial

Within the industrial market, Neways serves more than 200 customers from highly diverse industries from agriculture to power & energy, many of them being market leaders in their respective fields. Neways has transformed itself from soldering components on printed circuit boards to the development, production and supply of functional, highly complex tested systems. Neways has ample experience with sensors and control and power management. Due to the energy transition, the spread of e-mobility and the greater share of renewable energy in the energy mix, the energy supply grid is becoming more decentralised. This requires more control and monitoring and Neways can help to address these challenges. Typical products include

PCBAs and control electronics and units. Neways' key customers in the industrial market include Kverneland group, Lely, Sensus, TE Connectivity and Triumph.

(d) **Medical**

Neways plays an important role in addressing the strong rise in demand for electronics in the medical sector, for example because of new smaller and less expensive medical equipment, lower-cost wearable medical systems and more powerful and integrated systems. Neways expects continued growth in the emergence of medical devices that simplify prevention, diagnosis and treatment of diseases and disorders. With healthcare costs continuing to rise globally, an issue that weighs increasingly heavily on countries' national budgets, medical technology and new innovations should have the potential to reduce costs. Typical products include control units and racks, optical PCBAs and electron microscopes. Neways' key customers in the medical industry include I-Med Technology, Philips and ThermoFisher Scientific.

7.4 Business strategy ('System Innovator' and 'One Neways')

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 and a life cycle partner to its customers. As 'System Innovator', Neways is progressing further up the value chain towards more integrated assemblies and box-build systems, often in combination with mechanics, mechatronics, plastics or composites. As a 'System Innovator', Neways aims to be involved in the development and engineering processes of its customers at an early stage, proactively providing concrete solutions and consequently offering much greater added value.

The accelerated roll-out of Neways' 'One Neways' strategy is key to its future success. 'One Neways' focuses on standardising business processes, based on uniform working methods and clear-cut data management within the entire Neways Group. From 2021, Neways has been accelerating this transformation by starting to implement a uniform Neways operating model, supported by an integral approach to culture, organisation, processes, control and governance. All the improvement initiatives in this transformation process and Neways' strategic development going forward are ultimately driven by five key components:

- *Human Capital*: people are a top priority for Neways and reflect the competence of the Neways Group. Their skills and expertise allow Neways to make a difference. Neways will continue to build on its profile as an attractive high-tech employer, which is also a crucial requirement for attracting new professionals and developing innovative top talent.
- *Innovation*: the heart of Neways. Striving to challenge the status quo for inspiring full-service solutions, shifting away from electronic components towards box-build systems, based on the combined expertise of the Neways Group.
- *Customer Intimacy*: being a reliable and trustworthy partner through understanding customers and making their products more competitive. Anticipating both commercial and technological developments in all the relevant market sectors, Neways will be able to identify new opportunities early on and adjust its focus on its customer and product portfolios accordingly.
- *Operational Excellence*: seeking to excel beyond industry standards through continuous improvement for the entire supply chain. Neways controls robust and effective global supply chains that perform at the highest level and aim to achieve continuous

improvement in quality, delivery reliability, technology deployment, efficiency and sustainability.

- *Global Footprint*: the global footprint should be optimally configured to support and contribute to the Neways Strategy. For example, developing and producing prototypes, pilot projects and more complex products in its knowledge-intensive operating companies and offshoring high-volume production to its operating companies in the Czech Republic, Slovakia and China. In addition, Neways is starting up a (prototype) production facility in Silicon Valley, United States of America.

7.5 Neways Supervisory Board

The Supervisory Board consists of the following members:

- (a) Mr H. Scheepers was appointed as a member of the Supervisory Board of Neways in 2012 and became Chair in April 2015. His current term expires in 2022. He has Dutch nationality and was born in 1949. Mr H. Scheepers is an independent Supervisory Board member within the meaning of the Dutch Corporate Governance Code;
- (b) Mr H. Büthker was appointed as a member of the Supervisory Board and appointed as Deputy Chairman in 2020. His current term expires in 2024. He has Dutch nationality and was born in 1964. Mr H. Büthker is an independent Supervisory Board member within the meaning of the Dutch Corporate Governance Code; and
- (c) Ms K. de Jong was appointed as a member of the Supervisory Board in 2020. Her current term expires in 2024. She has Dutch nationality and was born in 1979. Ms K. de Jong is an independent Supervisory Board member within the meaning of the Dutch Corporate Governance Code.

7.6 Neways Management Board

The Management Board consists of the following members:

- (a) Mr E.M. Stodel was appointed CEO of the Management Board at 1 January 2020. He has Dutch nationality and was born in 1965. His current term expires in 2024;
- (b) Mr P.H.J. de Koning was appointed CFO of the Management Board at 1 April 2015. He has Dutch nationality and was born in 1963. His appointment is for an indefinite period; and
- (c) Mr S. Soederhuizen was appointed COO of the Management Board at 19 April 2021, while serving as an interim member since 1 January 2021. He has Dutch nationality and was born in 1970. His current term expires in 2025.

7.7 Major shareholders

As at 27 August 2021, the last Business Day before the date of this Offer Memorandum, the following shareholders are registered in the public register of the AFM as holding at least 3% of the issued Shares.¹³ The information set out below is sourced from the public register of the AFM or, if more recent information is available based on the irrevocable undertakings set out in Section 6.7 (*Irrevocable undertaking*) or press releases of such shareholders, such more recent information.

¹³ The Offeror and its Affiliates also hold more than 3% of the issued Shares, please see Section 6.9 (*Respective cross-shareholdings*) for the number of Shares held by the Offeror and its Affiliates.

Holder	Number of Shares	Issued Shares (%)	Voting rights (%)
VDL Beleggingen B.V. ¹⁴	3,370,594	27.59%	27.59%
Stichting Administratiekantoor Tymen ¹⁵	3,432,604	28.10%	28.10%
Menor Investments B.V. ¹⁶	908,078	7.43%	7.43%
OtterBrabant Beheer B.V. ¹⁷	669,696	5.48%	5.48%
Add Value Fund N.V.	605,000	5.06%	5.06%

7.8 Capital and Shares

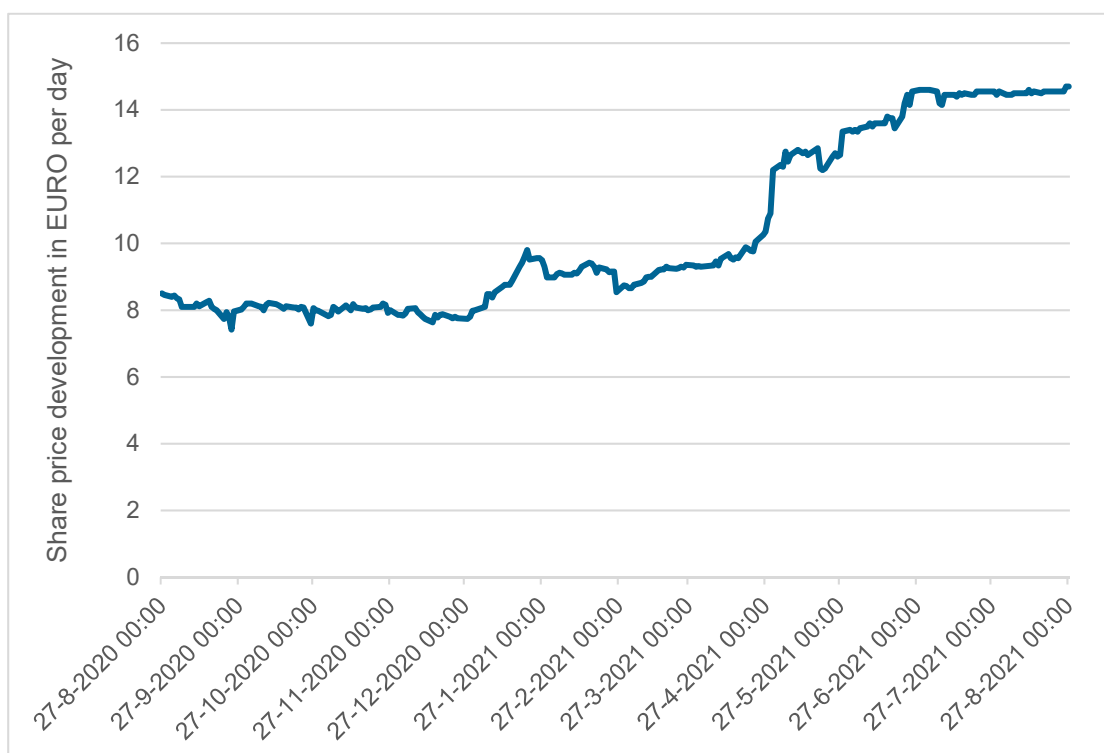
At the date of this Offer Memorandum, Neways has issued 12,217,634 (twelve million two hundred and seventeen thousand and six hundred thirty four) Shares with a nominal value of EUR 0.50 (fifty eurocents). No other class of shares nor depository receipts in respect of Shares have been issued at the date of this Offer Memorandum. Neways does not hold Shares in its own capital.

The Shares are admitted to listing and trading on Euronext Amsterdam, a regulated market of Euronext Amsterdam N.V., under the ticker symbol "NEWAY", and the ISIN code is NL0000440618.

7.9 Share price development

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

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- 14 Based on the press release of VDL Beleggingen B.V. dated 30 April 2021 and the aggregate issued and outstanding share capital of Neways as included in Section 7.8 (*Capital and Shares*).
- 15 Based on the irrevocable undertaking dated 7 July 2021, we understand that Stichting Administratiekantoor Tymen directly or indirectly holds 3,432,604 Shares. This may not have been reflected in the AFM register as a notification to the AFM is only made when certain thresholds are crossed.
- 16 Based on the irrevocable undertaking dated 7 July 2021, we understand that Menor Investments B.V. directly or indirectly holds 908,078 Shares. This may not have been reflected in the AFM register as a notification to the AFM is only made when certain thresholds are crossed.
- 17 Based on the irrevocable undertaking dated 7 July 2021, we understand that OtterBrabant Beheer B.V. directly or indirectly holds 669,696 Shares. This may not have been reflected in the AFM register as a notification to the AFM is only made when certain thresholds are crossed.



7.10 Neways incentive plans

(a) Overview of incentive plans

As at the date of this Offer Memorandum, Neways offers two share based investment and retention plans applicable to members of the Management Board and other eligible personnel of Neways: (i) the Plan for Grant of Incentives to members of the Board of Directors (the **PGIBD Neways**) and (ii) the Plan for Grant of Incentives to Directors (the **PGID Neways**). In addition, until 2017 Neways offered a share option plan for members of the Board of Directors and a selected group of key personnel. These employees were granted non-transferable options of Shares which have now all vested (the **Old Neways Incentive plan**, and together with the PGIBD Neways and PGID Neways, the **Neways Incentive Plans**). If an option holder leaves Neways, his/her option rights will lapse. The main terms and conditions of the PGIBD Neways and the PGID Neways are further specified in Sections 7.10(b) (*PGIBD Neways*) and 7.10(c) (*PGID Neways*).

(b) PGIBD Neways

The PGIBD Neways applies to the members of the Management Board and grants them incentives (the **Grants**) in the form of (i) a right to receive performance shares (the **Performance Shares**) after the fulfilment of all the vesting requirements (the **Performance Share Plan**) and/or (ii) a right to receive a cash payment (the **Annual Cash Bonus**) after the fulfilment of all vesting requirements (the **Short Term Incentive Plan**). The Grants are administered by the Supervisory Board and are made on an annual basis.

Performance Shares granted in accordance with the Performance Share Plan will vest at the end of a three (3) year period subject to (A) the achievement of predetermined group financial targets that appropriately reflect the longer term strategy by Neways and (B) continued service as a member of the Management Board of Neways. Additionally, a lock-up period of two (2) years applies during which the vested Performance Shares may not be transferred, sold or

otherwise encumbered by the members of the Management Board, unless the Supervisory Board approves.

The Annual Cash Bonus granted in terms of the Short Term Incentive Plan is an annual performance related bonus payable in cash. The at-target short-term incentive opportunity for the members of the Management Board is set at 35% of the annual base salary. The Supervisory Board sets the performance targets. Approximately 70% of the performance targets are linked to financial objectives, the remaining 30% are based on non-financial and/or personal objectives. Performance levels (threshold, target and maximum performance) are set for each performance objective. The achievement of a threshold performance will result in a 50% pay-out of the award, an at-target performance will result in a 100% pay-out of the award and a maximum performance will result in a 160% pay-out of the award. Pay-out of the Annual Cash Bonus, if any, will follow the formal approval of the annual accounts.

(c) **PGID Neways**

The PGID Neways applies to any employee of Neways or the Neways Group, being an operating company director or a service director (individually the **Director** and together the **Directors**), and grants them incentives in the form of (i) a right to receive Performance Shares in accordance with the Performance Share Plan and/or (ii) a right to receive an Annual Cash Bonus in accordance with the Short Term Incentive Plan. The Grants are administered by the Management Board and are made on an annual basis.

Performance Shares granted in accordance with the Performance Share Plan will vest at the end of a three (3) year period subject to (A) the achievement of predetermined group financial targets that appropriately reflect the longer term strategy by Neways and (B) continued service as a Director at Neways. Additionally a lock-up period of two (2) years applies during which the vested Performance Shares may not be transferred, sold or otherwise encumbered by the Directors, unless the Management Board gives approval.

The Annual Cash Bonus granted in accordance with the Short Term Incentive Plan is an annual performance related bonus payable in cash. The at-target short-term incentive opportunity for the Directors is set at 35% of the annual base salary. The Management Board sets the performance targets. Approximately 70% of the performance targets are linked to financial objectives, the remaining 30% are based on non-financial and/or personal objectives. Performance levels (threshold, target and maximum performance) will be set for each performance objective. The achievement of a threshold performance will result in a 50% pay-out of the award, an at-target performance will result in a 100% pay-out of the award and a maximum performance will result in a 160% pay-out of the award. Pay-out of the Annual Cash Bonus, if any, will follow the formal approval of the annual accounts.

(d) **Treatment of the incentive plans in the context of the Offer**

The Offeror and Neways have agreed that all rights in respect of the Neways Incentive Plans will be respected, subject to the provisions set out below:

- (i) all holders of the Shares (in a maximum of 49,597) under the Neways Incentive Plans that have vested but that are in the two (2) year holding period have been given the opportunity to elect to have such holding period lifted effective upon the Unconditional Date and to tender such Shares under the Offer. At the date of this Offer Memorandum such election period completed, and as a result 40,600 Shares are committed to be tendered under the Offer;

- (ii) all holders of options for Shares (in a maximum of 52,500)¹⁸ have been given the opportunity to elect to exercise their option rights in accordance with their terms, including the exercise price of EUR 11.71, as per the Unconditional Date and to tender the resulting Shares under the Offer. At the date of this Offer Memorandum such election period has completed, and as a result 52,500 (options on) Shares are committed to be tendered under the Offer. To settle the options, Neways will, no later than the Settlement Date, issue 52,500 Shares and deliver them to the Settlement Agent against payment of the Offer Price for each Share so delivered. Subsequently the Company will pay to each option holder that exercised its option rights and committed the Shares resulting therefrom in accordance with the foregoing, the net proceeds per exercised option, being the Offer Price minus the exercise price and net of applicable taxes;
- (iii) all granted Performance Shares (in a maximum of 85,307) that have not yet vested and options that are not yet exercised at the Settlement Date will roll over and vest in accordance with the terms of the Neways Incentive Plans; and
- (iv) if Neways is delisted, then any holding periods will be lifted and all Performance Shares not yet vested will accelerate and vest and any outstanding options that are not yet exercised will be automatically exercised according to their terms.

7.11 Transactions by Neways relating to the shares

Other than the transactions under the Neways Incentive Plans and the transactions in Section 6.8 (*Shareholdings of the members of the Boards*), no transactions have been effected and no agreements have been concluded by Neways in relation to the Shares in the year immediately preceding this Offer Memorandum.

¹⁸ These options were granted under the Old Neways Incentive Plan.

8. INFORMATION REGARDING THE OFFEROR

8.1 Information regarding the Offeror

(a) Introduction

The Offeror is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its corporate seat in Enschede, the Netherlands, its address at Oldenzaalsestraat 500, 7524 AE Enschede, the Netherlands, and registered with the Dutch commercial register under number 83266615.

(b) Ownership structure as per the date of this Offer Memorandum and Settlement

(i) Offeror

The Offeror is a direct wholly-owned subsidiary of Infestos Sustainability.

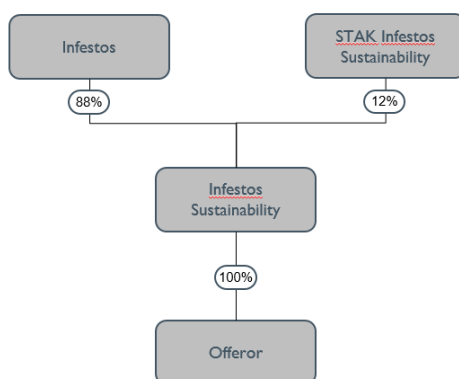
(ii) Infestos Sustainability

The shares in the capital of Infestos Sustainability are held by (A) Infestos Nederland B.V. (**Infestos**), which holds 88% of the issued ordinary shares and 100% of the issued preference shares of Infestos Sustainability as per the date of this Offer Memorandum and (B) Stichting Administratiekantoor Infestos Sustainability (**STAK Infestos Sustainability**), which holds the remaining 12% of the issued ordinary shares in the capital of Infestos Sustainability as per the date of this Offer Memorandum.

(iii) Infestos

Infestos is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its corporate seat in Enschede, the Netherlands, its address at Oldenzaalsestraat 500, 7524 AE Enschede, the Netherlands, and registered with the Dutch commercial register under number 52089916. The shares of Infestos are ultimately held by Mr Ten Doeschot.

The ownership structure of the Offeror will not change upon Settlement.



Pursuant to Article 1:1 of the Wft, only the Offeror, Infestos Sustainability and Mr Ten Doeschot qualify as the offeror (*bieder*) in respect of the Offer. The Offer is made only by the Offeror, and the Offeror is therefore solely responsible for accepting and paying for the Tendered Shares transferred (*geleverd*) to the Offeror. All direct and indirect

shareholders of the Offeror will comply with the “best price rule” as set out in Article 19 of the Decree and Article 5:79 of the Wft.

The Offer will not have any impact on the activities and the place of establishment of the offeror within the meaning of Article 1:1 Wft.

(c) Capital and shares of the Offeror

As at the date of this Offer Memorandum, the share capital of the Offeror consists of 100,000 (*one hundred thousand*) ordinary shares, each with a nominal value of EUR 0.01 (*one eurocent*).

(d) Offeror board

At the date of this Offer Memorandum, the management board of the Offeror consists of Infestos Bestuur B.V.¹⁹ and there is currently no intention to change the management board after the Settlement Date. The Offer will not have any impact on the management board of the Offeror. The management board of the Offeror will not receive any compensation in relation to the Offer being declared unconditional (*gestanddoening*). The Offeror does not have a supervisory board nor any employees and does not intend to install a supervisory board or to hire any employees.

(e) Infestos Sustainability board

At the date of this Offer Memorandum, the management board of Infestos Sustainability consists of Infestos Bestuur B.V.²⁰ and there is currently no intention to change the management board after the Settlement Date. The Offer will not have any impact on the management board of Infestos Sustainability. The management board of the Infestos Sustainability will not receive any compensation in relation to the Offer being declared unconditional (*gestanddoening*). Infestos Sustainability does not have a supervisory board nor any employees and does not intend to install a supervisory board or to hire any employees.

8.2 Information on Infestos

Infestos is a sustainable investment firm focused on entrepreneurial and hands-on investment of family capital. Infestos was established in 1999 and consists of a team of experienced professionals with multidisciplinary skills. Infestos has extensive experience on the capital markets through its (former) investments in Alfen N.V., NX Filtration N.V. and ESG Core Investments B.V. In addition to its investment portfolio, Infestos supports talent development in sports through TalentNED and sustainable renovation of monumental real estate. For more information, visit www.infestos.com.

8.3 No management participation

The Management Board and other eligible personnel do not participate in the ownership of the Neways business through the Offeror. They continue to (be able to) participate in the existing incentive plans of Neways.

19 Mr Ten Doeschot is the sole managing director of Infestos Bestuur B.V. and therefore the person ultimately determining the policy of the Offeror.

20 Mr Ten Doeschot is the sole managing director of Infestos Bestuur B.V. and therefore the person ultimately determining the policy of Infestos Sustainability.

8.4 No impact on employees and directors

The Transaction will not have an impact on the continued employment or the employment conditions of the directors nor on the employees of the legal entities that make up the offeror within the meaning of Article 1:1 Wft.

9. FURTHER INFORMATION REQUIRED BY THE DECREE

In addition to the other statements set out in this Offer Memorandum, the Offeror with regard to paragraphs (c), (d), (f) and (h) below, Neways and the Boards with regard to paragraphs (b), (e), (g) and (i) below and the Offeror, Neways and the Boards jointly with regard to paragraph (a) below hereby declare as follows:

- (a) there have been discussions between Infestos Sustainability and Neways regarding the Offer, which have resulted in the Merger Protocol. Discussions regarding the Offer, including, but not limited to, the Offer Price, the financing of the Offer, the Offer Conditions, the Non-Financial Covenants, the corporate governance and the future strategy of Neways, took place between Infestos Sustainability and its advisers on the one hand and the Boards and their advisers on the other hand;
- (b) Neways has no direct or indirect interest in the share capital of the Offeror;
- (c) with due observance of and without prejudice to the restrictions referred to in Section 2 (*Restrictions*) and Section 3 (*Important information*), the Offer concerns all Shares and applies on an equal basis to all Shares and all Shareholders;
- (d) (i) no securities issued by Neways are held at the date of this Offer Memorandum and no transactions or agreements in respect of securities in Neways have been effected or have been concluded during the twelve (12) months prior to the date of this Offer Memorandum, by the offeror within the meaning of Article 1:1 Wft, or any members of the board of directors or any ultimate decision maker of the offeror within the meaning of Article 1:1 Wft, nor by any of their spouses (*echtgenoten*), registered partners (*geregistreerde partners*), minor children (*minderjarige kinderen*) and any entities over which these members or other persons referred to have control (*zeggenschap hebben in*) within the meaning of Annex A, paragraph 2, subparagraphs 5 and 6 of the Decree and (ii) no transactions similar to the transactions referred to in Annex A, paragraph 2, subparagraph 6 of the Decree have been concluded by legal entities with which the offeror within the meaning of Article 1:1 Wft is affiliated in a group, other than the holdings of the offeror and the directors of the offeror within the meaning of Article 1:1 Wft as described in Section 6.9 (*Respective cross-shareholdings*);
- (e) no securities issued by Neways are held at the date of this Offer Memorandum, and no transactions or agreements in respect of securities in Neways have been effected or have been concluded during the twelve (12) months prior to the date of this Offer Memorandum, by any members of the Boards, any of their spouses (*echtgenoten*), registered partners (*geregistreerde partners*), minor children (*minderjarige kinderen*) and any entities over which these members or other persons referred to have control (*zeggenschap hebben in*) within the meaning of Annex A, paragraph 2, subparagraphs 5 and 6 of the Decree, other than (i) in respect of securities in Neways and transactions as described in Section 6.8 (*Shareholdings of the members of the Boards*) and (ii) in respect of employees of Neways as described in Section 7.10 (*Neways incentive plans*);
- (f) the costs incurred or to be incurred by the offeror within the meaning of Article 1:1 Wft in relation to the Offer are expected to amount to approximately EUR 1.9 million (which amount will be lower if the Offer is not declared unconditional) and comprise fees for legal advisers, financial advisers, communications advisers, the Settlement Agent and filing fees with regulators. These costs will be borne by the Offeror;

- (g) the costs of Neways' fees for legal advisers, financial advisers, accountants and communications advisers incurred and expected to be incurred in relation to the Offer amount to approximately EUR 1.2 million. These costs will be borne by Neways;
- (h) no remunerations will be paid to the directors and executive officers of the Offeror in connection with the Offer being declared unconditional (*gestanddoening*); and
- (i) other than as described in Section 6.10 (*Implications of the Offer being declared unconditional*) and Section 7.10 (*Neways incentive plans*), no remunerations will be paid to members of the Boards in connection with the Offer being declared unconditional (*gestanddoening*).

10. TAX ASPECTS OF THE OFFER AND POST-CLOSING MERGER RESTRUCTURING

10.1 General

The following summary outlines certain principal Dutch tax consequences of disposal of the Shares in connection with the Offer and the possible Post-Closing Measures mentioned in Section 6.11(d) (*Statutory Squeeze-Out proceedings*) and Section 6.11(b) (*Post-Closing Merger Restructuring*), but does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant. For purposes of Dutch tax law, a Shareholder may include an individual or entity who does not have the legal title of the Shares, but to whom nevertheless the Shares or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Shares or the income thereof. This summary is intended as general information only and each Shareholder should consult a professional tax adviser with respect to the tax consequences of the disposal of its Shares under the Offer or in connection with the possible Post-Closing Measures.

This summary is based on Dutch tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Offer Memorandum, and it does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Dutch corporate and individual income tax consequences for:

- (a) investment institutions (*fiscale beleggingsinstellingen*);
- (b) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other Dutch tax resident entities that are not subject to or exempt from Dutch corporate income tax;
- (c) corporate Shareholders which qualify for the participation exemption (*deelnemingsvrijstelling*) or would qualify for the participation exemption had the corporate Shareholders been resident in the Netherlands or which qualify for participation credit (*deelnemingsverrekening*). Generally speaking, a shareholding is considered to qualify as a participation for the participation exemption or participation credit if it represents an interest of 5% or more of the nominal paid-up share capital;
- (d) Shareholders holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in Neways and Shareholders of whom a certain related person holds a substantial interest in Neways. Generally speaking, a substantial interest in Neways arises if a person, alone or, where such person is an individual, together with his or her partner (statutorily defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of Neways or 5% or more of the issued capital of a certain class of shares of Neways, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit-sharing rights or rights to liquidation proceeds in Neways relating to 5% or more of the annual profit of Neways or to 5% or more of the liquidation proceeds of Neways;
- (e) persons to whom the Shares and the income therefrom are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*);

- (f) entities that are a resident of Aruba, Curaçao or Sint Maarten and that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Shares are attributable to such permanent establishment or permanent representative;
- (g) Shareholders that are not considered the beneficial owner (*uiteindelijk gerechtigde*) of the Shares or the benefits derived from or realised in respect of the Shares; and
- (h) individuals to whom Shares or the income therefrom are attributable to employment activities which are taxed as employment income in the Netherlands.

Where this summary refers to the Netherlands, such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

Any reference hereafter made to a treaty for the avoidance of double taxation concluded by the Netherlands includes the Tax Regulation for the Kingdom of the Netherlands (*Belastingregeling voor het Koninkrijk*), the Tax Regulation for Netherlands Curaçao (*Belastingregeling Nederland Curaçao*), the Tax Regulation for Netherlands Sint Maarten (*Belastingregeling Nederland Sint Maarten*), the Tax Regulation for the Country of the Netherlands (*Belastingregeling voor het land Nederland*) and the Agreement between the Taipei Representative Office in the Netherlands and the Netherlands Trade and Investment Office in Taipei for the Avoidance of Double Taxation.

10.2 Tax aspects for Shareholders who tender their Shares during the Acceptance Period

(a) Dividend withholding tax

The payment of the Offer Price by the Offeror to the Shareholders, in respect of the disposal of the Shares in connection with the Offer, will not be subject to withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

(b) Corporate and individual income tax

Residents of the Netherlands

If a corporate Shareholder is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch corporate income tax purposes and is fully subject to Dutch corporate income tax or is only subject to Dutch corporate income tax in respect of an enterprise to which the Shares are attributable, income derived from the Shares and gains realised upon the disposal of the Shares in connection with the Offer are taxable in the Netherlands (at a maximum rate of 25%).

If an individual Shareholder is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch individual income tax purposes, income derived from the Shares and gains realised upon the disposal of the Shares in connection with the Offer are taxable at the progressive rates (at a maximum rate of 49.50% under the Dutch Income Tax Act 2001) if:

- (i) the individual Shareholder is an entrepreneur (*ondernemer*) and has an enterprise to which the Shares are attributable or the individual Shareholder has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Shares are attributable; or

- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Shares that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) above applies to the individual Shareholder, taxable income with regard to the Shares must be determined on the basis of a deemed return on savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on savings and investments is fixed at a percentage of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a statutory threshold (*heffingvrij vermogen*). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Shares will be included as an asset in the individual's yield basis. The deemed return percentage to be applied to the yield basis increases progressively depending on the amount of the yield basis. The deemed return on savings and investments is taxed at a rate of 31%.

Non-residents of the Netherlands

If a Shareholder is neither a resident of the Netherlands nor deemed to be a resident of the Netherlands for Dutch corporate income tax or Dutch individual income tax purposes, such Shareholder is not liable to Dutch corporate income tax or Dutch individual income tax in respect of income derived from the Shares and gains realised upon the disposal of the Shares in connection with the Offer, unless:

- (i) the Shareholder is not an individual and such Shareholder (A) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or a permanent representative the Shares are attributable, or (B) is, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Shares are attributable.

The income or gain derived from the Shares as a result of the disposal of the Shares in connection with the Offer is subject to Dutch corporate income tax at a maximum rate of 25%; or

- (ii) the Shareholder is an individual and such individual (A) has an enterprise or is co-entitled to the net worth of this enterprise other than as an entrepreneur which enterprise is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Shares are attributable, or (B) realises income or gains with respect to the Shares that qualify as income from miscellaneous activities in the Netherlands which include activities with respect to the Shares that exceed regular, active portfolio management, or (C) is, other than by way of securities, entitled to a share in the profits of an enterprise that is effectively managed in the Netherlands and to which enterprise the Shares are attributable.

The income or gain derived from the Shares as a result of the disposal of the Shares in connection with the Offer as specified under (A) and (B) above by an individual is subject to Dutch individual income tax at progressive rates up to a maximum rate of 49.50%. Income derived from a share in the profits of an enterprise as specified under (C) above that is not already included under (A) or (B) above will be taxed on the basis

of a deemed return on savings and investments (as described above in *Residents of the Netherlands* under Section 10.2(b) (*Corporate and individual income tax*)).

10.3 Gift and inheritance tax

No Dutch gift tax (*schenkelasting*) or Dutch inheritance tax (*erfbelasting*) will be due as a result of the disposal of the Shares in connection with the Offer.

10.4 Value added tax

No Dutch value added tax will arise in respect of payments in consideration for the disposal of the Shares in connection with the Offer.

10.5 Other taxes and duties

No registration tax, customs duty, transfer tax, stamp duty, capital tax or any other similar documentary tax or duty will be payable in the Netherlands by a Shareholder in respect of the disposal of the Shares in connection with the Offer.

10.6 Tax aspects for Shareholders who did not tender their Shares

Following Settlement, the Offeror may choose to implement (or cause to be implemented) certain restructuring measures, including but not limited to the Post-Closing Measures as mentioned above in Section 10.1 (*General*).

Furthermore, the Offeror reserves the right to use any legally permitted method to acquire all of the Shares (or full ownership of Neways' business) and to optimise the corporate, financing and tax structure of Neways Group once it is part of the Offeror Group. No decision in respect of pursuing any restructuring measures as set out in Section 6.11 (*Possible Post-Closing Measures and future legal structure*) has been taken by the Offeror and no such decision is envisaged to be taken prior to the Offer being declared unconditional.

See below for a non-exhaustive description of certain Dutch tax consequences of the Squeeze-Out and of the Post-Closing Merger Restructuring. The gift and inheritance tax, value added tax and other taxes and duties consequences of the Squeeze-Out as well as the Post-Closing Merger Restructuring are the same as for the disposal of the Shares in connection with the Offer; see Sections 10.3 (*Gift and inheritance*), 10.4 (*Value added tax*) and 10.5 (*Other taxes and duties*).

(a) Squeeze-Out

(i) Dividend withholding tax

Any payments made by the Offeror to the Shareholders in respect of the disposal of the Shares in connection with the Squeeze-Out will not be subject to withholding or deduction of any Dutch taxes.

(ii) Corporate and individual income tax

The Dutch corporate income tax and Dutch individual income tax consequences of the disposal of the Shares in connection with the Squeeze-Out are the same as for the disposal of the Shares in connection with the Offer, see Section 10.2(b) (*Corporate and individual income tax*).

(b) **Post-Closing Merger Restructuring**

(i) *Dividend withholding tax*

The cancellation of the Shares in connection with the Post-Closing Merger Restructuring and the receipt of the Company Holdco shares will not be subject to withholding or deduction of Dutch taxes.

(ii) *Corporate and individual income tax*

The Dutch corporate income tax and Dutch individual income tax consequences of the Post-Closing Merger Restructuring for Shareholders are in principle similar to the Dutch tax treatment of the disposal of the Shares in connection with the Offer, see Section 10.2(b) (*Corporate and individual income tax*).

The Dutch corporate income tax and Dutch individual income tax in respect of (deemed) gains consisting of the Company Holdco shares realised by a Shareholder upon the disposal of the Shares as a result of the Post-Closing Merger Restructuring may be deferred in the following situations:

- (A) the Post-Closing Merger Restructuring satisfies the requirements set out in Section 3.57 of the Dutch Income Tax Act 2001 and the Shareholder records Company Holdco shares received pursuant to the Post-Closing Merger Restructuring at the same tax book value as the Shares at the moment immediately preceding the Post-Closing Merger Restructuring; or
- (B) the requirements developed in case law of the Dutch Supreme Court regarding the tax neutral exchange of certain assets (*ruilarresten*) are met.

Each Shareholder who does not tender its Shares and receives Company Holdco shares in connection with the Post-Closing Merger Restructuring needs to assess for itself whether these requirements are satisfied. Whether or not a holder of the Company Holdco shares claims the benefits of a roll-over relief is at its own discretion.

Share Sale

The Share Sale has no direct Dutch corporate income tax and Dutch individual income tax consequences for the Shareholders.

(c) **Liquidation**

(i) *Dividend withholding tax*

Company Holdco is generally required to withhold 15% Dutch dividend withholding tax in respect of the Liquidation Distribution, to the extent that such distributions in respect of each of Company Holdco Shares are in excess of the Company Holdco's average paid-in capital recognised for Dutch dividend withholding tax purposes, unless a particular statutory exemption applies.

Credit for residents of the Netherlands

If a holder of Company Holdco shares is a resident or deemed to be a resident of the Netherlands for Dutch corporate income tax or personal income tax purposes, Dutch dividend withholding tax which is withheld with respect to the Liquidation Distribution will generally be creditable for Dutch corporate income tax or Dutch individual income tax purposes.

Relief or refund for non-residents of the Netherlands

If a holder of Company Holdco shares is a resident of a country other than the Netherlands such holder may qualify for full or partial relief at source or for a refund in whole or in part of the Dutch dividend withholding tax under Dutch law, EU law or a treaty for the avoidance of double taxation (with respect to taxes on income is in effect between the Netherlands and that country, and such holder is a resident for the purposes of such treaty), depending on the circumstances.

(ii) *Corporate and individual tax*

The Dutch corporate income tax and Dutch individual income tax consequences of the Liquidation are in principle similar to the Dutch tax treatment of the disposal of the Shares in connection with the Offer, see Section 10.2(b) (*Corporate and individual income tax*).

11. PRESS RELEASES

11.1 Joint press release 24 June 2021 regarding Offer

*This is a joint press release by Neways Electronics International N.V. (Neways) and Infestos Sustainability B.V. (Infestos), pursuant to the provisions of Section 4, paragraphs 1 and 3, Section 5, paragraph 1 and Section 7, paragraph 4 of the Netherlands Decree in Public Takeover Bids (Besluit openbare biedingen Wft) (the **Decree**) in connection with the intended public offer by Infestos for all the issued and outstanding ordinary shares in the capital of Neways (the **Offer**). This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in Neways. Any offer will be made only by means of an offer memorandum (the **Offer Memorandum**) approved by the Dutch Authority for the Financial Markets (Autoriteit Financiële Markten, the **AFM**). This announcement is not for release, publication or distribution, in whole or in part, in or into, directly or indirectly, the United States, Canada and Japan or in any other jurisdiction in which such release, publication or distribution would be unlawful.*

NEWAYS AND INFESTOS AGREE ON RECOMMENDED ALL CASH OFFER OF EUR 14.55 PER SHARE

Transaction highlights

- Recommended all cash public offer by Infestos for the outstanding shares of Neways at an offer price of EUR 14.55 in cash (*cum dividend*) per Share, representing a total consideration of approximately EUR 177.5 million.
- The Offer Price represents a premium of 33.5% over the closing price of Neways on 29 April 2021 and delivers immediate, certain and attractive value to Neways' shareholders.
- The Management Board and Supervisory Board fully support the Transaction and unanimously recommend the Offer.
- Infestos will provide Neways with the expertise and support to accelerate the 'One Neways' and 'System Innovator' strategy.
- With Infestos as the majority shareholder, Neways will create a stable governance structure to advance the further roll-out of its strategy, whilst remaining a listed company.
- Infestos fully supports Neways in its transition into a *best in class* electronic manufacturing services enterprise benefitting Neways' shareholders, employees, customers and other stakeholders.
- Neways' corporate identity, values and culture will be maintained and existing rights and benefits of Neways' employees will be respected.
- Neways' existing Management Board will continue to lead the Company and the existing members of the Supervisory Board will remain in place.
- Infestos has committed financing in place providing certain funds and high deal certainty.
- The Offer is subject to certain customary conditions, including acquiring at least 60% of the outstanding shares of Neways, and is expected to complete in the second half of 2021.

Son/Enschede, the Netherlands, 24 June 2021, Neways Electronics International N.V. (Neways or the Company) (Euronext Amsterdam: NEWAY) and Infestos (Infestos) are pleased to announce that

a conditional agreement (the **Merger Protocol**) has been reached on a recommended public offer (the **Offer**, and together with the other transactions contemplated in connection therewith, the **Transaction**) for all of the issued and outstanding ordinary shares in Neways (the **Shares**) at a price per Share of EUR 14.55 in cash (*cum dividend*) (the **Offer Price**), representing an aggregate equity value of approximately EUR 177.5 million. The Neways management board (the **Management Board**) and supervisory board (the **Supervisory Board** and together with the Management Board, the **Boards**) believe the Offer is in the best interest of Neways and all its stakeholders. The Boards unanimously support the intended Offer and the Transaction and recommend these to the holders of Shares.

Eric Stodel, CEO of Neways, commented, "Infestos is a strong and entrepreneurial investment firm that is well-positioned to support us in realizing our long term ambitions. We continue to develop and grow our market position as a differentiating System Innovator in the EMS market, by moving up the value chain and adding greater value for our customers. We increasingly work in collaboration with our customers to develop new and innovative systems and products, which will lead to sustainable and profitable growth. We will also continue to develop our in-house talent and technological expertise. We are convinced that Infestos is the right partner for this next phase of development. With their expertise they can help us to further accelerate the roll-out of our transition and growth of our business in the years to come, whilst remaining an independent company."

Henk Scheepers, Chairman of the Supervisory Board of Neways, commented, "We unanimously support the offer as we believe that it will be beneficial to the company and all its stakeholders. With this strong majority shareholder we create a stable governance structure, enabling the company to advance the roll-out of its strategy. The offer reflects a compelling and immediate value for our shareholders, provides additional deal certainty due to the funds already committed and safeguards the interests of both our customers and employees."

Frank van Roij, Investment Director of Infestos, commented, "We are excited to join Neways in its journey to become a best in class EMS company. We fully support its 'One Neways' and 'System Innovator' strategy. We believe this strategy can create long-term value whilst Neways remains an independent publicly listed company. With our extensive experience in transitioning and growing strongly positioned technology companies, we are looking forward to working together with Neways on accelerating its journey of profitable growth."

Strategic rationale

Infestos and Neways believe that the Transaction is in the best interest of 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 by Infestos becoming the majority shareholder of Neways it will provide strategic and other benefits to Neways and its business.

Key elements of the strategic rationale for the Transaction include:

- (a) Infestos fully supports the current 'One Neways' strategy of Neways and the positioning of Neways as 'System Innovator';
- (b) Infestos' goal is to provide Neways with the expertise and support to accelerate this strategy and support Neways in its transition into a *best in class* electronic manufacturing services enterprise benefitting Neways' shareholders, employees, customers and all other stakeholders;
- (c) Infestos supports the Group's 'One Neways' and 'System Innovator' strategy. Infestos supports Neways in the further development of leadership, craftsmanship and entrepreneurship in the operating companies. Infestos further acknowledges the importance of the continuing development of talent and technological expertise among employees; and

- (d) Infestos is a sustainable investment company focussing on long-term growth that has the track record, experience and expertise to provide Neways and its business with support on strategic, organisational and operational matters through a consultancy agreement that shall be entered into by Infestos and Neways at arm's length terms.

In order to achieve the strategic benefits of the Transaction and enhance the continued and sustainable success of Neways' business, Infestos aims to become the majority shareholder of Neways.

Infestos and Neways have together determined that no merger control filings are required for the completion of the Transaction, which will enable Infestos and Neways to implement the Merger Protocol without merger control filing delays.

With Infestos as the majority shareholder, the strategic rationale can be adequately supported, deployed or achieved whilst Neways remains a publicly listed company, as this enables Neways to retain its independent position, to incentivise the 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.

If, however, following settlement of the Offer, Infestos holds at least 85% of the Shares, Infestos may, on the terms set out in the Merger Protocol, pursue a delisting of the Shares and determine to implement the Squeeze-Out or Post-Closing Merger Restructuring (each as defined below), with the intention to acquire 100% of the Shares. In such case Infestos and Neways also see merits and benefits in pursuing the implementation and acceleration of the 'One Neways' strategy and other strategic benefits set out above in a private environment in a fully owned set-up after delisting.

If Infestos acquires at least 95% of the Shares, it is intended that Neways' listing on Euronext Amsterdam will be terminated as soon as possible. In that case, Infestos will start statutory squeeze-out proceedings (*wettelijke uitkoopprocedure*) to obtain 100% of the Shares as soon as possible (the **Squeeze-Out**).

If Infestos acquires less than 95% but at least 85% of the Shares, Infestos intends to acquire the entire business of Neways at the same price and for the same aggregate consideration as the Offer, pursuant to a legal triangular merger of the Company with two newly incorporated subsidiaries of the Company (Company Holdco and Company Sub), a share sale regarding the shares of Company Sub, between the Infestos and Company Holdco, and a subsequent liquidation of Company Holdco to deliver such consideration to the shareholders (the **Post-Closing Merger Restructuring**). The advance liquidation distribution to the shareholders of Company Holdco will be an amount that is to the fullest extent possible equal to the Offer Price, without any interest and less any applicable withholding taxes and other taxes. The Post-Closing Merger Restructuring is subject to the approval of the shareholders of Neways at the EGM. The Boards have agreed to unanimously recommend that shareholders vote in favour of the Post-Closing Merger Restructuring. Once the legal triangular merger is implemented, the listing of Neways will terminate.

Transaction details

The proposed transaction envisions the acquisition of the Shares pursuant to a recommended public offer by Infestos. The Offer Price represents an implied equity value for 100% of Neways on a fully diluted basis of approximately EUR 177.5 million.

The Offer Price, delivering immediate, certain and significant value to Neways' shareholders, represents the following premiums:

- a premium of 33.5% over the closing price of Neways on 29 April 2021, being the pre-disturbed share price;

- a premium of 55.5% over the VWAP per Neways share over a period of three (3) months up to and including 29 April 2021;
- a premium of 65.3% over the VWAP per Neways share over a period of six (6) months up to and including 29 April 2021;
- a premium of 68.7% over the VWAP per Neways share over a period of nine (9) months up to and including 29 April 2021;
- a premium of 74.6% over the VWAP per Neways share over a period of twelve (12) months up to and including 29 April 2021.

Unanimous support and recommendation by the Boards

This announcement follows constructive interactions between Neways and Infestos. Neways' Boards and Infestos have extensively discussed their intentions in relation to the Transaction throughout the process. Consistent with their fiduciary duties, the Boards, with the support of their financial and legal advisers, have given careful consideration to all aspects of the proposed transaction. As part of that process, the Boards have also considered the proposed transaction in light of the announcement VDL Groep made on 28 May 2021. The Boards have concluded that the Infestos offer is significantly superior to this proposal, including price, non-financial and other terms. The Boards of course continue to value VDL Groep as a partner, customer and shareholder.

Having taken the interests of all stakeholders into account the Boards have unanimously concluded that the Offer is in the best interest of Neways, the continued and sustainable success of its business and all of its stakeholders.

Accordingly, the Boards decided unanimously to fully support and recommend the Transaction and the Offer to the holders of the Shares and to furthermore recommend the holders of the Shares to vote in favour of the resolutions relating to the Offer, subject to honouring the Offer (the **Resolutions**), at the upcoming extraordinary general meeting of Neways (the **EGM**) to be held during the offer period.

The support and recommendation of the Boards, and the obligations of Infestos in relation thereto, are subject to the terms and conditions of the Merger Protocol.

Fairness opinion

ABN AMRO Bank N.V. acting as financial adviser to Neways, has issued a fairness opinion to the Boards as to the fairness, as of such date, and based upon and subject to the factors, assumptions, qualifications and other matters set forth in the fairness opinion, to the effect that (i) the Offer Price is fair to the holders of Shares from a financial point of view, 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 holders of Shares. The full text of such fairness opinion, which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with such opinion, will be included in the Boards' position statement.

Certainty of funds

Infestos has committed financing in place to finance the Offer, the share sale and the Squeeze-Out and represents and warrants to Neways that, pursuant to such financing, it has sufficient funds available to comply with the requirement of article 7 paragraph 4 of the Decree.

Non-Financial Covenants

Infestos and Neways have agreed to certain non-financial covenants in respect of, amongst others, corporate governance, strategy, employees and financing for a duration of three years after settlement of the Offer, including the covenants summarised below.

Strategy

As mentioned above, Infestos shall support and respect Neways' current business strategy as described in Neways' 2020 annual report (the Strategy). Following settlement of the Offer, Infestos shall work with Neways to grow the business in a manner that reflects the Strategy of Neways.

Governance

At settlement, the Management Board will consist of the current members of the Management Board, being Eric Stodel, Steven Soederhuizen and Paul de Koning.

It is envisaged that at settlement, the Supervisory Board will be composed of two (2) new members to be nominated by Infestos and the three (3) current members, who will each continue to serve on the Supervisory Board and who qualify as independent within the meaning of the Dutch Corporate Governance Code. The current chair shall continue to act as chair of the Supervisory Board (the **Chairman**).

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

Employees

- The existing rights and benefits of Neways Group's employees shall be respected by Infestos, 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.
- 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.
- Infestos shall procure that the existing pension arrangements and the pension rights of Neways Group's current and former employees shall be respected by Infestos.
- Infestos recognises the existing rights of and arrangements with the relevant works councils and trade unions of Neways Group under the Dutch Civil Code, the Dutch Works Council Act, the Articles of Association and the covenants with the relevant works councils and Neways, and shall respect these rights.
- Infestos respects and supports a culture of excellence at Neways Group, where qualified employees are offered attractive training and career progression.

Commencement and Offer Conditions

The commencement of the Offer is subject to the satisfaction or waiver of the following commencement conditions:

- no material adverse effect having occurred and is continuing;
- no material breach of the Merger Agreement having occurred, which (i) has or could reasonably be expected to have material adverse consequences for Neways, Infestos, the Offer and the

Transaction and (ii) is incapable of being remedied or has not been remedied (to the extent necessary) by Neways or Infestos, respectively;

- the AFM having approved the offer document;
- no revocation or amendment of the recommendations by the Boards or any member thereof;
- no Superior Offer (as defined below) having been announced or made;
- no third party, unrelated to Infestos, being obliged and has announced to make, or has made a mandatory offer pursuant to Dutch law for consideration that is at least equal to the Offer Price;
- no order, stay, judgement, injunction or decree having been issued and restrains, prohibits or materially delays the making, closing and/or settlement of the Offer and/or the Transaction;
- no notification having been received from the AFM stating that one or more investment firms (*beleggingsondernemingen*) will not be allowed to cooperate with the Offer;
- trading in the Shares on Euronext Amsterdam not having been suspended or ended as a result of a measure taken by the AFM or a listing measure (*noteringsmaatregel*) by Euronext Amsterdam;
- an irrevocable undertaking with ZBG having been signed and being in full force and effect and not having been materially breached or terminated, except as approved by Infestos; and
- the fulfilment of Neways' information and consultation obligations pursuant to the Dutch Works Council Act (*Wet op de Ondernemingsraden*).

If and when made, the consummation of the Offer will be subject to the following satisfaction or waiver of the following offer conditions:

- minimum acceptance level of at least 60% of the Shares, or such lower amount as determined by Infestos after consultation with the Boards but with a minimum of 50.01% of the Shares;
- no material breach of the Merger Agreement having occurred, which (i) has or could reasonably be expected to have material adverse consequences for Neways, Infestos, the Offer or the Transaction and (ii) is incapable of being remedied or has not been remedied by Neways or Infestos, respectively;
- no material adverse effect having occurred and is continuing;
- no revocation or amendment of the recommendations by the Boards;
- no recommended Superior Offer (as defined below) having been announced or made;
- no third party being obliged and has announced to make, or has made a mandatory offer pursuant to Dutch law for consideration that is at least equal to the Offer Price;
- no order, stay, judgement, injunction or decree having been issued or enacted, prohibiting or materially delaying the making, closing and/or settlement of the Offer and/or the Transaction;
- no notification having been received from the AFM stating that one or more investment firms (*beleggingsondernemingen*) will not be allowed to cooperate with the Offer;

- trading in the Shares on Euronext Amsterdam not having been suspended or ended as a result of a measure taken by the AFM or a listing measure (*noteringsmaatregel*) by Euronext Amsterdam;
- the irrevocable with ZBG being in full force and effect and the relevant parties being fully compliant therewith; and
- the Resolutions having been adopted at the EGM and being in full force and effect.

The offer conditions will have to be satisfied or waived ultimately on 30 April 2022.

Termination

On termination of the Merger Agreement by Infestos on account of, amongst others, a material breach of the Merger Agreement by Neways or in case the Merger Agreement is terminated by either Infestos or Neways pursuant to a Superior Offer that is not matched by Infestos (see below), Neways will forfeit a EUR 2.25 million termination fee (the **Termination Fee**) to Infestos.

On termination of the Merger Agreement by Neways on account of Infestos failing to commence the Offer on the commencement date or the settlement has not taken place on the settlement date, Infestos will forfeit a EUR 2.25 million termination fee (the **Reverse Termination Fee**) to Neways.

The foregoing termination fees are without prejudice to, and not in lieu of, (a) any right of Infestos or Neways, respectively, to demand specific performance of the provisions of the Merger Agreement and (b) any liability of Neways or Infestos, respectively, under the Merger Agreement, including, but not limited to in relation to the events set forth above, in which case Infestos or Neways, respectively, shall be entitled to claim the full amounts of its damages in addition to the Termination Fee or the Reverse Termination Fee, respectively.

Superior Offer

Infestos and Neways may terminate the Merger Agreement in the event a *bona fide* third-party offeror makes an offer which, in the reasonable opinion of the Boards, taking into account their fiduciary duties and having consulted their financial and legal advisers, 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, amongst other things, the strategic rationale for the Transaction, the overall terms and conditions set out in the Merger Protocol and taking into account the overall terms and conditions of the alternative offer (including deal certainty aspects and timing thereof) and exceeds the Offer Price by at least ten (10) percent (a **Superior Offer**).

In the event of a Superior Offer, Neways gives Infestos the opportunity to match such offer, in which case the Merger Agreement may not be terminated by Neways.

Indicative Timetable

Infestos expects to submit a request for review and approval of the Offer Document with the AFM at short notice and to publish the Offer Document shortly thereafter, in accordance with the applicable statutory timeline.

Neways will hold the EGM at least six (6) business days prior to the closing of the Offer period to inform the shareholders about the Offer and to adopt the Resolutions.

Based on the required steps and subject to the necessary approval of the Offer Document, Infestos and Neways anticipate that the Offer will close in the second half of 2021.

Advisers

Allen & Overy LLP (Amsterdam) is acting as legal adviser to Infestos. ABN AMRO Bank N.V. is acting as financial adviser and AKD N.V. is acting as legal adviser to Neways. AXECO Corporate Finance B.V. is acting as financial adviser to the Supervisory Board of Neways.

For more information:

Neways

Angela Benner

Head of Communications Neways

Tel: + 31 (0) 40 2679201

Neways Electronics International N.V.

Postbus 69, 5690 AB SON

www.newayselectronics.com

Infestos

Hill+Knowlton Strategies

Ariën Stuijt

T: +31 20 404 4707

E: Arien.Stuijt@hkstrategies.com

About Neways

Neways is an international company active in the EMS (Electronic Manufacturing Services) market. Neways offers its clients custom-made solutions for the complete product life cycle (from product development to after-sales service) of both electronic components and complete (box-built) electronic control systems. Neways operates in a niche of the EMS market and focuses primarily on small to medium-sized specialist series, in which quality, flexibility and time-to-market play a crucial role. Neways products are used in sectors such as the Semiconductor, Medical, Automotive and Industrial. Neways has operating companies in the Netherlands, Germany, the Czech Republic, Slovakia, China and the United States, with a total of 2,598 employees at year-end 2020. Neways recorded net turnover of € 478.6 million in 2020. Neways shares are listed on the Euronext Amsterdam stock exchange (symbol: NEWAY).

About Infestos

Infestos is a sustainable investment firm focused on entrepreneurial and hands-on investment of family capital. Infestos was established in 1999 and consists of a team of experienced professionals with multidisciplinary skills. Infestos has extensive experience on the capital markets through its investments in Alfen, NX Filtration and ESG Core Investments. In addition to its investment portfolio, Infestos supports talent development in sports through TalentNED, sustainable renovation of monumental real estate and projects in the fields of education and healthcare through the Infestos Foundation.

Disclaimer

This is a joint public announcement by Infestos and Neways pursuant to Section 4 paragraphs 1 and 3, Section 5 paragraph 1 and Section 7 paragraph 4 of the Decree and contains inside information within the meaning of Article 7(1) of the EU Market Abuse Regulation.

The information in this press release is not intended to be complete. This announcement is for information purposes only and does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities.

The distribution of this press release may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this document should inform themselves of and observe these restrictions. To the fullest extent permitted by applicable law, Infestos and Neways

disclaim any responsibility or liability for the violation of any such restrictions by any person. Any failure to comply with these restrictions may constitute a violation of the securities laws of that jurisdiction. Neither Infestos, nor Neways, nor any of their advisers assumes any responsibility for any violation by any of these restrictions. Any Neways shareholder who is in any doubt as to his or her position should consult an appropriate professional adviser without delay.

Forward-looking statements

Certain statements, beliefs and opinions in this press release are forward-looking, which reflect Infestos' or the Company's current expectations and projections about future events. By their nature, forward-looking statements involve a number of known and unknown risks, uncertainties and assumptions that could cause actual results, performance, achievements or events to differ materially from those expressed, anticipated or implied by the forward-looking statements. These risks, uncertainties and assumptions could adversely affect the outcome and financial effects of the plans and events described herein. A multitude of factors including, but not limited to, changes in demand, regulation, competition and technology, can cause actual events, performance, achievements or results to differ significantly from any anticipated or implied development. Each of Infestos and the Company expressly disclaims any obligation or undertaking to release any update or revisions to any forward-looking statements in this press release as a result of any change in expectations or projections, or any change in events, conditions, assumptions or circumstances on which these forward-looking statements are based. Neither Infestos or the Company nor its advisers or representatives nor any of its affiliates or any such person's officers or employees guarantees that the assumptions underlying such forward-looking statements are free from errors nor does either accept any responsibility for the future accuracy of the forward-looking statements contained in this press release or the actual occurrence of the anticipated or implied developments. You should not place undue reliance on forward-looking statements, which speak only as of the date of this press release.

11.2 Joint press release 14 July 2021 regarding four weeks announcement

*This is a joint press release by Neways Electronics International N.V. (Neways) and Infestos Sustainable Solutions B.V. (the **Offeror**), a direct wholly-owned subsidiary of Infestos Sustainability B.V., pursuant to the provisions of Section 7, paragraph 1 sub a and Section 7, paragraph 4 of the Netherlands Decree in Public Takeover Bids (Besluit openbare biedingen Wft) (the **Decree**) in connection with the announced, recommended public offer by the Offeror for all the issued and outstanding ordinary shares in the capital of Neways (the **Offer**). This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in Neways. Any offer will be made only by means of an offer memorandum (the **Offer Memorandum**) approved by the Dutch Authority for the Financial Markets (Autoriteit Financiële Markten, the **AFM**). This announcement is not for release, publication or distribution, in whole or in part, in or into, directly or indirectly, any jurisdiction in which such release, publication or distribution would be unlawful.*

Update on the announced recommended public offer for Neways

Son/Enschede, the Netherlands, 14 July 2021, Neways (Euronext Amsterdam: NEWAY) and the Offeror – Reference is made to the joint press releases dated 24 June and 8 July 2021 in respect of the Offer to be made by the Offeror for all issued and outstanding ordinary shares in the capital of Neways at an offer price of EUR 14.55 in cash per share (cum dividend).

Pursuant to the provisions of Section 7, paragraph 1 sub a of the Decree, requiring a public announcement including a status update regarding an intended public offer within four weeks following its announcement, the Offeror and Neways hereby provide this joint update on the Offer.

The Offeror and Neways confirm that they are making good progress on the preparations for the Offer. At the date of this press release, the Offeror will submit a request for review and approval of the Offer Memorandum in relation to the Offer to the AFM. In addition, Neways' central works council (*centrale ondernemingsraad*) has rendered a positive advice on the decision of Neways' management board and supervisory board to support the transaction and recommend the Offer.

Furthermore, with reference to Article 7, paragraph 4 of the Decree, the Offeror confirms it is able to fund the aggregate consideration of the Offer fully through readily available liquid assets and cash. The Offer values 100% of the issued and outstanding shares in the capital of Neways at approximately EUR 177.8 million. The Offeror and Neways anticipate that the Offer will close in the second half of 2021.

For more information:

Neways

Neways
Tel: +31 (0) 40 2679201
Neways Electronics International N.V.
Postbus 69, 5690 AB SON
www.newayselectronics.com

Offeror

Hill+Knowlton Strategies
Ariën Stuijt
T: +31 20 404 4707
E: Arien.Stuijt@hkstrategies.com

About Neways

Neways is an international company active in the EMS (Electronic Manufacturing Services) market. Neways offers its clients custom-made solutions for the complete product life cycle (from product development to after-sales service) of both electronic components and complete (box-built) electronic control systems. Neways operates in a niche of the EMS market and focuses primarily on small to medium-sized specialist series, in which quality, flexibility and time-to-market play a crucial role. Neways products are used in sectors such as the Semiconductor, Medical, Automotive and Industrial. Neways has operating companies in the Netherlands, Germany, the Czech Republic, Slovakia, China and the United States, with a total of 2,598 employees at year-end 2020. Neways recorded net turnover of € 478.6 million in 2020. Neways shares are listed on the Euronext Amsterdam stock exchange (symbol: NEWAY).

About Infestos

Infestos is a sustainable investment firm focused on entrepreneurial and hands-on investment of family capital. Infestos was established in 1999 and consists of a team of experienced professionals with multidisciplinary skills. Infestos has extensive experience on the capital markets through its investments in Alfen, NX Filtration and ESG Core Investments. In addition to its investment portfolio, Infestos supports talent development in sports through TalentNED, sustainable renovation of monumental real estate and projects in the fields of education and healthcare through the Infestos Foundation.

Disclaimer

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Certain statements, beliefs and opinions in this press release are forward-looking, which reflect the Offeror's or Neways' current expectations and projections about future events. By their nature, forward-looking statements involve a number of known and unknown risks, uncertainties and assumptions that could cause actual results, performance, achievements or events to differ materially from those expressed, anticipated or implied by the forward-looking statements. These risks, uncertainties and assumptions could adversely affect the outcome and financial effects of the plans and events described herein. A multitude of factors including, but not limited to, changes in demand, regulation, competition and technology, can cause actual events, performance, achievements or results to differ significantly from any anticipated or implied development. Each of the Offeror and Neways expressly disclaims any obligation or undertaking to release any update or revisions to any forward-looking statements in this press release as a result of any change in expectations or projections, or any change in events, conditions, assumptions or circumstances on which these forward-looking statements are based.

Neither the Offeror or Neways nor its advisers or representatives nor any of its affiliates or any such person's officers or employees guarantees that the assumptions underlying such forward-looking statements are free from errors nor does either accept any responsibility for the future accuracy of the forward-looking statements contained in this press release or the actual occurrence of the anticipated or implied developments. You should not place undue reliance on forward-looking statements, which speak only as of the date of this press release.

12. DUTCH LANGUAGE SUMMARY

Dit Hoofdstuk 12 (*Dutch language summary*) is de Nederlandse samenvatting van dit Biedingsbericht dat is uitgegeven ter zake van het openbaar bod dat door de Bieder is uitgebracht op alle aandelen in het geplaatst en uitstaand kapitaal van Neways (de **Aandelen**) met inachtneming van de voorwaarden zoals beschreven in dit Biedingsbericht.

De gedefinieerde termen in dit Hoofdstuk 12 (*Dutch language summary*) hebben de betekenis die daaraan is gegeven in Hoofdstuk 12.2 (*Nederlandse definities*). Deze Nederlandse samenvatting maakt deel uit van dit Biedingsbericht, maar vervangt deze niet. Deze Nederlandse samenvatting is niet volledig en bevat niet alle informatie die voor de Aandeelhouders van belang is om een afgewogen oordeel te kunnen vormen over het Bod.

Het lezen van deze Nederlandse samenvatting mag niet worden beschouwd als alternatief voor het bestuderen van het volledige Biedingsbericht. Aandeelhouders wordt geadviseerd het volledige Biedingsbericht (inclusief alle documenten die daarin door middel van verwijzingen (*incorporation by reference*) zijn opgenomen) zorgvuldig door te lezen en zo nodig onafhankelijk advies in te winnen teneinde een afgewogen en goed geïnformeerd oordeel te kunnen vormen omtrent het Bod. Daarnaast wordt Aandeelhouders geadviseerd een onafhankelijke professionele adviseur te raadplegen met betrekking tot de fiscale gevolgen van het aanmelden van Aandelen onder het Bod.

Wanneer deze Nederlandse samenvatting afwijkt van de Engelse tekst van dit Biedingsbericht prevaleert de Engelse tekst.

12.1 Restricties en belangrijke informatie

Het uitbrengen van het Bod, de algemeenverkrijgbaarstelling van dit Biedingsbericht, inclusief deze Nederlandse samenvatting en/of de verspreiding van enige andere informatie met betrekking tot het Bod, kunnen in bepaalde jurisdicties aan restricties onderhevig zijn. Zie Hoofdstukken 2 (*Restrictions*) en 3 (*Important information*).

Het Bod wordt gedaan in en vanuit Nederland met inachtneming van de verklaringen, voorwaarden en beperkingen opgenomen in het Biedingsbericht. Het Bod wordt niet uitgebracht in, en mag niet worden aanvaard door of namens Aandeelhouders vanuit een jurisdictie waarin het uitbrengen van het Bod of het aanvaarden daarvan niet in overeenstemming is met de in die jurisdictie geldende wet- en regelgeving. Het niet in acht nemen van deze restricties kan een overtreding van de effectenwet- en regelgeving van de betreffende jurisdictie opleveren. De Bieder, haar gelieerde ondernemingen, Neways, hun adviseurs en het Afwikkelingskantoor (zoals hierna gedefinieerd) aanvaarden geen enkele aansprakelijkheid ter zake van overtredingen van voornoemde restricties. Mocht u twijfelen of u kunt deelnemen aan het Bod, neemt u dan onmiddellijk contact op met uw adviseur.

De Bieder behoudt zich het recht voor om in het kader van het Bod de door of namens een Aandeelhouder gedane aanmelding van Aandelen te accepteren, zelfs indien dit niet gebeurt in overeenstemming met de bepalingen zoals uiteengezet in dit Biedingsbericht.

De informatie opgenomen op het voorblad, pagina's 1 en 2 en in Hoofdstukken 1 (*Table of contents*) t/m 6 (*Explanation and background of the Offer*) (met uitzondering van Hoofdstukken 3 (*Important information*), 6.6 (*Decision-making and Recommendation by the Boards*), 6.8 (*Shareholdings of the members of the Boards*), 6.11(f) (*Tax treatment of distributions*) en 6.22 (*EGM*)) en Hoofdstuk 8 (*Information regarding the Offeror*) is uitsluitend door de Bieder verstrekt.

De informatie opgenomen in Hoofdstukken 6.6 (*Decision-making and Recommendation by the Boards*), 6.8 (*Shareholdings of the members of the Boards*), 6.22 (*EGM*), 7 (*Information regarding Neways*), 13 (*Financial information Neways*) en 14 (*Neways Articles of Association post-Settlement*) is uitsluitend door Neways verstrekt.

De informatie opgenomen in Hoofdstukken 3 (*Important information*), 6.11(f) (*Tax treatment of distributions*), 9 (*Further information required by the Decree*), 10 (*Tax aspects of the Offer and Post-Closing Merger Restructuring*), 11 (*Press releases*), 12 (*Dutch language summary*) en 15 (*Advisers*) is gezamenlijk door de Bieder en Neways verstrekt.

De Bieder en Neways zijn uitsluitend verantwoordelijk voor de juistheid en volledigheid van de in dit Biedingsbericht verstrekte informatie, ieder afzonderlijk met betrekking tot de informatie die zij uitsluitend hebben verstrekt en gezamenlijk met betrekking tot de informatie die zij gezamenlijk hebben verstrekt.

De Bieder en Neways verklaren ieder afzonderlijk ten aanzien van de informatie die door henzelf is verstrekt, en gezamenlijk ten aanzien van de informatie die door hen gezamenlijk is verstrekt, dat de informatie in dit Biedingsbericht, voor zover hen redelijkerwijs bekend kan zijn, in overeenstemming is met de werkelijkheid en dat geen gegevens zijn weggelaten waarvan de vermelding de strekking van dit Biedingsbericht zou wijzigen.

De informatie opgenomen in Hoofdstukken 13.3 (*Comparative overview of consolidated statements of financial position as at 31 December 2020, 2019 and 2018*) t/m 13.5 (*Comparative overview of consolidated cash flow statement for the financial years 2020, 2019 and 2018*) en in Hoofdstuk 13.7 (*Financial statements for the financial year 2020 including independent auditor's report of KPMG*) is door Neways ontleend aan de gecontroleerde jaarrekening voor de boekjaren 2020, 2019 en 2018 zoals gepubliceerd in de jaarverslagen van Neways betreffende 2020, 2019 en 2018. De informatie opgenomen in Hoofdstuk 13.8 (*Neways half year report 2021 and condensed consolidated interim financial statements for the six-month period ended 30 June 2021 including independent auditor's review report of KPMG*) is door Neways ontleend aan de gereviewde tussentijdse jaarrekening voor de periode van zes maanden eindigend op 30 juni 2021, zoals gepubliceerd door Neways op 25 augustus 2021.

De onafhankelijke accountantsverklaringen opgenomen in Hoofdstuk 13.6 (*Independent auditor's report of KPMG on the selected consolidated financial information of Neways for the financial years 2020, 2019 and 2018*) en 13.8 (*Neways half year report 2021 and condensed consolidated interim financial statements for the six-month period ended 30 June 2021 including independent auditor's review report of KPMG*) is door Neways verkregen van KPMG Accountants N.V. (**KPMG**), de onafhankelijk accountant van Neways voor de boekjaren 2020, 2019, 2018 en het eerste halve boekjaar van 2021.

De informatie in dit Biedingsbericht geeft de situatie weer op de datum van dit Biedingsbericht tenzij specifiek anders is aangegeven. Onder geen beding houden publicatie en verspreiding van dit Biedingsbericht in dat de hierin opgenomen informatie ook na de datum van dit Biedingsbericht juist en volledig blijft. Het voorgaande laat echter onverlet de verplichting van de Bieder en Neways om een openbare mededeling te doen ingevolge de Europese Verordening Marktmisbruik of artikel 4 lid 1 en 3 van het Bob, voor zover van toepassing.

Getallen in dit Biedingsbericht kunnen naar boven of beneden zijn afgerond en dienen derhalve niet als exact te worden beschouwd.

Uitsluitend de Bieder en Neways zijn bevoegd mededelingen te doen over het Bod of de in dit Biedingsbericht opgenomen informatie namens de Bieder respectievelijk Neways, zonder afbreuk te doen aan de onafhankelijke accountantsverklaring afgegeven door KPMG die is

opgenomen in dit Biedingsbericht, en de *fairness opinion* die is verstrekt door ABN AMRO Bank N.V. handelend via de Corporate & Institutional Banking – Corporate Finance afdeling (ABN AMRO) aan het Bestuur en de Raad van Commissarissen.

12.2 Nederlandse definities

Aanbeveling	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.10 (<i>Besluitvorming en aanbeveling van het Bestuur en de Raad van Commissarissen</i>);
Aandeelhouders	betekent houder van één of meer Aandelen;
Aandelen	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12 (<i>Dutch language summary</i>);
Aandelenverkoop	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.12(a) (<i>Post-Closing Fusie Herstructurering</i>);
Aangemeld Aandeel	betekent elk Aandeel dat voorafgaand aan of op de Laatste Dag van Aanmelding op juiste wijze is aangemeld (of op onjuiste wijze, gegeven dat de Bieder de aanmelding desalniettemin heeft aanvaard) en dat niet is herroepen onder het Bod;
Aangesloten Instelling	betekent de tot Euronext Amsterdam aangesloten instellingen;
Aanmeldingsdrempel	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.7(a) (<i>Voorwaarden</i>);
Aanmeldingsperiode	betekent de periode waarin de Aandeelhouders hun Aandelen bij de Bieder kunnen aanmelden, vanaf 9:00 uur CET op 1 september 2021 tot 17:40 uur CET op de Laatste Dag van Aanmelding;
ABN AMRO	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.1 (<i>Restricties en belangrijke informatie</i>);
Adviesovereenkomst	betekent de adviesovereenkomst tussen de Bieder en Neways die op arm's length voorwaarden en zo snel mogelijk na de Dag van Overdracht wordt gesloten;
AFM	betekent de Stichting Autoriteit Financiële Markten;
Afwikkelingskantoor	betekent Van Lanschot Kempen N.V.;
Alternatief Voorstel	betekent een bod of voorstel tot een bod, of aanwijzing van belangstelling voor een bod, dat door een of verschillende transacties kan leiden tot: (a) een directe of indirecte verkrijging van alle of een wezenlijk deel van de Aandelen of het houden van alle of een wezenlijk deel van de stemrechten in de aandeelhoudersvergadering van Neways;

- (b) een directe of indirecte verkrijging van Aandelen, zoals een verplicht bod dat in gang zet voor Neways op grond van de Toepasselijke Wetgeving;
- (c) een openbaar bod op de Aandelen; of
- (d) een directe of indirecte verkrijging van de gehele of een wezenlijk deel van de onderneming of activa van Neways, de aandelen in een lid van de Neways Groep of een wezenlijk deel van de onderneming of activa van een lid van de Neways Groep,

steeds, al dan niet door directe of indirecte verkrijging of koop, inschrijving, fusie, splitsing, reorganisatie, contributie, joint venture, aandelenruil, consolidatie, bedrijfscombinatie, herkapitalisatie, liquidatie, ontbinding of vergelijkbare transactie waarbij Neways of een ander lid van de Neways Groep betrokken is, met een persoon anders dan de Bieder of een van haar Gelieerde Ondernemingen;

AXECO	betekent AXECO Corporate Finance B.V.;
BAVA	betekent de buitengewone vergadering van Aandeelhouders die, met inachtneming van artikel 18 lid 1 van het Bob, zal worden gehouden op 19 oktober 2021;
Besluiten	betekent (i) de Post-Closing Fusiebesluiten, (ii) de benoeming van de personen geïdentificeerd door de Bieder als commissarissen zoals beschreven in Hoofdstuk 6.14 (<i>Composition of the Supervisory Board</i>), en (iii) het besluit tot goedkeuring van de statutenwijziging van Neways, geldend na Overdracht, in overeenstemming met de concept statutenwijzigingen opgenomen in Hoofdstuk 14 (<i>Neways Articles of Association</i>);
Bevel	heeft de betekenis die daaraan gegeven is in Hoofdstuk 12.7(a) (<i>Voorwaarden</i>);
Bestuur	betekent de raad van bestuur van Neways;
Bieder	betekent Infestos Sustainable Solutions B.V., een besloten vennootschap met beperkte aansprakelijkheid, opgericht naar Nederlands recht, statutair gevestigd te Enschede, Nederland, en kantoorhoudende te Oldenzaalsestraat 500 7524 AE Enschede, Nederland, en ingeschreven in het handelsregister van de Kamer van Koophandel onder nummer 83266615;
Bieder Groep	betekent de Bieder tezamen met haar Gelieerde Ondernemingen;
Biedingsbericht	betekent dit biedingsbericht;
Biedprijs	heeft de betekenis die daaraan gegeven is in Hoofdstuk 12.4 (<i>Het Bod</i>);

Bob	betekent het Besluit openbare biedingen behorend bij de Wet op het financieel toezicht;
Bod	betekent het bod zoals in dit Biedingsbericht beschreven;
Bod van de VDL Groep	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.10 (<i>Besluitvorming en aanbeveling van het Bestuur en de</i>);
BW	betekent het Burgerlijk Wetboek;
CET	betekent tijd in Amsterdam;
Company Holdco	betekent Neways Holdco B.V., een besloten vennootschap met beperkte aansprakelijkheid, opgericht naar Nederlands recht, statutair gevestigd te Eindhoven, Nederland, en kantoorhoudende te Science Park Eindhoven 5010, 5692 EA Son en Breugel, Nederland, ingeschreven in het handelsregister van de Kamer van Koophandel onder nummer 83658459;
Company Sub	betekent Neways Sub B.V., een besloten vennootschap met beperkte aansprakelijkheid, opgericht naar Nederlands recht, statutair gevestigd te Eindhoven, Nederland, en kantoorhoudende te Science Park Eindhoven 5010, 5692 EA Son en Breugel, Nederland, ingeschreven in het handelsregister van de Kamer van Koophandel onder nummer 83660224;
Dag van Gestanddoening	betekent de dag waarop de Bieder aankondigt of het Bod gestand wordt gedaan, zijnde niet later dan de derde Werkdag na de Laatste Dag van Aanmelding;
Dag van Overdracht	betekent de dag waarop de Overdracht plaats zal vinden;
Driehoeksfusie	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.12(a) (<i>Post-Closing Fusie Herstructurering</i>);
EMS	betekent electronic manufacturing services;
Euronext Amsterdam	betekent de beurs van Euronext Amsterdam, een gereglementeerde markt beheerd door Euronext Amsterdam N.V.;
Europese Verordening Marktmisbruik	betekent de Europese Verordening Marktmisbruik (596/2014);
Fusieovereenkomst	betekent de fusieovereenkomst overeengekomen tussen de Infestos Sustainability en Neways op 24 juni 2021;
Gelieerde Onderneming	betekent met betrekking tot een partij, iedere persoon die tot diezelfde groep als bedoelde partij behoort, zoals gedefinieerd in artikel 2:24b BW;
Infestos Sustainability	betekent Infestos Sustainability B.V.;

Kempen & Co	betekent van Lanschot Kempen N.V. ;
KPMG	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.1 (<i>Restricties en belangrijke informatie</i>);
Laatste Dag van Aanmelding	betekent de dag waarop de Aanmeldingsperiode afloopt, zijnde 27 oktober 2021, tenzij de Aanmeldingsperiode is verlengd in overeenstemming met Hoofdstuk 5.6 (<i>Extension</i>), in welk geval de Laatste Dag van Aanmelding zal zijn de dag waarop de verlengde Aanmeldingsperiode afloopt;
Laatste Tijdstip van Aanmelding	betekent 17:40 uur CET op de Laatste Dag van Aanmelding;
Liquidatie	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.12(a) (<i>Post-Closing Fusie Herstructurering</i>);
Long Stop Date	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.7(a) (<i>Voorwaarden</i>);
Materieel Nadelig Effect	betekent elke gebeurtenis, omstandigheid, voorwaarde, wijziging of effect dat zich heeft voorgedaan na de datum van de Fusieovereenkomst en, afzonderlijk of tezamen, die wezenlijk nadelig is of redelijkerwijs wezenlijk nadelig zal zijn voor (i) de onderneming, de activiteiten, de resultaten van de activiteiten, of situatie (financieel of anderszins) van de Neways Groep, als geheel, of (ii) het vermogen van de Bieder om de Transactie tijdig te implementeren in overeenstemming met de voorwaarden van de Fusieovereenkomst; met dien verstande, echter, dat met betrekking tot (i), het volgende niet zal worden geacht een Materieel Nadelig Effect te zijn, daaraan bij te dragen of daarmee rekening te houden bij de bepaling of er een Materieel Nadelig Effect is geweest of redelijkerwijs kan worden verwacht: iedere gebeurtenis, feit, voorwaarde of wijziging die veroorzaakt is door of het gevolg is van: (a) wijzigingen na 24 juni 2021, in de geldende rentepercentages, wisselkoersen of andere economische, monetaire of politieke voorwaarden in de Europese Unie, daaronder begrepen nadelige ontwikkelingen met betrekking tot de Europese Unie, de lidstaten ervan (met inbegrip van Brexit of het verlaten van bedoelde unie door een of meer andere lidstaten) of de Eurozone (met inbegrip van een of meer leden die bedoelde zone verlaten); (b) algemene wijzigingen na 24 juni 2021, op de effectenmarkten in de Europese Unie; (c) wijzigingen of gebeurtenissen na 24 juni 2021, die in het algemeen van invloed zijn op de sectoren waarin de Bieder en Neways actief zijn c.q. niet specifiek met betrekking tot de Neways Groep;

- (d) algemene wijzigingen na 24 juni 2021, in boekhoudkundige vereisten die van toepassing zijn op de Neways Groep, waaronder begrepen de uitleg of toepasbaarheid daarvan;
- (e) wijzigingen na 24 juni 2021, in dwingendrechtelijke bepalingen van algemene toepasselijkheid of handhaving daarvan door een Overheidsorgaan;
- (f) handelingen of omissies van de Bieder die op grond van de Fusieovereenkomst vereist zijn;
- (g) natuurrampen, pandemie, en met name in verband met de coronapandemie het wezenlijk verergeren daarvan, een uitbraak van ernstige vijandigheden waarbij de Europese Unie betrokken is of een terroristische aanslag, sabotage, gewapende vijandelijkheden of militair optreden binnen de Europese Unie;
- (h) de in de Fusieovereenkomst beoogde Transactie; of
- (i) het niet door Neways of de Neways Groep voldoen aan interne of gepubliceerde winstprognoses of -ramingen of inkomstenvoorspellingen, of een wijziging in handelsprijzen, of handelsvolume van het aandelenkapitaal van een partij, met dien verstande, echter dat in het geval van dit lid (i), de onderliggende oorzaak voor dat falen kan worden overwogen bij de vaststelling of er sprake is van een Materieel Nadelig Effect,

door zichzelf (waarbij geldt dat met feiten of omstandigheden die aanleiding geven voor of bijdragen aan een dergelijke verandering die niet anderszins zijn uitgezonderd van een Materieel Nadelig Effect rekening mag worden gehouden bij de vaststelling of er een Materieel Nadelig Effect is geweest of redelijkerwijs te verwachten was), behalve in het geval van het bepaalde in de leden (a), (b), (c), (d), (e) en (g), voor zover de Neways Groep buitensporig nadelig beïnvloed is vergeleken met andere bedrijven in de sectoren waarin de Bieder of Neways actief zijn, in welk geval er rekening kan worden gehouden met die gebeurtenis, dat feit, die voorwaarde of verandering bij het vaststellen of zich een "Materieel Nadelig Effect" heeft voorgedaan;

Na-aanmeldingsperiode heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.8(f) (*Na-aanmeldingsperiode*);

Nadelige Verandering van de Aanbeveling betekent dat het Bestuur, de Raad van Commissarissen of één van haar leden hun respectieve Aanbeveling intrekt, wijzigt, aanpast of kwalificeert of maatregelen neemt waardoor het Bod wordt geschaad of gefrustreerd, daaronder begrepen maatregelen genomen door een lid van het Bestuur of de Raad van

	Commissarissen in afwijking van of niet strokend met de Aanbeveling waardoor onzekerheid zou kunnen ontstaan over de status van de Aanbeveling of dat een lid van het Bestuur of de Raad van Commissarissen publiekelijk tegenstrijdige mededelingen heeft gedaan met betrekking tot diens standpunt ten aanzien van het Bod of, voor alle duidelijkheid, dat hun Aanbeveling niet is gemeld of herbevestigd, daaronder begrepen binnen een (1) Werkdag na een verzoek daartoe van de Bieder;
Neways	betekent Neways Electronics International N.V., een naamloze vennootschap, opgericht naar Nederlands recht, statutair gevestigd te Eindhoven, Nederland, en kantoorhoudende te Science Park Eindhoven 5010, 5692 EA Son en Breugel, Nederland, ingeschreven in het handelsregister van de Kamer van Koophandel onder nummer 17036989;
Neways Groep	betekent Neways tezamen met haar Gelieerde Ondernemingen;
Onafhankelijke Commissarissen	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.13(b) (<i>Samenstelling Raad van Commissarissen</i>);
Ondernemingskamer	betekent de Ondernemingskamer bij het Gerechtshof Amsterdam;
Overdracht	betekent de afwikkeling van het Bod, inhoudende de levering van de Aandelen tegen betaling van de Biedprijs door de Bieder aan de Aandeelhouders die op geldige wijze hun Aandelen hebben aangemeld (of op ongeldige wijze, gegeven dat de Bieder zulke Aandelen desalniettemin aanvaardt) en geleverd onder het Bod en niet op een geldige wijze zijn herroepen;
Overige Maatregelen na Overdracht	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.12(b) (<i>Overige Maatregelen na Overdracht</i>);
Overheidsorgaan	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.7(a) (<i>Voorwaarden</i>);
Peildatum	betekent 29 april 2021;
Post-Closing Fusiebesluiten	betekent de besluiten van de algemene vergadering van Neways om (i) de Driehoeksfusie tot stand te brengen en, voor zover vereist, (ii) de Aandelenverkoop en (iii) de Liquidatie goed te keuren;
Post-Closing Fusiedrempel	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.12(a) (<i>Post-Closing Fusie Herstructurering</i>);
Raad van Commissarissen	betekent de raad van commissarissen van Neways;
Superieur Bod	betekent een Alternatief Voorstel dat voldoet aan de volgende vereisten: (a) het Alternatieve Voorstel is geen gevolg van een schending van Hoofdstuk 6.19 (<i>Exclusivity and</i>

Alternative Proposal) en is een bona fide schriftelijk en ongevraagd voorstel voor of met betrekking tot (A) een volledig openbaar bod of verplicht bod op de Aandelen, (B) een juridische fusie resulterende in controle over alle of nagenoeg alle Aandelen, of (C) de verkrijging van de gehele of nagenoeg gehele onderneming van Neways of alle of nagenoeg alle vermogensbestanddelen van Neways, door een partij die, in de redelijke overtuiging van het Bestuur en de Raad van Commissarissen, een bona fide partij is;

- (b) naar het redelijke oordeel van het Bestuur en de Raad van Commissarissen, rekening houdend met hun fiduciaire plichten en na raadpleging van hun financiële en juridische adviseurs, het Alternatieve Voorstel aanzienlijk gunstiger is voor Neways, het bestendige succes van haar onderneming en haar aandeelhouders, werknemers en andere stakeholders dan het Bod en de Transactie (rekening houdend met eventuele verbeterde voorwaarden die de Bieder mogelijk heeft aangeboden), rekening houdend met de strategische rationale voor de Transactie, de voorwaarden uiteengezet in de Fusieovereenkomst (inclusief de aspecten van dealzekerheid zoals de Aanmeldingsdrempel) en rekening houdend met de voorwaarden van een dergelijk Alternatief Voorstel en de zekerheid en timing daarvan, inclusief de voorwaardelijkheid, de hoogte en de aard van de geboden prijs, de zekerheid met betrekking tot financiering, het standpunt van de werknemers, andere zaken overwogen in de niet-financiële voorwaarden en naleving van alle mededingingsrechtelijke en andere regelgevende wetten en de transactiestructuur;
- (c) de totale vergoeding die aan de Aandeelhouders moet worden betaald in verband met een dergelijk Alternatief Voorstel (inclusief enig dividend dat in verband daarmee wordt voorgesteld) overschrijdt de Biedprijs met ten minste 10%;
- (d) het Alternatieve Voorstel is bindend voor de derde partij in die zin dat die derde partij zich jegens Neways onder voorwaarden heeft verbonden om binnen één (1) week het Alternatieve Voorstel aan te kondigen, en in het geval van een volledig openbaar bod, binnen acht (8) weken in overeenstemming met het Bob het bod te lanceren, in ieder geval binnen de termijnen zoals genoemd in de het Bob en de Wft; en
- (e) de in het Alternatief Voorstel te betalen vergoeding mag niet bestaan uit effecten die niet openbaar worden verhandeld op een gereguleerde markt.

Toepasselijke Wetgeving

betekent alle toepasselijke wet- en regelgeving, waaronder, zonder daartoe beperkt te zijn, de toepasselijke bepalingen van

	de Wft, het Bob, de krachtens de Wft en het Bob uitgevaardigde regels en voorschriften, de Europese Verordening Marktmisbruik, de beleidslijnen en instructies van de AFM, de Wet op de Ondernemingsraden, de SER Fusiegedragsregels 2015, de regels en voorschriften van Euronext Amsterdam en het Burgerlijk Wetboek;
Transactie	betekent het Bod en de in verband daarmee beoogde transacties, zoals vermeld in de Fusieovereenkomst, daaronder begrepen voor zover van toepassing, de Uitkoopprocedure en de Post-Closing Fusie Herstructurering;
Uitkering	betekent elke uitkering op de Aandelen;
Uitkoopprocedure	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.12(c) (<i>Uitkoopprocedure</i>);
VDL Groep	betekent VDL Groep B.V.;
Voorwaarden	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.7 (<i>Voorwaarden</i>);
Voorzitter	heeft de betekenis die daaraan is gegeven in Hoofdstuk 12.13(b) (<i>Samenstelling Raad van Commissarissen</i>);
Werkdag	betekent een dag (anders dan een zaterdag of zondag) waarop banken in Nederland en Euronext Amsterdam in het algemeen open zijn voor normale bedrijfsvoering; en
Wft	betekent de Wet op het financieel toezicht.

12.3 Uitnodiging aan de Aandeelhouders

Onder verwijzing naar de verklaringen, voorwaarden en beperkingen zoals opgenomen in dit Biedingsbericht, worden Aandeelhouders uitgenodigd om hun Aandelen aan te bieden onder het Bod op de wijze en onder de voorwaarden zoals in dit Biedingsbericht beschreven. Aandeelhouders die overwegen hun Aandelen niet aan te melden, worden geadviseerd in het bijzonder Hoofdstuk 12.11 (*De gevolgen van het Bod voor Aandeelhouders die hun Aandelen niet aanbieden*) door te nemen.

12.4 Het Bod

De Bieder brengt het Bod uit om alle Aandelen te verwerven onder de voorwaarden en conform de bepalingen en beperkingen zoals opgenomen in dit Biedingsbericht.

Op voorwaarde dat de Bieder het Bod gestand doet, betaalt de Bieder voor ieder geldig Aangemeld Aandeel (of gebrekkelijk aangemeld mits door de Bieder afstand is gedaan van dat gebrek) dat niet geldig is herroepen en is geleverd aan de Bieder, een vergoeding ter hoogte van EUR 14,55 (veertien euro en vijfenvijftig cent) in contanten (*cum dividend*), na inhouding van enige toepasselijke belastingen (de **Biedprijs**).

De Biedprijs omvat Uitkeringen die na 24 juni 2021 door Neways worden vastgesteld of gedaan. Als gevolg daarvan zal de Bieder de Biedprijs dienovereenkomstig verlagen, indien er voorafgaand aan de Overdracht een Uitkering is vastgesteld met betrekking tot de Aandelen.

Op 24 juni 2021 zijn Neways en Infestos Sustainability overeengekomen dat Neways geen Uitkering zal vaststellen of doen in de periode tot en met de Overdracht.

De Biedprijs van EUR 14,55 (*cum dividend*) per Aandeel vertegenwoordigt:

- (a) een premie van 33,5% ten opzichte van de slotkoers per Aandeel op 29 april 2021 (de **Peildatum**), zijnde de ongestoorde aandelenprijs²¹;
- (b) een premie van 55,5% gebaseerd op de volume-gewogen gemiddelde prijs per Aandeel op Euronext Amsterdam gedurende een periode van drie (3) maanden eindigend op de Peildatum;
- (c) een premie van 65,3% boven de volume-gewogen gemiddelde prijs per Aandeel op Euronext Amsterdam gedurende een periode van zes (6) maanden eindigend op de Peildatum;
- (d) een premie van 68,7% boven de volume-gewogen gemiddelde prijs per Aandeel op Euronext Amsterdam gedurende een periode van negen (9) maanden eindigend op de Peildatum; en
- (e) een premie van 74,6% boven de volume-gewogen gemiddelde prijs per Aandeel op Euronext Amsterdam gedurende een periode van twaalf (12) maanden eindigend op de Peildatum.

Ter vergelijking, de gemiddelde premie over de ongestoorde aandelenprijs (de slotkoers één (1) dag voorafgaand aan de dag voor aankondiging van de transactie of, indien dit eerder is, materiële, openbare speculatie over een transactie, indien van toepassing) is ongeveer 29% bij vrijwillige en volledige openbare biedingen in cash door financiële investeerders op Nederlandse beursgenoteerde vennootschappen genoteerd aan Euronext Amsterdam die in de tien (10) jaren voorafgaande aan de Peildatum zijn aangekondigd. De geselecteerde transacties voor het berekenen van de gemiddelde premie van 29% omvatten: Mediq, UNIT 4, DE Master Blenders, HES Beheer, Exact, Crown van Gelder, Nutreco, Ten Cate, Royal Reesink, Refresco, Wessanen, VolkerWessels, NIBC, DPA en ICT Group.

12.5 Rationale van het Bod

De bieder in de zin van artikel 1:1 Wft en Neways menen dat de Transactie in het belang is van Neways en de Neways Groep, het bestendige succes en de waarde van haar onderneming op de lange termijn, rekening houdend met de belangen van al haar stakeholders, en dat de Bieder, door meerderheidsaandeelhouder van Neways te worden, strategische en andere voordelen aan Neways, de Neways Groep en haar onderneming zal bieden.

De ambitie van Neways is om het beter te doen dan de belangrijkste EMS-concurrenten, door zich te richten op duurzame en winstgevende groei. Belangrijk in dit verband is om zich om te transformeren in en te fungeren als *System Innovator* waardoor Neways een zeer goede speler in haar sector kan worden en blijven, een partner in de levenscyclus van haar klanten en met trots leiding aan haar onderneming kan geven. Voorts is de versnelde uitrol van de *One Neways* strategie essentieel voor haar toekomstige succes.

De Bieder en Infestos Sustainability, met hun deskundigheid, ondersteunen Neways volledig bij de versnelde uitrol van de *One Neways* en *System Innovator* strategie en de transitie naar

21 De koers op 29 april 2021 wordt gezien als de ongestoorde aandelenprijs, aangezien dit de slotkoers van het aandeel was op de laatste handelsdag vóór de dag waarop VDL en Neways publiekelijk een verklaring uitbrachten over VDL's indicatieve voorstel om een bod op de Aandelen te doen.

een eersteklas onderneming op het gebied van EMS. De Bieder en Infestos Sustainability ondersteunen de strategische doelstellingen van de Neways Groep om haar activiteiten naar een hoger plan te tillen en uit te breiden, voor zover mogelijk op basis van versnelling. De Bieder en Infestos Sustainability zijn voornemens Neways te steunen in de verdere ontwikkeling van leiderschap, vakmanschap en ondernemerschap in haar werkmaatschappijen. De Bieder en Infestos Sustainability erkennen voorts het belang om te blijven werken aan talentontwikkeling en het versterken van de technologische competenties binnen het bedrijf. De bieder in de zin van artikel 1:1 Wft is het eens met het bovenstaande.

De Bieder en Infestos Sustainability menen dat zij op de lange termijn van meerwaarde kunnen zijn gezien hun staat van dienst, ervaring en deskundigheid, door Neways te ondersteunen in strategische, organisatorische en operationele zaken op grond van de Adviesovereenkomst die door de Bieder en Neways zal worden gesloten op *arm's length* voorwaarden, zo snel mogelijk na de Dag van Overdracht.

Op de datum van dit Biedingsbericht heeft de bieder in de zin van artikel 1:1 Wft niet het voornemen om over te gaan tot wijziging van de vestigingsplaats van Neways en de Bieder heeft zich verbonden om gedurende de duur van de niet-financiële voorwaarden de vestigingsplaats van Neways niet te wijzigen, zoals nader omschreven in Hoofdstuk 6.17(c) (*Organisation and legal structure*).

12.6 Financiering van het Bod

Onder verwijzing naar artikel 7, lid 4 van het Bob, Hoofdstuk 11.1 (*Joint press release 24 June 2021 regarding Offer*) en Hoofdstuk 11.2 (*Joint press release 14 July 2021 regarding four weeks announcement*), bevestigt de Bieder dat hij in staat is de totale vergoeding van het Bod te financieren via direct beschikbare liquide middelen en contanten.

Per de datum van dit Biedingsbericht is de geschatte Biedprijs voor alle Aandelen (100%) circa EUR 177,8 miljoen.

12.7 Voorwaarden

(a) Voorwaarden

De bieder in de zin van artikel 1:1 Wft zal het Bod gestand te doen afhankelijk van de vraag of is voldaan aan c.q. afstand is gedaan van de volgende opschortende voorwaarden voorafgaand aan de Long Stop Date, of, in geval van het bepaalde in de leden (i), (x) en (xi) hieronder, de Laatste Dag van Aanmelding of, in geval van het bepaalde in leden (iv), (v), (vi), (vii) en (ix) hieronder, de Dag van Gestanddoening (de **Voorwaarden**):

Aanmeldingsdrempel

- (i) het aantal Aangemelde Aandelen, tezamen met Aandelen die direct of indirect gehouden worden door de Bieder Groep of op schrift toegezegd aan een lid van de Bieder Groep en door de bieder in de zin van artikel 1:1 Wft gekochte maar nog niet geleverde Aandelen, die ten minste de Aanmeldingsdrempel vertegenwoordigen op de Laatste Dag van Aanmelding, waarbij de **Aanmeldingsdrempel** staat voor 60% van het totale geplaatste en uitstaande gewone aandelenkapitaal van Neways (met uitsluiting van ingekochte eigen aandelen) per de Laatste Dag van Aanmelding, of een zoveel lager aantal als bepaald door de Bieder na overleg met het Bestuur en de Raad van Commissarissen, waarbij een minimum van 50,01% van het totale geplaatste

en uitstaande gewone aandelenkapitaal van Neways (met uitsluiting van ingekochte eigen aandelen) per de Laatste Dag van Aanmelding geldt.

Geen schending door Neways

- (ii) Neways heeft de voorwaarden van de Fusieovereenkomst niet geschonden, voor zover een dergelijke schending (A) materieel nadelige gevolgen voor Neways, de Bieder, het Bod of de Transactie heeft gehad of redelijkerwijs verwacht kan worden te hebben; en (B) niet ongedaan kan worden gemaakt (voor zover nodig) binnen tien (10) Werkdagen nadat Neways een schriftelijke ingebrekestelling van de Bieder heeft ontvangen (of, indien dat eerder is, op of voor de Long Stop Date) of niet door Neways ongedaan is gemaakt (voor zover nodig) binnen tien (10) Werkdagen nadat Neways een schriftelijke ingebrekestelling van de Bieder heeft ontvangen (of, indien dat eerder is, op of voor de Dag van Gestanddoening);

Geen schending door de Bieder

- (iii) de Bieder heeft de voorwaarden van de Fusieovereenkomst niet geschonden, voor zover een dergelijke schending (A) materieel nadelige gevolgen voor Neways, de Bieder, het Bod of de Transactie heeft gehad of redelijkerwijs verwacht kan worden te hebben; en (B) niet ongedaan kan worden gemaakt (voor zover nodig) binnen tien (10) Werkdagen nadat de Bieder een schriftelijke ingebrekestelling van Neways heeft ontvangen (of, indien dat eerder is, op of voor de Long Stop Date) of niet door de Bieder ongedaan is gemaakt (voor zover nodig) binnen tien (10) Werkdagen nadat de Bieder een schriftelijke ingebrekestelling van Neways heeft ontvangen (of, indien dat eerder is, op of voor de Dag van Gestanddoening);

Geen Nadelige Verandering van de Aanbeveling

- (iv) er heeft zich op of voor de Dag van Gestanddoening geen Nadelige Verandering van de Aanbeveling voorgedaan;

Geen Materieel Nadelig Effect

- (v) er heeft zich op of voor de Dag van Gestanddoening geen Materieel Nadelig Effect voorgedaan dat nog voortduurt op de Dag van Gestanddoening;

Geen Superieur Bod

- (vi) er is op of voor de Dag van Gestanddoening geen Superieur Bod aangekondigd of gedaan;

Geen Verplicht Bod

- (vii) er is op of voor de Dag van Gestanddoening geen derde, die niet verwant is aan de Bieder, die (A) verplicht is om een verplicht bod uit te brengen en aan te kondigen in de zin van artikel 5 lid 3 Bob of (B) een verplicht bod ingevolge artikel 5:70 Wft op alle Aandelen heeft gedaan tegen een prijs die ten minste gelijk is aan de Biedprijs;

Geen opschorting of beëindiging van de handel

- (viii) de handel in de Aandelen is niet opgeschort of beëindigd door Euronext Amsterdam of de AFM;

Geen kennisgeving van de AFM

- (ix) er is op of voor de Dag van Gestanddoening geen kennisgeving van de AFM ontvangen met de mededeling dat ingevolge artikel 5:80, lid 2, Wft, een of meer beleggingsondernemingen geen medewerking aan het Bod mogen verlenen;

ZBG Irrevocable

- (x) de ZBG Irrevocable is volledig van kracht op de Laatste Dag van Aanmelding en de relevante partijen houden zich daar volledig aan;

Besluiten

- (xi) de Besluiten zijn tijdens de BAVA genomen en zijn volledig van kracht voor de Laatste Dag van Aanmelding; en

Geen Bevel

- (xii) er is geen bevel, opschorting, vonnis, voorziening of beschikking uitgevaardigd door een Europees, nationaal, provinciaal, gemeentelijk of buitenlands overheidsorgaan, of andere toezichthouder, agentschap, commissie, rechter, scheidsrecht of ander wetgevend, uitvoerend of rechterlijk overheidsorgaan (gezamenlijk **Overheidsorgaan**), en geen Overheidsorgaan met rechtsbevoegdheid heeft een wet, regelgeving, verbod of andere regel of bevel (al dan niet tijdelijk, voorlopig of permanent) uitgevaardigd, die van kracht is en die het doen, afronden en/of afwikkelen van het Bod en/of de Transactie beperkt of verbiedt of wezenlijk vertraagt (gezamenlijk een **Bevel**) op of voor de Dag van Gestanddoening.

(b) Afstand van de Voorwaarden

- (i) De Voorwaarden (anders dan de Voorwaarden vermeld in Hoofdstukken 12.7(a)(iii), 12.7(a)(viii), 12.7(a)(ix), 12.7(a)(x) en 12.7(a)(xii)) zijn uitsluitend ten behoeve van de bieder in de zin van artikel 1:1 Wft en die kan daar (geheel of gedeeltelijk) te allen tijde en naar eigen inzicht afstand van doen via een schriftelijke kennisgeving aan Neways.
- (ii) De Voorwaarde vermeld in Hoofdstuk 12.7(a)(iii) is uitsluitend ten behoeve van Neways en die kan daar (geheel of gedeeltelijk) te allen tijde en naar eigen inzicht afstand van doen via een schriftelijke kennisgeving aan de Bieder.
- (iii) De Voorwaarden vermeld in Hoofdstukken 12.7(a)(x) en 12.7(a)(xii) zijn ten behoeve van zowel de Bieder als Neways en daar kan alleen gezamenlijk en schriftelijk door de Bieder en Neways afstand van worden gedaan.
- (iv) Van de Voorwaarden vermeld in Hoofdstukken 12.7(a)(viii) en 12.7(a)(ix) kan geen afstand worden gedaan.

- (v) De Bieder en Neways kunnen geen beroep doen op een of meer Voorwaarden indien het niet-voldoen aan bedoelde voorwaarde(n) wordt veroorzaakt door een wezenlijke tekortkoming door die partij in de nakoming van haar verplichtingen op grond van De Fusieovereenkomst.

(c) Materieel Nadelig Effect

Voor zover de Bieder en Neways weten, zijn er op de datum van dit Biedingsbericht geen effecten die, gezamenlijk, leiden tot een Materieel Nadelig Effect.

(d) Nadelige Verandering van de Aanbeveling

Voor zover de Bieder en Neways weten, heeft zich op of voor de datum van dit Biedingsbericht geen Nadelige Verandering van de Aanbeveling voorgedaan.

(e) Vervulling

De vervulling van elk van de Voorwaarden is niet afhankelijk van de wil van de Bieder, zoals verboden door artikel 12, lid 2, van het Bob.

De Bieder en Neways zullen overleg met elkaar voeren en zowel de Bieder als Neways zullen in redelijkheid haar uiterste best doen om ervoor te zorgen dat de Voorwaarden zo snel mogelijk worden vervuld. Zowel de Bieder als Neways doen alle aanvragen en kennisgevingen die verplicht zijn op grond van de Voorwaarden en betrachten zich zullen in redelijkheid hun uiterste best doen om ervoor te zorgen dat al die informatie die verzocht is door de relevante overheidsorganen in verband met bedoelde aanvragen en kennisgevingen zo snel mogelijk wordt verstrekt. Indien er op enig moment feiten of omstandigheden ter kennis komen van de Bieder of Neways die in redelijkheid in de weg staan aan de vervulling van een Voorwaarde, dan stelt deze de andere partij daarvan terstond schriftelijk op de hoogte.

Met betrekking tot de Voorwaarde vermeld in Hoofdstuk 12.7(a)(v), zijn Infestos Sustainability en Neways een bindend advies procedure overeengekomen, voor het geval de Bieder meent dat de Voorwaarde niet is vervuld en Neways het daar niet mee eens is.

In het kader van de Voorwaarde vermeld in Hoofdstuk 12.7(a)(xii), zullen de Bieder en Neways samenwerken en hun redelijke inspanningen gebruiken om verweer te voeren tegen een Bevel of deze te betwisten, ongedaan te maken of te weerspreken en deze te laten opheffen, ongedaan te laten maken of te laten vernietigen, daaronder begrepen door een zaak aan te spannen bij en het doen van kennisgevingen aan een relevant Overheidsorgaan.

(f) Long Stop Date

Op of voor 30 april 2022 (de **Long Stop Date**) dient aan de Voorwaarden te zijn voldaan c.q. dient daarvan afstand te zijn gedaan.

12.8 Aanmelding

(a) Aanmeldingsperiode

De Aanmeldingsperiode vangt aan om 09:00 uur CET op 1 september 2021 en loopt af op 27 oktober 2021 om 17:40 uur CET op de Laatste Dag van Aanmelding, tenzij de Aanmeldingsperiode in overeenstemming met Hoofdstuk 12.8(d) (*Verlenging*) wordt verlengd.

Als het Bod gestand wordt gedaan, zal de Bieder alle Aangemelde Aandelen waarvan de aanmelding niet voordien geldig is herroepen ingevolge het bepaalde in artikel 5b, lid 5, artikel 15, leden 3 en 8 en artikel 15a, lid 3 van het Bob, aanvaarden met inachtneming van de procedures zoals uiteengezet in 12.9 (*Aanvaarding door Aandeelhouders*).

(b) Recht tot herroeping

De aanmelding van Aandelen die heeft plaatsgevonden op of voorafgaand aan 17:40 uur CET op de Laatste Dag van Aanmelding mag niet worden herroepen, behoudens het recht tot herroeping van elke aanmelding op grond van het bepaalde in artikel 5b, lid 5, artikel 15, leden 3 en 8 en artikel 15a, lid 3 van het Bob.

De aanmelding van Aandelen wordt herroepen door een daartoe strekkende schriftelijke kennisgeving aan de Aangesloten Instelling of Afwikkelingskantoor, zoals nader beschreven in Hoofdstuk 5.3(f) (*Withdrawal rights*).

Een herroeping van de aanmelding van Aandelen kan niet worden teruggedraaid. Gedurende een eventuele Na-aanmeldingsperiode kan de aanmelding van Aandelen niet worden herroepen.

(c) Gestanddoening

De verplichting van de bieder in de zin van artikel 1:1 Wft om het Bod gestand te doen is onder voorbehoud van de vervulling of het afstand doen van de Voorwaarden zoals uiteengezet in Hoofdstuk 12.7 (*Voorwaarden*). Van de Voorwaarden kan afstand worden gedaan, voor zover toegestaan bij wet of bij overeenkomst, zoals uiteengezet in Hoofdstuk 12.7(b) (*Afstand van de Voorwaarden*). Indien afstand wordt gedaan van enige Voorwaarde in overeenstemming met het bepaalde in Hoofdstuk 12.7(b) (*Afstand van de Voorwaarden*), dan zal de Bieder namens de bieder in de zin van artikel 1:1 Wft daarvan kennis geven aan de Aandeelhouders zoals voorgeschreven door de Toepasselijke Wetgeving.

De bieder in de zin van artikel 1:1 Wft zal uiterlijk op de Dag van Gestanddoening (dat wil zeggen uiterlijk op de derde (3e) Werkdag na de Laatste Dag van Aanmelding) vaststellen of aan de Voorwaarden is voldaan dan wel daarvan afstand is gedaan zoals beschreven in Hoofdstuk 12.7 (*Voorwaarden*), voor zover toegestaan door Toepasselijke Wetgeving. Bovendien zal de Bieder namens de bieder in de zin van artikel 1:1 Wft op de Dag van Gestanddoening een openbare mededeling doen of (i) het Bod gestand wordt gedaan, (ii) de Aanmeldingsperiode wordt verlengd in overeenstemming met artikel 15 van het Bob, of (iii) het Bod wordt beëindigd omdat niet is voldaan aan de Voorwaarden en daarvan geen afstand is gedaan, alles in overeenstemming met artikel 16 van het Bob. Indien het Bod niet gestand wordt gedaan, zal de Bieder dit besluit namens de bieder in de zin van artikel 1:1 Wft toelichten.

(d) Verlenging

Indien op de Laatste Dag van Aanmelding een of meer Voorwaarden niet zijn vervuld en daarvan evenmin afstand is gedaan, mag de Bieder, in overeenstemming met artikel 15 lid 1 en lid 2 van het Bob, de Aanmeldingsperiode eenmalig verlengen met minstens twee (2) weken en maximaal tien (10) weken gerekend vanaf de oorspronkelijke Laatste Dag van Aanmelding. Voor elke daaropvolgende verlenging is vrijstelling van de AFM vereist en deze verlenging zal voortduren voor zolang de Bieder, na overleg met Neways, redelijkerwijs noodzakelijk acht om aan deze Voorwaarde(n) te voldoen.

Indien (i) de AFM geen vrijstelling verleent voor verlenging van de Aanmeldingsperiode en (ii) de Aanmeldingsperiode is verstreken zonder dat het Bod gestand gedaan is, kan de Bieder naar eigen goeddunken de AFM onverwijld verzoeken om verlenging te verlenen en zo de

Bieder in de gelegenheid te stellen om onmiddellijk een nieuw openbaar bod uit te brengen onder dezelfde voorwaarden als waaronder het Bod is uitgebracht, waarbij de aanmeldingsperiode niet afloopt na de Long Stop Date. Indien een derde voor het verstrijken van de Aanmeldingsperiode een bod uitbrengt of aankondigt, kan de Bieder, na overleg met Neways, besluiten om de Aanmeldingsperiode in overeenstemming met artikel 15 lid 5 van het Bob te verlengen.

Als de Aanmeldingsperiode wordt verlengd, worden alle verwijzingen in dit Biedingsbericht naar "17:40 uur CET" en "Laatste Dag van Aanmelding" geacht te zijn gewijzigd in het laatste tijdstip en de datum waarnaar de Aanmeldingsperiode is verlengd, tenzij uit de context anderszins blijkt.

Als de Aanmeldingsperiode wordt verlengd en daardoor de verplichting op grond van artikel 16 van het Bob om openbaar mede te delen of het Bod gestand wordt gedaan wordt uitgesteld, zal uiterlijk op de derde Werkdag na de oorspronkelijke Laatste Dag van Aanmelding hierover een openbare mededeling worden gedaan in overeenstemming met het bepaalde in artikel 15, leden 1 en 2 van het Bob. Indien de Bieder de Aanmeldingsperiode verlengt, zal het Bod aflopen op het laatste tijdstip en de datum waarnaar de Bieder de Aanmeldingsperiode heeft verlengd.

Gedurende een verlenging van de Aanmeldingsperiode blijft elk Aandeel dat reeds is aangemeld en niet op geldige wijze is ingetrokken aangemeld onder het Bod, behoudens het recht van de Aandeelhouder tot herroeping in overeenstemming met Hoofdstuk 12.8(b) (*Recht tot herroeping*).

(e) **Overdracht**

Als de Bieder het Bod gestand doet, ontvangen de Aandeelhouders die hun Aandelen op of voorafgaand aan de Laatste Dag van Aanmelding op geldige wijze hebben aangemeld (of deze op ongeldige wijze hebben aangemeld, mits de Bieder afstand heeft gedaan van de ongeldigheid) en deze niet op geldige wijze hebben herroepen en deze hebben geleverd met het oog op aanvaarding op grond van het Bod, uiterlijk op de vijfde (5e) Werkdag na de Dag van Gestanddoening de Biedprijs voor elk Aangemeld Aandeel. Vanaf dat moment is het niet mogelijk de aanmelding of levering van enig Aangemeld Aandeel te herroepen, ontbinden of te vernietigen. Overdracht vindt slechts plaats als het Bod gestand gedaan is. De Bieder kan niet garanderen dat Aandeelhouders de Biedprijs daadwerkelijk binnen deze periode krijgen uitbetaald door de Aangesloten Instelling waarbij zij hun Aandelen houden.

(f) **Na-aanmeldingsperiode**

Indien de Bieder het Bod gestand doet, kan de Bieder, na overleg met Neways en in overeenstemming met artikel 17 van het Bob, binnen drie (3) Werkdagen na de Dag van Gestanddoening een Na-aanmeldingsperiode aankondigen van twee (2) weken om Aandeelhouders die hun Aandelen niet hebben aangemeld tijdens de Aanmeldingsperiode in de gelegenheid te stellen hun Aandelen gedurende de Na-aanmeldingsperiode alsnog aan te melden onder dezelfde voorwaarden als waaronder het Bod is uitgebracht (de **Na-aanmeldingsperiode**). Betaling van de Biedprijs voor de Aandelen die zijn geleverd aan de Bieder tijdens de Na-aanmeldingsperiode zal binnen vijf (5) Werkdagen volgend op de laatste dag van de Na-aanmeldingsperiode plaatsvinden.

De Bieder zal de resultaten van de Na-aanmeldingsperiode en het totale aantal en percentage van de door de Bieder gehouden Aandelen uiterlijk op de derde Werkdag na de laatste dag van de Na-aanmeldingsperiode openbaar mededelen, in overeenstemming met artikel 17 lid 4 van het Bob.

Aandeelhouders hebben, nadat de overdracht heeft plaatsgevonden, niet het recht de aanmelding, verkoop of levering van Aandelen die zijn aangemeld tijdens de Na-aanmeldingsperiode te herroepen, te ontbinden of te vernietigen.

12.9 Aanvaarding door Aandeelhouders

Aandeelhouders die Aandelen houden via een Aangesloten Instelling dienen hun aanvaarding van het Bod via hun commissionair of bank bekend te maken, uiterlijk op het Laatste Tijdstip van Aanmelding, namelijk 17:40 uur CET op de Laatste Dag van Aanmelding, tenzij de Aanmeldingsperiode is verlengd overeenkomstig Hoofdstuk 12.8(d) (*Verlenging*). De bewaarnemer, bank of commissionair kan een eerdere deadline vaststellen voor de communicatie door Aandeelhouders zodat de bewaarnemer, bank of commissionair voldoende tijd heeft om de aanmelding door te geven aan het Afwikkelingskantoor.

Aangesloten Instellingen mogen de Aandelen slechts schriftelijk en slechts bij het Afwikkelingskantoor onder het Bod aanmelden. Bij het aanmelden van de Aandelen moeten Aangesloten Instellingen verklaren dat: (i) zij de Aangemelde Aandelen in hun administratie hebben opgenomen, (ii) iedere betrokken Aandeelhouder onherroepelijk garandeert dat (A) voldaan is aan alle restricties die worden genoemd in Hoofdstuk 2 (*Restrictions*) en Hoofdstuk 12.1 (*Restricties en belangrijke informatie*) van het Biedingsbericht, en (B) het niet (direct of indirect) is onderworpen aan of getroffen door enige economische of financiële sancties uitgevoerd of afgedwongen door enig orgaan van de Amerikaanse overheid, de Europese Unie of een van haar lidstaten of de Verenigde Naties, anders dan enkel uit hoofde van het feit dat hij is opgenomen in of eigendom is van een persoon die is opgenomen in de Amerikaanse "Sectoral Sanctions Identifications (SSI) List" of Annex III, IV, V of VI van Verordening (EU) No. 833/2014 van 31 juli 2014, zoals gewijzigd, en (iii) zij zich verplicht om de Aangemelde Aandelen voor of uiterlijk op de Dag van Overdracht aan de Bieder te leveren, onder de voorwaarde dat het Bod gestand wordt gedaan.

Met inachtneming van artikel 5b lid 5, artikel 15 leden 3 en 8 en artikel 15a lid 3 van het Bob, zal het aanmelden van Aandelen als aanvaarding van het Bod leiden tot onherroepelijke instructies om (i) een poging tot levering van de Aangemelde Aandelen tegen te houden, zodat de Aangemelde Aandelen niet op of voorafgaand aan de Dag van Overdracht geleverd kunnen worden (anders dan aan het Afwikkelingskantoor op of voorafgaand aan de Dag van Overdracht indien het Bod gestand wordt gedaan en de Aangemelde Aandelen aanvaard zijn voor aankoop) en om (ii) de effectenrekening waarop dergelijke Aandelen worden gehouden op de Dag van Overdracht te debiteren ten aanzien van de Aangemelde Aandelen, tegen betaling bij het Afwikkelingskantoor van de Biedprijs per Aandeel, en om (iii) de Aangemelde Aandelen aan de Bieder te leveren.

12.10 Besluitvorming en aanbeveling van het Bestuur en de Raad van Commissarissen

Op 26 mei 2021 heeft Neways een blijk van belangstelling ontvangen van Infestos Sustainability, waarin Infestos Sustainability aangaf een aanbevolen openbaar bod op alle Aandelen te overwegen.

In de dagen na de blijk van belangstelling van Infestos Sustainability, hebben het Bestuur en de Raad van Commissarissen de blijk van belangstelling zorgvuldig geanalyseerd en beoordeeld in het licht van het mogelijke voordeel voor Neways, het bestendige succes van haar onderneming en de gevolgen voor al haar stakeholders. De belangstelling was van dien aard dat het Bestuur en de Raad van Commissarissen na zorgvuldig beraad hebben besloten dat nader onderzoek van de belangstelling geboden was. Derhalve zijn vertegenwoordigers van de het Bestuur en de Raad van Commissarissen en vertegenwoordigers van Infestos Sustainability, tezamen met hun respectieve juridisch adviseurs, op 31 mei 2021 bij elkaar gekomen om

Infestos Sustainability in de gelegenheid te stellen haar belangstelling uitgebreid kenbaar te maken. Tijdens deze bijeenkomst heeft Infestos Sustainability haar belangstelling voor een mogelijke overname van een significante meerderheid van de Aandelen door middel van een aanbevolen volledig openbaar bod toegelicht. De achtergrond, strategische rationale en financiële en niet-financiële voorwaarden voor een mogelijk aanbevolen volledig openbaar bod door de Bieder zijn eveneens tijdens deze bijeenkomst besproken.

Vanaf begin juni 2021 hebben Neways en Infestos Sustainability een mogelijke overname van de Aandelen door middel van een aanbevolen volledig openbaar bod door de Bieder verkend. Infestos Sustainability is in de gelegenheid gesteld om onder een geheimhoudingsverklaring een due diligence-onderzoek uit te voeren naar Neways en haar onderneming, bestaande uit een review van geselecteerde informatie die beschikbaar is gesteld in een door Neways opgestelde virtuele dataroom, een managementpresentatie en diverse interviews met (senior) managers.

Na verkennende gesprekken en het gerichte due diligence-onderzoek heeft Neways op 15 juni 2021 een niet-bindende biedbrief van Infestos Sustainability ontvangen, waarin Infestos Sustainability haar interesse in een aanbevolen volledig openbaar bod op alle Aandelen met een biedprijs van EUR 14,55 (*cum dividend*) per Aandeel bevestigde.

In lijn met hun fiduciaire plichten, hebben de het Bestuur en de Raad van Commissarissen, bijgestaan door hun financieel adviseurs (ABN AMRO voor Neways en AXECO specifiek voor de Raad van Commissarissen) en juridisch adviseur (AKD), het Bod beoordeeld en daarbij zorgvuldig aandacht besteed aan de gevolgen voor het bestendige succes van Neways en alle aspecten van het Bod, waaronder (i) strategische opties, (ii) financiële voorwaarden, (iii) niet-financiële voorwaarden, zoals governance, organisatie, juridische structuur en bedrijfsidentiteit, (iv) operationele en maatschappelijke aspecten en (v) dealzekerheid alsmede de voordelen en risico's voor alle stakeholders van Neways, waaronder haar werknemers, Aandeelhouders (met minderheidsbelang), klanten, leveranciers en schuldeisers.

Het Bestuur en de Raad van Commissarissen hebben tevens het bestendige succes van Neways in het kader van het Bod afgezet tegen (i) het scenario waarin Neways zelfstandig verder zou gaan en (ii) het bestendige succes van Neways in het kader van strategische alternatieven, waaronder het openbaar bod van de VDL Groep B.V. (de **VDL Groep**), zoals door de VDL Groep op 28 mei 2021 aangekondigd (het **Bod van de VDL Groep**).

Hoewel het Bestuur en de Raad van Commissarissen de VDL Groep nog steeds zien als een waardevolle partner, klant en aandeelhouder, waren zij van mening dat het Bod van de VDL Groep onvoldoende de strategische waarde dan het Bod reflecteerde. Daarnaast werd het Bod van de VDL Groep ook onvoldoende geacht (i) vanuit financieel perspectief en met het oog op het scheppen van de juiste voorwaarden voor toekomstige waarde creatie door ondersteuning van de strategie van Neways en (ii) in het licht van de niet-financiële voorwaarden. Deze onzekerheden vormden de belangrijkste reden voor het Bestuur en de Raad van Commissarissen om het Bod van de VDL Groep niet te steunen voordat de blijk van belangstelling van Infestos Sustainability werd ontvangen. Het Bestuur en de Raad van Commissarissen zijn tot de conclusie gekomen dat het Bod niet alleen een substantieel hogere biedprijs inhoudt, maar ook meer duidelijkheid biedt over stevige niet-financiële voorwaarden dan het Bod van de VDL Groep, terwijl het tevens meer zekerheid geeft bij het ontbreken van enige verplichting om een fusiegoedkeuring aan te vragen. Gezien het feit dat Neways en Infestos Sustainability overeenstemming hebben bereikt over verschillende (strategische) niet-financiële voorwaarden, die er onder andere op neerkomen dat Infestos Sustainability de strategie van Neways volledig ondersteunt en respecteert, hebben het Bestuur en de Raad van Commissarissen unaniem besloten dat voortzetting van de gesprekken met Infestos Sustainability met het oog op het bereiken van definitieve overeenstemming wenselijk was.

Vervolgens hebben Neways en Infestos Sustainability, bijgestaan door hun respectieve juridisch en financieel adviseurs, gesprekken gevoerd over de Fusieovereenkomst. Verschillende concepten en correcties zijn tussen Neways en Infestos Sustainability uitgewisseld, waaronder met name de bepalingen van de Fusieovereenkomst ten aanzien van de strategische rationale voor het Bod en de niet-financiële voorwaarden, waarbij het Bestuur en de Raad van Commissarissen het juiste verloop van het proces en mogelijke belangenverstrengeling nauwlettend in de gaten hebben gehouden.

In het kader van dit proces hebben het Bestuur en de Raad van Commissarissen tijdens verschillende bijeenkomsten en telefonische vergaderingen, zowel gezamenlijk als afzonderlijk, intensieve gesprekken gevoerd over de belangen van Neways, de beste route voor het bestendige succes van Neways en waarde creatie op de lange termijn en de belangen van alle stakeholders van Neways, waarbij zij rekening hebben gehouden met het advies van de financieel en juridisch adviseurs. Meer in het bijzonder heeft (i) ABN AMRO financieel advies en een *fairness opinion* aan het Bestuur en de Raad van Commissarissen verstrekt aangaande de billijkheid vanaf die datum op basis van en met inachtneming van de factoren, uitgangspunten, kwalificaties en andere zaken die in de *fairness opinion* zijn belicht, inhoudende dat (A) de Biedprijs billijk is, vanuit financieel oogpunt, ten aanzien van de houders van Aandelen en (B) de te betalen vergoeding op grond van de Post-Closing Fusie Herstructurering billijk is, vanuit financieel oogpunt, ten aanzien van de houders van Aandelen, en heeft (ii) AXECO financieel advies verstrekt aan de Raad van Commissarissen en heeft (iii) AKD juridisch advies verstrekt aan het Bestuur en de Raad van Commissarissen aangaande de voorwaarden van het Bod. Na afloop van het proces zijn het Bestuur en de Raad van Commissarissen unaniem tot de conclusie gekomen dat het Bod en de in de Fusieovereenkomst overwogen handelingen en transacties in het beste belang van Neways en het bestendige succes van haar onderneming zijn, rekening houdend met de belangen van alle stakeholders van Neways, waaronder haar werknemers, Aandeelhouders (met een minderheidsbelang), klanten, leveranciers en schuldeisers.

Na zorgvuldig beraad van het Bestuur en de Raad van Commissarissen is de Fusieovereenkomst op 24 juni 2021, na sluiting van de handel op Euronext Amsterdam, door Neways en Infestos Sustainability getekend en overeengekomen. Op dezelfde dag hebben Neways en Infestos Sustainability gezamenlijk een persbericht uitgebracht, waarin zij meedeelden dat zij voorwaardelijk overeenstemming hebben bereikt over een beoogd aanbevolen openbaar bod door de Bieder op alle Aandelen onder de in het gezamenlijke persbericht vermelde voorwaarden en dat Infestos Sustainability financiering voor het Bod heeft toegezegd. Op 6 juli 2021 heeft de VDL Groep aangekondigd te hebben besloten het Bod van de VDL Groep niet uit te brengen.

Op basis van bovenstaande overwegingen (i) ondersteunen het Bestuur en de Raad van Commissarissen de Transactie unaniem, (ii) adviseren zij de Aandeelhouders om het Bod te aanvaarden en hun Aandelen in overeenstemming met het Bod aan te melden en (iii) adviseren zij de Aandeelhouders om op de BAVA vóór de Besluiten te stemmen (de **Aanbeveling**).

12.11 De gevolgen van het Bod voor Aandeelhouders die hun Aandelen niet aanbieden

Indien het Bod gestand wordt gedaan is de bieder in de zin van artikel 1:1 Wft voornemens om Neways te laten voortbestaan als een aan Euronext Amsterdam genoteerde onderneming.

Echter, indien het Bod gestand wordt gedaan en de Post-Closing Fusiedrempel wordt bereikt, kan de bieder in de zin van artikel 1:1 Wft besluiten om zo spoedig mogelijk:

- (a) de notering van de Aandelen aan Euronext Amsterdam en de noteringsovereenkomst gesloten tussen Neways en Euronext Amsterdam in verband met de notering van de Aandelen te beëindigen; en
- (b) alle Aandelen te verwerven die de Bieder nog niet in bezit heeft, hetzij door middel van de Uitkoopprocedure zoals uiteengezet in Hoofdstuk 12.12(c) (*Uitkoopprocedure*), hetzij door het implementeren van de Post-Closing Fusie Herstructurering of enige Overige Maatregelen na Overdracht die ertoe leidt dat Neways een volledige dochteronderneming van de Bieder wordt, of dat de Bieder op een andere manier 100% eigenaar wordt van de activiteiten van Neways. Zie Hoofdstuk 6.11 (*Possible Post-Closing Measures and future legal structure*).

12.12 Mogelijke maatregelen na Overdracht

(a) Post-Closing Fusie Herstructurering

Onder voorbehoud dat (i) de Bieder het Bod gestand heeft gedaan, (ii) de Overdracht heeft plaatsgevonden, (iii) het aantal Aandelen dat geldig is aangemeld (inclusief, indien van toepassing, Aandelen die zijn aangemeld tijdens de Na-aanmeldingsperiode) en niet geldig is herroepen, tezamen met de Aandelen in het bezit van de Bieder of een van zijn Gelieerde Ondernemingen, ten minste 85% bedraagt van het totale geplaatste en uitstaand aandelenkapitaal van Neways op volledig verwaterde basis (exclusief eigen aandelen) per de Laatste Dag van Aanmelding (een dergelijk percentage, of een lager percentage zoals overeengekomen met het Bestuur en de Raad van Commissarissen na herbeoordeling, de **Post-Closing Fusiedrempel**) en (iv) de Herstructurering Besluiten zijn geldig aangenomen op de BAVA, kan de Bieder, naar eigen goeddunken en na redelijk overleg met Neways, besluiten om de **Post-Closing Fusie Herstructurering** door te zetten, waarbij:

- (i) een juridische driehoeksfusie wordt geëffectueerd waarbij Neways (als verdwijnende vennootschap) zal fuseren met en in Company Sub (als verkrijgende vennootschap) en waarbij Company Holdco aandelen toekent aan de aandeelhouders van Neways overeenkomstig artikelen 2:309 e.v. en 2:333a BW (de **Driehoeksfusie**);
- (ii) bewerkstelligd wordt dat Company Holdco met de Bieder een koopovereenkomst zal sluiten, op grond waarvan alle geplaatste aandelen in het kapitaal van Company Sub zullen worden verkocht en geleverd door Company Holdco aan de Bieder (de **Aandelenverkoop**) onmiddellijk na het van kracht worden van de Driehoeksfusie voor een bedrag dat gelijk is aan de Biedprijs vermenigvuldigd met het totale aantal uitstaande Aandelen (exclusief eigen aandelen); en
- (iii) bewerkstelligd wordt dat de ontbinding en vereffening van Company Holdco wordt geëffectueerd (de **Liquidatie**) in overeenstemming met artikel 2:19 BW en dat Neways een voorafgaande liquidatie-uitkering aan de aandeelhouders van Company Holdco zal regelen, waarbij een dergelijke liquidatie-uitkering (x) bedoeld is om plaats te vinden op of omstreeks de datum waarop de Aandelenverkoop is voltooid en (y) zal resulteren in een betaling per aandeel in het kapitaal van Company Holdco die zoveel mogelijk gelijk is aan de Biedprijs, zonder enige rente en onderhevig aan enige toepasselijke belasting.

Voor een verdere uitleg over de Post-Closing Fusie Herstructurering wordt verwezen naar Hoofdstuk 6.11(b) (*Post-Closing Merger Restructuring*).

(b) **Overige Maatregelen na Overdracht**

Onverminderd het bepaalde in Hoofdstuk 6.11(b) (*Post-Closing Merger Restructuring*) en met inachtneming van de in Hoofdstuk 6.17 (*Non-Financial Covenants*) opgenomen niet-financiële voorwaarden, is de Bieder nadat Bod gestand wordt gedaan bevoegd om met het oog op het bereiken van een optimale operationele, juridische, financiële en/of fiscale structuur in overeenstemming met de Toepasselijke Wetgeving, enige andere herstructurering van de Neways Groep door te voeren of te doen doorvoeren, waarvan sommige als neveneffect kunnen hebben dat het aandelenbezit van eventueel resterende minderheidsaandeelhouders van Neways verwatert (**Overige Maatregelen na Overdracht**). Verwezen wordt naar Hoofdstuk 6.11(c) (*Other Post-Closing Measures*).

(c) **Uitkoopprocedure**

Indien, na de Dag van Overdracht en, indien van toepassing, na de Na-aanmeldingsperiode, het totaal aantal Aangemelde Aandelen gelijk is aan of groter is dan 95% van het totale geplaatste en uitstaande gewoon aandelenkapitaal van Neways op volledig verwaterde basis (exclusief eigen aandelen), kan de Bieder een wettelijke uitkoopprocedure in gang zetten overeenkomstig artikel 2:92a BW of artikel 2:201a BW of een wettelijke uitkoopprocedure overeenkomstig artikel 2:359c BW door een dagvaarding in te dienen bij de Ondernemingskamer om houders van Aandelen uit te kopen wiens Aandelen niet zijn aangemeld onder het Bod (de **Uitkoopprocedure**). Neways zal de Bieder alle bijstand verlenen die redelijkerwijs nodig is, inclusief, indien nodig, het zich voegen in een dergelijke procedure als mede-eiser.

12.13 Samenstelling van het Bestuur en de Raad van Commissarissen

(a) **Samenstelling Bestuur**

De huidige leden van het Bestuur zullen aanblijven als lid van het Bestuur na de Overdracht.

(b) **Samenstelling Raad van Commissarissen**

Op voorwaarde dat het Bod gestand wordt gedaan en de Besluiten zijn aangenomen op de BAVA, zal de Raad van Commissarissen vanaf de Overdracht bestaan uit:

- (i) de heer Riefel en de heer Van Roij als nieuwe leden van de Raad van Commissarissen voorgedragen door de Bieder; en
- (ii) de heer Scheepers (Voorzitter), de heer Büthker en mevrouw De Jong, die elk kwalificeren als onafhankelijk in de zin van de in 2016 herziene Corporate Governance Code, zullen elk hun functie in de Raad van Commissarissen behouden (de **Onafhankelijke Commissarissen**) en de huidige voorzitter zal zijn functie als voorzitter van de Raad van Commissarissen (de **Voorzitter**) behouden,

met dien verstande dat, in het geval dat de Bieder na Overdracht 70% of meer van de uitstaande Aandelen houdt, de Raad van Commissarissen als volgt zal zijn samengesteld:

- (iii) de heer Riefel, de heer Van Roij en de heer Scheepers (die als Voorzitter zal aanblijven) als leden van de Raad van Commissarissen voorgedragen door de Bieder; en
- (iv) de heer Büthker en mevrouw De Jong als Onafhankelijke Commissarissen.

12.14 Bieder

De Bieder is een 100% dochteronderneming van Infestos Sustainability. De aandeelhoudersstructuur van de Bieder is weergegeven in Hoofdstuk 8.1(b) (*Ownership structure as per the date of this Offer Memorandum and Settlement*). Op de datum van dit Biedingsbericht is Infestos Bestuur B.V. enig bestuurder van zowel de Bieder als Infestos Sustainability.

De Bieder, Infestos Sustainability en dhr. Ten Doeschot kwalificeren als 'bieder' in de zin van artikel 1:1 Wft. Het Bod wordt alleen uitgebracht door de Bieder en daarom is alleen de Bieder verantwoordelijk voor het aanvaarden van en betalen voor de Aangemelde Aandelen die aan de Bieder worden geleverd.

Op dit moment bestaat er geen voornemen om het bestuur van de Bieder respectievelijk Infestos Sustainability na de Dag van Overdracht te wijzigen. Bestuurders van de Bieder en Infestos Sustainability zullen geen vergoeding ontvangen in verband met de gestanddoening van het Bod. De Bieder en Infestos Sustainability hebben geen raad van commissarissen noch werknemers en zijn niet van plan een raad van commissarissen in te stellen of werknemers in dienst te nemen.

De Transactie heeft geen invloed op het voortzetten van het dienstverband of de arbeidsvoorwaarden van de bestuurders, noch op de werknemers van de rechtspersonen die onderdeel zijn van de bieder in de zin van artikel 1:1 Wft.

12.15 Aankondigingen

Elke aankondiging over het Bod zal worden gedaan door middel van een persbericht. Eventuele gezamenlijke persberichten van de Bieder en Neways zullen beschikbaar worden gesteld op de website van de Bieder (www.infestos.com) en Neways (www.newayselectronics.com). Elk persbericht uitgegeven door de Bieder zal beschikbaar worden gesteld op de website van de Bieder (www.infestos.com).

Behoudens enige toepasselijke vereisten van de Toepasselijke Wetgeving en zonder de wijze te beperken waarop de Bieder kan verkiezen een openbare mededeling te doen, rust op de Bieder geen verplichting om enige openbare mededeling te doen anders dan zoals beschreven in dit Biedingsbericht.

13. FINANCIAL INFORMATION NEWAYS

13.1 Selected consolidated financial information of Neways

This Section 13 (*Financial information Neways*) contains certain consolidated financial information relating to Neways Electronics International N.V. (**Neways**). The selected consolidated financial information has been derived from the 2020, 2019 and 2018 financial statements of Neways. Reading the selected consolidated financial information is not a substitute for reading the audited financial statements of Neways for the financial years 2020, 2019 and 2018.

13.2 Basis for preparation

The selected consolidated financial information of Neways that have been prepared and included in this Section 13 (*Financial information Neways*) comprise the consolidated statement of financial position, consolidated statement of profit or loss and other comprehensive income and the consolidated cash flow statement for the financial years ended 31 December 2020, 2019 and 2018. This selected consolidated financial information has been derived from the financial statements for the financial years 2020, 2019 and 2018, which have been audited by KPMG Accountants N.V. (**KPMG**). KPMG expressed an audit opinion on the financial statements of Neways for the years ended 31 December 2020, 2019, and 2018 in its reports dated 25 February 2021, 4 March 2020, and 21 February 2019. Reading the selected consolidated financial information is not a substitute for reading the audited financial statements of Neways for the years 2020, 2019 and 2018.

The financial statements from which the selected consolidated financial information has been derived were prepared in accordance with International Financial Reporting Standards, as adopted by the European Union, and with Part 9 of Book 2 of the Dutch Civil Code.

Reference is made to Section 13.7 (*Financial statements for the financial year 2020 including independent auditor's report of KPMG*) for a summary of the significant accounting policies of Neways for the consolidated financial statements for the financial year 2020. The financial statements and the selected consolidated financial information for the financial year 2018 do not include the effect of IFRS 16 (lease accounting) that is applicable as from 1 January 2019. For further details please refer to paragraph 2.2 in the consolidated financial statements for the financial year 2019.

The selected consolidated financial information set out in the following pages excludes related explanatory note disclosures and a description of significant accounting policies. For a better understanding of Neways' financial position, income and cash flows, the selected consolidated financial information should be read in conjunction with the audited financial statements for the financial years 2020, 2019 and 2018, including the related explanatory notes and description of significant accounting policies that were applied for each of these years, which are available on the website of Neways at <https://www.newayselectronics.com/nl/investor-relations>.

13.3 Comparative overview of consolidated statements of financial position as at 31 December 2020, 2019 and 2018²²

Amounts x € 1,000 per 31 December	2020	2019	2018	Amounts x € 1,000 per 31 December	2020	2019	2018
Fixed assets							
Property, plant and equipment				Equity			
Buildings and land	42,666	47,566	14,984	Issued and paid-in capital	6,087	6,075	5,979
Plant and equipment	25,494	29,830	21,717	Share premium	45,913	46,313	44,326
Assets under construction	1,256	847	3,042	Retained earnings	49,225	53,000	50,669
	69,406	78,233	39,743	Currency translation reserve	778	701	658
Intangible fixed assets				Equity attributable to holders of equity instruments	102,003	106,089	101,632
Software	3,032	4,140	5,155				
Goodwill	2,754	2,754	2,754				
Customer relationships	1,131	1,648	2,328				
	6,917	8,540	10,237				
Financial fixed assets				Non-current liabilities			
Equity-accounted investees	5	5	5	Lease liabilities	25,764	29,519	0
Deferred tax assets	6,878	3,461	3,820	Provisions	0	575	692
	6,883	3,466	3,825	Pension and jubilee provisions	5,628	5,426	4,959
Total fixed assets	83,206	90,299	53,805	Deferred tax liabilities	1,146	1,348	1,417
Current assets					32,538	36,866	7,068
Inventories				Current liabilities			
Raw materials and consumables	59,710	70,410	81,368	Bank overdrafts	4,587	36,545	41,817
Work in progress	19,927	28,197	30,570	Lease liabilities	5,148	5,379	1,130
Finished goods	2,667	2,036	3,193	Trade and other payables	69,720	82,860	82,833
	82,304	100,643	115,131	Taxes and social security premiums	9,382	7,224	8,621
Receivables				Corporate income tax	3,227	1,834	2,107
Contract assets	10,129	13,567	12,966	Provisions	8,831	1,055	1,813
Trade and other receivables	56,179	70,903	62,053		99,675	134,697	136,321
Taxes and social security premiums	327	0	0				
Corporate income tax	28	0	0				
	66,663	84,470	75,019				
Cash and cash equivalents	2,043	2,240	1,066				
Total current assets	151,010	187,353	191,216				
Total assets	234,216	277,652	245,021	Total equity and liabilities	234,216	277,652	245,021

22 Amounts included in the statement of financial position are presented as disclosed in the financial statements for each respective year. Reclassifications to conform presentation for more current years are not considered.

13.4 Comparative overview of consolidated statement of profit or loss and other comprehensive income for the financial years 2020, 2019 and 2018²³

Amounts x € 1.000	2020	2019	2018
Revenue from sale of goods	478.571	533.454	506.819
Movements in work in progress and finished products	0	0	-723
Raw materials and consumables	-304.734	-336.812	-310.906
Personnel costs	-134.587	-138.507	-133.962
Depreciation and amortisation	-14.488	-14.455	-9.198
Impairment loss on trade receivables and contract assets	-526	-24	-291
Other expenses	-26.701	-28.508	-30.697
Operating result	-2.465	15.148	21.042
Finance costs	-2.071	-2.938	-1.967
Result before tax	-4.536	12.210	19.075
Tax income/(expense)	621	-3.692	-4.644
Net result	-3.915	8.518	14.431
Other comprehensive income			
<i>To be reclassified to profit or loss in subsequent periods:</i>			
Foreign exchange translation differences for non-Dutch participations	77	43	48
Total other comprehensive income to be reclassified to profit or loss in following periods	77	43	48
<i>Items not to be reclassified to profit or loss in subsequent periods:</i>			
Revaluation of the defined-benefit pension obligation	-280	-532	-23
Related tax	84	160	7
Total	-196	-372	-16
Total other comprehensive income not to be reclassified to profit or loss in following periods	-196	-372	-16
Other comprehensive income for the period, net of tax	-119	-329	32
Total comprehensive income for the period, net of tax	-4.034	8.189	14.463
Earnings per share (in €)			
- Basic earnings per share	-0,32	0,70	1,22
- Diluted earnings per share	-0,32	0,70	1,18

23 Amounts included in the statement of profit or loss and other comprehensive income are presented as disclosed in the financial statements for each respective year. Reclassifications to conform presentation for more current years are not considered.

13.5 Comparative overview of consolidated cash flow statement for the financial years 2020, 2019 and 2018²⁴

Amounts x € 1.000	2020	2019	2018
Operating activities			
Result before tax	-4.536	12.210	19.075
<i>Adjusted for:</i>			
Depreciation of property, plant and equipment	12.867	12.645	7.364
Amortisation of intangible fixed assets	1.621	1.810	1.834
Costs of employee options granted	11	44	69
Costs of employee performance shares awarded	-81	435	236
Finance costs	2.071	2.938	1.967
Movements in provisions and pension obligations	6.924	-1.001	-484
Movements in working capital*	24.941	6.729	-17.275
	43.818	35.810	12.786
Other changes:			
Interest paid	-1.604	-2.649	-1.918
Corporate income tax paid	-1.347	-3.717	-3.299
Cash flow from operating activities	40.867	29.444	7.569
Investing activities			
Payments to acquire intangible assets	0	-113	-213
Payments to acquire property, plant and equipment	-3.317	-12.888	-11.870
Disposals of property, plant and equipment	0	0	0
Cash flow from investing activities	-3.317	-13.001	-12.083
Financing activities			
Repayments of interest-bearing borrowings	0	-44	-361
Payments pursuant to leases	-5.849	-4.808	0
Increase/ (decrease) in bank overdrafts	-31.958	-5.272	8.873
Dividend paid to holders of ordinary shares	0	-5.815	-4.184
Proceeds from exercise of options	18	504	130
Cash flow from financing activities	-37.789	-15.435	4.458
Change in cash and cash equivalents	-239	1.008	-56
Net currency translation difference	42	166	81
Cash and cash equivalents as at 1 January	2.240	1.066	1.041
Cash and cash equivalents as at 31 December	2.043	2.240	1.066
*) Movements in working capital			
Inventories	18.339	14.488	-26.417
Contract assets	3.438	-601	0
Trade and other receivables	14.724	-8.850	-8.767
Trade and other payables	-13.371	1.089	17.112
Taxes and social security premiums	1.811	603	797
	24.941	6.729	-17.275

24 Amounts included in the cash flow statement are presented as disclosed in the financial statements for each respective year. Reclassifications to conform presentation for more current years are not considered.

13.6 Independent auditor's report of KPMG on the selected consolidated financial information of Neways for the financial years 2020, 2019 and 2018

REPORT OF THE INDEPENDENT AUDITOR

To: the Board of Directors of Neways Electronics International N.V.

Our opinion

The selected consolidated financial information of Neways Electronics International N.V. included in paragraph 13.1 to paragraph 13.5 for the years 2020, 2019 and 2018 (hereafter 'the summary financial statements') are derived from the audited financial statements of Neways Electronics International N.V. for the years 2020, 2019 and 2018.

In our opinion the accompanying summary financial statements are consistent, in all material respects, with those financial statements, on the basis described in the Basis for preparation paragraph.

The summary financial statements comprise:

- 1 the comparative overview of consolidated statements of financial position as at 31 December 2020, 2019 and 2018;
- 2 the following comparative overviews of consolidated statements for the years 2020, 2019 and 2018: the consolidated statement of profit or loss and other comprehensive income and the consolidated cash flow statement; and
- 3 the accompanying other explanatory information.

The summary financial statements do not contain all the disclosures required by International Financial Reporting Standards as adopted by the European Union (EU-IFRS) and by Part 9 of Book 2 of the Dutch Civil Code. Reading the summary financial statements, therefore, is not a substitute for reading the audited financial statements of Neways Electronics International N.V. and our report thereon.

The summary financial statements and the audited financial statements do not reflect the effects of events that occurred subsequent to the date of our reports on those financial statements of 25 February 2021, 4 March 2020 and 21 February 2019 respectively.

The audited financial statements and our report thereon

We expressed an unmodified audit opinion on the audited financial statements of Neways Electronics International N.V. for the years 2020, 2019 and 2018 in our reports dated 25 February 2021, 4 March 2020 and 21 February 2019 respectively.

Our auditor's report also includes communication of materiality, scope of the group audit and key audit matters.

Responsibilities of the Board of Directors and the Supervisory Board for the summary financial statements

The Board of Directors is responsible for the preparation of the summary financial statements on the basis described in the Basis for preparation paragraph.

The Supervisory Board is responsible for overseeing the financial reporting process of the summary financial statements.

Our responsibilities for the audit of the summary financial statements

Our responsibility is to express an opinion on whether the summary financial statements are consistent, in all material respect, with the audited financial statements based on our procedures, which we conducted in accordance with Dutch law, including the Dutch Standard 810 'Opdrachten om te rapporteren betreffende samengevatte financiële overzichten' (Engagements to report on summary financial statements).

Amstelveen, 30 August 2021
KPMG Accountants N.V.
L.A. Ekkels RA

13.7 Financial statements for the financial year 2020 including independent auditor's report of KPMG²⁵

²⁵ The original financial statements were drafted in Dutch. This document is an English translation of the original. In case of any discrepancies between the English and the Dutch text, the latter will prevail.

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Consolidated statement of financial position

Amounts x € 1,000 as at 31 December	Note	2020	2019
Fixed assets			
Property, plant and equipment			
Buildings and land	5	42,666	47,566
Plant and equipment	5	25,484	29,880
Assets under construction	5	1,256	847
		69,406	78,293
Intangible fixed assets			
Software	6	3,032	4,140
Goodwill	6	2,754	2,754
Customer relationships	6	1,131	1,646
		6,917	8,540
Financial fixed assets			
Equity-accounted investees		5	5
Deferred tax assets	7	6,878	3,461
		6,883	3,466
Total fixed assets		83,206	90,299

Notes 1 to 26 are an integral part of these consolidated financial statements.

Amounts x € 1,000 as at 31 December	Note	2020	2019
Current assets			
Inventories			
Raw materials and consumables	8	59,710	70,410
Work in progress	8	19,927	28,197
Finished goods	8	2,667	2,036
		82,304	100,643
Receivables			
Contract assets		10,129	13,567
Trade and other receivables	9	56,179	70,903
Taxes and social security premiums		327	0
Corporate income tax		28	0
		66,663	84,470
Cash and cash equivalents	10	2,043	2,240
Total current assets		151,010	187,353
Total assets		234,216	277,652

 [For the portrait view of the consolidated statement of financial position, click here.](#)

Amounts x € 1,000 as at 31 December	Note	2020	2019
Equity			
Issued and paid-in capital	11	6,087	6,075
Share premium		45,913	46,313
Retained earnings		49,225	53,000
Currency translation reserve	11	778	701
Equity attributable to holders of equity instruments in the parent company		102,003	106,089
Non-current liabilities			
Lease liabilities	13	25,764	29,519
Provisions	14	0	575
Pension and jubilee provisions	15	5,628	5,426
Deferred tax liabilities	7	1,146	1,346
		32,538	36,866

Notes 1 to 26 are an integral part of these consolidated financial statements.

Amounts x € 1,000 as at 31 December	Note	2020	2019
Current liabilities			
Bank overdrafts	13	4,587	36,545
Lease liabilities	13	5,148	5,379
Trade and other payables	17	68,720	82,860
Taxes and social security premiums		9,362	7,224
Corporate income tax		3,227	1,634
Provisions	14	8,631	1,055
		99,675	134,697
Total equity and liabilities			
		234,216	277,652

 [For the portrait view of the consolidated statement of financial position, click here.](#)

Consolidated statement of profit or loss and comprehensive income

Amounts x € 1,000	Note	2020	2019
Revenue from sale of goods		478,571	533,454
Raw materials and consumables		-304,734	-336,812
Personnel costs	18	-134,587	-138,507
Depreciation and amortisation	19	-14,488	-14,455
Impairment loss on trade receivables and contract assets	9	-526	-24
Other expenses		-26,701	-28,508
Operating result		-2,465	15,148
Finance costs	20	-2,071	-2,938
Result before tax		-4,536	12,210
Tax income/(expense)	7	621	-3,692
Net result		-3,915	8,518
Other comprehensive income			
<i>To be reclassified to profit or loss in subsequent periods:</i>			
Foreign exchange translation differences for non-Dutch participations		77	43

Amounts x € 1,000	Note	2020	2019
Total other comprehensive income to be reclassified to profit or loss in following periods		77	43
<i>Items not to be reclassified to profit or loss in subsequent periods:</i>			
Revaluation of the defined-benefit pension obligation	15	-280	-532
Related tax	7	84	160
Total		-196	-372
Total other comprehensive income not to be reclassified to profit or loss in following periods		-196	-372
Other comprehensive income for the period, net of tax		-119	-329
Total comprehensive income for the period, net of tax		-4,034	8,189
Earnings per share (in €)	21		
- Basic earnings per share		-0.32	0.70
- Diluted earnings per share		-0.32	0.70

Notes 1 to 26 are an integral part of these consolidated financial statements.

 [For the portrait view of the consolidated statement of profit or loss and comprehensive income, click here.](#)

Consolidated cash flow statement

Amounts x € 1,000	Note	2020	2019
Operating activities			
Result before tax		-4,536	12,210
Adjusted for:			
Depreciation of property, plant and equipment	5	12,867	12,645
Amortisation of intangible fixed assets	6	1,621	1,810
Costs of employee options granted	16	11	44
Costs of employee performance shares awarded	16	-81	435
Finance costs	20	2,071	2,938
Movements in provisions and pension obligations		6,924	-1,001
Movements in working capital*		24,941	6,729
		43,818	35,810
Other changes:			
Interest paid		-1,604	-2,649
Corporate income tax paid		-1,347	-3,717
Cash flow from operating activities		40,867	29,444
Investing activities			
Payments to acquire intangible assets	6	0	-113
Payments to acquire property, plant and equipment	5	-3,317	-12,888
Disposals of property, plant and equipment	5	0	0
Cash flow from investing activities		-3,317	-13,001

Notes 1 to 26 are an integral part of these consolidated financial statements.

 [For the portrait view of the consolidated cash flow statement, click here.](#)

Amounts x € 1,000	Note	2020	2019
Financing activities			
Repayments of interest-bearing borrowings	13	0	-44
Payments pursuant to leases		-5,849	-4,808
Increase/ (decrease) in bank overdrafts	13	-31,958	-5,272
Dividend paid to holders of ordinary shares	12	0	-5,815
Proceeds from exercise of options		18	504
Cash flow from financing activities		-37,789	-15,435
Change in cash and cash equivalents		-239	1,008
Net currency translation difference		42	166
Cash and cash equivalents as at 1 January		2,240	1,066
Cash and cash equivalents as at 31 December		2,043	2,240
*Movements in working capital			
Inventories		18,339	14,488
Contract assets		3,438	-601
Trade and other receivables		14,724	-8,850
Trade and other payables		-13,371	1,089
Taxes and social security premiums		1,811	603
		24,941	6,729

Consolidated statement of changes in equity

Amounts x € 1,000	Note	Issued and paid-up capital	Share premium	Retained earnings	Currency translation reserve	Total equity
Balance as at 1 January 2019		5,979	44,326	50,669	658	101,632
Profit for the financial year		0	0	8,518	0	8,518
Other comprehensive income		0	0	-372	43	-329
Total comprehensive income for the period		0	0	8,146	43	8,189
Exercise of options	16	31	473	0	0	504
Award of share options		0	44	0	0	44
Award of performance shares		0	435	0	0	435
Issue of shares		65	1,035	0	0	1,100
Dividends	12	0	0	-5,815	0	-5,815
Total transactions with holders of shares in the parent company		96	1,987	-5,815	0	-3,732
Balance as at 31 December 2019		6,075	46,313	53,000	701	106,089

Notes 1 to 26 are an integral part of these consolidated financial statements.

Amounts x € 1,000	Note	Issued and paid-up capital	Share premium	Retained earnings	Currency translation reserve	Total equity
Loss for the financial year		0	0	-3,915	0	-3,915
Other comprehensive income		0	0	-196	77	-119
Total comprehensive income for the period		0	0	-4,111	77	-4,034
Exercise of options	16	1	17	0	0	18
Award of share options		0	11	0	0	11
Award of performance shares		0	128	0	0	128
Issue of shares		11	-556	336	0	-209
Dividends	12	0	0	0	0	0
Total transactions with holders of shares in the parent company		12	400	336	0	-52
Balance as at 31 December 2020		6,087	45,913	49,225	778	102,003

 [For the portrait view of the consolidated statement of changes in equity, click here](#)

Notes to the consolidated financial statements

1. GENERAL

Reporting entity and relationship with parent company

The consolidated financial statements of Neways Electronics International N.V. as at 31 December 2020 will be presented for adoption by the General Meeting of Shareholders to be held on 19 April 2021. Neways Electronics International N.V. is a company that is incorporated and domiciled in the Netherlands and its shares are publicly traded on the Euronext Amsterdam stock exchange (symbol: NEWAY). The company has its registered office in Eindhoven and its actual head office is located in Son. The Group consists of Neways Electronics International N.V. and its subsidiaries. The Group is an international one-stop provider of advanced integrated electronic components, assemblies, and systems for the industrial electronics sector.

Reporting period

These financial statements relate to the year 2020, which ended on the balance sheet date of 31 December 2020.

Continuity

Neways Electronics International N.V. has not identified any material uncertainty that might cast reasonable doubt on the entity's ability to continue to do business as a going concern. These financial statements have been prepared based on the assumption that the business will continue to trade as a going concern.

Company financial statements

These financial statements have been prepared in accordance with Title 9, Book 2 of the Dutch Civil Code, using the accounting principles adopted by the European Union and applied in the consolidated financial statements. Correct interpretation of these statutory financial statements requires the consolidated financial statements of the Company to be read in conjunction with the company financial statements, as set out on pages 99 to 105.

2. BASIS OF PRESENTATION OF THE FINANCIAL STATEMENTS

2.1 Basis of presentation of the financial statements

Statement of compliance

The consolidated financial statements of Neways Electronics International N.V. and its subsidiaries have been prepared in accordance with the International Financial Reporting Standards (IFRS), as adopted by the European Union and as in effect at the start of the financial year, and in accordance with Book 2, Section 362(9) of the Dutch Civil Code. Changes in key accounting principles are described in the notes under point 2.2.

These consolidated financial statements were approved for publication by the Board of Directors and the Supervisory Board on 25 February 2021.

Accounting principles

The consolidated financial statements have been prepared based on historical cost. The consolidated financial statements are presented in euros.

Consolidation principles

The Group has consistently applied the following financial reporting principles to all periods presented in these consolidated financial statements.

The consolidated financial statements include the financial data of Neways Electronics International N.V. and its subsidiaries as at 31 December.

This data has been processed in accordance with the full consolidation method based on uniform accounting principles. Adjustments have been made to bring any differences in valuation principles in line with those of the parent company. As a result, 100% of the financial data relating to the group companies has been included in the consolidation. All assets, liabilities, equity, income, expenses and cash flows arising from transactions within the group are completely eliminated during consolidation. Subsidiaries are businesses where Neways Electronics International N.V. exercises effective control. A new subsidiary is included in the consolidation from the time when effective control is acquired. Consolidation continues until effective control is lost. A change in the ownership interest in a subsidiary without loss of effective control is recognised administratively as an equity transaction. The Group changes the measurement of the remaining additions to the fair value from the time

when significant control is no longer exercised. The companies included in the consolidation are listed in note 22.

2.2. Summary of key accounting principles

Changes in key accounting principles

Application of the revised standards and interpretations had no material impact on the equity and the Group's result.

Operational segments

The Group's long-term strategy is aimed at strengthening its position as a one-stop provider of customer-specific industrial and professional electronic components, assemblies and systems for the Electronic Manufacturing Services (EMS) market. Intensive collaboration and clear communication between the different Neways operating companies ensures that customers in this market are optimally served, with all customer contacts being channelled through a designated point of contact.

Neways' Western European operating companies play an important role in promoting the company's one-stop-provider strategy. These operating companies are close to their customers, both in terms of customer contact and geographically.

The operating companies in Eastern Europe and Asia focus primarily on producing high-volume, less complex and stable series with a view to achieving cost benefits for customers. This production is usually commissioned by sister companies in Western Europe.

Continuous improvement in the collaboration at all levels in the organisation is essential in order to operate in respect of customers as a homogeneous, integrated group of companies with a coherent quality policy, recognisable culture and a shared vision.

The Group's management takes decisions based on its own assessments and direct communication with all those involved. Financial management is based on consolidated information. Neways is therefore only active in one operating segment as defined in IFRS 8.

Of the total revenue of € 478.6 million in 2020 (2019: € 533.4 million), a single customer was responsible for a revenue of € 101.9 million (2019: € 93.5 million) and a second customer generated a revenue of € 29.2 million (2019: € 42.4 million). The breakdown of revenue by market sectors and geographical areas is as follows:

Revenue split by market sector

Amounts x € 1,000,000	2020	2019
Industrial	144	163
Semiconductor	162	145
Automotive	114	160
Medical	53	54
Other	6	11
Total	479	533

Geographical revenue split

Amounts x € 1,000,000	2020	2019
Germany	164	231
Netherlands	210	183
Europe (other)	68	81
America	23	22
Asia	14	16
Total	479	533

Consolidated cash flow statement

The consolidated cash flow statement has been prepared using the indirect method. Cash flows in foreign currencies are translated at the average foreign exchange rate. Foreign exchange differences relating to cash and cash equivalents are shown separately in the cash flow statement. Interest paid and income taxes are recognised under operational cash flows. The cash flow statement also takes into account effects ensuing from the sale and acquisition of group companies and participations included in the consolidated accounts for the first time.

Business combinations and goodwill

Business combinations are recognised based on the acquisition method, which involves recognising the identifiable assets and the liabilities and contingent liabilities assumed at fair value, including those not previously recognised by the acquiree. Costs (excluding finance costs) that relate to the acquisition are charged directly to the statement of profit or loss. Finance costs incurred to set up loans to finance the acquisition are capitalised and

amortised over the terms of the loans. If the business combination comes into being in different stages, the fair value of the acquirer's previously held interest in the acquiree is recalculated at the acquisition date and the change in value recognised in the statement of profit or loss.

Goodwill that arises as a result of a business combination is initially recognised at purchase price (i.e. the difference between the purchase price of the business combination and the Group's interest in the net fair value of the identifiable assets, liabilities and contingent liabilities). If the purchase price of a business combination is lower than the net fair value of the assets and liabilities acquired, the difference is recognised directly in the statement of profit or loss, as a bargain purchase gain on the acquisition date.

The goodwill is subsequently valued at cost, net of any cumulative impairment losses. Goodwill is assessed for impairment each year, or more often if events or changing circumstances give cause to believe that the carrying amount may have been subject to an impairment. For the purpose of this impairment assessment, the goodwill ensuing from a business combination is allocated from the acquisition date to the Group's cash-generating units or groups of cash-generating units that are expected to benefit from the synergies of the business combination, irrespective of whether other assets or liabilities of the Group are allocated to those units or groups of units. An impairment is determined by assessing the realisable value of the cash-generating unit (or group of cash-generating units) to which the goodwill relates. The realisable value is determined as either the value in use or the direct realisable value minus the selling costs, whichever is higher. If the realisable value of the cash-generating unit (or group of cash-generating units) is lower than the carrying amount, an impairment is recognised. Impairment of goodwill is not reversed if the realisable value increases at a later date.

Translation of foreign currencies

The consolidated financial statements are presented in euros, which is also the Group's functional and reporting currency. Each group entity determines its own functional currency, and the items that are recognised in the financial statements of each entity are valued based on this functional currency.

I) Transactions and balance sheet items

Transactions in a foreign currency are recognised initially at the exchange rate for the functional currency on the transaction date. Monetary assets and liabilities denominated in foreign currencies are translated at the functional currency exchange rate in force on the balance sheet date. All differences are charged to the statement of profit or loss, except for the differences relating to permanently invested loans to non-Dutch participations that serve

to finance these non-Dutch participations, and for which no repayments are scheduled and/or immediately foreseen. These differences are recognised directly in equity until the net addition in question is disposed of, at which time they are recognised in the statement of profit or loss. Non-monetary items that are valued at historical cost in a foreign currency are translated at the prevailing foreign exchange rates as at the date of the original transactions. Non-monetary items that are valued at fair value in a foreign currency are translated at the prevailing foreign exchange rates as at the date of determination of the fair value.

II) Group companies

On the reporting date, the assets and liabilities of the non-Dutch entities are translated to the Group's reporting currency (i.e. euros) at the foreign exchange rate on the balance sheet date, and to the statement of profit or loss at the foreign exchange rate on the date of the transactions.

The exchange differences ensuing from translating equity and the borrowings of participations are directly recognised as a separate equity component in the translation reserve. On disposal of a non-Dutch entity, the deferred cumulative amount recognised for that non-Dutch entity in the equity is then recognised in the statement of profit or loss.

Financial instruments

Financial assets

Financial assets are measured at fair value on initial recognition.

The Group's financial assets comprise cash and cash equivalents, trade and other receivables. Following initial recognition, trade and other receivables are recognised at the amortised cost, if necessary net of any impairments.

Derecognition of financial assets on the balance sheet

A financial asset (or, if applicable, part of a financial asset or part of a group of similar financial assets) is derecognised if the Group is no longer entitled to the cash flows from this asset, or if the Group has transferred its rights to the cash flows from this asset, or (a) has transferred all the risks and benefits associated with this asset, or (b) has not substantially transferred all the risks and benefits of this asset, but has instead transferred control.

Impairment of financial fixed assets

Financial instruments and contract assets

The Group recognises provisions for expected credit losses relating to:

- financial assets valued at amortised cost; and
- contract assets.

The Group values provisions for credit losses at an amount equal to the expected credit losses during the entire term of the asset, with the exception of the following, which are valued at an amount equal to the expected credit losses in the coming 12 months:

- debt instruments that are determined to have a low credit risk on the reporting date; and
- other debt instruments and bank balances for which the credit risk (i.e. the risk of default during the expected life of the financial instrument) has not significantly increased since initial recognition.

Provisions for credit losses relating to trade receivables and contract assets are always valued at an amount equal to the expected credit losses during the entire term of the asset. When determining whether the credit risk associated with a financial asset has substantially increased since initial recognition and when estimating expected credit losses, the Group uses reasonable supporting information that is relevant and available without incurring disproportionate cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and the credit assessment made by the Group, including forward-looking information.

The Group considers a financial asset to be in default if it is unlikely that the borrower will be able to fully meet its credit obligations towards the Group, without the Group taking recourse to debt-recovery actions such as invoking guarantees (if present).

Measurement of expected credit losses

The expected credit losses are a probability-weighted estimate of credit losses. Credit losses are expressed as the present value of all cash deficits (i.e. the difference between the cash flows payable to the entity under the contract and the cash flows that the Group expects to receive). The expected credit losses are discounted at the effective interest rate of the financial asset.

Presentation on the balance sheet of the provision for expected credit losses

Provisions for credit losses for financial assets valued at amortised cost are deducted from the gross carrying amount for the asset.

Write-downs

The gross carrying amount of a financial asset is written down if the Group does not have a reasonable expectation of collecting all or part of it. In the case of corporate customers, the group makes an individual assessment of the timing and extent of write-down, based on whether there is a reasonable expectation of collection. The Group does not expect any significant recovery of amounts that have already been written down. However, in the case

of derecognised financial assets, activities may still be carried out in order to comply with the Group's procedures for collecting defaulted amounts.

Financial liabilities

Financial liabilities are initially recognised at fair value, including directly attributable transaction costs in the case of borrowings. The Group's financial liabilities comprise trade and other payables, bank overdrafts and lease liabilities. After initial recognition, the financial liabilities are recognised and valued at amortised cost based on the effective interest method.

Derecognition of financial liabilities on the balance sheet

A financial liability is derecognised on the balance sheet when the contractual obligations arising from this are discharged or cancelled, or expire. If an existing financial liability is replaced by another in respect of the same lender but under substantially different terms, or the terms of the existing liability are changed significantly, any such replacement or change is treated as derecognition of the original liability on the balance sheet and a new liability is recognised. The difference in the associated carrying amounts is included in the statement of profit or loss.

Netting of financial instruments

Financial assets and financial liabilities are only offset against each other and reported at the net amount on the consolidated statement of financial position when there is a legally enforceable right to offset the amounts and an intention to net the amounts, or to realise the assets and settle the liability simultaneously.

Property, plant and equipment

Plant and equipment are recognised at cost, less the accumulated amortisation and depreciation and the accumulated impairment.

The cost of daily maintenance is recognised directly in the statement of profit or loss. The cost of replacing parts of this plant and equipment is only recognised on the balance sheet if it is likely that the resulting future economic benefits will accrue to the Group. The carrying amount for plant and equipment is reviewed for impairment if events or changes in circumstances indicate that the carrying amount may not be realisable.

Buildings and land are recognised at cost, net of accumulated amortisation and depreciation on the buildings and the accumulated impairment.

Land and assets under construction are not depreciated. Amortisation and depreciation are calculated using the straight line method based on the useful life and estimated residual value of the asset in question, as follows:

- buildings 10 to 25 years
- plant and equipment 5 to 10 years

Structural alterations and improvements to buildings that are leased are also recognised under buildings. Property, plant and equipment are derecognised on the balance sheet when disposed of or if no future economic benefits are expected from their use or disposal. Any gains or losses arising from removal of the asset from the balance sheet (which is calculated as the difference between the net proceeds on disposal and the carrying amount of the asset) is recognised in the statement of profit and loss during the year in which the asset is derecognised. The asset's residual value, useful life and the valuation methods are assessed at the end of each financial year and adjusted if necessary.

Leases

Determining whether an arrangement is, or contains, a lease, is based on the terms of the arrangement at the time of agreeing the lease arrangement. The agreement is (or contains) a lease if fulfilment of the agreement depends on the use of one or more specific assets and the agreement contains the right to use the asset(s) in exchange for a fee, even if that right is not explicitly stated in an arrangement.

At the beginning, or upon reassessment, of a contract that contains a lease component, the Group allocates the consideration under the contract to a lease and a non-lease component based on the relative stand-alone prices.

The right-of-use asset and the lease liability are recognised from the commencement date of the lease. The right-of-use asset is initially recognised at cost and subsequently at cost less the accumulated amortisation and depreciation, using the linear method, and accumulated impairment, adjusted based on specific recalculations of the lease liability.

In the case of some leases of plant and equipment with a low asset value and leases agreed for a term of less than 12 months, the Group has decided not to recognise a right-of-use asset and a lease liability on the balance sheet. The lease payments related to these leases are recognised under other operating expenses on a linear basis during the term of the contract.

At the time of initial recognition, the lease liability is valued based on the present value of the lease payments that still have to be made, discounted at the interest rate implicit in the lease in question, or if this interest rate cannot be determined, the Group's incremental borrowing rate. In general, the Group uses the incremental borrowing rate as the discount rate. Following measurement at the time of initial recognition, the lease liability is increased by the interest expenses and reduced by the lease instalments paid on each subsequent occasion. Recalculation takes place when the future lease payments change due to a change in an index or rate, a change in the estimated payable amount in relation to a residual value

guarantee, or, if applicable, a change in the expectation that a purchase option or renewal option will be exercised, or if it is expected that a termination option will be exercised.

If the lease liability is recalculated in this way, a corresponding adjustment is made to the measurement of the right-of-use asset, or recognised in the statement of profit or loss when the carrying amount of the asset is reduced to nil.

The Group classifies the right of use associated with assets in the balance sheet under property, plant and equipment and lease liabilities under lease liabilities.

The Group has exercised its own judgement when determining the lease term for some leases with renewal options. The estimation whether the Group will, with a reasonable degree of certainty, make use of such options has an effect on the lease term, which in turn significantly affects the amount of the lease liability and the right-of-use asset.

Intangible fixed assets (excluding goodwill)

Separately acquired intangible fixed assets are initially recognised at cost. Expenditure after initial recognition is capitalised only when it increases the future economic benefits embodied in the specific asset to which it relates. After initial measurement, intangible fixed assets are measured at cost less accumulated amortisation and any accumulated losses due to impairment. Intangible fixed assets with a definable useful life are amortised over the useful life and assessed for impairment if there are indications that the intangible fixed asset may have been subject to an impairment. The amortisation period and method for an intangible fixed asset with a definable useful life are assessed at the end of each financial year at the latest. Changes in the expected useful life or in the expected pattern of future economic benefits of the asset are recognised by changing the amortisation period or method and treated as a change in the accounting estimate.

The amortisation charge relating to intangible fixed assets is recognised as follows in the statement of profit or loss:

- | | |
|--------------------------|---------------|
| • software | 5 to 10 years |
| • customer relationships | 5 to 10 years |

Gains or losses arising from removal of an intangible fixed asset from the balance sheet are calculated as the difference between the net proceeds on disposal and the carrying amount of the asset, and recognised in the statement of profit and loss at the time of derecognition.

Impairment of non-financial assets (excluding goodwill)

The Group assesses whether there are indications that an asset has been subject to an impairment on each reporting date. If any such indication exists, or if annual impairment

assessment of an asset is required, the Group estimates the asset's realisable value. The realisable value of an asset is the value in use, or the immediate realisable value of an asset when sold, or the cash-generating unit net of the selling costs, whichever is higher. The realisable value is determined for each asset individually, unless the asset does not generate cash flows that are largely independent of those of other assets or groups of assets. If the carrying amount of an asset exceeds the realisable value, the asset is deemed to have been subject to an impairment and is written down to the realisable value. The realisable value is the value in use or the direct realisable value minus the selling costs, whichever is higher. When assessing the value in use, the estimated future cash flows are discounted to their present value using a post-tax discount rate that reflects the current market assessments of the time value of money and the specific risks associated with the asset. Impairments losses of continuing operations are included in the statement of profit or loss in the expense category that corresponds to the function of the impaired asset. In the case of assets (excluding goodwill), an assessment is made on each reporting date to determine whether there are indications that a previously recognised loss due to impairment no longer exists or has decreased, and if so an estimation is made of the realisable value. A previously recognised loss due to impairment is only reversed if a change has arisen in the assumptions used to determine the realisable value of the asset since the last impairment loss was recognised. If this is the case, the asset's carrying amount is increased to the realisable value. This increased amount may not exceed the carrying amount that would have been determined, net of amortisation and depreciation, if no loss due to impairment had been recognised for the asset in previous years. Any such reversal is recognised in the statement of profit or loss.

Inventories

Inventories are valued at either cost or net realisable value, whichever is lower. The cost includes the following cost items:

- | | |
|-------------------------------------|--|
| Raw materials and consumables | - Purchase price on a first-in/first-out basis |
| Work in progress and finished goods | - Direct costs of materials and labour, plus a portion of the fixed production costs based on the normal operating capacity, but excluding finance costs |

The net realisable value is the estimated selling price in the ordinary course of business, minus the estimated costs of completion and the estimated costs of finalising the sale.

Cash and cash equivalents

Cash and cash equivalents on the balance sheet consist of bank balances and cash. For the purposes of the consolidated cash flow statement, the cash and cash equivalents are as defined here.

Provisions

General

A provision is recognised if the Group has a current (contractual or constructive) obligation as a result of an event in the past, if it is probable that an outflow of resources will be required to settle a liability and if a reliable estimate can be made of the amount of the liability. If the Group expects that a provision or a part of that provision will be reimbursed, e.g. under an insurance contract, the reimbursement is only recognised as a separate asset if reimbursement is virtually certain. The expense associated with a provision is recognised in the statement of profit or loss net of any reimbursement. If the effect of the time value of money is material, provisions are discounted to their present value at a post-tax discount rate that reflects the specific risks associated with the liability, if applicable. If discounting takes place, the increase in the provision due to the passage of time is recognised as finance costs.

Provision for onerous contracts

A provision for onerous contracts is recognised for expected losses incurred in relation to an ongoing contract and valued at the present value of the expected costs of terminating the contract or, if lower, at the present value of the expected net costs associated with continuing the contract, determined based on the incremental costs required for fulfilling the obligation pursuant to the contract. The Group recognises any loss due to impairment for the assets that are related to the contract first, before a provision is made.

Provision for claims

A provision for claims is made if a ruling against the Group is likely in a legal dispute. The provision represents the best estimate of the amount for which the liability can be settled, and also includes legal costs.

Provision for restructuring

A restructuring provision is recognised when the Group has approved a detailed and formal restructuring plan, and a start has been made on implementation of the restructuring exercise, or when it has been announced publicly. A provision is not made for future operating losses. For more information, refer to note 14.

Pensions and other post-employment benefits

The Group has a defined contribution plan based on the career-average system for employees of the Dutch participations, for which amounts must be paid into the separately managed industry-wide pension fund 'Pensioenfond Metalektro'. Other legal entities also contribute to this pension plan. The participating businesses do not have any obligation to make good any shortfalls in this pension fund, and also have no claim to possible surpluses. For these reasons, this pension plan is treated as a defined contribution plan in the financial statements.

The Group has defined-benefit pension plans and early retirement plans for employees and former employees of a number of German participations. The costs of the defined-benefit pension plans and early retirement plans are determined annually in accordance with actuarial practice by a qualified actuary using the '*projected unit credit method*'. Revaluations, which include actuarial gains and losses, are recognised in other comprehensive income. Revaluations are not transferred to the statement of profit or loss in the following periods. The Group does not have any plan assets. The interest surplus is calculated by applying the discount rate to the net liability under the pension plan that exists at the beginning of the financial year, taking into account changes in the net liability during the financial year as a result of pension plan contributions and payouts. Interest expenses and other costs related to the defined-benefit and early retirement plans are recognised in the statement of profit or loss. In the event of a change to or curtailment of a pension plan or early retirement plan, the resulting changes in past service costs are recognised in the statement of profit or loss on the effective date of the change or curtailment.

Long-service provisions

Employees of the Dutch participations receive additional remuneration upon reaching a certain number of years in employment. The costs of these long-service bonuses are determined based on actuarial calculations.

Please refer to note 15 for the assumptions used in this respect.

Short-term employee benefits

Short-term employee benefits are recognised as an expense upon performance of the related service. A liability is recognised for the amount that is expected to be paid if the Group has a legal or constructive obligation to pay this amount as a result of services performed by the employee and the liability can be determined in a reliable manner.

Share-based payment transactions

Members of the Board of Directors and some other officers of the Group receive remunerations in the form of share-based payment transactions where these employees provide services as consideration for equity instruments (equity-settled transactions).

Equity-settled transactions

The costs of equity-settled transactions with employees are valued at fair value on the grant date. The fair value is determined based on the Black & Scholes model (see note 16 for more information). The plans that are in operation consist of a share option plan and a performance share plan. Performance conditions are not taken into account when measuring equity-settled transactions in the case of the share option plan. Performance conditions are taken into account when measuring equity-settled transactions in the case of the performance share plan.

The costs of equity-settled transactions, together with an equal increase in equity, are recognised in the period in which the conditions for performance and/or the service are fulfilled, ending on the date on which the employees concerned become fully entitled to the award (i.e. the date on which they become unconditional). These costs are recognised as personnel costs. The cumulative costs recognised for equity-settled transactions as at the reporting date reflect the extent to which the vesting period has expired and the Group's best estimate of the number of equity instruments that will ultimately vest.

The amount charged to the statement of profit or loss for a specific period reflects the changes in the cumulative expense that is recognised at the beginning and end of that period. If a commitment settled in equity instruments is cancelled, it is treated as if it has become unconditional as of the cancellation date, and any expense not yet recognised for this commitment is recognised immediately. However, if the cancelled commitment is replaced by a new commitment and the latter is designated as a replacement commitment on the grant date, the cancelled and the new commitments are treated as though they are changes to the original commitment, as set out in the previous paragraph.

The dilution effect on the existing options and performance shares is reflected as an additional dilution of the shares when calculating the diluted earnings per share (see also note 21).

Revenue recognition

Revenues are valued based on the fee specified in a contract with the customer. The Group recognises revenues at the time when it transfers control of the goods or services to the customer. For the types of products listed below, information about the nature and time of meeting performance obligations in contracts with customers, including key payment terms and the associated principles for revenue recognition, is provided.

Standard products

Customers acquire the right of disposal of standard products when the goods are delivered to and accepted at their premises. This is also the time when revenues are recognised. Invoices are generated at that time and are usually payable within 30 to 90 days. For some

customers, it has been agreed that the goods be delivered as consignment stock to the customer's warehouse. The revenues are recognised when the goods are withdrawn from the customer's consignment stock. Invoices are generated at that time and are usually payable within 30 to 90 days.

Products made to order

In the case of products made to order, the Group has determined that the customer has right of disposal of the finished goods when the products have been manufactured. This is due to the fact that products made under these contracts are produced to a customer's specifications and, if a contract is terminated by the customer, the Group is entitled to reimbursement of the costs incurred up to that date, including a reasonable margin. The resulting uninvoiced amounts are presented as contract assets. Revenues and the associated costs are recognised over time, in this case before the goods are delivered to the customer. The related margin is realised at the time when production has been completed and the product is in stock as a finished item.

Contract assets

The contract assets relate to the Group's rights to reimbursement for work completed for products made to order, which has not been invoiced on the reporting date. The contract assets are reclassified as receivables when the rights become unconditional. In general, this occurs when the Group sends an invoice to the customer.

Work in progress

The Group carries out development, prototyping and engineering projects for the customer. The projects run for different periods. Revenues are recognised over time based on the cost-to-complete method. The related costs are recognised in the profit or loss statement when they are incurred. Advances that have been received are included under the other payables. Revenues from work in progress amounted to approximately 5% of the total revenues of the Group in the 2020 financial year (2019: approximately 4%).

Finance costs

The interest expenses listed below are recognised based on the amortised cost using the effective interest method.

Taxation

Current tax and deferred tax

Current tax and deferred tax assets and liabilities for the current and previous years are valued at the amount that is expected to be recovered from or paid to the tax authorities. The amount of taxation is calculated based on the tax rates and applicable tax legislation, as determined by law on the reporting date, in the countries in which the Group generates taxable income. Current income tax that relates to items recognised directly in equity is accounted for as equity and not in the statement of profit or loss. Management periodically evaluates the positions taken in tax returns in situations where different interpretations are possible and makes provisions where necessary.

Deferred taxation

A provision for deferred tax liabilities is formed based on the temporary differences as at the balance sheet date between the fiscal carrying amount of the assets and liabilities and the carrying amount assigned to them in the financial statements.

Deferred tax liabilities are recognised for all taxable temporary differences, other than in the following cases:

- If the deferred tax liability arises from the initial recognition of goodwill or the initial recognition of an asset or liability in a transaction that is not a business combination and that, at the time of the transaction, does not have any influence on the profit before tax or the fiscal result.
- In respect of taxable temporary differences pertaining to additions to subsidiaries, if the time of resolution can be controlled wholly independently and it is probable that the temporary difference will not be resolved in the near future.

Deferred tax assets are recognised for all deductible temporary differences, unused tax facilities and tax losses available for offset, insofar as it is probable that taxable profit will be available against which the deductible temporary difference can be offset, and the deductible temporary differences, unused tax facilities and tax losses available for offset can be utilised, except:

- If the deferred tax asset arises from the initial recognition of an asset or liability in a transaction that is not a business combination and, at the time of the transaction, does not have any influence on the profit before tax or the taxable result.
- For deductible differences relating to additions to subsidiaries, to the extent that it is probable that the temporary difference will be resolved in the near future and taxable profit will be available against which the temporary difference can be offset.

The carrying amount for the deferred tax assets is assessed on the balance sheet date and reduced to the extent that it is not probable that adequate taxable profit will be available against which the temporary difference can be fully or partially offset. Unrecognised deferred tax assets are reassessed on the balance sheet date and recognised to the extent that it is probable that taxable profit will be available in the future against which these deferred assets can be offset. Deferred tax assets and liabilities are valued at the tax rates that are expected to apply to the period in which the asset will be realised or the liability settled, based on the tax rates determined by law and prevailing tax legislation. The tax on items recognised directly in equity is accounted for as equity instead of in the statement of profit or loss.

Deferred tax assets and deferred tax liabilities are offset if there is a legally enforceable right to set off tax assets against tax liabilities and the deferred taxation relates to the same taxable entity and the same tax authority.

Government grants

Government grants are recognised if there is a reasonable degree of certainty that the grant will be received and that all relevant conditions will be met. If the grant relates to a cost item, the grant is recognised as income for the period necessary for allocating it systematically to the costs for which the grant is intended. If the grant relates to an asset, the fair value is credited to an accrual that is released to the statement of profit or loss in equal annual instalments during the expected useful life of the asset concerned.

3. KEY ACCOUNTING JUDGEMENTS, ESTIMATES AND ASSUMPTIONS

When preparing the Group's financial statements, management has a duty to make judgements, estimates and assumptions on the balance sheet date that affect the reported amounts of revenues, expenses, assets, liabilities and off-balance sheet commitments. However, the inherent uncertainty relating to these assumptions and estimates may lead to outcomes that require material amendments to the carrying amount for the asset or liability in question.

Judgements

When applying the Group's financial reporting principles, the following judgements made by management are those that have the most significant effect on the amounts recognised in the financial statements.

Pensions

The pension plan for the employees in the Netherlands has been placed with an industry-wide pension fund. This is a collective plan based on the career-average system and other legal entities participate in it. This plan is administered by 'Bedrijfstakpensioenfondsen Metalektro'. The participating businesses do not have any obligation to make good any shortfalls in this pension fund, and also have no claim to possible surpluses. For these reasons, this pension plan is treated as a contribution plan in the financial statements.

Lease liabilities – renewal options

A number of building leases contain renewal options that can be exercised by the Group up to one year before the end of the non-cancellable contract period. The renewal options can only be exercised by the Group and not by the lessors. The Group determines during the term of the lease whether it is reasonably certain that the renewal options will be exercised. The group re-assesses whether it is reasonably certain that the options will be exercised in the case of an important event, or important changes in circumstances that the Group itself controls. The Group has estimated that, if it were to exercise the renewal options of a maximum of 5 years, the potential future lease payments would result in an increase of € 14.3 million in the lease liabilities.

Revenue recognition

Please refer to 'Revenue recognition' under note 2.2 'Summary of key accounting principles' for details of when the Group's revenues are recognised, over time or at a specific moment in time.

Estimates and assumptions

The key assumptions regarding the future and other significant sources of estimation uncertainty on the balance sheet date, and which by their nature have a significant risk of requiring a material adjustment to the carrying amount of assets and liabilities in the next financial year, are set out below.

Fair value of assets and liabilities

Contingent consideration balances arising from business combinations are valued at fair value on the acquisition date, as part of the business combination. If the contingent consideration satisfies the definition of a financial liability, revaluation at fair value takes place subsequently on each reporting date.

The fair value is based on the cash flows after they have been discounted to their present value.

The key assumptions take into account the likelihood of the performance targets being met, and the discount rate.

Property, plant and equipment

The asset's residual value, useful life and the valuation methods are assessed at the end of each financial year and adjusted if necessary. No adjustments were made during the financial year.

Impairment of goodwill

The Group determines at least once a year whether goodwill has been subject to impairment. This requires an estimate of the value in use of the cash-generating units to which goodwill is allocated. To assess the value in use, the Group makes an assessment of the expected future cash flows from the cash-generating unit and also determines a suitable discount rate in order to calculate the present value of those cash flows. The carrying amount of the goodwill as at 31 December 2020 was € 2.8 million (2019: € 2.8 million). For more information, refer to note 6.

Deferred tax assets

Deferred tax assets relating to tax losses carried forward are recognised to the extent that it is likely that taxable profits will be available against which the losses can be offset. Determining the amount of deferred tax assets that can be recognised requires significant management judgement based on the probable timing and level of future taxable profits, in combination with future tax planning strategies. The carrying amount of the deferred tax asset for tax losses as at 31 December 2020 was € 6.2 million (2019: € 3.8 million). All tax losses in Germany are recognised on the balance sheet as per 31 December 2020. No deferred tax assets have been recognised on the balance sheet for unused losses that could potentially be carried forward in China, which amount to € 0.5 million (31 December 2019: € 0.6 million), as it is currently not yet likely that the Group will realise future taxable profits, against which it could utilise these deferred tax assets. For more information, refer to note 7.

Inventories

When measuring inventories, an estimate is made of possible obsolescence. This involves making estimates based on both historical and future revenue. Future revenue is based on secured orders in the future. As at 31 December 2020, the provision for inventory write-downs amounted to € 13.6 million (2019: € 10.3 million).

Provision for onerous contracts

When determining the amount of this provision, assumptions and estimates have been made in relation to the expected costs of continuing the contracts until the time of delivery.

Restructuring provision

When determining the amount of this provision, assumptions and estimates have been made in relation to the expected restructuring costs, including severance pay and consultancy fees. For more information, refer to note 14.

Pension plans and long-service bonuses

The costs of defined-benefit pension plans, early retirement plans and long-service bonus arrangements are determined using actuarial methods. The actuarial methods include making assumptions about discount rates, future salary increases, mortality rates and future indexation of pension benefits. Due to the long-term nature of these arrangements, these estimates are subject to considerable uncertainty. All assumptions are reviewed on each reporting date. The net commitment as at 31 December 2020 amounted to € 5.6 million (2019: € 5.4 million). For more information, refer to note 15.

4. AS YET UNADOPTED STANDARDS AND INTERPRETATIONS

A number of new standards are effective for financial years starting after 1 January 2020, but may be applied earlier. However, when preparing its consolidated financial statements, the Group has not opted for early application of any new or amended standards. The following amended standards and interpretations are not expected to have a significant effect on the Group's consolidated financial statements.

- Onerous contracts - costs of fulfilling a contract (Amendments to IAS 37).
- Interest rate benchmark reform - phase 2 (Amendments to IFRS 9, IAS 39, IFRS 7, IFRS 4 and IFRS 16).
- COVID-19 related rent concessions (Amendment to IFRS 16).
- Property, plant and equipment: proceeds before intended use (Amendments to IAS 16).
- Reference to conceptual framework (Amendments to IFRS 3).
- Classification of liabilities as current or non-current (Amendments to IAS 1).
- IFRS 17 Insurance contracts and amendments to IFRS 17 Insurance contracts.

As the aforementioned amended standards and interpretations are not expected to have a significant impact on the Group's consolidated financial statements, the estimated quantitative and/or qualitative impact has/have not been explained further.

5. PROPERTY, PLANT AND EQUIPMENT

The changes in property, plant and equipment are shown in the table below

Amounts x € 1,000	Buildings and land	Plant and equipment	Assets under construction	Total
Cost:				
Balance as at 1 January 2019	57,293	97,743	3,042	158,078
Additions	5,624	9,941	1,306	16,871
Disposals	0	-8,991	0	-8,991
Reclassification	-605	4,106	-3,501	0
Currency translation differences	0	21	0	21
Balance as at 31 December 2019	62,312	102,820	847	165,979
Additions	412	2,433	1,218	4,063
Disposals	-2,246	-14,792	0	-17,038
Reclassification	217	326	-809	-266
Currency translation differences	-109	103	0	-6
Balance as at 31 December 2020	60,586	90,890	1,256	152,732

Assets under construction are not depreciated. Plant, equipment and assets under construction have been pledged to the lenders as security. For more information, refer to note 13.

Property, plant and equipment includes € 30,342 million (2019: € 34,553 million) for right-of-use assets.

Information about lease liabilities is provided in note 23.

Amounts x € 1,000	Buildings and land	Plant and equipment	Assets under construction	Total
Depreciation and impairment:				
Balance as at 1 January 2019	9,612	74,276	0	83,888
Depreciation charge for the financial year	5,272	7,373	0	12,645
Disposals	0	-8,847	0	-8,847
Reclassification	-138	138	0	0
Balance as at 31 December 2019	14,746	72,940	0	87,686
Depreciation charge for the financial year	5,457	7,411	0	12,868
Disposals	-2,246	-14,722	0	-16,968
Reclassification	2	-296	0	-294
Currency translation differences	-39	73	0	34
Balance as at 31 December 2020	17,920	65,406	0	83,326
Carrying amount:				
As at 31 December 2020	42,666	25,484	1,256	69,406
As at 31 December 2019	47,566	29,880	847	78,293
As at 1 January 2019	47,681	23,467	3,042	74,190

6. INTANGIBLE FIXED ASSETS

The changes in intangible fixed assets are shown in the table below:

Amounts x € 1,000	Software	Goodwill	Customer relationships	Total
Cost:				
Balance as at 1 January 2019	12,066	2,798	8,386	23,250
Additions	113	0	0	113
Disposals	-15	0	0	-15
Balance as at 31 December 2019	12,164	2,798	8,386	23,348
Additions	34	0	0	34
Disposals	-1,387	0	-3,908	-5,295
Reclassification	7	0	0	7
Currency translation differences	4	0	0	4
Balance as at 31 December 2020	10,822	2,798	4,478	18,087

Amounts x € 1,000	Software	Goodwill	Customer relationships	Total
Amortisation and impairment:				
Balance as at 1 January 2019	6,911	44	6,058	13,013
Amortisation	1,128	0	682	1,810
Amortisation and depreciation on disposals	-15	0	0	-15
Balance as at 31 December 2019	8,024	44	6,740	14,808
Amortisation	1,106	0	515	1,621
Amortisation and depreciation on disposals	-1,336	0	-3,908	-5,244
Reclassification	-4	0	0	-4
Currency translation differences	0	0	0	0
Balance as at 31 December 2020	7,790	44	3,347	11,185

Carrying amount:

As at 31 December 2020	3,032	2,754	1,131	6,917
As at 31 December 2019	4,140	2,754	1,646	8,540
As at 1 January 2019	5,155	2,754	2,328	10,237

The customer relationships include customer orders and customer bases acquired through business combinations in 2014, resulting from the process of recognising and identifying all identifiable intangible assets acquired at the time of the acquisition. Customer orders have already been amortised over a period of 1 to 2 years. Customer bases are amortised over a period of 5 to 10 years.

The estimated amortisation on customer relationships in the coming four years is as follows:
 2021: € 0.5 million
 2022: € 0.3 million
 2023: € 0.2 million
 2024: € 0.1 million

The software is amortised on a linear basis over a period of 5 to 10 years. If there are indications of an impairment, an estimate is made of the realisable value and an impairment is recognised if the realisable value is lower than the carrying amount.

Assessment of impairment of goodwill

The production companies within the Group are the cash-generating unit to which this goodwill arising from business combinations is allocated. All the legal entities within the Group are inextricably linked, meaning that there is only one cash-generating unit.

The Group carried out its annual impairment assessment as at 31 December 2020.

The realisable value of the goodwill is determined based on value in use.

The future cash flows are used to calculate this value, in line with the cash-generating unit's financial budgets and forecasts over a period of five years. The discount rate used in this case (before tax) is 13% (2019: 15.2%).

Key assumptions when calculating the value in use

The following assumptions have the greatest effect on the calculation of the value in use of the cash-generating unit.

- Operating result
- Discount rates
- The growth rate used to extrapolate cash flows beyond the budgetary period.

Operating result

The operating result as a percentage of revenue is based on the average values realised during the past three years, plus efficiency improvements expected during the budgetary period.

Discount rates

Discount rates reflect management's current assessment of the specific market risks relating to the cash-generating unit. It is the measure used by management to assess operational performance and proposals for future additions. The discount rate after tax used in this case is 9.7% (2019: 11.4%) and reflects the weighted average cost of capital (WACC).

Growth rate

The cash flows after the 5-year period have been extrapolated using a growth rate of 0% (2019: 2%).

Sensitivity to changes in assumptions

When assessing the value in use of the cash-generating unit, management believes that a reasonable and possible change to one or more of the key assumptions above would not cause the carrying amount of the cash-generating unit to materially exceed its realisable value. The calculated value in use is substantially higher than the cash-generating unit's carrying amount. The consequences of the key assumptions for the realisable value are explained in detail below.

- Operating result: A decrease in the relative operating result of up to 1% per year from 2021 would not lead to an impairment.
- Discount rates: An increase in the discount rate (after tax) of 1% would not lead to an impairment.

7. TAXATION

Amounts x € 1,000	Consolidated statement of financial position		Consolidated statement of profit or loss		Other comprehensive income	
	2020	2019	2020	2019	2020	2019
Deferred tax assets						
Available from unused tax losses	6,177	3,786	2,391	-758		
Intangible fixed assets	166	209	-43	-64		
Financial fixed assets	187	174	14	13		
Pensions	631	586	-40	-39	84	160
Other provisions	818	0	818	0		
Other valuation differences	319	269	52	187		
Total deferred tax assets	8,298	5,024	3,192	-661	84	160
Deferred tax liabilities						
Intangible fixed assets	-466	-317	-103	-60		
Customer relationships	-339	-494	155	205		
Property, plant and equipment	-732	-617	-161	31		
Inventories	-264	-238	-26	116		
Other provisions	0	-224	224	-102		
Proceeds from products recognised over time	-656	-909	253	0		
Other valuation differences	-109	-110	0	23		
Total deferred tax liabilities	-2,566	-2,909	342	213	0	0
Net deferred tax asset	5,732	2,115	3,534	-448	84	160
Recognised as follows on the balance sheet:						
Deferred tax assets	6,878	3,461				
Deferred tax liabilities	-1,146	-1,346				
Net deferred tax asset	5,732	2,115				

The tax burden in the consolidated statement of profit or loss breaks down as follows:

Amounts x € 1,000	2020	2019
<i>Income tax for the current financial year</i>		
Current tax charge	323	-3,702
Tax rate adjustment in respect of previous years	-845	-300
<i>Deferred taxation:</i>		
In relation to the materialisation and settlement of temporary differences	1,143	310
Income tax included in the consolidated statement of profit or loss	621	-3,692
<i>Deferred taxation on items recognised in other comprehensive income during the financial year:</i>		
Tax income/(expense) on defined-benefit pension plans	84	160
Income tax included in other comprehensive income	84	160

The adjustment to the tax rate for prior years relates to adjustments following a tax audit of the German participations.

The reconciliation between taxation at the rate applicable in the Netherlands and the effective tax rate for the Group is as follows:

Amounts x € 1,000	2020	2019
Result before taxes	-4,536	12,285
Taxation at the rate of 25% applicable in the Netherlands	1,151	-3,059
Effect of other tax rates that apply for non-Dutch participations	817	-168
Tax charge adjustment in respect of previous years	-845	-132
Non-deductible expense	-447	-214
Losses in the current financial year for which no deferred tax receivable has been recognised	-5	-98
Effect of a higher tax rate on deferred tax liabilities	-50	-21
Income tax included in the consolidated statement of profit or loss	621	-3,692

The Group has recognised deferred tax assets at a total of € 6.2 million (31 December 2019: € 3.8 million), which relate entirely to tax loss carryforward, representing a total amount of unused losses of approximately € 20 million (31 December 2019: approximately € 12.4 million). The entire receivable of € 6.2 million relates to tax loss carryforward in Germany. All unused tax losses in Germany are recognised on the balance sheet as at 31 December 2020. The relevant unused losses in Germany, generated by Neways Deutschland GmbH, can be carried forward in time indefinitely.

Furthermore, no deferred tax assets have been recognised on the balance sheet for unused losses that could potentially be carried forward in China, which amount to € 0.3 million (31 December 2019: € 0.6 million), as it is currently not yet likely that the Group will realise future taxable profits, against which it could utilise these deferred tax assets. The ability to carry these unused losses forward lapses after 5 years.

The company, together with the 100% participations established in the Netherlands, is part of a single 'fiscal unity' for corporate income tax. The company, together with these participations, is jointly and severally liable for all corporate income tax debts. The effective tax rate, i.e. the ratio between total tax and the profit before corporate income tax, amounts to 13.7% (2019: 30.2%). The regions where the Group operates are the Netherlands, Germany, Slovakia, the Czech Republic, China and the United States, where

the following tax rates applied in 2020: the Netherlands 25%, Germany 30%, Slovakia 21%, Czech Republic 19%, China 25% and the United States 27%.

8. INVENTORIES

The provision included for inventory write-downs amounts to € 13.6 million (2019: € 10.3 million). The net change in the provision is € 3.3 million (2019: -/- € 0.8 million). A major part of the increase in the provision can be attributed to the loss of customers. The provision mainly relates to materials for products that are no longer manufactured and delivered and for which there is no longer any demand on the balance sheet date, but which are still held in stock and used occasionally. Inventories have been pledged to the lenders as security. For more information, refer to note 13.

9. TRADE AND OTHER RECEIVABLES

Amounts x € 1,000	2020	2019
Trade and other receivables	51,035	65,984
Related parties	5,499	4,919
Total	56,534	70,903

For the conditions relating to receivables due from related parties, refer to note 22.

The trade receivables do not include receivables with a remaining term in excess of one year. Trade receivables have been pledged to the lenders as security. Trade receivables are not interest-bearing and generally subject to a payment term of 30 to 90 days. As at 31 December 2020, trade receivables with a nominal value of € 1.4 million (2019: € 0.9 million) were subject to an impairment and a provision had been made for this. An individual provision is made for each receivable.

The changes in the provision for impairment of receivables are as follows (see note 25 for further information on credit risk):

Amounts x € 1,000	2020	2019
Balance as at 1 January	942	918
Expenses for the financial year	722	231
Write-downs	-52	0
Unused amounts reversed	-196	-207
Balance as at 31 December	1,416	942

The analysis of overdue but unimpaired receivables as at 31 December is as follows:

Amounts x € 1,000	Overdue but not subject to impairment						
	Not overdue nor subject to impairment			30-60 days	60-90 days	90-120 days	> 120 days
	Total	< 30 days					
2020	56,534	51,351	3,007	985	303	239	649
2019	70,903	57,806	8,198	1,124	492	1,587	1,696

10. CASH AND CASH EQUIVALENTS

The cash and cash equivalents are freely available during 2019 and 2020.

11. EQUITY

For details of the different equity components and the changes in equity between 31 December 2019 and 31 December 2020, please refer to the consolidated statement of changes in equity.

Capital

As at 31 December 2020, the authorised share capital amounted to € 15,000,000 (as at 31 December 2019: € 15,000,000), consisting of 30,000,000 ordinary shares with a nominal value of € 0.50 per share.

As at 31 December 2020, 12,174,037 of these ordinary shares had been issued and paid in full (31 December 2019: 12,149,534), resulting in a paid-up capital of € 6,087,019 (31 December 2019: € 6,074,767). The breakdown of the increase in the number of issued and fully paid-in ordinary shares during the 2019 and 2020 financial years is as follows:

Number x 1,000	Note	Ordinary shares issued and paid-in
1 January 2019		11,958
Issued in exchange for cash payment upon exercise of share options	16	63
Issued due to conversion of convertible subordinated borrowings		129
31 December 2019		12,150
Issued in exchange for cash payment upon exercise of share options	16	2
Issued due to final award of performance shares	16	22
31 December 2020		12,174

Share premium

The amounts contributed by shareholders in excess of the nominal share capital are recognised as share premium. This also includes additional capital contributions made by existing shareholders without any issue of shares, or issue of rights to subscribe for or acquire shares in the business. The share premium reserve includes an amount of € 389,000 as the share-based remuneration reserve.

Currency translation reserve

Currency translation reserve comprises both the translation differences arising from the translation of the financial statements of non-Dutch participations and the translation differences arising from the translation of permanently invested loans to non-Dutch participations that serve to finance these non-Dutch participations and for which no repayments are foreseen.

12. DIVIDEND PAID AND PROPOSED

On 5 March 2020, it was proposed that a dividend be paid on ordinary Newways shares for the 2019 financial year. This dividend would become payable as per 4 May 2020. Due to the COVID-19 pandemic, it was decided to revoke this dividend resolution on 16 April 2020. It is proposed that the net loss for the 2020 financial year be deducted from the retained earnings.

Amounts x € 1,000	2020	2019
Approved and paid during the year		
Dividend on ordinary shares:		
Final dividend for 2019: No dividend (2018: € 0.48)	0	5,815
Proposed for approval by the General Meeting of Shareholders		
Dividend on ordinary shares:		
Final dividend for 2020: No dividend (2019: € 0.28)	0	3,402

13. OTHER FINANCIAL LIABILITIES

Amounts x € 1,000	Effective interest rate	Maturity date	Outstanding amount	Outstanding amount
			2020	2019
Short-term				
	Euribor +			
Bank credit facilities	(1.3% – 2.2%)	11 Feb. 2023	4,587	36,545
Lease liabilities	(1.3% - 5.44%)	31 Dec. 2029	5,148	5,379
Total current interest-bearing borrowings			9,735	41,924
Long-term				
Lease liabilities	(1.3% - 5.44%)	31 Dec. 2029	25,674	29,519
Total long-term interest-bearing borrowings			25,674	29,519

Bank credit facilities

The credit facility available as at 31 December 2020 (overdraft and bank guarantee facility) amounted to a total of € 65 million (interest charge: 1-month Euribor + 1.3% to 2.2%, depending on the senior net debt/EBITDA ratio). On the balance sheet date, € 7.7 million of this amount was used for the bank overdraft and bank guarantees (31 December 2019: € 40.6 million). As security for the repayment of the debts to the financial institutions, a pledge has been established on business inventory, machinery, assets under construction, inventories, receivables (excluding contract assets) and on the rights under the credit insurance policy of the Dutch and German group companies. The total value of the pledge as at 31 December 2020 was approximately € 79 million. On behalf of the Company, all Dutch and German group companies have issued a joint and several liability statement in respect of the financial institutions.

Furthermore, the financial institutions require the guaranteed capital (adjusted for the net deferred tax assets and intangible fixed assets) as at 31 December 2020 to be at least € 55 million and an EBITDA, corrected for the allocation to the restructuring provisions in the financial year, of € 12.5 million or more.

More information about the bank covenants with financial institutions is provided in note 25.

Lease liabilities (1.3% - 5.44%)

This relates to the present value of the remaining lease instalments, discounted at the Group's incremental borrowing rate.

Fair value

The fair value for each financial instrument of the Group approximates the carrying amount. The fair value of cash and cash equivalents, trade receivables, other receivables, trade payables and other payables approximates the carrying amount, mainly due to their short terms to maturity. Bank overdrafts are payable on demand.

Hierarchy in fair values

The Group uses the following hierarchy when determining and reporting financial instruments, split out by valuation method.

Level 1: quoted (unadjusted) prices on active markets for identical assets or liabilities.

Level 2: other methods where all variables have a significant effect on the recognised fair value, and are directly or indirectly observable.

Level 3: methods where all variables are used that have a significant effect on the fair value measurement, but which are not based on observable market information.

During the 2019 and 2020 financial years, the Group did not make use of financial instruments measured at fair value.

In the case of recurring assets and liabilities recognised in the financial statements, the Group reassesses these at the end of each review period to determine whether there has been a change in classification within the hierarchy (based on the input at the lowest level with significance for the entire measurement). No transfers took place between Level 1 and Level 2 during the period under review.

14. PROVISIONS

In 2020, movements in the provisions item were as follows:

Amounts x € 1,000	Onerous contracts	Claims provision	Restructuring provision	Total
Balance as at 1 January 2020	810	820	0	1,630
Arising during the year	0	1,117	7,106	8,223
Utilised	-656	-231	0	-887
Released	0	-335	0	-335
Balance as at 31 December 2020	154	1,371	7,106	8,631
Current	154	1,371	7,106	8,631
Long-term	0	0	0	0

Onerous contracts

The provision for onerous contracts relates to expected losses on ongoing development projects and other onerous contracts.

Claims provision

The provision for claims relates to disputes in which the business is involved. The claims are expected to be settled by the end of 2021.

Restructuring provision

This provision was formed for the restructuring exercise relating to three operating companies. In the Netherlands, two operating companies are being restructured to better position the organisation for future growth. In Germany, production capacity is being structurally scaled down as a result of reduced demand from the Automotive sector due to the pandemic. Following the announcement of the plans, the Group recognised a provision for expected restructuring costs, including severance pay and consultancy fees. The restructuring exercises are expected to have been completed by mid-2021.

15. PENSIONS, EARLY RETIREMENT PLANS AND LONG-SERVICE BONUSES

Pension provisions

The Neways Group has pension plans for its employees in the Netherlands and for some of its employees in Germany.

The pension plan for the employees in the Netherlands has been placed with an industry-wide pension fund. This is a collective plan based on the career-average system and other legal entities participate in it. This plan is administered by 'Bedrijfstakpensioenfonds Metalektro'. The participating businesses do not have any obligation to make good any shortfalls in this pension fund, and also have no claim to possible surpluses. For these reasons, this pension plan is treated as a contribution plan in the financial statements. At the end of 2020, the funding ratio of *Bedrijfstakpensioenfonds Metalektro* was 97.2% (2019: 98.7%). The funding ratio is lower than the funding ratio required under the recovery plan. The pension fund has an approved recovery plan, which aims to achieve recovery of the funding ratio through measures such as foregoing future indexation of pensions, scaling back pension payments, and increasing pension contributions. In the light of this, no additional contribution is required from the business.

A top-up pension plan, administered by Zwitserleven, applies to some employees in the Netherlands. This pension plan is classed as a contribution plan. There is no obligation to make good any shortfalls.

The pension plan for employees in Germany is a self-administered commitment that is classed as a defined-benefit plan (without plan assets). The pension plan is a final pay plan, where the amount of the benefit depends on the period of service and the salary on the retirement date.

The participants do not have to pay contributions into the pension plan. To guarantee future payment of accrued pension rights, the employer pays the statutory contributions to the pension benefits guarantee fund ('Pensionsversicherungsverein'), which takes over a company's outstanding pension obligations in the event of insolvency. The pension obligations are determined and recognised in accordance with IAS 19. The pension plan is exposed to interest-rate risk and changes in the life expectancy of the pensioners.

Early retirement plans

There is an early retirement plan for some of the employees in Germany. The early retirement benefits and contributions are recognised in accordance with IAS 19.

Provision for long-service bonuses

The employees in the Netherlands receive additional remuneration upon reaching a certain number of years of employment. The obligations relating to these long-service bonuses are recognised in accordance with IAS 19.

The changes in the present value of the liability for pensions, early retirement benefits and long-service bonuses during the financial year were as follows:

Amounts x € 1,000	Pension provisions		Early retirement provisions		Provision for long-service bonuses		Total	
	2020	2019	2020	2019	2020	2019	2020	2019
Balance as at 1 January	4,410	4,031	33	27	983	901	5,426	4,959
Costs allocated to the financial year	15	19	42	6	192	201	249	226
Interest expense	25	61	0	0	0	0	25	61
Amounts paid out	-196	-191	0	0	-117	-119	-313	-310
Employer contributions	-39	-42	0	0	0	0	-39	-42
Total	-195	-153	42	6	75	82	-78	-65
<i>Revaluation of (profit)/losses included in other comprehensive income:</i>								
Adjustments due to changes in the financial assumptions	281	540	0	0	0	0	281	540
Experience adjustments	-1	-8	0	0	0	0	-1	-8
Demographic adjustments	0	0	0	0	0	0	0	0
Total	280	532	0	0	0	0	280	532
Balance as at 31 December	4,495	4,410	75	33	1,058	983	5,628	5,426

The total expense in the consolidated statement of profit or loss and comprehensive income for the plans and arrangements relating to pensions, early retirement and long-service can be broken down as follows:

Amounts x € 1,000	Pension provisions		Early retirement plans		Provision for long-service bonuses		Total	
	2020	2019	2020	2019	2020	2019	2020	2019
<i>Expenditure charged to the statement of profit or loss</i>								
Costs allocated to the financial year	15	19	42	6	192	201	249	226
Interest expense	25	61	0	0	0	0	25	61
Subtotal in the statement of profit or loss	40	80	42	6	192	201	274	287
<i>Revaluation of (profit)/losses included in other comprehensive income:</i>								
Adjustments due to changes in the financial assumptions	281	540	0	0	0	0	281	540
Experience adjustments	-1	-8	0	0	0	0	-1	-8
Demographic adjustments	0	0	0	0	0	0	0	0
Total pension and long-service expenses	320	612	42	6	192	201	554	819

In 2021, the Group expects to contribute € 39,000 (2020: € 39,000) to the defined-benefit pension plans. The average term of the obligation under the defined-benefit pension plans as at 31 December 2020 amounted to 11.3 years (2019: 11.4 years). The adjustments due to changes in financial assumptions reflect a 0.5% reduction in the discount rate.

Key assumptions used in the actuarial calculations for the plans in respect of the pension obligations for the German employees:

	2020	2019
Discount rate	0.1%	0.6%
Future salary increases	0.0%	0.0%
Future pension increases	1.75%	1.75%
Estimated remaining life expectancy of pensioners (years)	11.3	11.4

Quantitative sensitivity analysis of the key assumptions used in the actuarial calculations for the German employee plans as at 31 December 2020:

Amounts x € 1,000	Discount rate		Future salary increases		Future pension increases		Life expectancy of pensioners	
	0.5% increase	0.5% decrease	0.5% increase	0.5% decrease	0.5% increase	0.5% decrease	Increase of 1 year	Decrease of 1 year
Sensitivity								
Impact on the liability	-292	322	0	0	315	-290	350	-338

Key assumptions used in the actuarial calculations for the plans in respect of the long-service bonus obligations relating to the Dutch employees:

	2020	2019
Discount rate	0.1%	0.6%
Departure rate	42%	40%

Quantitative sensitivity analysis of the key assumptions used in the actuarial calculations for the Dutch employee plans as at 31 December 2020:

Amounts x € 1,000	Discount rate		Departure rate	
	0.5% increase	0.5% decrease	5% increase	5% decrease
Sensitivity				
Impact on the liability	-43	46	-91	91

The above sensitivity analyses have been prepared on the basis of extrapolation of the effect that reasonable changes in the key assumptions at the end of the reporting period will have on the defined-benefit pension obligation and the jubilee obligations. The expense in 2020 for the pension plan recognised as a defined-contribution plan for the employees in the Netherlands amounts to € 5,049,000 (2019: € 4,182,000). A slight increase in payments is expected in 2021.

16. SHARE-BASED PAYMENT AGREEMENTS

Up to 2017, Neways Group offered a share option plan for the members of the Board of Directors and a select group of key company officers who had been employed by Neways Group for at least one year prior to the year in which the options were granted. This plan has resulted in the allocation of non-transferable options on Neways shares. The options become vested three years after the grant date and may be exercised during a two-year period from that date, meaning that the total term is five years. The options may only be exercised by converting them into shares. If an option holder leaves the company, his/her option rights lapse.

During the financial year, 2,500 options were exercised. The fair value of the options granted before 31 December 2019 is € 249,492. The weighted average fair value per option is € 1.30. In total, an amount of € 11,975 has been recognised as an expense in the statement of profit or loss (2019: € 47,179). The average share price of shares in Neways in 2020 was € 7.66 (2019: € 11.65).

The table below shows the changes and the exercise price of the share options.

Option holders	Balance as at 31/12/2019	Lapsed 2020	Exercised 2020 ¹	Balance as at 31/12/2020	Exercise price (in €)	Term
P.H.J. de Koning	15,000			15,000	11.71	04/2022
A.A.H. van Bragt	15,000	-15,000		0		
Former director						
H.W.T. van der Vrande ³	125,000 ²			125,000		
	15,000	-15,000		0		
	15,000			15,000	7.10	04/2021
	15,000			15,000	11.71	04/2022
Other company officers employed by the business	12,500		-2,500	10,000	7.10	04/2021
	27,500			27,500	11.71	04/2022
Total	240,000	-30,000	-2,500	207,500		

1) The weighted average price on the dates when these options were exercised was € 7.82.

2) Options held by major shareholders.

3) Mr H.W.T van der Vrande stepped down from the Board of Directors with effect from 1 January 2020.

Following adoption by the General Meeting of Shareholders on 18 April 2017, the Group introduced a 'performance share plan' under which the members of the Board of Directors and a select group of key company officers are conditionally awarded performance shares in the company. Note 22 details the allocation per member of the Board of Directors and per key company officer.

Performance shares vest at the end of a three-year performance period, subject to (i) the achievement of predetermined financial targets that adequately reflect the Company's long-term strategy and (ii) the holder continuing to work as a member of the Board of Directors or, as applicable, as a key company officer ('participant'). The award percentage is determined on a linear basis between the minimum level (50% grant) and the maximum level (200% grant). If a participant leaves the company during the three-year performance period, any unvested performance shares for that participant will lapse. Prior to awarding, performance shares do not give the holder any rights on those shares, such as dividend or voting rights. Vested performance shares must be held by the participants for a period of two years from the date of vesting.

During the financial year, 21,076 performance shares (based on 100% achievement of target) were awarded (2019: 35,438). As at the reporting date, the expectation is that the predetermined financial targets for the shares conditionally granted in 2020 will not be achieved by the end of the three-year performance period. The total fair value of the performance shares granted during the financial year is therefore zero (2019: € 0). The fair value per performance share is € 5.09 (2019: € 12.06). In total, € 128,711 (2019: € 311,626) has been recognised as an expense in the statement of profit or loss.

The following table shows the changes in the number of outstanding performance shares upon achievement of the desired performance level.

Numbers	2020	2019
Balance as at 1 January	104,712	63,432
Awarded during the year	21,076	35,438
Lapsed during the year due to departure	-21,164	-3,485
Lapsed at the end of the financial year due to not vesting	0	0
Fully vested performance shares for 2017	-35,704	0
Awarded during the year based on vesting in the previous year	0	9,327
Balance as at 31 December	68,920	104,712

In respect to the performance shares issued in 2019 and 2020, the respective performance criteria were not met in 2019 and 2020, and the shares issued are therefore not expected to vest. However, as the Supervisory Board has the discretionary power required for nonetheless vesting shares up to the end of the performance periods, the performance shares issued continue to be noted in the table of outstanding performance shares.

The table below shows the assumptions used to calculate the fair value of the allocated performance shares in the financial year.

	2020	2019
Dividend yield (%)	6.69	4.98
Expected volatility of the share (%)	37.82	28.43
Risk-free interest rate (%)	-0.68	-0.54
Expected term of the performance shares (in years)	3.00	3.00
Expected to vest (%)	100.00	100.00

The Black & Scholes model was used to determine the fair value of the options and the performance shares on the grant date. The expected share volatility is based on the assumption that past volatility is indicative of the future trend. The expected term is based on historical data regarding lapsing of options and performance shares. Management believes that a possible change in one or more of the above assumptions would not cause the fair value of the share options or performance shares to differ materially from the calculated fair value.

17. TRADE AND OTHER PAYABLES

Amounts x € 1,000	2020	2019
Trade payables	44,262	62,161
Other payables	12,853	10,066
Personnel costs	8,302	9,152
Repayment obligation for NOW government grant	2,663	0
Interest payable	142	296
Related parties	498	1,185
Total	68,720	82,860

This item includes € 677,000 (31 December 2019: € 148,000) in non-current liabilities.

The following conditions apply to these financial liabilities:

- Trade payables are not interest-bearing and generally subject to a payment term of around 60 days.
- Other payables are not interest-bearing and subject to an average payment term of 6 months.
- The repayment obligation relating to the NOW government grant will be settled in the first quarter of 2021.
- The interest payable is normally settled quarterly during the financial year.
- For the conditions for related parties, refer to note 22.
- For an explanation of the credit risk policy within the Group, refer to note 25.

18. PERSONNEL COSTS

Amounts x € 1,000	Note	2020	2019
Wages and salaries		112,441	117,433
Pension costs		5,172	4,324
Other social security costs		16,833	16,391
Costs of share option and performance share plans	16	141	359
Total employee costs		134,587	138,507

The personnel costs included the following items in 2020:

- 'Kurzarbeit' government grant received for short-time working, amounting to € 4,290,000
- Restructuring costs amounting to € 6,930,000

During 2020, the Group employed an average of 2,705 people (2019: 2,940). This also includes temporary staff. In total, an average of 2,476 people were employed by Neways (2019: 2,561). Of the total workforce, an average of 1,653 people including temporary staff were employed by non-Dutch participations (2019: 1,786). The split by job role group was as follows:

Average number expressed in FTEs	2020	2019
General administrative	402	388
Engineering and development	471	476
Logistics	99	129
Production	1,514	1,711
Warehouse	219	236
Total	2,705	2,940

19. DEPRECIATION AND AMORTISATION

Amounts x € 1,000	2020	2019
Depreciation of property, plant and equipment	12,867	12,645
Amortisation of intangible fixed assets	1,621	1,810
Total amortisation and depreciation	14,488	14,455

20. FINANCE COSTS

Amounts x € 1,000	2020	2019
Interest on borrowings and bank overdrafts	989	1,851
Interest on lease liabilities	596	613
Other	486	474
Total finance costs	2,071	2,938

21. EARNINGS PER SHARE

Basic earnings per share

The basic earnings per share are calculated by dividing the net profit attributable to holders of ordinary shares by the weighted average number of ordinary shares in issue during the financial year.

Diluted earnings per share

This represents net profit attributable to ordinary shareholders, adjusted for interest expense (net of tax) on the convertible subordinated borrowings (to the extent that the average share price during the financial year exceeds the conversion price), divided by the sum of the weighted average number of ordinary shares in issue during the year and the weighted average number of ordinary shares that would have been issued upon conversion into ordinary shares of all dilutive potential ordinary shares. In the case of negative earnings per share, the diluted earnings per share will show no improvement.

As at 31 December 2020, the diluted earnings per share were negative € 0.32 (2019: € 0.70). The table below shows the net profit and number of shares taken as the basis for calculating the basic and diluted earnings per share:

Number x 1,000	2020	2019
Net profit attributable to holders of ordinary shares for the purpose of calculating the diluted earnings per share	-3,915	8,518
Interest on convertible subordinated borrowings	0	28
Net profit attributable to holders of ordinary shares, adjusted for the effect of dilution	-3,915	8,546

Number x 1,000	2020	2019
Weighted average number of ordinary shares	12,165	12,097
Effect of dilution:		
Share options	25	49
Performance shares	56	63
Conversion value of subordinated borrowings	0	29
Adjusted weighted average number of ordinary shares for the purpose of calculating the diluted earnings per share	12,246	12,238

No other transactions in ordinary shares or potential ordinary shares took place between the reporting date and the date on which these financial statements were prepared.

22. INFORMATION ABOUT RELATED PARTIES

The consolidated financial statements include the financial data of Neways Electronics International N.V. and its subsidiaries as listed in the table below:

		% participation	
	Domicile/country	2020	2019
Neways B.V.	Son, The Netherlands	100	100
Neways Industrial Systems B.V.	Son, The Netherlands	100	100
Neways Technologies B.V.	Son, The Netherlands	100	100
Neways Advanced Applications B.V.	Son, The Netherlands	100	100
Neways Micro Electronics B.V.	Echt, The Netherlands	100	100
Neways Cable & Wire Solutions B.V.	Echt, The Netherlands	100	100
Neways Leeuwarden B.V.	Leeuwarden, The Netherlands	100	100
Neways Deutschland GmbH	Riesa, Germany	100	100
Neways Neunkirchen GmbH	Neunkirchen, Germany	100	100
Neways Vertriebs GmbH	Neunkirchen, Germany	100	100
Neways Electronics Riesa GmbH & Co. KG	Riesa, Germany	100	100
Neways Technologies GmbH Erfurt	Erfurt, Germany	100	100
Neways Electronics Děčín s.r.o.	Děčín, Czech Republic	100	100
Neways Slovakia a.s.	Nová Dubnica, Slovakia	100	100
Neways Wuxi Electronics Co. Ltd.	Wuxi, China	100	100
Neways Electronics US Inc.	Wilmington, USA	100	100

The Group holds a minority interest in the following entity:

		% participation	
	Domicile/country	2020	2019
Qualifizierungszentrum Region Riesa GmbH	Riesa, Germany	5.26	5.26

The table below shows the total number of transactions with related parties for the financial year in question (for information about the outstanding balance as at 31 December 2020 and 2019, see notes 9 and 17):

		Purchases/ Sales to services from			
Amounts x € 1,000				Owed by	Owed to
Entity with significant influence on the Group:					
VDL Groep	2020	29,131	3,590	5,499	498
VDL Groep	2019	23,188	4,594	4,479	1,185

Entity with significant influence on the Group

VDL Groep: As at 31 December 2020, VDL Beleggingen B.V. held 27.4 % of the issued shares in Neways Electronics International N.V. (31 December 2019: 27.4%).

Conditions governing transactions with related parties

The transactions with related parties take place subject to conditions that are equivalent to those that apply between independent parties. Outstanding balances at the end of the financial year are not secured by arm's length collateral, are not interest-bearing and are settled in cash.

No guarantees have been given or received for the receivables owed by, or the payables owed to the related parties. At the end of 2020, the Group did not recognise a provision for bad debts in connection with the receivables owed by related parties (2019: zero). This assessment is carried out each financial year based on an analysis of the related party's financial position and the market in which it operates.

Remuneration of Board of Directors members

A new remuneration policy came into effect from 16 April 2020.

The remuneration of the members of the Board of Directors comprises a basic salary component and an annual bonus. The Supervisory Board determines the remuneration annually, within the framework set by the remuneration policy. The basic salaries are not subject to any automatic pay rises under a collective agreement. Each year, the Supervisory Board determines a bonus arrangement for the reporting year. The bonus arrangement is linked to achievement of predetermined quantitative performance targets. The bonuses awarded are recognised in the relevant reporting year and are based on the performance targets achieved in the financial year. The bonuses are paid after the financial statements have been adopted.

Furthermore, the remuneration policy consists of a 'performance share plan' under which the members of the Board of Directors are conditionally awarded performance shares in the company each year. The number of performance shares that will vest at the end of a three-year performance period depends on the extent to which the target set for profit margin growth for that period is met. Note 16 provides more information about the 'performance share plan' and the number of performance shares that have been allocated.

Up to 2017, a share option plan was in place for the members of the Board of Directors. The value of the share options is based on the fair value of the share options allocated in the financial year. More information on the number of options to purchase shares allocated as a result of Board members' participation in the share option plan and the determination of the fair value of the options is provided in note 16.

The pensions of the members of the Board of Directors have been placed with the industry-wide pension fund administered by *Bedrijfstakpensioenfonds Metalektro*. This pension plan, which includes an early retirement component, is based on average salary.

The ratio between the remuneration of the members of the Board of Directors and the average remuneration of the other employees during 2020 was 8:1 (in 2019, this ratio was 9:1). This ratio is based on the average remuneration of € 330,000 paid to the members of the Board of Directors in 2020 (2019: € 430,000) as stated in the summary of remuneration paid to the members of the Board of Directors compared to the average remuneration of all employees in the operating companies in Western Europe, which is € 43,000 (2019: € 42,000). This average remuneration is based on the wages and salaries plus bonuses, options and performance shares of the employees in Western Europe, divided by the average number of employees in Western Europe.

The remuneration of the members of the Board of Directors and other key company officers is as follows (amounts x € 1,000):

	Basic salary	Pension charges	Social security costs	Bonuses	Long-term remuneration	Other*	Total
2020							
E.M. Stodel	330	38	14	33	0	41	456
P.H.J. de Koning	286	38	12	29	41	39	445
A.A.H. van Bragt	286	38	12	29	-41	38	362
Total remuneration of the Board of Directors	902	114	38	91	0	118	1,263
Former director							
H.W.T. van der Vrande					47		47
Other key company officers	2,322	255	205	457	94	227	3,560
2019							
H.W.T. van der Vrande	327	37	13	66	77	54	574
P.H.J. de Koning	286	37	13	58	66	39	499
A.A.H. van Bragt	286	37	14	58	66	40	501
Total remuneration of the Board of Directors	899	111	40	182	209	133	1,574
Other key company officers	2,239	222	223	394	144	228	3,450

* The other remuneration includes a pension supplement and the comparative figures have been adjusted accordingly.

In the financial year, an amount of € 25,000 (2019: nil) in severance payments for other key company officers was included in the personnel costs.

The balance of the conditionally granted performance shares at the end of the financial year is as follows:

	2020	2019	2018		
	Number	Number	Number	Range of award	
E. M. Stodel	7,695	0	0	17/04/2020	
H. W. T. van der Vrande	0	6,696	7,478	23/04/2018	12/04/2019
P. H. J. de Koning	6,690	5,857	6,542	23/04/2018	17/04/2020
Total remuneration of the Board of Directors	14,385	12,553	14,020		
Other key company officers	0	14,388	13,574	23/04/2018	17/04/2020

The performance shares vest three years after they have been awarded, subject to the condition that the employee is still employed by Neways, or was employed by Neways at the time of the employee's retirement.

Remuneration of the Supervisory Board

The members of the Supervisory Board receive fixed remuneration that does not depend on the results. The members of the Supervisory Board received the following remuneration:

Amounts x € 1,000	2020	2019
H. Scheepers (chairman)	40	40
P. van Bommel	30	30
H. Büthker (from 16 April 2020)	23	0
K. de Jong (from 16 April 2020)	23	0
R. Penning de Vries (up to 16 April 2020)	8	30
Total	124	100

23. LEASES

Leases in which the company is the lessee (IFRS 16)

Rental contracts

The Group has leases for the majority of the buildings it uses. On average, these leases run for between 5 and 15 years, with an option to renew at the end of that period. Some leases include provisions for making annual adjustments to the rent based on price indexes.

Other leases

The Group has lease contracts for some of its operating assets. On average, these leases are for between 3 and 5 years.

Information about leases where the Group is the lessee are shown below.

Right-of-use assets

Right-of-use assets in respect of leased buildings and other operating assets are recognised as property, plant and equipment.

Amounts x € 1,000	Buildings and land	Plant and equipment	Total
Balance as at 1 January	32,697	1,750	34,447
Depreciation charge for the financial year	-4,322	-826	-5,149
Right-of-use asset additions	4,578	677	5,255
Balance as at 31 December 2019	32,952	1,600	34,553
Depreciation charge for the financial year	-4,489	-899	-5,378
Right-of-use asset additions	373	937	1,309
Disposals in right-of-use assets	0	-58	-58
Currency translation differences relating to right-of-use assets	-85	0	-85
Balance as at 31 December 2020	28,751	1,591	30,342

Financial lease liabilities

Lease liabilities are payable as follows:

Amounts x € 1,000	Present value of minimum lease payments	
	2020	2019
Less than 1 year	5,148	5,379
Between 1 and 5 years	17,666	17,526
More than 5 years	8,098	11,993
	30,912	34,898

Amounts recognised in the statement of profit or loss

Amounts x € 1,000	2020	2019
Interest on lease liabilities	597	614
Short-term lease costs and low-value assets	184	180

Amounts recognised in the cash flow statement

Amounts x € 1,000	2020	2019
Total cash flow for lease expenses	5,849	4,808

24. CONTINGENT EVENTS AND OBLIGATIONS

Guarantees

The Group has issued bank guarantees for an amount of € 3.1 million (2019: € 4.1 million) in respect of credit provided by non-Dutch banks.

Claims

As part of the normal course of business, the Group is occasionally involved in legal proceedings. The results are not expected to have a substantial impact on equity and profit.

25. FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICY

The Group's main financial liabilities are bank overdrafts and trade payables. The main purpose of these financial instruments is to provide finance for the Group's business activities. The Group has a range of financial assets, the principal financial instruments being trade receivables and cash and cash equivalents that arise directly from operating activities.

The main risks associated with the Group's financial instruments are market risks (interest rate risks on cash flows and currency risks), liquidity risks, and credit risks. The Group's management reviews and approves the policy for controlling these risks (see the summary below).

Impact of COVID-19

The outbreak of the COVID-19 pandemic and the measures taken by governments in various countries to counteract the spread of coronavirus impacted the Group's revenue and earnings in 2020. During the first half of the year, there was a drop in demand, particularly in the automotive sector, and a number of car manufacturers temporarily closed their production sites. This led the Group to implement various measures, such as reducing operating costs and additions, making use of government facilities such as the short-time working arrangement in Germany and strict monitoring of the working capital, particularly with regard to accounts receivable and inventories. Our contacts with suppliers and customers were also intensified in order to prepare them for possible disruptions in the supply chain and to respond to these challenges as effectively as possible within the supply chain.

The uncertain economic conditions that have arisen due to the COVID-19 pandemic have resulted in high volatility in the sectors in which the Group operates. The automotive sector has been most strongly affected. In order to adapt the organisation to the current lower level of orders and revenues in this sector, the production capacity in Germany will be structurally reduced. The Group created a provision for this in the financial year. The structural cost savings of these organisational changes will only become fully apparent in the results from 2022 onwards.

The uncertainties relating to the COVID-19 pandemic have not resulted in any identified conditions or events for the Group that would cause doubts about its ability to continue as a going concern. These financial statements have been prepared based on the assumption that the business will continue to trade as a going concern.

Market risk

The sensitivity analyses presented in the following sections are based on the assumption that the amount of net debt, the ratio between fixed and variable rate debt, and the proportion of derivatives denominated in foreign currencies remain constant.

The following assumptions were used when calculating the sensitivity analyses:

- The sensitivity relating to equity is based on the effect that the assumed changes in the US dollar exchange rate have on the participation in China.
- The sensitivity relating to the statement of profit or loss consists of the effect of the assumed changes in the relevant market risks, based on the financial assets and financial liabilities as at 31 December 2020 and 2019.

Interest rate risk

The Group's risk exposure due to fluctuations in market interest rates mainly relates to the Group's bank overdrafts. The Group's debts are associated with a variable interest rate, which is linked to the 1-month Euribor rate. For a summary of the interest rates, refer to note 13.

Interest rate risk table

The following table shows the sensitivity of the Group's profit after taxation (based on the effect of bank overdrafts) to a reasonable and possible change in interest rates, with all other variables assumed to be constant. This does not materially affect the Group's equity.

	Increase/decrease in basis points	Effect on profit before tax (x € 1,000)
2020	+15	-86
	-10	57
2019	+15	-170
	-10	114

Currency risk

The Group is exposed to currency risks on transactions. These risks relate to purchases or sales made by the business units in currencies other than the functional currency.

The Group's policy is to keep the purchase volume in currencies other than the functional currency at approximately the same level as the sales volume in the same currencies.

This is a continuous process throughout the year, which has the effect of mitigating the risk of a mismatch between incoming and outgoing foreign currency cash flows to the greatest possible extent.

Exchange rate sensitivity

The following table shows the sensitivity of the Group's profit after taxation (based on changes in the fair value of monetary assets and liabilities) and equity to a reasonably possible change in the US dollar exchange rate, assuming all other variables remain constant. The impact on the Group of exchange rate fluctuations in respect of all other currencies is not material.

	Change in USD exchange rate	Effect on result before tax (x € 1,000)	Effect on equity (x € 1,000)
2020	+10%	793	-107
	-10%	-970	135
2019	+10%	621	-111
	-10%	-759	135

The change in the effect after taxation results from the change in the fair value of the monetary assets and liabilities denominated in US dollars in view of the fact that the entity's functional currency is the euro. The change in equity results from changes in the US dollar-denominated participation in China.

Liquidity risk

The Group monitors its risk of a shortage of funds through frequent reviews of the bank balances and projected cash flows from the Group's operating activities. The table below shows the maturity dates of the Group's financial liabilities as at 31 December 2020, based on contractually agreed nominal payments.

As at 31 December 2020

Amounts x € 1,000	Due	< 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Lease liabilities and bank overdrafts	0	1,299	3,849	22,253	8,098	35,499
Trade and other payables	7,059	53,695	7,289	677	0	68,720
Total	7,059	54,994	11,138	22,930	8,098	104,219

As at 31 December 2019

Amounts x € 1,000	Due	< 3 months	3 to 12 months	1 to 5 years	> 5 years	Total
Lease liabilities and bank overdrafts	0	1,804	3,575	54,072	11,993	71,443
Trade and other payables	9,525	67,474	5,713	148	0	82,860
Total	9,525	69,278	9,288	54,219	11,993	154,303

The bank overdrafts have a term until the beginning of 2023 and are not payable to the bank on demand. Changes to these overdrafts are based on working capital requirements.

For a summary of the interest-bearing borrowings, refer to note 13.

Credit risk

The Group's policy is to subject all customers who wish to trade on credit terms to credit verification procedures. In addition, the outstanding balances are continuously monitored to ensure that the Group's exposure to bad-debt risks remains low. The Group also has credit insurance for a large part of its accounts receivable portfolio.

The maximum exposure to credit risk is the carrying amount stated in note 9. Fifteen of the Group's customers account for approximately 65% of the balance of outstanding trade receivables. However, because these receivables are largely insured or associated with short credit terms under supplier finance programmes, management feels that the risk exposure is not unusually high. Furthermore, no payment problems with these customers have occurred in the recent past. The Group's credit risk exposure in relation to the other financial assets, which consist of cash and cash equivalents, is limited to their carrying amount.

Capital management

The primary objective of the Group's capital management strategy is to maintain a good credit rating and healthy solvency to support the Group's activities and maximise shareholder value.

The Group manages its capital structure and adjusts it in response to changes in the economic climate. To maintain or adjust the capital structure, the Group may adjust the dividend payment to shareholders, repay capital to shareholders, or issue new shares. In financial years 2020 and 2019, no changes were made to the objectives, policy or processes.

The Group monitors its capital based on the solvency ratio, i.e. the guaranteed capital adjusted for deferred tax assets and intangible assets, divided by the adjusted balance sheet total. The Group's policy is to maintain a solvency ratio of at least 35%.

Bank covenants

The current providers of bank overdrafts have set requirements for the Group's capital management. These covenants are specified in the credit agreements and are periodically monitored. The current credit agreement was agreed with the lenders in 2016 and renewed in early 2020 for a term of 1 year until early 2023, increasing the available credit facility to € 65 million. In early 2021, the credit agreement was again extended for a term of one year until the beginning of 2024.

The covenants include a minimum LTM EBITDA (earnings before interest, tax, amortisation and depreciation over the last 12 months) of € 12.5 million (excluding the effect of IFRS 15/16) and a minimum adjusted guaranteed capital of € 55 million as at 31 December 2020 and subsequent years. The lenders define the adjusted guaranteed capital as the issued and paid-in capital, plus reserves and loans subordinated to the banks (and possibly other parties), minus intangible fixed assets, deferred tax assets, associated participations and receivables from shareholders and/or management and shares held by the company in its own capital.

The interest payable on the credit facility is the 1-month Euribor + 1.3% to 2.2%, depending on the senior net debt/EBITDA ratio.

The corrected guaranteed capital as at 31 December 2020 amounted to € 92.9 million. The Group exercises tight control over the working capital to improve solvency. If, and for as long as the corrected guaranteed capital is lower than the minimum amount of corrected guaranteed capital specified in the conditions, no profit distributions may be made in any form whatsoever. The LTM EBITDA, excluding the effect of IFRS 15/16, amounted to € 6.9 million as at 31 December. After adjustment for the addition to the restructuring provisions recognised in the financial year, the LTM EBITDA is € 16.5 million. Failure to meet the minimum required amount of adjusted guaranteed capital and/or the LTM EBITDA results in the outstanding loans becoming immediately due and payable. As at 31 December 2020, the Group complies with all the credit agreement covenants set by the financial institutions.

26. EVENTS AFTER THE BALANCE SHEET DATE

There are no events after the balance sheet date that require reporting.

Company statement of financial position (before appropriation of result)

Assets x € 1,000 as at 31 December	Note	2020	2019
Fixed assets			
Intangible fixed assets	2	734	734
Financial fixed assets			
Participations in group companies	3	29,941	46,310
Receivables from group companies	3	40,947	41,447
		70,888	87,757
Current assets			
Receivables			
Receivables from group companies	4	5,674	37,231
Other receivables		390	0
		6,064	37,231
Cash and cash equivalents	6	31,902	14,411
Total assets		109,588	140,133

Liabilities x € 1,000 as at 31 December	Note	2020	2019
Equity	5		
Issued and paid-in capital		6,087	6,075
Share premium		45,913	46,313
Other reserves		50,376	41,237
Result for financial year		-3,915	8,518
Currency translation reserve		778	701
Other legal reserves		2,764	3,245
		102,003	106,089
Non-current liabilities			
Deferred tax liabilities		731	1,236
Current liabilities			
Bank overdrafts	7	3,972	13,631
Payables to group companies	8	0	16,951
Corporate income tax		2,737	1,727
Other payables		145	499
		6,854	32,808
Total equity and liabilities		109,588	140,133

Notes 1 to 15 are an integral part of these company financial statements.

 [For the portrait view of the company balance sheet, click here.](#)

Company statement of profit or loss

Amounts x € 1,000	Note	2020	2019
Operating income		0	0
Personnel costs	9	-148	-593
Other expenses		-204	-146
Operating result		-352	-739
Finance income		1,077	816
Finance costs		-393	-689
Net finance charges		684	127
Result from participations	10	-4,115	9,144
Result before tax		-3,783	8,532
Tax income/(expense)	11	-132	-14
Net result		-3,915	8,518

Notes 1 to 15 are an integral part of these company financial statements.

Notes to the company financial statements

1. GENERAL

These company financial statements and the consolidated financial statements together form the statutory financial statements of Neways Electronics International N.V. (hereinafter: 'the Company'). The financial information relating to the Company is included in the consolidated financial statements of the Company. The company financial statements of Neways Electronics International N.V. have been prepared based on Title 9, Book 2 of the Dutch Civil Code (Burgerlijk Wetboek/BW).

The Company also avails itself of the option provided for in Book 2, Section 362(8) of the Dutch Civil Code when determining the accounting principles for measuring the assets and liabilities and profit or loss in its company financial statements. This means that the accounting principles for measuring the assets and liabilities and profit or loss (hereinafter referred to as the 'accounting principles') in the Company's company financial statements are the same as those applied to the consolidated EU-IFRS financial statements. These consolidated EU-IFRS financial statements have been prepared in accordance with the standards approved by the International Accounting Standards Board and adopted by the European Union (hereinafter 'EU-IFRS'). Refer to note 2 of the consolidated financial statements for a description of these accounting principles. All amounts in the company financial statements are presented in euros, unless stated otherwise.

Participations in group companies

Group companies are all entities in which the company directly or indirectly exerts dominant control. The company has dominant control over an entity when it is exposed to, or has rights to, variable revenue from its involvement in group companies and has the ability to influence such revenue through its control of the group company. Group companies are included in the consolidation scope from the date on which the Company obtains control and are removed from the consolidation scope from the date on which the Company ceases to control the group company.

The participations in which significant influence is exercised on the business and financial policy are valued using the equity method based on the net asset value. The accounting principles of the business are used to determine the net asset value. Results on transactions involving transfers of assets and liabilities between the business and its participations and

between participations themselves are eliminated to the extent that these can be deemed not to have been realised.

Participations interests with a negative net asset value are valued at zero. However, where the business guarantees all or part of the debts of a participation, or has a constructive obligation (relative to its share) to enable the participation to pay its debts, a provision is formed for the amount of the business' projected payments on behalf of the participation.

The provision is charged primarily to the long-term receivables from the participation, which must be identified as an expansion of the net addition. The remainder is recognised under provisions.

The other assets and liabilities are measured in accordance with the accounting principles set out in the notes to the consolidated financial statements. The same applies to the method used to determine the profit or loss. As a result, Neways Electronics International N.V.'s equity and net profit/loss are the same as that stated in the consolidated financial statements.

Result from participations

The share in the profit or loss of businesses in which there is a participating interest is the Company's share in the profit or loss of these participations. Results on transactions involving transfers of assets and liabilities between the Company and its participations and between participations themselves are eliminated to the extent that these can be deemed not to have been realised.

The Company uses the option to eliminate expected credit losses on the carrying amount of loans and receivables owed to the Company by participations, instead of eliminating them at the level of the carrying amount of the participations based on the equity method/net asset value.

Other legal costs

A legal reserve has been formed for capitalised development costs and formation costs. This reserve is equal to their carrying amount at € 2.8 million (2019: € 3.2 million).

Taxation

The Company is the head of the fiscal unity. Corporate income tax is included for the part that the business would be liable to pay as an independent taxpayer, taking into account the allocation of the benefits of the fiscal unity. Netting within the fiscal unity between the Company and its subsidiaries takes place via the current account relationships.

2. INTANGIBLE FIXED ASSETS

This concerns the goodwill associated with the acquisition of the shares in Neways Slovakia a.s.

3. FINANCIAL FIXED ASSETS

Participations in group companies

The changes in the additions to group companies were as follows:

Amounts x € 1,000	2020	2019
Balance as at 1 January	46,310	53,521
Changes		
Result from participations after tax	-4,115	9,144
Other comprehensive income from participations after taxation	-196	-372
Dividends received from participations	-12,000	-16,000
Exchange differences	-58	17
	-16,369	-7,211
Balance as at 31 December	29,941	46,310

The list of equity interests of the Company has been included in note 22 to the consolidated financial statements.

Receivables from group companies

The development of the receivables from group companies item was as follows:

Amounts x € 1,000	2020	2019
Balance as at 1 January	41,447	39,065
Changes		
Additions	72	2,357
Repayments	-705	0
Exchange differences	133	25
	-500	2,382
Balance as at 31 December	40,947	41,447

Amounts x € 1,000	Interest rate	Outstanding amount 2020	Outstanding amount 2019
Loan to Neways Deutschland GmbH	2%	36,467	36,467
Loan to Neways Wuxi Electronics Co. Ltd.	1.75%	4,480	4,980
Total		40,947	41,447

Both loans are long-term and non-redeemable.

4. RECEIVABLES FROM GROUP COMPANIES

The receivables from group companies relate to receivables from participations in which the Group can exercise significant influence. These amounts (2019: zero) do not include receivables with a remaining term in excess of 1 year.

5. EQUITY

For details of the consolidated statement of changes in equity, refer to the notes to the consolidated statement of changes in equity. The other legal reserves relate to a reserve for capitalised development costs at a participation.

The development of the other equity items is as follows:

Amounts x € 1,000	Other reserves	Profit for financial year	Other legal reserves
Balance as at 1 January 2019	32,513	14,431	3,725
Profit appropriation	14,431	-14,431	
Profit for the financial year		8,518	
Other comprehensive income	-372		
Amortisation of development costs	480		-480
Dividends	-5,815		
Balance as at 31 December 2019	41,237	8,518	3,245
Profit appropriation	8,518	-8,518	
Loss for financial year		-3,915	
Other comprehensive income	-196		
Amortisation of development costs	481		-481
Issue of shares	336		
Balance as at 31 December 2020	50,376	-3,915	2,764

Proposed result appropriation in 2020

The Board of Directors, with the approval of the Supervisory Board, proposes to the General Meeting that the after-tax result for 2020 be appropriated as follows: the full amount will be deducted from the other reserves. No dividend was paid out for the 2019 financial year. For more information, refer to note 12 to the consolidated financial statements.

The business can only pay dividend to the shareholders and other entitled parties from profits eligible for distribution to the extent that its equity exceeds the amount of the paid-up and called-up part of the capital plus the reserves that have to be maintained by law or under the articles of association.

6. CASH AND CASH EQUIVALENTS

The recognised cash and cash equivalents are freely available. The credit facility available as at 31 December 2020 (overdraft and bank guarantee facility) amounted to a total of € 65 million (interest charge: Euribor + 1.3% to 2.2%, depending on the net debt/EBITDA ratio). Of this amount, € 7.7 million was used for the bank overdraft and bank guarantees on the balance sheet date (31 December 2019: € 40.6 million). As security for the repayment of the debts to the financial institutions, a pledge has been established on business inventory, machinery, assets under construction, inventories, receivables and on the rights under the credit insurance policy of the Dutch and German group companies.

The total value of the pledge as at 31 December 2020 was approximately € 79 million. On behalf of the Company, all Dutch and German group companies have issued a joint and several liability statement in respect of the financial institutions. Furthermore, the financial institutions require the guaranteed capital (adjusted for the deferred tax assets and intangible fixed assets) as at 31 December 2020 to be at least € 55 million and an EBITDA, corrected for the allocation to the restructuring provisions in the financial year, of € 12.5 million or more. More information about the bank covenants with financial institutions is provided in note 25 to the consolidated financial statements.

7. BANK OVERDRAFTS

This concerns the use of the available credit facility. For more information, refer to note 6.

8. PAYABLES TO GROUP COMPANIES

The payables to group companies (2019: zero) do not include amounts with a remaining term in excess of 1 year.

9. PERSONNEL COSTS

The company does not have any employees. The personnel costs reflect the remuneration of the Supervisory Board and the costs of the share-based payment arrangements. For further details, refer to notes 16 and 22 to the consolidated financial statements.

10. RESULT FROM PARTICIPATIONS

The share in the profit or loss of businesses in which there is a participating interest is the Company's share in the profit or loss of these participations.

11. TAXATION

Taxation during the financial year amounted to 39.8% (2019: -/- 2.3%). The rate of taxation applicable in the Netherlands is 25%. Differences are caused by non-deductible costs for tax purposes and changes in deferred tax positions within the complete fiscal unity.

12. REMUNERATION OF THE BOARD OF DIRECTORS AND OF THE SUPERVISORY BOARD

With the exception of the share-based payment arrangements, the remuneration of the members of the Board of Directors is recognised in Neways B.V.

Refer to note 22 to the consolidated financial statements for the remuneration of the members of the Board of Directors and the Supervisory Board.

13. AUDITOR'S FEES

The following fees of KPMG Accountants N.V. have been charged to the business.

	KPMG Accountants N.V. 2020
Amounts x € 1,000	
Audit of the financial statements	318
Other audit engagements	0
Tax consultancy services	0
Other non-audit services	0

	KPMG Accountants N.V. 2019
Amounts x € 1,000	
Audit of the financial statements	428
Other audit engagements	0
Tax consultancy services	0
Other non-audit services	0

The fees stated in the table for auditing the 2020 financial statements (2019) relate to the total fees for auditing the 2020 financial statements (2019), regardless of whether the work had already been performed during the 2020 financial year (2019).

14. FINANCIAL INSTRUMENTS

Interest rate risk

The Company's risk exposure due to fluctuations in market interest rates mainly relates to the Company's bank overdrafts and variable-rate non-current liabilities. The Company's debts are associated with a variable interest rate, which is linked to the 1-month Euribor rate.

For other risks, refer to the consolidated financial statements, note 25.

15. OFF-BALANCE SHEET COMMITMENTS

The Company, together with the Dutch Group Companies, is part of a fiscal unity for corporate income tax and VAT. The company is jointly and severally liable for debts arising pursuant to these taxes.

Pursuant to Section 403 of Book 2 of the Dutch Civil Code, the Company has assumed liability for the debts arising from legal acts of the Dutch group companies. The Company has also assumed liability for debts arising from legal acts of the German participation, Neways Deutschland GmbH.

The Company has issued bank guarantees for an amount of € 1.5 million (2019: € 2.5 million) in respect of credit provided by non-Dutch banks.

Son, 25 February 2021

Supervisory Board

Henk Scheepers
Peter van Bommel
Hans Büthker
Karin de Jong

Board of Directors

Eric Stodel
Paul de Koning



Independent auditor's opinion

To: the General Meeting of Shareholders and the Supervisory Board of Neways Electronics International N.V.

Report on the audit of the financial statements 2020 included in the annual report

Our opinion

In our opinion:

- the accompanying consolidated financial statements give a true and fair view of the financial position of Neways Electronics International N.V. as at 31 December 2020 and of its result and its cash flows for the year then ended, in accordance with International Financial Reporting Standards as adopted by the European Union (EU-IFRS) and with Part 9 of Book 2 of the Dutch Civil Code.
- the accompanying company financial statements give a true and fair view of the financial position of Neways Electronics International N.V. as at 31 December 2020 and of its result for the year then ended in accordance with Part 9 of Book 2 of the Dutch Civil Code.

What we have audited

We have audited the financial statements 2020 of Neways Electronics International N.V. (the company) based in Son. The financial statements include the consolidated financial statements and the company financial statements.

The consolidated financial statements comprise:

- the consolidated statement of financial position as at 31 December 2020;
- the following consolidated statements for 2020: the statements of profit or loss and comprehensive income, cash flows and changes in equity; and
- the notes comprising a summary of the significant accounting policies and other explanatory information.

The company financial statements comprise:

- the company statement of financial position as at 31 December 2020;
- the company statement of profit or loss for 2020; and
- the notes comprising a summary of the accounting policies and other explanatory information.

Basis for our opinion

We conducted our audit in accordance with Dutch law, including the Dutch Standards on Auditing. Our responsibilities under those standards are further described in the 'Our responsibilities for the audit of the financial statements' section of our report. We are independent of Neways Electronics International N.V. in accordance with the 'Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten' (ViO, Code of Ethics for Professional Accountants, a regulation with respect to independence) and other relevant independence regulations in the Netherlands. Furthermore, we have complied with the 'Verordening gedrags- en beroepsregels accountants' (VGBA, Dutch Code of Ethics).

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Audit approach

Summary

Materiality

- Materiality of EUR 1.75 million
- 0.4% of revenue

Group audit

- 88% of total assets
- 92% of revenue

Key audit matters

- Correct cut-off of revenue recognition
- Estimates with respect to the provision for obsolete inventory

Opinion

Unqualified

Materiality

Based on our professional judgement we determined the materiality for the financial statements as a whole at EUR 1.75 million. The materiality is determined with reference to revenue (0.4%). In prior years, materiality was determined based on profit before tax. As a result of the volatility of profit before tax this has been changed. We consider revenue as the most appropriate and stable benchmark for determination of materiality. We have also taken into account misstatements and/or possible misstatements that in our opinion are material for the users of the financial statements for qualitative reasons.

We agreed with the Supervisory Board that misstatements in excess of EUR 75 thousand which are identified during the audit, would be reported to them, as well as smaller misstatements that in our view must be reported on qualitative grounds.

Scope of the group audit

Neways Electronics International N.V. is at the head of a group of components. The financial information of this group is included in the financial statements of the company.

Our group audit mainly focused on significant components. We, KPMG The Netherlands, have performed an audit of the full reporting package ourselves at Neways Advanced Applications B.V., Neways Industrial Systems B.V. and Neways B.V. We have performed an audit of the specific items inventories, revenue, cost of raw materials and consumables and personnel costs at Neways Cable & Wire Solutions B.V. and Neways Leeuwarden B.V. We made use of the work of local KPMG auditors in Germany for the audit of the complete reporting packages of Neways Electronics Riesa GmbH and Neways Neunkirchen GmbH.

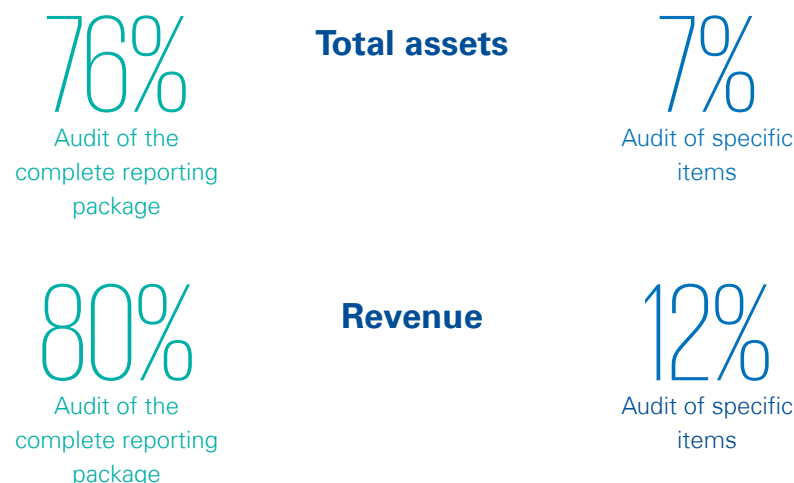
As a result of the impact of the effects of COVID-19 on the company, we expanded our audit activities relating to goodwill impairment testing by involving specialists and we performed specific procedures with regard to the restructuring costs. This work was performed both by ourselves and by KPMG Germany.

We sent instructions to KPMG Germany and received reporting back from them. We have taken notice of their findings and with respect to both Neways Electronics Riesa GmbH and Neways Neunkirchen GmbH we have discussed these together with KPMG Germany with local management. Furthermore, due to the COVID-19 travel restrictions, we reviewed documentation of the audit activities by remotely accessing KPMG Germany's audit files.

Considering the significance and/ or the risk profile of the remaining components, we have performed analytical procedures on the balance sheet and profit and loss statement for these components at group level to confirm our assessment that the risk of a material misstatement at these components is remote.

By performing the procedures mentioned above at group components, together with additional procedures at group level, we have been able to obtain sufficient and appropriate audit evidence about the group's financial information to provide an opinion about the financial statements.

The audit coverage as stated in the section summary can be further specified as follows:



Our focus on the risk of fraud and non-compliance with laws and regulations

Our objectives

The objectives of our audit with respect to fraud and non-compliance with laws and regulations are:

With respect to fraud:

- to identify and assess the risks of material misstatement of the financial statements due to fraud;

- to obtain sufficient appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate audit responses; and
- to respond appropriately to fraud or suspected fraud identified during the audit.

With respect to non-compliance with laws and regulations:

- to identify and assess the risk of material misstatement of the financial statements due to non-compliance with laws and regulations; and
- to obtain a high (but not absolute) level of assurance that the financial statements, taken as a whole, are free from material misstatement, whether due to fraud or error when considering the applicable legal and regulatory framework.

The primary responsibility for the prevention and detection of fraud and non-compliance with laws and regulations lies with the Board of Directors, with oversight by the Supervisory Board.

Our risk assessment

As part of our process of identifying fraud risks, we evaluated fraud risk factors with respect to financial reporting fraud, misappropriation of assets and bribery and corruption. We evaluated the fraud risk factors to consider whether those factors indicated a risk of material misstatement due to fraud.

In addition, we performed procedures to obtain an understanding of the legal and regulatory frameworks that are applicable to the company and we inquired the Board of Directors and Supervisory Board as to whether the entity is in compliance with such laws and regulations and inspected correspondence, if any, with relevant licensing and regulatory authorities.

The potential effect of the identified laws and regulations on the financial statements varies considerably.

Firstly, the company is subject to laws and regulations that directly affect the financial statements, including taxation and financial reporting (including related company legislation). We assessed the extent of compliance with these laws and regulations as part of our procedures on the related financial statement items and therefore no additional audit response is necessary.

Secondly, the company is subject to many other laws and regulations where the consequences of non-compliance could have an indirect material effect on amounts recognized or disclosures provided in the financial statements, or both, for instance through

the imposition of fines or litigation. We identified the following areas as those most likely to have such an indirect effect: competition legislation, employment legislation, contract law and health and safety regulation.

In accordance with the auditing standard we evaluated the following fraud and non-compliance risks that are relevant to our audit, which also presumed risks:

- Correct cut-off of revenue recognition;
- Management override of controls.

We communicated the identified risks of fraud and non-compliance with laws and regulations throughout our team and remained alert to any indications of fraud and/or non-compliance throughout the audit. This included communication from the group to component audit teams of relevant risks of fraud and/or non-compliance with laws and regulations identified at group level.

In all of our audits, we addressed the risk of management override of internal controls, including evaluating whether there was evidence of bias by management that may represent a risk of material misstatement due to fraud. We refer to the key audit matters 'Correct cut-off of revenue recognition' for our approach related to the correct cut-off of revenue.

We communicated our risk assessment and audit response to the Board of Directors and the Supervisory Board. Our audit procedures differ from a specific forensic fraud investigation, which investigation often has a more in-depth character.

Our response

We performed the following audit procedures (not limited) to respond to the assessed risks:

- We evaluated the design and the implementation of internal controls that mitigate fraud risks. In case of internal control deficiencies, where we considered there would be opportunity for fraud, we performed supplemental detailed risk-based testing.
- We performed data analysis of high-risk journal entries and evaluated key estimates, including valuation of inventories, and judgements for bias by the company, including retrospective reviews of prior year's estimates. No findings were identified based on these procedures.
- Assessment of matters reported on the 'raise your voice' procedure which is part of the Code of Conduct and the whistleblower policy.
- With respect to the risk of fraud correct cut-off of revenue recognition we refer to the key audit matters.
- We incorporated elements of unpredictability in our audit such as changes in scoping and an adjustment of the criteria for selecting high-risk journal entries.

- We considered the outcome of our other audit procedures and evaluated whether any findings or misstatements were indicative of fraud or non-compliance. If so, we re-evaluated our assessment of relevant risks and its resulting impact on our audit procedures.
- We obtained audit evidence regarding compliance with the provisions of those laws and regulations generally recognized to have a direct effect on the determination of material amounts and disclosures in the financial statements.

We do note that our audit is based on the procedures described in line with applicable auditing standards.

We do note that our audit is not primarily designed to detect fraud and non-compliance with laws and regulations and that management is responsible for such internal control as management determines is necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to errors or fraud, including compliance with laws and regulations.

The more distant non-compliance with indirect laws and regulations (irregularities) is from the events and transactions reflected in the financial statements, the less likely the inherently limited procedures required by auditing standards would identify it. In addition, as with any audit, there remained a higher risk of non-detection of irregularities, as these may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

Our key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements. We have communicated the key audit matters to the Supervisory Board. The key audit matters are not a comprehensive reflection of all matters discussed.

These matters were addressed in the context of our audit of the financial statements as a whole and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Different from last year, the transition to IFRS 16 is not a key audit matter, as the implementation of IFRS 16 was completed in 2019.

Correct cut-off of revenue recognition

Description

The correct cut-off of revenues as disclosed in paragraph Revenue recognition in the basis of preparation of the financial statements for products made to order is not supported by the systems of the company. Since the correct cut-off is determined manually and as such can increase the risk of material misstatements to the financial statements due to error. This is also a presumed fraud risk and therefore significant to our audit.

Our response

We have performed substantive audit procedures to verify the correct application of EU-IFRS. We evaluated the reasonableness of management's key judgements and estimates made in applying EU-IFRS, including selection of assumptions and data sources. We assessed the appropriateness of management's revenue recognition under EU-IFRS for a sample of contracts. The accuracy and relevance of data was verified through involvement of our IT-specialists and through a sample.

Our observation

From our procedures on the correct cut-off of revenue at year-end based on EU-IFRS no revenue appeared to be recorded in the incorrect period.

Estimates with respect to the provision for obsolete inventory

Description

Significant inventories exist at specific group components. This results in an increased risk of obsolete inventories. Uncertainties are inherent to the assessment of the provision for obsolete inventories. Since this assessment requires judgement and considering the significance of the inventories for the financial statements, this was significant to our audit.

Our response

We have performed substantive audit procedures. We have performed a retrospective analysis to evaluate the historical accuracy of management's estimates, from which no significant differences appeared. We have reperformed the calculation of the provision for obsolete inventories prepared by management. We assessed the reliability of information used by management, which includes data such as historical usage and future use through involvement of our IT-specialists.

We evaluated the reasonableness of management's key judgements and estimates made in respect of the provision for obsolete inventories. In our assessment we have also taken into consideration our observations from meetings with management, observation during inventory counts and expectations of management for 2020.

Our observation

We assess the assumptions applied by management with respect to the provision for obsolete inventories to fall within a reasonable range.

Report on the other information included in the annual report

In addition to the financial statements and our auditor's report thereon, the annual report contains other information. Additionally, other information includes the remuneration report that will be published as a separate document.

Based on the following procedures performed, we conclude that the other information:

- is consistent with the financial statements and does not contain material misstatements; and
- contains the information as required by Part 9 of Book 2 of the Dutch Civil Code.

We have read the other information. Based on our knowledge and understanding obtained through our audit of the financial statements or otherwise, we have considered whether the other information contains material misstatements.

By performing these procedures, we comply with the requirements of Part 9 of Book 2 of the Dutch Civil Code and the Dutch Standard 720. The scope of the procedures performed is less than the scope of those performed in our audit of the financial statements.

The Board of Directors is responsible for the preparation of the other information, including the information as required by Part 9 of Book 2 of the Dutch Civil Code.

Report on other legal and regulatory requirements

Engagement

We were engaged by the General Meeting of Shareholders as auditor of Neways Electronics International N.V. on 16 April 2015, as of the audit for the year 2015 and have operated as statutory auditor ever since that financial year.

No prohibited non-audit services

We have not provided prohibited non-audit services as referred to in Article 5(1) of the EU Regulation on specific requirements regarding statutory audits of public-interest entities.

Description of responsibilities regarding the financial statements

Responsibilities of the Board of Directors and the Supervisory Board for the financial statements

The Board of Directors is responsible for the preparation and fair presentation of the financial statements in accordance with EU-IFRS and Part 9 of Book 2 of the Dutch Civil Code. Furthermore, the Board of Directors is responsible for such internal control as management determines is necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to fraud or error.

As part of the preparation of the financial statements, the Board of Directors is responsible for assessing the company's ability to continue as a going concern. Based on the financial reporting frameworks mentioned, the Board of Directors should prepare the financial statements using the going concern basis of accounting unless the Board of Directors either intends to liquidate the company or to cease operations, or has no realistic alternative but to do so. The Board of Directors should disclose events and circumstances that may cast significant doubt on the company's ability to continue as a going concern in the financial statements.

The Supervisory Board is responsible for overseeing the company's financial reporting process.

Our responsibilities for the audit of the financial statements

Our objective is to plan and perform the audit engagement in a manner that allows us to obtain sufficient and appropriate audit evidence for our opinion.

Our audit has been performed with a high, but not absolute, level of assurance, which means we may not detect all material errors and fraud during our audit.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. The materiality affects the nature, timing and extent of our audit procedures and the evaluation of the effect of identified misstatements on our opinion.

A further description of our responsibilities for the audit of the financial statements is included at the website of the 'Koninklijke Nederlandse Beroepsorganisatie van Accountants' (NBA, Royal Netherlands Institute of Chartered Accountants) at: http://www.nba.nl/ENG_oob_01. This description forms part of our auditor's report.

Amstelveen, 25 February 2021

KPMG Accountants N.V.

L.A. Ekkels RA

Trade register

The two-tier company is listed in the Commercial Register of the Chamber of Commerce for East Brabant (Kamer van Koophandel Oost Brabant) under number 17036989.

Provisions in the Articles of Association governing the appropriation of profit

Article 31 of the company's articles of association states that the company may only pay out distributable profit insofar as its equity exceeds the paid-up and called-up part of the capital plus the legal reserves. After gaining the prior approval of the Supervisory Board, the Board of Directors may add the profit to the reserves, in whole or in part. The profit not added to the reserves is placed at the disposal of the General Meeting of Shareholders.

Based on a proposal put forward by the Board of Directors and approved by the Supervisory Board, the General Meeting of Shareholders may resolve to distribute profit from a reserve available for profit distribution. The General Meeting of Shareholders may, pursuant to a proposal put forward by the Board of Directors and approved by the Supervisory Board, resolve to distribute profit in the form of shares in the company, without prejudice to the provisions of the company's articles of association regarding the issue of shares.

Proposed appropriation of profit

The statement of profit or loss indicates a net result of €–3,915,000 for 2020. It is proposed that the net loss be deducted from the retained earnings.

The following information included in Neways' annual report for 2020 is not included in these financial statements:

- Foreword
- About Neways
- Report of the Board of Directors
- Governance and compliance
- Report of the Supervisory Board
- Pages 113- 115

The information listed above as included in Neways' annual report for 2020 is incorporated by reference in this Offer Memorandum and is available at the website of Neways (<https://www.newayselectronics.com/investor-relations/annual-reports>).

13.8 Neways half year report 2021 and condensed consolidated interim financial statements for the six-month period ended 30 June 2021 including independent auditor's review report of KPMG

NEWAYS ELECTRONICS INTERNATIONAL N.V.
HALF YEAR REPORT 2021

Course of events in the first half year

Highlights

- Net turnover declines 3.8% to € 233.8 million, due in part to the downscaling of less profitable turnover and disruptions in the supply chain;
- Order book increases to € 334.4 million, up 32.6% compared with end-June 2020 and up 48.6% compared with year-end 2020, driven by a recovery in demand in the Automotive sector and continued strong demand in other market sectors;
- Order intake up by 69.0%; on top of regular growth with existing clients, Neways won multi-year orders from 13 new clients across all strategic market sectors with a total turnover value of more than € 50 million which will materialise in the coming years;
- Gross margin increases by 3.0% to € 91.7 million; rises to 39.2% from 36.6% as a percentage of turnover, due to positive mix effects;
- Net cash flow comes in at € - 6.3 million, due to higher working capital requirements and extra cash out in connection with the previously announced reorganisations and the settlement of COVID-19-related government support;
- Neways' order book is well filled and when compared with 2021 profitability is recovering in line with expectations. Regular order book growth is partly driven by market uncertainty regarding the availability of products; this has a dampening effect on recovery.

Operational developments

In the first half of 2021, we saw continued recovery of our operating result, due to the effect of the measures taken. We are on track with the transformation of our company to One Neways. Turnover was lower than last year, partly due to disruptions in our international supply chain and our deliberate divestment of less profitable turnover. Our order intake and order book increased strongly and we decided to tap the flexibility of certain parts of the organisation to quickly scale up to meet rising demand. We saw a recovery in demand in the Automotive sector, while demand in other sectors, such as Semiconductor, Medical and Industrial, remains strong with a pipeline of 22 prospects with a total turnover potential of more than € 120 million. This is on top of the 13 newly acquired clients divided across all our strategic market sectors with a total turnover value of more than € 50 million which will materialise in the coming years.

In the second half of 2021, we expect the materials shortages at suppliers, in particular suppliers of semiconductor components, combined with the uncertainties related to the COVID-19 Delta variant, to continue to put pressure on turnover. Nevertheless, in the coming months we expect to be able to deliver more products and innovative systems, which will help us record higher turnover than in the first half of the year. On top of this, we will also see the structural cost savings from the now completed reorganisations in Germany and the Netherlands reflected more clearly in our results. We will continue on the path we set out on last year: acting as a System Innovator, we will focus more and more expressly on delivering higher added value to our clients.

Financial data

Net turnover declined by 3.8% to € 233.8 million, partly due to the downscaling of less profitable turnover and disruptions in our supply chain. The order book increased to € 334.4 million, up 32.6% compared to end-June 2020, and 48.6% higher than at year-end 2020, driven by a recovery in demand in the Automotive sector, a continued strong demand in other market sectors, and clients anticipating shortages in the market.

Turnover came in higher in the Semiconductor and Automotive sectors. The Industrial sector continued to lag slightly, but did record higher turnover in the second quarter of 2021 than in the first quarter of the year. Supply chain disruptions put a brake on turnover growth across the board, while the impact differed per sector.

The gross margin increased by 3.0% to € 91.7 million. As a percentage of turnover, the gross margin increased to 39.2% from 36.6%, largely driven by the positive mix effects and Neways' stronger focus on higher added value activities. This rise was limited by higher material and logistics costs in connection with the disruptions in the supply chain. We managed to limit the impact of these factors through strict chain management, plus close cooperation and improved agreements with our clients regarding the passing on of price increases.

The reorganisations were largely completed in the second quarter of this year. The cost savings we realised as a result of the completed reorganisations in Germany and the Netherlands were partly offset by the lower use of the short-time work benefit (Kurzarbeit) scheme in Germany. Due in part to the reorganisation, the number of employees fell by 187 FTEs compared with June 2020 and by 75 FTEs compared with year-end 2020. The associated reorganisation provision decreased to € 3.6 million at the end-June 2021, compared to € 7.1 million at year-end. Operating expenses also included € 1.1 million in one-off consultancy costs in connection with the public bids for Neways. The higher gross margin, combined with our continued strict costs controls, led to a recovery in profits.

Financing expenses fell by € 0.5 million, as a result of lower borrowings. The tax rate rose to 35.1% due to a higher tax rate in Germany as a result of an adjustment to the tax charges from previous years. The net result came in at € 3.1 million. The number of outstanding ordinary shares stood at 12,218,634 at end-June 2021, which resulted in earnings per share of € 0.25.

Net cash flow came in at minus € 6.3 million, due to higher working capital utilisation driven by the rapidly increasing demand and disruptions in the supply chain. On top of this, we saw higher cash out in connection with the reorganisations we announced last year in Germany and the Netherlands. In the first half of this year, we also settled the (tax) payments to the government that were deferred last year in connection with the COVID-19 pandemic. Driven by our focus on cost controls, investments were in line with the investments we made in the first half of 2020.

Risk factors and uncertainties with potential effect in the second half year 2021

The inventories, trade and other receivables, and trade and other payables increased because of the higher activity level in the first half year 2021. The second half year 2020 was affected by a sharp decline in turnover due to the COVID outbreak. Furthermore in the first half year 2021 a shortage of components results in pressure on the inventory levels that were increased. Taxes and social security premiums decreased by delayed payments of taxes based on COVID related government facilities in the first half year. Overall payables increased due to the higher activities in the first half year 2021.

Infestos public offer

Infestos Sustainability B.V. has announced that its subsidiary Infestos Sustainable Solutions B.V. is planning to make a recommended public offer (the Offer) for all outstanding Neways shares at a price of € 14.55 in cash per share (*cum dividend*). The Board of Directors and Supervisory Board fully support the transaction and unanimously recommend the Offer. We expect Infestos to formally submit the Offer in September. The Offer is subject to certain customary conditions, including acquiring at least 60% of the outstanding shares of Neways, and is expected to complete in the second half of 2021 if successful.

A change of control upon Infestos acquiring the majority of the shares in the second half year will possibly impact recoverability of tax losses carried forward in Germany (€ 6.9 million as at 30 June 2021) and accelerate vesting of the performance shares. A change of control could also trigger repayment of the outstanding balance of the facility agreement (€ 15.5 million as at 30 June 2021), but we anticipate that the facility agreement will be continued.

On termination of the Merger Agreement by Infestos on account of, amongst others, a material breach of the Merger Agreement by Neways or in case the Merger Agreement is terminated by either Infestos or Neways pursuant to a Superior Offer that is not matched by Infestos Neways will forfeit a € 2.25

million termination fee to Infestos. On termination of the Merger Agreement by Neways on account of Infestos failing to commence the Offer on the commencement date or the settlement has not taken place on the settlement date, Infestos will forfeit a € 2.25 million termination fee to Neways.

Infestos supports Neways' strategy and is well equipped to support Neways in the expansion of its market position as a distinctive System Innovator. With Infestos as majority shareholder, Neways expects to accelerate its chosen strategy on an independent basis.

Outlook

We expect our order intake to remain at a good level and our order book to remain well filled for the remainder of 2021. The demand in the Semiconductor sector remains strong and we are seeing a clear recovery in the Automotive sector. Medical and Industrial clients are also more positive in terms of their planning and projections. We are seeing more interest and demand across the board for System Innovator solutions. We continue to invest in distinctive innovative technology and expertise in system solutions, for instance in the fields of power electronics, energy conversion, Internet of Things (IoT) and data processing.

At the same time, there is still a certain amount of uncertainty regarding the duration and seriousness of the disruptions in the supply chain, which will impact our turnover growth and puts pressure on our margins due to rising purchase prices. We will continue to maximise our focus on controlling these challenges in close cooperation with our clients and our suppliers. Neways is closely monitoring the developments related to the Delta variant and the impact of these developments on the supply chain. We are also keeping a very close eye on cost levels and cash flows. In the coming months, we expect our strategic shift towards offering more high-value and innovative solutions to have a positive impact on turnover growth.

If we look further ahead, Neways is well-positioned in strategic growth sectors, with increasing demand for ever more complex electronic systems and technological innovations. By constantly adding to the depth and quality of our role as a System Innovator, we can profit from this trend and take Neways' profitability to a higher level on a structural basis.

Board of Directors' statement of responsibilities for the 2021 half year financial report

The Board of Directors of Neways Electronics International N.V. declares that, to the best of its knowledge:

- The 2021 condensed consolidated interim financial statements for the six-month period ended 30 June 2021, which have been prepared in accordance with IAS 34, "Interim Financial Reporting" as adopted by the EU, give a true and fair view of the assets, liabilities, the financial position and profit or loss of Neways Electronics International N.V. and the entities included in the consolidated accounts;
- The 2021 half year report gives a true and fair view of the developments and performance during the first half year of 2021 of Neways Electronics International N.V. and their impact on the condensed consolidated interim financial statements for the six-month period ended 30 June 2021 and describes the principal risk factors and uncertainties facing the company.

Son, 24 August 2021

Eric Stodel – CEO
Paul de Koning – CFO
Steven Soederhuizen – COO

Condensed consolidated interim financial statements for the six month period ended 30 June 2021

Condensed consolidated interim statement of profit or loss and comprehensive income
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	first half year 2021	first half year 2020
Amounts x € 1,000 for the six month period ended 30 June 2021/2020		
Revenue from sale of goods	233.787	242.954
Raw materials and consumables	-142.108	-153.978
Personnel costs	-65.565	-66.767
Depreciation and amortisation	-6.758	-7.197
Impairment loss on trade receivables and contract assets	328	52
Other expenses	-14.249	-13.125
Operating result	5.435	1.939
Finance costs	-672	-1.219
Result before tax	4.763	720
Tax income/(expense)	-1.671	59
Net result	3.092	779
Other comprehensive income		
<i>To be reclassified to profit or loss in subsequent periods:</i>		
Foreign exchange translation differences for non-Dutch participations	-302	72
Other comprehensive income for the period net of tax	-302	72
Total comprehensive income for the period net of tax	2.790	851
Earnings per share (in €):		
- Basic earnings per share	0,25	0,06
- Diluted earnings per share	0,25	0,06

Condensed consolidated interim statement of financial position

Amounts x € 1,000 as at 30 June 2021, as at 31 December 2020

30-06-2021

31-12-2020

Assets

Fixed assets

Property plant and equipment	64.440	69.406
Intangible fixed assets	6.326	6.917
Financial fixed assets	6.985	6.883
	77.751	83.206

Current assets

Inventories	99.508	82.304
Contract assets	8.846	10.129
Trade and other receivables	64.300	56.179
Taxes and social security premiums	0	327
Corporate income tax	0	28
Cash and cash equivalents	3.624	2.043
	176.278	151.010

Total assets

	254.029	234.216
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Equity and liabilities

Issued and paid-in capital	6.109	6.087
Share premium	46.023	45.913
Retained earnings	52.317	49.225
Currency translation reserve	476	778

Equity attributable to holders

of equity instruments in the parent company	104.925	102.003
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Non-current liabilities

Lease liabilities	23.576	25.764
Pension and jubilee provisions	5.555	5.628
Deferred tax liabilities	1.052	1.146
	30.183	32.538

Current liabilities

Overdraft facility	15.463	4.587
Lease liabilities	5.140	5.148
Trade and other payables	80.339	68.720
Taxes and social security premiums	11.752	9.362
Corporate income tax	1.207	3.227
Provisions	5.020	8.631
	118.921	99.675

Total equity and liabilities

	254.029	234.216
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Condensed consolidated interim cash flow statement

Amounts x € 1,000 for the six month period ended 30 June 2021/2020	first half year 2021	first half year 2020
Operating activities		
Result before tax	4.763	720
<i>Adjusted for:</i>		
Depreciation of property plant and equipment	6.167	6.490
Amortisation of intangible fixed assets	591	707
Costs of employee options granted	0	12
Costs of employee performance shares awarded	-45	-32
Finance costs	672	1.219
Movements in provisions and pension obligations	-3.684	-344
Movements in working capital *)	-9.460	20.462
	-995	29.234
Other changes:		
Interest paid	-637	-1.219
Corporate income tax paid	-3.859	0
Cash flow from operating activities	-5.492	28.015
Investing activities		
Payments to acquire property plant and equipment	-798	-1.921
Cash flow from investing activities	-798	-1.921
Financing activities		
Repayments from interest-bearing borrowings	0	0
Payments pursuant to leases	-2.880	-1.891
Increase/(decrease) in overdraft facility	10.876	-24.449
Proceeds from exercise of options	177	0
Cash flow from financing activities	8.173	-26.340
Change in cash and cash equivalents	1.883	-246
Net currency translation difference	-302	-72
Cash and cash equivalents as at 1 January	2.043	2.240
Cash and cash equivalents as at 30 June	3.624	1.922
*) Movements in working capital		
Inventories	-17.204	1.795
Trade and other receivables	-6.838	5.624
Trade and other payables	11.865	-6.918
Taxes and social security premiums	2.717	19.961
	-9.460	20.462

Condensed consolidated interim statement of changes in equity

Amounts x € 1,000	Issued and paid-up capital	Share premium	Retained earnings	Currency translation reserve	Total equity
Balance as at 1 January 2020	6.075	46.313	53.000	701	106.089
Profit for the period	0	0	779	0	779
Other comprehensive income	0	0	0	72	72
Total comprehensive income for the period	0	0	779	72	851
Award of share options	0	12	0	0	12
Award of performance shares	0	-379	347	0	-32
Issue of shares	11	0	-11	0	0
Total transactions with holders of shares in the parent company	11	-367	336	0	-20
Balance as at 30 June 2020	6.086	45.946	54.115	773	106.920
Balance as at 1 January 2021	6.087	45.913	49.225	778	102.003
Profit for the period	0	0	3.092	0	3.092
Other comprehensive income	0	0	0	-302	-302
Total comprehensive income for the period	0	0	3.092	-302	2.790
Exercise of options	13	164	0	0	177
Award of performance shares	0	74	0	0	74
Issue of shares	9	-128	0	0	-119
Total transactions with holders of shares in the parent company	22	110	0	0	132
Balance as at 30 June 2021	6.109	46.023	52.317	476	104.925

Notes to the condensed consolidated interim financial statements

1. Reporting entity

Neways Electronics International N.V. ("Neways") is a company that is incorporated and domiciled in the Netherlands and its shares are publicly traded on the Euronext Amsterdam stock exchange (symbol: NEWAY). The company has its registered office in Eindhoven and its actual head office is located in Son. The Group consists of Neways Electronics International N.V. and its subsidiaries. The Group is an international one-stop provider of advanced integrated electronic components, assemblies, and systems for the industrial electronics sector.

2. Basis of preparation

The condensed consolidated interim financial statements of Neways Electronics International N.V. and its subsidiaries have been prepared in accordance with IAS 34, 'Interim Financial Reporting' as adopted by the European Union (EU). The consolidated interim financial statements do not meet the full requirements for annual financial statements in accordance with IFRS, and should be read in conjunction with the consolidated financial statements of Neways as at and for the year ended 31 December 2020. The applied standards for valuation and result determination are equal to the standards applied in the 2020 consolidated financial statements, with the exception of the first application of new and revised IFRS-standards and IFRIC-interpretations as adopted by the EU.

The condensed consolidated interim financial statements do not contain all information that is required under a complete IFRS financial statement. An explanation is given, however, for specific events and transactions that are of significant importance for gaining insight into the changes in the financial position and performance since the last financial statements.

The half year financial statements have been prepared based on the assumption that the business will continue to trade as a going concern.

These condensed consolidated interim financial statements were approved for publication by the Board of Directors and the Supervisory Board on 24 August 2021.

The 2021 condensed consolidated interim financial statements have been reviewed by KPMG Accountants N.V. The condensed consolidated interim financial statements 2020 are not reviewed nor audited. Consequently, the corresponding figures included in the condensed consolidated interim statement of profit or loss and comprehensive income, changes in equity and cash flows and related notes have not been reviewed and are unaudited.

3. New standards and interpretations

Application of the revised standards and interpretations effective for accounting periods beginning on or after 1 January 2021 do not have a significant impact on the condensed consolidated interim financial statements of Neways for the period ended 30 June 2021.

4. Important judgements, estimations and assumptions made in accounting

When preparing the Group's condensed consolidated interim financial statements, management has made judgements, estimates and assumptions on the balance sheet date that affect the reported amounts of revenues, expenses, assets, liabilities and off-balance sheet commitments. However, the inherent uncertainty relating to these assumptions and estimates may lead to actual outcomes that are different from those assumptions and estimates.

Important judgements, estimates and assumptions made by management regarding the application of financial accounting principles are equal to those described in the latest annual accounts.

5. Operational segments

The Group's long-term strategy is aimed at strengthening its position as a one-stop provider of customer-specific industrial and professional electronic components, assemblies and systems for the Electronic Manufacturing Services (EMS) market. Intensive collaboration and clear communication between the different Neways operating companies ensures that customers in this market are optimally served, with all customer contacts being channelled through a designated point of contact.

Neways' Western European operating companies play an important part in promoting the company's one-stop provider strategy. These operating companies are close to their customers, both in terms of customer contact and geographically. The operating companies in Eastern Europe and Asia focus primarily on producing high-volume, less complex and stable series with a view to achieving cost benefits for customers. This production is usually commissioned by sister companies in Western Europe.

Continuous improvement in the collaboration at all levels in the organisation is essential in order to operate in respect of customers as a homogeneous, integrated group of companies with a coherent quality policy, recognisable cultural and a shared vision.

The Group's management takes decisions based on its own assessments and direct communication with all those involved. Financial management is based on consolidated information. Neways is therefore only active in one operating segment as defined in IFRS 8.

6. Taxes

Income tax expenses are recognized based on the expected full year effective tax rate per country. The effective tax rate for the first half of 2021 is caused by tax rate differences between the countries where the Group operates, which deviate from the corporate income tax rate of 25% in the Netherlands and incremental tax charges in Germany following the outcome of tax audit adjustments.

7. Goodwill

Goodwill is tested for impairment annually in the fourth quarter and when circumstances indicate the carrying value may be impaired. For the six month period ended 30 June 2021 no triggers for goodwill impairment were identified in the key assumptions as applied in the annual impairment test.

Furthermore as at 30 June 2021, the Group's stock market capitalisation was higher than the carrying amount of the Group's equity.

8. Developments in working capital

The inventories, trade and other receivables, and trade and other payables increased because of the higher activity level in the first half year 2021. The second half year 2020 was affected by a sharp decline in turnover due to the COVID outbreak. Furthermore in the first half year 2021 a shortage of components results in pressure on the inventory levels that were increased. Taxes and social security premiums decreased by delayed payments of taxes based on COVID related government facilities in the first half year. Overall payables increased due to the higher activities in the first half year 2021.

9. Equity

9.1 Issuance of ordinary shares

In the context of the current share option plan for the members of the Board of Directors and a select group of key company officers, Neways issued 25,000 ordinary shares in connection with the exercise of share options (2020: no shares). In the context of the applicable performance shares plan for members of the Board of Directors and a select group of key company officers, 18,597 ordinary shares

were issued in the first half of 2021 (2020: 22,003 shares) as a result of the final vesting of 2018 awarded performance shares. As per 30 June 2021, the total number of outstanding ordinary shares stood at 12.217.634.

9.2 Dividend paid and proposed

No dividend has been proposed or paid in the first half of 2021.

10. Financial instruments – fair values and risk management

Methods and assumptions used to estimate fair values are consistent with those used in the year ended 31 December 2020. The fair value for each financial instrument of the Group approximates the carrying amount.

Shortages of components in the supply chain limits the ability of planning and projection of turnover.

11. Other financial liabilities

The credit facility available as at 30 June 2021 (overdraft facility and bank guarantee facility) amounted to a total of € 65 million (interest charge: 1-month Euribor + 1.3% to 2.2%, depending on the senior net debt/EBITDA ratio). On the balance sheet date, € 18.6 million of this amount was used for the overdraft facility and bank guarantees (31 December 2020: € 7.7 million). In early 2021, the credit agreement was extended for a term of one year until the beginning of 2024.

12. Provisions

A provision of € 7.1 million was recognised as at 31 December 2020 in respect of the Group's committed restructuring relating to three operating companies. The remaining obligation as at 30 June 2021 amounts to € 3.6 million. The restructuring is expected to have been completed during the second half year of 2021.

13. Related party transactions

The table below shows the total related parties transactions for the first half year of 2021 and 2020:

Amounts x € 1,000		Sales to	Purchases/ services from	Owed by	Owed to
Entity with significant influence on the Group:					
VDL Groep	30/06/2021	14,606	2,321	8,262	803
VDL Groep	30/06/2020	14,293	1,716	6,027	959

Outstanding balances are not secured by arm's length collateral, are not interest bearing and are settled in cash. No guarantees have been given or received for the receivables owed by, or the payables owed to the related parties.

Public offer Infestos

Infestos Sustainability B.V. announced that its subsidiary Infestos Sustainable Solutions B.V. would issue a recommended public offer (the Offer) for all outstanding shares of Neways at an offer price of € 14.55 in cash per share (cum dividend). The Board of Directors and Supervisory Board fully support the Offer and unanimously recommend the Offer. The Offer will according expectation be formally issued in September and is subject to certain customary conditions, including acquiring at least 60% (under conditions to be reduced to 50.01%) of the outstanding shares of Neways, and is expected to complete in the second half of 2021 if successful.

A change of control upon Infestos acquiring the majority of the shares in the second half year will possibly impact recoverability of tax losses carried forward in Germany (€ 6.9 million as at 30 June

2021) and accelerate vesting of the performance shares. A change of control could also trigger repayment of the outstanding balance of the facility agreement (€ 15.5 million as at 30 June 2021), but we anticipate that the facility agreement will be continued.

On termination of the Merger Agreement by Infestos on account of, amongst others, a material breach of the Merger Agreement by Neways or in case the Merger Agreement is terminated by either Infestos or Neways pursuant to a Superior Offer that is not matched by Infestos, Neways will forfeit a € 2.25 million termination fee to Infestos. On termination of the Merger protocol by Neways on account of Infestos failing to commence the Offer on the commencement date or the settlement has not taken place on ultimately the settlement date, Infestos will forfeit a € 2.25 million termination fee to Neways.

14. Subsequent events

No material subsequent events occurred.

Son, 24 August 2021

Board of Directors

Eric Stodel – CEO
Paul de Koning – CFO
Steven Soederhuizen – COO



Independent auditor's review report

To: The Board of Directors of Neways Electronics International N.V.

Our conclusion

We have reviewed the accompanying condensed consolidated interim financial statements for the first half year 2021 of Neways Electronics International N.V. (or hereafter: the "Company") based in Son. Based on our review, nothing has come to our attention that causes us to believe that the condensed consolidated interim financial statements are not prepared, in all material respects, in accordance with IAS 34 'Interim Financial Reporting' as adopted by the European Union.

The condensed consolidated interim financial statements comprise:

- 1 the condensed consolidated interim statement of financial position as at 30 June 2021;
- 2 the following condensed consolidated interim statements for the six-month period ended 30 June 2021: the statement of profit or loss and comprehensive income, changes in equity and cash flows; and
- 3 the notes to the condensed consolidated interim financial statements.

Basis for our conclusion

We conducted our review in accordance with Dutch law, including the Dutch Standard 2410, 'Het beoordelen van tussentijdse financiële informatie door de accountant van de entiteit' (Review of interim financial information performed by the independent auditor of the entity). A review of interim financial information in accordance with the Dutch Standard 2410 is a limited assurance engagement. Our responsibilities under this standard are further described in the 'Our responsibilities for the review of the interim financial information' section of our report.

We are independent of Neways Electronics International N.V. in accordance with the Verordening inzake de onafhankelijkheid van accountants bij assurance-opdrachten (ViO, Code of Ethics for Professional Accountants, a regulation with respect to independence) and other relevant independence regulations in the Netherlands. Furthermore we have complied with the Verordening gedrags- en beroepsregels accountants (VGBA, Dutch Code of Ethics).

We believe the assurance evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

Corresponding figures not reviewed

The condensed consolidated interim financial statements for the first half year 2020 are not reviewed. Consequently, the corresponding figures included in the condensed consolidated interim statement of profit or loss and comprehensive income, changes in equity and cash flows and the related notes have not been reviewed.



Responsibilities of the Board of Directors and the Supervisory Board for the condensed consolidated interim financial statements

The Board of Directors is responsible for the preparation and presentation of the condensed consolidated interim financial statements in accordance with IAS 34 'Interim Financial Reporting' as adopted by the European Union. Furthermore, management is responsible for such internal control as it determines is necessary to enable the preparation of the condensed consolidated interim financial statements that are free from material misstatement, whether due to fraud or error.

The Supervisory Board is responsible for overseeing the Company's interim financial reporting process.

Our responsibilities for the review of the condensed consolidated interim financial statements

Our responsibility is to plan and perform the review in a manner that allows us to obtain sufficient and appropriate assurance evidence for our conclusion.

The level of assurance obtained in a limited assurance engagement is substantially less than the level of assurance obtained in an audit conducted in accordance with the Dutch Standards on Auditing. Accordingly, we do not express an audit opinion.

We have exercised professional judgement and have maintained professional scepticism throughout the review, in accordance with Dutch Standard 2410.

Our review included among others:

- Updating our understanding of the entity and its environment, including its internal control, and the applicable financial reporting framework, in order to identify areas in the condensed consolidated interim financial statements where material misstatements are likely to arise due to fraud or error, designing and performing procedures to address those areas, and obtaining assurance evidence that is sufficient and appropriate to provide a basis for our conclusion;
- Obtaining an understanding in the internal control, as it relates to the preparation of the condensed consolidated interim financial statements;
- Making inquiries of management and others within the entity;
- Applying analytical procedures with respect to information included in the condensed consolidated interim financial statements;
- Obtaining assurance evidence that the condensed consolidated interim financial statements agree with, or reconcile to the entity's underlying accounting records;
- Evaluating the assurance evidence obtained;
- Considering whether there have been any changes in accounting principles or in the methods of applying them and whether any new transactions have necessitated the application of a new accounting principle;



- Considering whether management has identified all events that may require adjustment to or disclosure in the condensed consolidated interim financial statements; and
- Considering whether the condensed consolidated interim financial statements have been prepared in accordance with the applicable financial reporting framework and represents the underlying transactions free from material misstatement.

Amstelveen, 24 August 2021

KPMG Accountants N.V.

L.A. Ekkels RA

14. NEWAYS ARTICLES OF ASSOCIATION

14.1 Neways Articles of Association post-Settlement

NAAM EN ZETEL

Artikel 1

1. De vennootschap draagt de naam:
NEWAYS ELECTRONICS INTERNATIONAL N.V.
2. De vennootschap heeft haar zetel te Eindhoven.

STRUCTUURREGIME

Artikel 2

De vennootschap is een grote naamloze vennootschap in de zin van titel 4 afdeling 6 boek 2 Burgerlijk Wetboek.

DOEL

Artikel 3

1. De vennootschap heeft ten doel:
 - (a) het deelnemen in, het samenwerken met, het financieren van en het voeren van de directie over andere ondernemingen in het algemeen en meer in het bijzonder ondernemingen welke direct of indirect werkzaam zijn op het gebied van de electronica;
 - (b) het ontwikkelen en exploiteren van industriële eigendomsrechten en know how, in het bijzonder het ontwikkelen van-, de fabricage van-, de handel in-, de verhuur en de import en export van elektronische apparatuur, onderdelen, componenten en software programma's;
 - (c) het stellen van zekerheden;
 - (d) het verrichten van diensten in het algemeen.
2. Al hetgeen het vorenstaande kan bevorderen of daarmee in de ruimste zin genomen samenhangt behoort eveneens tot het doel van de vennootschap.

KAPITAAL EN AANDELEN

Artikel 4

1. Het maatschappelijk kapitaal van de vennootschap bedraagt VIJFTIEN MILJOEN EURO (EUR 15.000.000,00), verdeeld in dertig miljoen aandelen, elk met een nominale waarde van vijftig eurocent (EUR 0,50).
2. De aandelen luiden aan toonder of op naam, ter keuze van de aandeelhouders.
3. Onder aandeelhouders worden mede verstaan deelgenoten in een verzameldepot als bedoeld in de Wet Giraal Effectenverkeer

UITGIFTE VAN AANDELEN

Artikel 5

1. Uitgifte van aandelen vindt plaats krachtens een besluit van de algemene vergadering, tenzij de Raad van Bestuur daartoe is aangewezen voor een bepaalde duur van ten hoogste vijfjaar. Bij de aanwijzing moet zijn bepaald hoeveel aandelen mogen worden uitgegeven. De aanwijzing kan op ieder moment voor niet langer dan vijf jaar worden vernieuwd. Tenzij bij de aanwijzing anders is bepaald, kan zij niet worden ingetrokken.
Uitgifte van aandelen kan behoudens het bepaalde in artikel 2:80 lid 2 Burgerlijk Wetboek niet beneden pari plaatsvinden.
2. De Raad van Bestuur van de vennootschap is zonder voorafgaande goedkeuring van de algemene vergadering bevoegd, onder goedkeuring van de raad van commissarissen, tot het verrichten van rechtshandelingen als bedoeld in artikel 2:94 Burgerlijk Wetboek.
3. Aandelen kunnen slechts tegen volstorting worden uitgegeven zulks met inachtneming van het bepaalde in artikel 2:80 Burgerlijk Wetboek.

De Raad van Bestuur geeft daarvan aan de betreffende aandeelhouders schriftelijk kennis tenminste dertig dagen voor de dag waarop de storting uiterlijk moet plaatsvinden.

Onder schriftelijk wordt voor de toepassing van dit lid verstaan: een bericht dat is overgebracht bij brief, telefax, e-mail of enig ander elektronisch communicatiemiddel, mits het leesbaar en reproduceerbaar is.

4. Indien bekend is gemaakt welk bedrag aan aandelen zal worden uitgegeven en slechts een kleiner bedrag kan worden geplaatst, wordt dit laatste bedrag slechts geplaatst indien de voorwaarden van uitgifte dat uitdrukkelijk bepalen.
5. De vennootschap mag bij uitgifte geen eigen aandelen nemen.

Aandelen die de vennootschap in strijd met de vorige zin heeft genomen, gaan op het tijdstip van het nemen over op de gezamenlijke leden van de Raad van Bestuur.

Ieder lid van de Raad van Bestuur is hoofdelijk aansprakelijk voor de volstorting van deze aandelen met de wettelijke rente van dat tijdstip af.

Neemt een ander een aandeel in eigen naam maar voor rekening van de vennootschap, dan wordt hij geacht het voor eigen rekening te nemen.

6. Binnen acht dagen na een besluit van de algemene vergadering tot uitgifte van aandelen of tot aanwijzing als bedoeld in lid 1 van dit artikel wordt een volledige tekst van het betrokken besluit neergelegd ten kantore van het handelsregister.
7. De vennootschap doet binnen acht dagen na elke uitgifte van aandelen hiervan opgave ten kantore van het handelsregister met vermelding van aantal.
8. Het bepaalde in dit artikel is van overeenkomstige toepassing op het verlenen van rechten tot het nemen van aandelen, maar is niet van toepassing op het uitgeven van aandelen aan iemand die een voordien reeds verkregen recht tot het nemen van aandelen uitoefent.

VOORKEURSRECHT BIJ UITGIFTE VAN AANDELEN

Artikel 6

1. Bij uitgifte van aandelen heeft iedere houder van aandelen een voorkeursrecht uit te oefenen naar evenredigheid van het gezamenlijke bedrag van zijn aandelen, tenzij de aandelen worden uitgegeven tegen inbreng anders dan in geld, of ten gevolge van fusie. Houders van aandelen hebben echter geen voorkeursrecht op aandelen die worden uitgegeven aan werknemers van de vennootschap of van een groepsmaatschappij.
2. Tenzij alle uitgegeven aandelen op naam luiden, kondigt de vennootschap de uitgifte met voorkeursrecht en het tijdvak waarin dat kan worden uitgeoefend aan in de Staatscourant en in een landelijk verspreid dagblad.

De aankondiging aan houders van aandelen op naam alsmede houders van certificaten van aandelen op naam en aan vruchtgebruikers en pandhouders van aandelen op naam geschiedt schriftelijk aan het door hen opgegeven adres.

Het voorkeursrecht kan worden uitgeoefend gedurende tenminste twee weken na de dag van de aankondiging in de Staatscourant of na de verzending van de aankondiging aan de aandeelhouders.

3. Het voorkeursrecht kan op grond van een voorstel van de Raad van Bestuur worden beperkt of uitgesloten bij besluit van de algemene vergadering. Het voorkeursrecht kan ook worden beperkt of uitgesloten door de Raad van Bestuur, indien die daartoe is aangewezen bij besluit van de algemene vergadering en mits tevens bevoegd tot uitgifte van de aandelen waarop de beperking of uitsluiting van het voorkeursrecht betrekking heeft. De aanwijzing kan slechts voor ten hoogste vijfjaren geschieden en op ieder tijdstip voor niet langer dan vijfjaren worden verlengd.
4. Bij het verlenen van rechten tot het nemen van aandelen hebben de houders van aandelen eveneens een voorkeursrecht; de leden 1 tot en met 3 zijn van overeenkomstige toepassing. Houders van aandelen hebben geen voorkeursrecht op aandelen die worden uitgegeven aan iemand die een voordien reeds verkregen recht tot het nemen van die aandelen uitoefent.
5. In het voorstel aan de algemene vergadering tot beperking of uitsluiting van het voorkeursrecht moeten de redenen voor het voorstel en de keuze van de voorgenomen koers van uitgifte schriftelijk worden toegelicht.
6. Voor een besluit van de algemene vergadering tot beperking of uitsluiting van het voorkeursrecht of tot aanwijzing als bedoeld in lid 3, is een meerderheid van tenminste twee derden van de uitgebrachte stemmen vereist, indien minder dan de helft van het geplaatste kapitaal in de vergadering is vertegenwoordigd. De vennootschap is verplicht binnen acht dagen na het besluit een volledige tekst daarvan ten kantore van het handelsregister neer te leggen.

VERKRIJGING DOOR DE VENNOOTSCHAP VAN EIGEN AANDELEN OF CERTIFICATEN VAN AANDELEN

Artikel 7

1. De vennootschap kan ingevolge een besluit van de Raad van Bestuur en na verkregen goedkeuring van de raad van commissarissen volgestorte aandelen in haar eigen kapitaal alleen verkrijgen om niet dan wel indien:
 - (a) het eigen vermogen, verminderd met de verkrijgingsprijs, niet kleiner is dan het gestorte en opgevraagde deel van het kapitaal, vermeerderd met de reserves die krachtens de wet of de statuten moeten worden aangehouden; en
 - (b) het nominale bedrag van de aandelen in haar kapitaal die de vennootschap verkrijgt, houdt of in pand houdt of die worden gehouden door een dochtermaatschappij, niet meer beloopt dan de helft van het geplaatste kapitaal.
2. Voor het vereiste van het vorige lid onder a. is bepalend de grootte van het eigen vermogen volgens de laatst vastgestelde balans, verminderd met de verkrijgingsprijs voor aandelen in het kapitaal van de vennootschap en uitkeringen uit winst of reserves aan anderen, die zij en haar dochtermaatschappijen na de balansdatum verschuldigd werden. Is een boekjaar meer dan zes maanden verstreken zonder dat de jaarrekening is vastgesteld en goedgekeurd, dan is verkrijging overeenkomstig het vorige lid niet toegestaan.
3. Tot verkrijging anders dan om niet behoeft de Raad van Bestuur de machtiging van de algemene vergadering. Deze machtiging geldt voor ten hoogste achttien maanden. De algemene vergadering moet in de machtiging bepalen hoeveel aandelen mogen worden verkregen, hoe zij mogen worden verkregen en tussen welke grenzen de prijs moet liggen.

De machtiging is niet vereist, voor zover de vennootschap eigen aandelen verkrijgt om, krachtens een voor hen geldende regeling, over te dragen aan werknemers in dienst van de vennootschap of van een groepsmaatschappij. Deze aandelen moeten zijn opgenomen in de prijscourant van een beurs.
4. De leden 1 tot en met 3 gelden niet voor aandelen die de vennootschap onder algemene titel verkrijgt.
5. De vennootschap kan eigen aandelen slechts in pand nemen, indien:
 - (a) de in pand te nemen aandelen volgestort zijn;
 - (b) het nominale bedrag van de in pand te nemen en de reeds gehouden of in pand gehouden eigen aandelen tezamen niet meer dan een tiende van het geplaatste kapitaal bedraagt; en
 - (c) de algemene vergadering de pandovereenkomst heeft goedgekeurd.
6. De Raad van Bestuur is, onder goedkeuring van de raad van commissarissen, bevoegd door de vennootschap gehouden eigen aandelen te vervreemden.
7. Voor een aandeel dat toebehoort aan de vennootschap of aan een dochtermaatschappij daarvan kan in de algemene vergadering geen stem worden uitgebracht. Vrachtgebruikers en pandhouders van aandelen die aan de vennootschap en haar dochtermaatschappijen toebehoren, zijn evenwel niet van hun stemrecht uitgesloten, indien het vruchtgebruik of pandrecht was

gevestigd voordat het aandeel aan de vennootschap of een dochtermaatschappij van de vennootschap toebehoorde. De vennootschap of een dochtermaatschappij daarvan kan geen stem uitbrengen voor een aandeel waarop zij een recht van vruchtgebruik of een pandrecht heeft.

8. Bij de berekening van de winstverdeling en bij verdeling bij liquidatie tellen de aandelen die de vennootschap in haar eigen kapitaal houdt niet mee.
9. Bij de vaststelling in hoeverre de aandeelhouders stemmen, aanwezig of vertegenwoordigd zijn, of in hoeverre het aandelenkapitaal verschaft wordt of vertegenwoordigd is, wordt geen rekening gehouden met aandelen waarvan de wet bepaalt dat daarvoor geen stem kan worden uitgebracht.
10. Onder het begrip aandelen in de voorgaande leden van dit artikel zijn certificaten daarvan begrepen.

KAPITAALVERMINDERING

Artikel 8

1. De algemene vergadering kan, doch niet dan op grond van een door de raad van commissarissen goedgekeurd voorstel van de Raad van Bestuur, besluiten tot vermindering van het geplaatste kapitaal door intrekking van aandelen of door het nominale bedrag van aandelen bij statutenwijziging te verminderen, zulks met inachtneming van de artikelen 2:99 en 100 Burgerlijk Wetboek.
2. Een besluit tot intrekking kan slechts betreffen aandelen die de vennootschap zelf houdt of waarvan zij de certificaten houdt.
3. Voor een besluit tot kapitaalvermindering is een meerderheid van tenminste twee derden van de uitgebrachte stemmen vereist, indien minder dan de helft van het geplaatste kapitaal in de vergadering is vertegenwoordigd.

AANDELEN EN CERTIFICATEN IN ONVERDEELDHEID

Artikel 9

Behoort een aandeel of een certificaat aan meer dan een persoon dan zullen de gezamenlijke gerechtigden zich slechts door een schriftelijk door hen aan te wijzen persoon tegenover de vennootschap doen vertegenwoordigen.

BEWIJZEN VAN AANDELEN AAN TOONDER

Artikel 10

1. Alle aandelen aan toonder worden belichaamd in een verzamelbewijs.
2. De vennootschap doet dit verzamelbewijs voor de rechthebbende(n) bewaren door een centraal instituut als bedoeld in de Wet Giraal Effectenverkeer (hierna: Centraal Instituut), ter opname in het girodepot.
3. Bij de inschrijving op uit te geven aandelen kan degene die jegens de vennootschap recht op een aandeel verkrijgt de vennootschap schriftelijk mededelen dat hij een gewoon aandeel op

naam verlangt; zonder die mededeling ontvangt hij een recht terzake van een gewoon aandeel aan toonder op de hierna bepaalde wijze.

4. De vennootschap kent aan een rechthebbende een recht ter zake van een gewoon aandeel toe doordat:
 - (a) De vennootschap het Centraal Instituut in staat stelt een aandeel op het verzamelbewijs bij te (doen) schrijven;
 - (b) de door de rechthebbende aangewezen intermediair als bedoeld in de Wet Giraal Effectenverkeer, hierna: Intermediair) in het girodepot voor het corresponderende aantal aandelen wordt gecrediteerd, en;
 - (c) de rechthebbende door de Intermediair dienovereenkomstig wordt gecrediteerd in het door hem gehouden verzameldepot.
5. Het Centraal Instituut is belast met het beheer over het girodepot. Een Intermediair is belast met het beheer over het door hem gehouden verzameldepot. Op het beheer zijn de bepalingen van de Wet Giraal Effectenverkeer van toepassing.

AANDELEN OP NAAM EN REGISTERS

Artikel 11

1. Voor aandelen die op naam luiden worden geen aandeel bewijzen uitgegeven. Zij worden doorlopend genummerd vanaf 1.
2. De Raad van Bestuur houdt voor aandelen op naam een register, waarin de namen en adressen van alle houders van aandelen op naam zijn opgenomen, met vermelding van de datum waarop zij de aandelen hebben verkregen, de datum van de erkenning of betekening, alsmede van het op elk aandeel gestorte bedrag. Daarin worden tevens opgenomen de namen en adressen van hen die een recht van vruchtgebruik of pandrecht op die aandelen hebben, met vermelding van de datum waarop zij het recht hebben verkregen, de datum van de erkenning of betekening, alsmede met vermelding welke aan de aandelen verbonden rechten hun overeenkomstig de leden 2 en 4 van de artikelen 2:88 en 89 Burgerlijk Wetboek toekomen. De rechthebbenden op een aandeel op naam zijn verplicht aan de vennootschap schriftelijk hun adres op te geven.

Onder schriftelijk wordt voor de toepassing van dit lid verstaan: een bericht dat is overgebracht bij brief, telefax, e-mail of enig ander elektronisch communicatiemiddel, mits het leesbaar en reproduceerbaar is.

3. Het register wordt regelmatig bijgehouden. Daarin wordt mede aangetekend elk verleend ontslag van aansprakelijkheid voor nog niet gedane stortingen. Alle inschrijvingen en aantekeningen in de registers worden eigenhandig of bij facsimile getekend door een lid van de Raad van Bestuur en een commissaris.
De Raad van Bestuur legt het register ten kantore van de vennootschap ter inzage van de aandeelhouders, alsmede van de vruchtgebruikers en de pandhouders aan wie de in de in het vorige artikel genoemde wetsartikelen bedoelde rechten toekomen.

De gegevens van het register omtrent niet volgestorte aandelen zijn ter inzage van een ieder; afschrift of uittreksel van deze gegevens wordt ten hoogste tegen kostprijs verstrekt.

UITTREKSELS UIT HET REGISTER

Artikel 12

De Raad van Bestuur verstrekt desgevraagd aan een aandeelhouder, een vruchtgebruiker en een pandhouder kosteloos een niet verhandelbaar uittreksel uit het register met betrekking tot zijn recht op een aandeel. Rust op het aandeel een recht van vruchtgebruik of een pandrecht, dan vermeldt het uittreksel aan wie de in de leden 2 en 4 van de artikelen 2:88 en 89 Burgerlijk Wetboek bedoelde rechten toekomen.

OMZETTING VAN AANDELEN

Artikel 13

Een rechthebbende kan te allen tijde een of meer van zijn aandelen op naam aan toonder doen stellen door:

- (a) levering van de aandelen aan het Centraal Instituut, ter opname in het girodepot;
- (b) erkenning door de vennootschap van de levering;
- (c) bijschrijving door het Centraal Instituut van de aandelen op het verzamelbewijs;
- (d) creditering door het Centraal Instituut van de door de rechthebbende aangewezen Intermediair in het girodepot;
- (e) creditering door de Intermediair van de rechthebbende als deelgenoot in het door haar gehouden verzameldepot; en
- (f) uitschrijving door de vennootschap van de rechthebbende uit het aandeelhoudersregister.

VRUCHTGEBRUIK EN PANDRECHT

Artikel 14

1. Op aandelen in de vennootschap kan een recht van vruchtgebruik worden gevestigd. Indien bij de vestiging van het recht van vruchtgebruik op een aandeel geen bepalingen omtrent het stemrecht zijn gemaakt, komt het stemrecht toe aan de aandeelhouder.
2. Op aandelen in de vennootschap kan een pandrecht worden gevestigd. Indien bij de vestiging van het pandrecht op een aandeel geen bepalingen omtrent het stemrecht op dat aandeel zijn gemaakt, komt het stemrecht toe aan de aandeelhouder.

CERTIFICAATHOUDERS

Artikel 15

Waar in deze statuten sprake is van certificaathouders, worden daaronder verstaan de houders van met medewerking van de vennootschap uitgegeven certificaten van aandelen in de vennootschap alsook al diegenen die als gevolg van een op een aandeel gevestigd recht van vruchtgebruik of pandrecht overeenkomstig lid 4 van de artikelen 2:88 en 89 Burgerlijk Wetboek dezelfde rechten hebben als houders van met medewerking van de vennootschap uitgegeven certificaten van aandelen in de vennootschap.

LEVERING VAN AANDELEN OP NAAM

Artikel 16

1. Voor de levering van een aandeel op naam of de levering van een beperkt recht daarop gelden de bepalingen van de artikelen 2:86, 86a, 86b en 86c Burgerlijk Wetboek.
2. Na overdracht of toedeling van een niet volgestort aandeel blijft ieder van de vorige aandeelhouders voor het daarop nog te storten bedrag hoofdelijk jegens de vennootschap aansprakelijk. Hebben de Raad van Bestuur en de raad van commissarissen de vorige aandeelhouder in verband met de overgang van het aandeel uitdrukkelijk van verdere aansprakelijkheid ontslagen, dan geldt deze aansprakelijkheid alleen voor de stortingen uitgeschreven binnen een jaar, te rekenen van de dag van de overdracht.

BESTUUR

Artikel 17

1. Het bestuur van de vennootschap is opgedragen aan een Raad van Bestuur bestaande uit een of meer leden. Het aantal leden van de Raad van Bestuur wordt vastgesteld door de raad van commissarissen.
2. De leden van de Raad van Bestuur worden benoemd door de raad van commissarissen.
3. De raad van commissarissen geeft de algemene vergadering kennis van een voorgenomen benoeming van een lid van de Raad van Bestuur.
4. De raad van commissarissen kan een lid van de Raad van Bestuur te allen tijde schorsen en ontslaan.
5. De raad van commissarissen ontslaat een lid van de Raad van Bestuur echter niet dan nadat de algemene vergadering over het voorgenomen ontslag is gehoord.
6. Een schorsing kan een of meer malen worden verlengd, doch kan in totaal niet langer duren dan drie maanden. Is na verloop van die tijd geen beslissing genomen omtrent de opheffing van de schorsing of ontslag, dan eindigt de schorsing.
7. De Raad van Bestuur besluit bij volstreekte meerderheid van het in totaal door de gezamenlijk fungerende leden van de Raad van Bestuur uit te brengen aantal stemmen.
8. In de vergaderingen van de Raad van Bestuur brengt ieder lid van de Raad van Bestuur één stem uit.
9. Ieder lid van de Raad van Bestuur kan zich in de vergaderingen van de Raad van Bestuur door een medelid van de Raad van Bestuur doen vertegenwoordigen.
10. De Raad van Bestuur kan ook buiten vergadering besluiten, indien alle leden van de Raad van Bestuur schriftelijk zijn geraadpleegd, geen hunner zich tegen deze wijze van besluitvorming heeft verklaard en tenminste de volstreekte meerderheid van de in totaal fungerende leden van de Raad van Bestuur zich vóór het te nemen besluit verklaart.
11. Onder schriftelijk wordt voor de toepassing van dit lid verstaan: een bericht dat is overgebracht bij brief, telefax, e-mail of enig ander elektronisch communicatiemiddel, mits het leesbaar en reproduceerbaar is.

12. De Raad van Bestuur kan een reglement vaststellen. Het reglement behoeft de goedkeuring van de raad van commissarissen
13. De Raad van Bestuur is, onverminderd eigen verantwoordelijkheid, bevoegd procuratiehouders aan te stellen met zodanige titulatuur en bevoegdheden als door de Raad van Bestuur te bepalen.

GOEDKEURING VOOR BESTUURSBESLUITEN DOOR RAAD VAN COMMISSARISSEN

Artikel 18

1. Onverminderd het elders in de statuten bepaalde zijn aan de goedkeuring van de raad van commissarissen onderworpen de besluiten van de Raad van Bestuur strekkende tot:
 - (a) uitgifte en verkrijging van aandelen in en schuldbrieven ten laste van de vennootschap of van schuldbrieven ten laste van een commanditaire vennootschap of vennootschap onder firma waarvan de vennootschap volledig aansprakelijk vennote is;
 - (b) medewerking aan de uitgifte van certificaten van aandelen;
 - (c) aanvraag van notering of van intrekking van de notering van de onder a en b bedoelde stukken in de prijscourant van enige beurs;
 - (d) het aangaan of verbreken van duurzame samenwerking van de vennootschap of een afhankelijke maatschappij met een andere rechtspersoon of vennootschap dan wel als volledig aansprakelijke vennote in een commanditaire vennootschap of vennootschap onder firma, indien deze samenwerking of verbreking van ingrijpende betekenis is voor de vennootschap;
 - (e) het nemen van een deelneming ter waarde van ten minste een vierde van het bedrag van het geplaatste kapitaal met de reserves volgens de balans met toelichting van de vennootschap, door haar of een afhankelijke maatschappij in het kapitaal van een andere vennootschap, alsmede het ingrijpend vergroten of verminderen van zulk een deelneming;
 - (f) investeringen welke een bedrag vereisen gelijk aan ten minste een vierde gedeelte van het geplaatste kapitaal met de reserves van de vennootschap volgens haar balans met toelichting;
 - (g) een voorstel tot wijziging van de statuten;
 - (h) een voorstel tot het aangaan van een juridische fusie;
 - (i) een voorstel tot ontbinding van de vennootschap;
 - (j) aangifte van faillissement en aanvraag van surséance van betaling;
 - (k) beëindiging van de dienstbetrekking van een aanmerkelijk aantal werknemers van de vennootschap of van een afhankelijke maatschappij tegelijkertijd of binnen een kort tijdsbestek;
 - (l) ingrijpende wijziging in de arbeidsomstandigheden van een aanmerkelijk aantal werknemers van de vennootschap of van een afhankelijke maatschappij;
 - (m) een voorstel tot vermindering van het geplaatste kapitaal;

- (n) zodanige andere handelingen en transacties als door de raad van commissarissen bepaald en duidelijk omschreven ter kennis van de Raad van Bestuur gebracht.
- 2. Het ontbreken van de goedkeuring op een besluit tast de vertegenwoordigingsbevoegdheid van de Raad van Bestuur of leden van de Raad van Bestuur niet aan.

GOEDKEURING VOOR BESTUURSBESLUITEN DOOR ALGEMENE VERGADERING VAN AANDEELHOUDERS

Artikel 19

- 1. Onverminderd het elders in de statuten bepaalde zijn aan de goedkeuring van de algemene vergadering onderworpen de besluiten van de Raad van Bestuur omtrent een belangrijke verandering van de identiteit of het karakter van de vennootschap of de onderneming, waaronder in ieder geval:
 - (a) overdracht van de onderneming of vrijwel de gehele onderneming aan een derde;
 - (b) het aangaan of verbreken van duurzame samenwerking van de vennootschap of een dochtermaatschappij met een andere rechtspersoon of vennootschap dan wel als volledig aansprakelijke vennote in een commanditaire vennootschap of vennootschap onder firma, indien deze samenwerking of verbreking van ingrijpende betekenis is voor de vennootschap.
 - (c) het nemen of afstoten van een deelneming in het kapitaal van een vennootschap ter waarde van ten minste een derde van het bedrag van de activa volgens de balans met toelichting, of indien de vennootschap een geconsolideerde balans opstelt, volgens de geconsolideerde balans met toelichting volgens de laatst vastgestelde jaarrekening van de vennootschap, door haar of een dochtermaatschappij.
- 2. Het ontbreken van de goedkeuring op een besluit tast de vertegenwoordigingsbevoegdheid van de Raad van Bestuur of leden van de Raad van Bestuur niet aan.
- 3. Een lid van de Raad van Bestuur neemt niet deel aan de beraadslaging en besluitvorming indien hij daarbij een direct of indirect persoonlijk belang heeft dat strijdig is met het belang van de vennootschap en de met haar verbonden onderneming.

Wanneer hierdoor geen bestuursbesluit kan worden genomen, wordt het besluit genomen door de raad van commissarissen. Indien dan ook geen besluit kan worden genomen - doordat bij alle commissarissen eveneens een tegenstrijdig belang bestaat als hiervoor bedoeld - wordt het besluit genomen door de algemene vergadering.

VERTEGENWOORDIGING

Artikel 20

De Raad van Bestuur vertegenwoordigt de vennootschap. De bevoegdheid tot vertegenwoordiging van de vennootschap komt mede toe aan ieder lid van de Raad van Bestuur.

ONTSTENTENIS OF BELET

Artikel 21

1. In geval van ontstentenis of belet van een of meer leden van de Raad van Bestuur berust het bestuur van de vennootschap bij de overblijvende leden van de Raad van Bestuur dan wel de enig overgebleven lid van de Raad van Bestuur.
2. In geval van ontstentenis of belet van alle leden van de Raad van Bestuur of van de enige lid van de Raad van Bestuur berust het bestuur van de vennootschap tijdelijk bij de raad van commissarissen, met de bevoegdheid voor deze om het bestuur van de vennootschap tijdelijk aan een of meer personen, al dan niet uit zijn midden, op te dragen, en onder de verplichting om zo spoedig mogelijk in definitieve voorzieningen te treffen.

RAAD VAN COMMISSARISSEN

Artikel 22

1. De vennootschap heeft een raad van commissarissen, bestaande uit drie of meer natuurlijke personen. Het aantal commissarissen wordt vastgesteld door de raad van commissarissen.
2. Is het aantal in functie zijnde leden minder dan drie, dan neemt de raad onverwijld maatregelen tot aanvulling van zijn ledental.
3. De raad van commissarissen stelt een profielschets voor zijn omvang en samenstelling vast, rekening houdend met de aard van de onderneming, haar activiteiten en de gewenste deskundigheid en achtergrond van de commissarissen.
4. De raad van commissarissen bespreekt de profielschets voor het eerst bij de vaststelling en vervolgens bij iedere wijziging in de algemene vergadering en met de ondernemingsraad.

BENOEMING

Artikel 23

1. De commissarissen worden benoemd door de algemene vergadering, behoudens het bepaalde in lid 5, op voordracht van de raad van commissarissen, voor zover de benoeming niet reeds is geschied voordat dit artikel op de vennootschap van toepassing is geworden. De raad van commissarissen maakt de voordracht gelijktijdig bekend aan de algemene vergadering en aan de ondernemingsraad. De voordracht is met redenen omkleed.
2. De algemene vergadering en de ondernemingsraad (in de zin van artikel 2:158 lid 11 Burgerlijk Wetboek) kunnen aan de raad van commissarissen personen aanbevelen om als commissaris te worden voorgedragen. De raad van commissarissen deelt hun daartoe tijdig mede wanneer, ten gevolge waarvan en overeenkomstig welk profiel in zijn midden een plaats moet worden vervuld. Indien voorde plaats het in lid 3 bedoelde versterkte recht van aanbeveling geldt, doet de raad van commissarissen daarvan eveneens mededeling.
3. Voor een derde van het aantal leden van de raad van commissarissen geldt dat de raad van commissarissen een door de ondernemingsraad aanbevolen persoon op de voordracht plaatst, tenzij de raad van commissarissen bezwaar maakt tegen de aanbeveling op grond van de verwachting dat de aanbevolen persoon ongeschikt zal zijn voor de vervulling van de taak van commissaris of dat de raad van commissarissen bij benoeming overeenkomstig de aanbeveling niet naar behoren zal zijn samengesteld. Indien het getal van de leden van de raad van

commissarissen niet door drie deelbaar is, wordt het naastgelegen lagere getal dat wel door drie deelbaar is, in aanmerking genomen voor de vaststelling van het aantal leden waarvoor dit versterkte recht van aanbeveling geldt.

4. Indien de raad van commissarissen bezwaar maakt, deelt hij de ondernemingsraad het bezwaar onder opgave van redenen mede. De raad van commissarissen treedt onverwijld in overleg met de ondernemingsraad met het oog op het bereiken van overeenstemming over de voordracht. Indien de raad van commissarissen constateert dat geen overeenstemming kan worden bereikt, verzoekt een daartoe aangewezen vertegenwoordiger van de raad van commissarissen aan de ondernemingskamer van het gerechtshof te Amsterdam het bezwaar gegrond te verklaren. Het verzoek wordt niet eerder ingediend dan nadat vier weken zijn verstreken na aanvang van het overleg met de ondernemingsraad. De raad van commissarissen plaatst de aanbevolen persoon op de voordracht indien de ondernemingskamer het bezwaar ongegrond verklaart. Verklaart de ondernemingskamer het bezwaar gegrond, dan kan de ondernemingsraad een nieuwe aanbeveling doen overeenkomstig het bepaalde in lid 3.
5. De algemene vergadering kan bij volstreekte meerderheid van de uitgebrachte stemmen vertegenwoordigend ten minste een/derde van het geplaatste kapitaal de voordracht afwijzen.

Indien niet ten minste een/derde van het geplaatste kapitaal ter vergadering vertegenwoordigd was, kan een nieuwe vergadering worden bijeengeroepen waarin de voordracht kan worden afgewezen met volstreekte meerderheid van de uitgebrachte stemmen. Alsdan maakt de raad van commissarissen een nieuwe voordracht op. De leden 2,3 en 4 zijn van toepassing. Indien de algemene vergadering de voorgedragen persoon niet benoemt en niet besluit tot afwijzing van de voordracht, benoemt de raad van commissarissen de voorgedragen persoon.

6. De algemene vergadering kan de bevoegdheden en verplichtingen die haar volgens dit artikel en de artikelen 2:158, 159, 161 en 162 Burgerlijk Wetboek toekomen, voor een door haar te bepalen duur van telkens ten hoogste twee achtereenvolgende jaren overdragen aan een commissie van aandeelhouders, waarvan zij de leden aanwijst; in dat geval geeft de raad van commissarissen aan de commissie de kennisgeving van lid 2. De algemene vergadering kan te allen tijde de overdracht ongedaan maken.

Voor het overige wordt de wijze van overleg tussen de raad van commissarissen en bedoelde commissie door de raad en de commissie in onderling overleg geregeld, voor zover dat niet is geschied in een door de algemene vergadering vastgesteld reglement.

Artikel 24

1. Ontbreken alle commissarissen, anders dan ingevolge het bepaalde in lid 2, dan geschiedt de benoeming door de algemene vergadering, met toepassing van artikel 2:159 Burgerlijk Wetboek.
2. De algemene vergadering kan bij volstreekte meerderheid van de uitgebrachte stemmen, vertegenwoordigend ten minste een/derde van het geplaatste kapitaal, het vertrouwen in de raad van commissarissen opzeggen. Het besluit kan niet worden genomen ten aanzien van commissarissen die zijn aangesteld door de ondernemingskamer overeenkomstig lid 4.
3. Een besluit als bedoeld in lid 2 wordt niet genomen dan nadat het bestuur de ondernemingsraad van het voorstel voor het besluit en de gronden daartoe in kennis heeft gesteld. De kennisgeving geschiedt ten minste dertig dagen voor de algemene vergadering waarin het voorstel wordt behandeld. Indien de ondernemingsraad een standpunt over het voorstel bepaalt, stelt het bestuur de raad van commissarissen en de algemene vergadering van dit standpunt op de hoogte. De ondernemingsraad kan zijn standpunt in de algemene vergadering doen toelichten.

4. Het besluit bedoeld in lid 2 heeft onmiddellijk ontslag van de leden van de raad van commissarissen tot gevolg. Alsdan verzoekt het bestuur onverwijld aan de ondernemingskamer van het gerechtshof te Amsterdam tijdelijk een of meer commissarissen aan te stellen. De ondernemingskamer regelt de gevolgen van de aanstelling.
5. De raad van commissarissen bevordert dat binnen een door de ondernemingskamer vastgestelde termijn een nieuwe raad wordt samengesteld met inachtneming van artikel 23.

AFTREDEN

Artikel 25

1. Commissaris kunnen niet zijn:
 - (a) personen die in dienst zijn van de vennootschap;
 - (b) personen die in dienst zijn van een afhankelijke maatschappij;
 - (c) bestuurders en personen in dienst van een werknemersorganisatie welke pleegt betrokken te zijn bij de vaststelling van de arbeidsvoorwaarden van de onder a en b bedoelde personen.
2. Commissarissen worden voor een periode van maximaal vier jaar benoemd, met dien verstande dat, tenzij een commissaris eerder aftreedt, zijn benoemingstermijn afloopt op de dag van de eerstvolgende algemene vergadering van aandeelhouders, te houden in het vierde jaar na het jaar van zijn benoeming. Een commissaris kan worden herbenoemd, met inachtneming van het bepaalde in de vorige zin.
3. De raad van commissarissen stelt een rooster van aftreden vast.
4. Een commissaris kan worden geschorst door de raad van commissarissen; de schorsing vervalt van rechtswege, indien de vennootschap niet binnen een maand na de aanvang van de schorsing een verzoek tot ontslag als bedoeld in artikel 2:161 lid 2 Burgerlijk Wetboek bij de ondernemingskamer heeft ingediend.

TAAK EN BEVOEGDHEDEN

Artikel 26

1. De raad van commissarissen oefent toezicht uit op het beleid van de Raad van Bestuur en op de algemene gang van zaken in de vennootschap en de met haar verbonden onderneming. Hij staat de Raad van Bestuur met raad terzijde. Bij de vervulling van hun taak richten de commissarissen zich naar het belang van de vennootschap en de met haar verbonden onderneming.
2. De Raad van Bestuur verschaft de raad van commissarissen tijdig de voor de uitoefening van diens taak noodzakelijke gegevens. De Raad van Bestuur stelt ten minste een keer per jaar de raad van commissarissen schriftelijk op de hoogte van de hoofdlijnen van het strategisch beleid, de algemene en financiële risico's en het beheers- en controlesysteem van de vennootschap. De Raad van Bestuur zal alsdan ter goedkeuring voorleggen aan de raad van commissarissen:
 - (a) de operationele en financiële doelstellingen van de vennootschap;
 - (b) de strategie die moet leiden tot het realiseren van de doelstellingen; en

- (c) de randvoorwaarden die bij voormelde strategie worden gehanteerd, bijvoorbeeld ten aanzien van financiële ratio's.
3. De raad van commissarissen heeft te allen tijde toegang tot de gebouwen en terreinen van de vennootschap en is bevoegd tot inzage van de boeken en bescheiden en tot controle van de waarden van de vennootschap. De raad van commissarissen kan een of meer personen uit zijn midden of een deskundige aanwijzen om deze bevoegdheden uit te oefenen. De raad van commissarissen kan zich ook overigens door deskundigen laten bijstaan, op kosten van de vennootschap.
 4. Indien er slechts één commissaris in functie is, heeft deze alle rechten en verplichtingen bij de wet of de statuten aan de raad van commissarissen toegekend of opgelegd.
 5. Een commissaris neemt niet deel aan de beraadslaging en besluitvorming indien hij daarbij een direct of indirect persoonlijk belang heeft dat strijdig is met het belang van de vennootschap en de met haar verbonden onderneming.

Wanneer de raad van commissarissen hierdoor geen besluit kan nemen, wordt het besluit genomen door de algemene vergadering.

WERKWIJZE EN BESLUITVORMING

Artikel 27

1. De raad van commissarissen benoemt uit zijn midden een voorzitter en een plaatsvervangend voorzitter.
2. Bij afwezigheid van de voorzitter en de plaatsvervangend voorzitter in een vergadering wijst de vergadering zelf een voorzitter aan.
3. De raad van commissarissen vergadert telkens wanneer de voorzitter, dan wel twee andere commissarissen, dan wel de Raad van Bestuur dat nodig acht.
4. Alle besluiten van de raad van commissarissen worden genomen bij volstrekte meerderheid van de uitgebrachte stemmen.
5. Een commissaris kan zich door een mede-commissaris bij schriftelijke volmacht doen vertegenwoordigen. Een commissaris kan voor niet meer dan één mede-commissaris als gevolmachtigde optreden.
6. De raad van commissarissen kan ook buiten vergadering besluiten, indien alle commissarissen schriftelijk zijn geraadpleegd, geen hunner zich tegen deze wijze van besluitvorming heeft verklaard en tenminste de volstrekte meerderheid van de in totaal fungerende commissarissen zich vóór het te nemen besluit verklaart.

Onder schriftelijk wordt voor de toepassing van dit lid verstaan: een bericht dat is overgebracht bij brief, telefax, e-mail of enig ander elektronisch communicatiemiddel, mits het leesbaar en reproduceerbaar is.

7. De raad van commissarissen stelt een reglement vast.

BEZOLDIGING EN VRIJWARING

Artikel 28

1. Het beleid op het gebied van bezoldiging van de Raad van Bestuur wordt op voorstel van de raad van commissarissen vastgesteld door algemene vergadering.
2. De bezoldiging van directeuren wordt met inachtneming van het beleid, bedoeld in lid 1, vastgesteld door de raad van commissarissen. De raad van commissarissen legt ten aanzien van de regelingen van bezoldigingen in de vorm van aandelen of rechten tot het nemen van aandelen een voorstel ter goedkeuring voor aan de algemene vergadering.
3. De algemene vergadering kan, op voorstel van de raad van commissarissen, aan de commissarissen een bezoldiging toekennen. Kosten worden hun vergoed.
4. Aan een commissaris worden geen aandelen en/of rechten op aandelen bij wijze van bezoldiging toegekend.
5. De vennootschap vergoedt aan de zittende leden van de Raad van Bestuur en commissarissen en aan voormalige leden van de Raad van Bestuur en commissarissen:
 - (i) de redelijke kosten van het voeren van verdediging tegen aanspraken wegens een handelen of nalaten in de uitoefening van hun functie of van een andere functie die zij op verzoek van de vennootschap vervullen of hebben vervuld;
 - (ii) eventuele schadevergoedingen of boetes die zij verschuldigd zijn wegens een hierboven onder (i) vermeld handelen of nalaten;
 - (iii) de redelijke kosten van optreden in andere rechtsgedingen waarin zij als lid van de Raad van Bestuur of commissaris of als voormalige lid van de Raad van Bestuur of commissaris zijn betrokken met uitzondering van gedingen waarin zij in hoofdzaak een eigen vordering geldend maken.

Een betrokkene heeft geen aanspraak op de vergoeding als hiervoor bedoeld indien en voor zover (i) door de Nederlandse rechter bij gewijsde is vastgesteld dat het handelen of nalaten van de betrokkene kan worden gekenschetst als opzettelijk, bewust roekeloos of ernstig verwijtbaar, tenzij uit de wet anders voortvloeit of zulks in de gegeven omstandigheden naar maatstaven van redelijkheid en billijkheid onaanvaardbaar zou zijn of (ii) de kosten of het vermogensverlies van de betrokkene is gedekt door een verzekering en de verzekeraar deze kosten of dit vermogensverlies heeft uitbetaald. De vennootschap kan ten behoeve van betrokkenen verzekeringen tegen aansprakelijkheid afsluiten. De raad van commissarissen kan ten aanzien van leden van de Raad van Bestuur en de Raad van Bestuur kan ten aanzien van commissarissen bij overeenkomst nadere uitvoering geven aan het vorenstaande.

ACCOUNTANT

Artikel 29

1. De vennootschap verleent opdracht tot onderzoek van de jaarrekening aan een registeraccountant of een andere volgens de wet bevoegde deskundige.
2. Tot het verlenen van de opdracht is de algemene vergadering bevoegd. Gaat deze daartoe niet over, dan is de raad van commissarissen daartoe bevoegd of, zo de raad van commissarissen in gebreke blijft, de Raad van Bestuur. De aanwijzing van een accountant wordt door generlei

voordracht beperkt. De opdracht kan te allen tijde worden ingetrokken door de algemene vergadering en door het orgaan dat de opdracht heeft verleend. Een door de Raad van Bestuur verleende opdracht kan bovendien door de raad van commissarissen worden ingetrokken. De algemene vergadering hoort de accountant op diens verlangen omtrent de intrekking van een hem verleende opdracht of omtrent het hem kenbaar gemaakte voornemen daartoe.

3. De accountant onderzoekt of de jaarrekening het in artikel 2:362 lid 1 Burgerlijk Wetboek vereiste inzicht geeft. Hij gaat voorts na of de jaarrekening aan de bij en krachtens de wet gestelde voorschriften voldoet, of het bestuursverslag voor zover hij dit kan beoordelen overeenkomstig de bij en krachtens de wet gestelde voorschriften is opgesteld en met de jaarrekening verenigbaar is, en of de in bedoeld wetsartikel lid 1 onderdelen b tot en met g vereiste gegevens zijn toegevoegd.
4. De accountant brengt omtrent zijn onderzoek verslag uit aan de raad van commissarissen en aan de Raad van Bestuur.
5. De accountant wordt voor de algemene vergadering uitgenodigd en is daarin bevoegd het woord te voeren.
6. De jaarrekening kan niet worden vastgesteld, indien het daartoe bevoegde orgaan geen kennis heeft kunnen nemen van de verklaring van de accountant, die aan de jaarrekening moet zijn toegevoegd, tenzij onder de overige gegevens een wettige grond worden meegedeeld waarom de verklaring ontbreekt.
7. De Raad van Bestuur zal in een apart hoofdstuk in het bestuursverslag de hoofdlijnen van de corporate governance structuur van de vennootschap uiteenzetten.

BOEKJAAR, JAARVERSLAG EN JAARREKENING

Artikel 30

1. Het boekjaar van de vennootschap is gelijk aan het kalenderjaar.
2. Jaarlijks binnen vier maanden na afloop van het boekjaar maakt de Raad van Bestuur een jaarrekening op en legt zij deze voor de aandeelhouders ter inzage ten kantore van de vennootschap. Binnen deze termijn legt de Raad van Bestuur ook het bestuursverslag over. De Raad van Bestuur zendt de jaarrekening ook toe aan de ondernemingsraad.
3. De jaarrekening wordt ondertekend door de leden van de Raad van Bestuur en door de commissarissen. Ontbreekt de ondertekening van een of meer van hen, dan wordt daarvan onder opgave van de reden melding gemaakt.
4. De jaarrekening wordt vastgesteld door de algemene vergadering.
5. De vennootschap zorgt dat de opgemaakte jaarrekening, het bestuursverslag en de krachtens artikel 2:392 lid 1 Burgerlijk Wetboek toe te voegen gegevens vanaf de oproep voor de algemene vergadering, bestemd tot hun behandeling, tot de afloop daarvan te haren kantore aanwezig zijn. Aandeelhouders en certificaathouders kunnen de stukken aldaar inzien en er kosteloos een afschrift van verkrijgen.
6. Bovendien kan een ieder de stukken, voor zover die na vaststelling openbaar gemaakt moeten worden, inzien en daarvan tegen ten hoogste de kostprijs een afschrift verkrijgen. Deze bevoegdheid vervalt zodra deze stukken zijn neergelegd ten kantore van het handelsregister.

7. Indien aandelen van de vennootschap, schuldbrieven of certificaten van deze aandelen, of schuldbrieven, die met haar medewerking zijn uitgegeven, zijn opgenomen in de prijscourant van enige beurs, maakt de vennootschap haar halfjaarcijfers openbaar zodra die beschikbaar zijn.
8. De vennootschap is op de voet van de artikelen 2:394 en volgende Burgerlijk Wetboek verplicht tot openbaarmaking van de jaarrekening binnen acht dagen na de vaststelling. De openbaarmaking geschiedt door neerlegging van een exemplaar ten kantore van het handelsregister. Daarop moet de dag van vaststelling zijn aangetekend.
9. Is de jaarrekening niet binnen twee maanden na afloop van de voor het opmaken voorgeschreven termijn overeenkomstig de wettelijke voorschriften vastgesteld, dan maakt de Raad van Bestuur onverwijld de opgemaakte jaarrekening openbaar.

Daarop wordt vermeld dat zij nog niet is vastgesteld.

10. Gelijktijdig met en op dezelfde wijze als de jaarrekening wordt een exemplaar van het bestuursverslag en van de overige in artikel 2:392 Burgerlijk Wetboek bedoelde gegevens openbaar gemaakt.

UITKERINGEN. RESERVES. VERLIEZEN

Artikel 31

1. De vennootschap kan aan de aandeelhouders en andere gerechtigden tot de voor uitkering vatbare winst slechts uitkeringen doen, voor zover haar eigen vermogen groter is dan het bedrag van het gestorte en opgevraagde deel van het kapitaal vermeerderd met de reserves die krachtens de wet of de statuten moeten worden aangehouden.
2. De Raad van Bestuur is, doch slechts met goedkeuring van de raad van commissarissen, bevoegd de winst geheel of gedeeltelijk toe te voegen aan de reserves.
3. De na reservering als bedoeld in het vorige lid eventueel resterende winst staat ter beschikking van de algemene vergadering.
4. Voor zover de algemene vergadering niet besluit tot uitkering van winst over enig boekjaar, wordt die winst bij de reserves gevoegd.
5. De Raad van Bestuur kan, doch slechts met goedkeuring van de raad van commissarissen, besluiten tot uitkering van interim-dividend, indien aan het vereiste van lid 1 van dit artikel is voldaan en daarvan blijkt uit een tussentijdse vermogensopstelling als bedoeld in artikel 2:105 lid 4 Burgerlijk Wetboek. De vennootschap legt de vermogensopstelling ten kantore van het handelsregister neer binnen acht dagen na de dag waarop het besluit tot uitkering wordt bekend gemaakt.
6. De algemene vergadering kan, op voorstel van de Raad van Bestuur, docht met goedkeuring van raad van commissarissen, besluiten tot winstuitkering ten laste van een voor uitkering vatbare reserve.
7. De algemene vergadering kan, op voorstel van de Raad van Bestuur, doch met goedkeuring van de raad van commissarissen, besluiten tot uitkering van winst in aandelen van de vennootschap of in certificaten daarvan, zulks onverminderd het in deze statuten ten aanzien van uitgifte van aandelen bepaalde.

8. Winstuitkeringen vinden plaats ter plaatse en ten tijde als door de algemene vergadering te bepalen, doch uiterlijk binnen een maand na het daartoe door de algemene vergadering genomen besluit.
9. Winstuitkeringen waarover binnen vijfjaar na de dag waarop zij opeisbaar zijn niet is beschikt, vervallen ten bate van de vennootschap.
10. Ten laste van de door de wet voorgeschreven reserves mag een tekort slechts worden gedelgd voor zover de wet dat toestaat.

ALGEMENE VERGADERINGEN VAN AANDEELHOUDERS

Artikel 32

1. Waar in deze statuten sprake is van "algemene vergadering" wordt daarmee bedoeld de algemene vergadering van aandeelhouders.
2. Alle algemene vergaderingen worden gehouden te Amsterdam of Eindhoven of Son.
3. Jaarlijks binnen zes maanden na afloop van het boekjaar wordt de jaarvergadering gehouden.

Andere algemene vergaderingen worden gehouden zo dikwijls de Raad van Bestuur of de raad van commissarissen dat nodig acht of indien een of meer houders van aandelen en certificaten die gezamenlijk ten minste een tiende gedeelte van het geplaatste kapitaal vertegenwoordigen, dat schriftelijk en onder nauwkeurige opgave van de te behandelen punten aan de Raad van Bestuur of de raad van commissarissen verzoeken. Indien de Raad van Bestuur of de raad van commissarissen niet binnen vier weken na het verzoek tot oproeping is overgegaan zodanig dat de vergadering binnen zes weken na het verzoek kan worden gehouden, kunnen de verzoekers door de voorzieningenrechter te 's-Hertogenbosch, worden gemachtigd zelf de oproeping te doen.

OPROEPING: AGENDA

Artikel 33

1. De algemene vergaderingen worden door de raad van commissarissen of de Raad van Bestuur bijeengeroepen.
2. Oproeping geschiedt voor de algemene vergadering door een langs elektronische weg openbaar gemaakte aankondiging, welke tot aan de aan de algemene vergadering rechtstreeks en permanent toegankelijk is.
3. De oproeping geschiedt niet later dan op de tweeënveertigste dag voor die van de vergadering.
4. Bij de oproeping worden de te behandelen onderwerpen vermeld, de plaats en het tijdstip van de algemene vergadering, de website van de vennootschap, de procedure voor deelname aan de algemene vergadering bij schriftelijk gevolmachtigde alsmede de procedure voor deelname aan de algemene vergadering en het uitoefenen van het stemrecht door middel van een elektronisch communicatiemiddel indien de Raad van Bestuur overeenkomstig artikel 36 lid 5 besluit dat dit mogelijk is.
5. Een of meer houders van aandelen die alleen of gezamenlijk tenminste een honderdste gedeelte van het geplaatste kapitaal vertegenwoordigen of tenminste een waarde vertegenwoordigen van vijftig miljoen euro (€ 50.000.000,00), hebben het recht om aan de Raad van Bestuur en de raad

van commissarissen een met redenen omkleed verzoek te doen om een onderwerp dan wel onderwerpen op de agenda van de algemene vergadering te plaatsen.

Deze verzoeken worden door de Raad van Bestuur en de raad van commissarissen overgenomen onder de voorwaarde dat het verzoek tenminste zestig dagen voor de datum van de algemene vergadering schriftelijk bij de Raad van Bestuur is ingediend.

Onder schriftelijk wordt voor de toepassing van dit lid verstaan: een bericht dat is overgebracht bij brief, telefax, e-mail of enig ander elektronisch communicatiemiddel, mits het leesbaar en reproduceerbaar is.

6. In de oproeping wordt melding gemaakt van het vereiste voor toegang als omschreven in artikel 36.

VOORZITTERSCHAP

Artikel 34

1. De algemene vergaderingen worden geleid door de voorzitter van de raad van commissarissen of indien deze afwezig is of in gebreke blijft, door een ander lid van de raad van commissarissen, daartoe door de aanwezige leden van die raad aangewezen.

Echter kan de raad van commissarissen ook een ander aanwijzen om de vergadering te leiden.

2. Indien alle leden van de raad van commissarissen afwezig zijn of in gebreke blijven en de raad van commissarissen ook geen ander als voorzitter heeft aangewezen, voorziet de vergadering zelve in het voorzitterschap, met dien verstande, dat zolang die voorziening niet heeft plaatsgehad, het voorzitterschap wordt waargenomen door een lid van de Raad van Bestuur, daartoe door de aanwezige leden van de Raad van Bestuur aangewezen.

NOTULEN

Artikel 35

1. Van het verhandelde in elke algemene vergadering worden notulen gehouden door een secretaris die door de voorzitter wordt aangewezen. De notulen worden door de voorzitter en de secretaris getekend.
2. Een certificaat door de voorzitter getekend, inhoudende de bevestiging dat de algemene vergadering van aandeelhouders een bepaald besluit heeft genomen, geldt als bewijs van een dergelijk besluit tegenover derden.
3. De notulen van de algemene vergadering worden uiterlijk drie maanden na afloop van de vergadering aan aandeelhouders op verzoek ter beschikking gesteld, waarna aandeelhouders gedurende de drie daaropvolgende maanden de gelegenheid hebben om op de notulen te reageren. De notulen worden vervolgens door de voorzitter en de secretaris vastgesteld.
4. De raad van commissarissen, de voorzitter of degene, die de vergadering heeft belegd, kan bepalen dat van het verhandelde een notarieel proces-verbaal van vergadering wordt opgemaakt, dan is het in lid 1 en 3 bepaalde niet van toepassing, en is medeondertekening door de voorzitter voldoende.

VERGADERRECHTEN

Artikel 36

1. Als stem- of vergadergerechtigde hebben te gelden zij die op de dag van registratie die rechten hebben en als zodanig zijn ingeschreven in een door de Raad van Bestuur aangewezen register, ongeacht wie ten tijde van de algemene vergadering de rechthebbenden op de aandelen of certificaten zijn.
2. De dag van registratie is de achtentwintigste dag voor die van de vergadering.
3. De vergaderrechten kunnen worden uitgeoefend bij een schriftelijk gevolmachtigde, mits de volmacht door de Raad van Bestuur is ontvangen ter plaatse en uiterlijk op de dag van registratie omschreven. De vennootschap dient aan de stem- of vergadergerechtigde de mogelijkheid te bieden om haar langs elektronische weg van de volmacht in kennis te stellen.
4. Indien het stemrecht op een aandeel aan de vruchtgebruiker of de pandhouder toekomt in plaats van aan de aandeelhouder of certificaathouder, is de aandeelhouder of certificaathouder bevoegd de algemene vergadering van aandeelhouders bij te wonen en daarin het woord te voeren, mits aan het bepaalde in lid 1 en lid 2 is voldaan. Lid 3 is van overeenkomstige toepassing.
5. De Raad van Bestuur kan besluiten dat iedere vergadergerechtigde bevoegd is om door middel van een elektronisch communicatiemiddel, hetzij in persoon, hetzij bij een schriftelijk gevolmachtigde, rechtstreeks kennis te nemen van de verhandelingen ter vergadering, daarin het woord te voeren en, voor zover hem stemrecht toekomt, zijn stemrecht uit te oefenen. Bovendien kan de Raad van Bestuur bepalen dat de vergadergerechtigde op de aangegeven wijze kan deelnemen aan de beraadslagingen.

Daartoe is vereist dat de vergadergerechtigde via het elektronisch communicatiemiddel kan worden geïdentificeerd en rechtstreeks kan kennisnemen van de verhandelingen ter vergadering en zijn stemrecht kan uitoefenen.
6. Bij of krachtens de statuten kunnen voorwaarden worden verbonden aan het gebruik van het elektronisch communicatiemiddel, mits deze voorwaarden redelijk en noodzakelijk zijn voor de identificatie van de stem- of vergadergerechtigde en de betrouwbaarheid en veiligheid van de communicatie. Deze voorwaarden zullen bij de oproeping tot de algemene vergadering bekend worden gemaakt.
7. De Raad van Bestuur kan besluiten dat stemgerechtigden binnen door de Raad van Bestuur vast te stellen periode voorafgaand aan de algemene vergadering, welke periode niet eerder kan aanvangen dan de in lid 2 bedoelde registratiedatum, via een door de Raad van Bestuur te bepalen elektronisch communicatiemiddel of per brief hun stem kunnen uitbrengen. Stemmen uitgebracht in overeenstemming met het bepaalde in de vorige zin, worden gelijkgesteld met stemmen die ten tijde van de vergadering worden uitgebracht. Onverminderd het bepaalde in dit artikel wordt bij de oproeping vermeld op welke wijze de stem- en vergadergerechtigden hun rechten voorafgaand aan de algemene vergadering kunnen uitoefenen.
8. De leden van de Raad van Bestuur en de commissarissen hebben als zodanig in de algemene vergaderingen een raadgevende stem.
9. Omtrent toelating van andere personen dan de hiervoor in dit artikel genoemde beslist de voorzitter.

10. Iedere stemgerechtigde of zijn vertegenwoordiger moet de presentielijst tekenen, tenzij gebruik wordt gemaakt van lid 5 of lid 7 van dit artikel.
11. Elk nominaal bedrag aan aandelen van vijftig eurocent (€ 0,50) geeft recht tot het uitbrengen van één stem.

BESLUITVORMING

Artikel 37

1. Alle besluiten worden genomen met volstrekte meerderheid van stemmen, voorzover bij de Wet of deze statuten geen grotere meerderheid is voorgeschreven.
2. Staken de stemmen dan is het voorstel verworpen.
3. Stemming over personen geschiedt schriftelijk met ongetekende briefjes.

Andere stemmingen geschieden mondeling.

Stemming bij acclamatie is mogelijk, wanneer niemand der stemgerechtigde aanwezigen zich daartegen verzet.

4. Blanco stemmen en stemmen uitgebracht op getekende briefjes zijn van onwaarde. Het ter vergadering uitgesproken oordeel van de voorzitter dat door de algemene vergadering een besluit is genomen, is beslissend.

Hetzelfde geldt voor de inhoud van een genomen besluit voorzover gestemd werd over een niet schriftelijk vastgelegd voorstel.

Wordt echter onmiddellijk na het uitspreken van dat oordeel de juistheid daarvan betwist, dan vindt een nieuwe stemming plaats wanneer de meerderheid der aanwezige stemgerechtigden, of indien de oorspronkelijke stemming niet hoofdelijk of schriftelijk geschiedde, een stemgerechtigde aanwezige dit verlangt.

5. Door deze nieuwe stemming vervallen de rechtsgevolgen van de oorspronkelijke stemming. Een unanieme schriftelijke verklaring van de gezamenlijke aandeelhouders heeft dezelfde rechtskracht als een besluit, genomen met algemene stemmen in de algemene vergadering, tenzij er certificaathouders zijn.

STATUTENWIJZIGING EN ONTBINDING

Artikel 38

1. De algemene vergadering kan een besluit nemen tot wijziging van de statuten of tot ontbinding met een volstrekte meerderheid van de uitgebrachte stemmen, echter alleen (i) op voorstel van de raad van bestuur dat is goedgekeurd door de raad van commissarissen of (ii) indien zulk een voorstel ontbreekt, met goedkeuring van zowel de raad van bestuur als de raad van commissarissen. Een dergelijk voorstel moet steeds in de oproeping tot de algemene vergadering van aandeelhouders worden vermeld.
2. Wanneer aan de algemene vergadering een voorstel tot statutenwijziging wordt gedaan, moet tegelijkertijd een afschrift van het voorstel, waarin de voorgestelde wijziging woordelijk is opgenomen, op het kantoor van de vennootschap ter inzage van aandeelhouders en andere personen met vergaderrechten tot de afloop der vergadering worden neergelegd; tevens dient

een afschrift van het voorstel voor aandeelhouders en andere personen met vergaderrechten van de dag van de nederlegging tot die van de vergadering kosteloos verkrijgbaar te worden gesteld.

VEREFFENING

Artikel 39

1. Ingeval van ontbinding der vennootschap is de Raad van Bestuur belast met de vereffening van de zaken der vennootschap en de raad van commissarissen met het toezicht daarop, behoudens het bepaalde in artikel 2:23 lid 2 Burgerlijk Wetboek.
2. Gedurende de vereffening blijven de bepalingen van de statuten voorzoveel mogelijk van kracht.
3. Van hetgeen na voldoening van schuldeisers overblijft van het vermogen van de ontbonden vennootschap wordt uitgekeerd aan houders van aandelen naar rato van hun bezit aan die aandelen.

15. ADVISERS

15.1 Advisers to the Offeror

Legal adviser

Allen & Overy LLP
Apollolaan 15
1077 AB Amsterdam
The Netherlands

Financial advisers

Van Lanschot Kempen N.V.
Beethovenstraat 300
1077 WZ Amsterdam
The Netherlands

Joh. Berenberg, Gossler &
Co. KG
Frankfurt Branch
Bockenheimer Landstraße 25
60325 Frankfurt am Main
Germany

15.2 Advisers to Neways

Legal adviser

AKD N.V.
Gustav Mahlerlaan 2970
1081 LA Amsterdam
The Netherlands

Financial adviser

ABN AMRO Bank N.V.
Corporate & Institutional
Banking – Corporate Finance
department
Gustav Mahlerlaan 10
1822 PP Amsterdam
The Netherlands

Financial adviser to the Supervisory Board

AXECO Corporate Finance
B.V.
De Boelelaan 411
1082 RJ Amsterdam
The Netherlands