

NOTICE OF MEETING AND EXTRAORDINARY RESOLUTION

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF BONDHOLDERS. IF BONDHOLDERS ARE IN ANY DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD CONSULT THEIR OWN INDEPENDENT PROFESSIONAL ADVISERS.

CM.com N.V. (the Issuer)

(a public limited liability company (naamloze vennootschap) incorporated under the laws of the Netherlands with its corporate seat (statutaire zetel) in Breda, the Netherlands)

NOTICE OF A MEETING

of the holders (the **Bondholders**) of those of the
€100,000,000 2.00 per cent. Convertible Bonds due 2026 (the **Bonds**)
of the Issuer presently outstanding

NOTICE IS HEREBY GIVEN that a virtual meeting (the **Meeting**) of the Bondholders convened by the Issuer will be held via video conference on Microsoft Teams (the **Virtual Meeting Platform**) on 6 March 2025 at 10.00 a.m. (CET) for the purpose of considering and, if thought fit, passing the resolution set out below in respect of the Bonds which will be proposed as an Extraordinary Resolution at the Meeting in accordance with the provisions of the trust deed dated 9 September 2021 made between, *inter alios*, the Issuer and Stichting Trustee CM.com as trustee for the Bondholders (the **Trustee**), (the **Trust Deed**) constituting the Bonds. Unless the context otherwise requires, capitalised terms used but not defined in this Notice shall have the meaning given to them in the Trust Deed, the Conditions (as defined below) or the Extraordinary Resolution as applicable.

BACKGROUND

The Issuer has convened the Meeting for the purpose of enabling Bondholders to consider and resolve, if they think fit, to pass the Extraordinary Resolution proposed in relation to the Bonds.

Bondholders are further given notice that the Issuer has invited all Bondholders (such invitation, the **Consent Solicitation**) to consent to the proposal by the Issuer (the **Proposal**) for Bondholders to approve, by Extraordinary Resolution at the Meeting, the extension of the maturity date of the Bonds by amending the definition of “Maturity Date” in the Terms and Conditions of the Bonds as set out in Schedule 1 to the Trust Deed (the **Conditions**) as described in paragraph 1 of the Extraordinary Resolution below, all as further described in the Tender and Consent Memorandum dated 12 February 2025 prepared by the Issuer (the **Tender and Consent Memorandum**).

In conjunction with the Consent Solicitation, the Issuer is also inviting Eligible Bondholders to tender any and all Bonds held by them for purchase by the Issuer for cash (the **Tender Offer**) on the terms set out in the Tender and Consent Memorandum subject to certain offer restrictions as more fully described in the Tender and Consent Memorandum.

Subject to the terms and conditions contained in the Tender and Consent Memorandum, (i) the Issuer is offering a cash payment (the **Early Voting Fee**) in respect of the Bonds that are the subject of valid **Solicitation Instructions** in favour of the Extraordinary Resolution, and (ii) the Issuer is offering a cash payment of the Early Purchase Price in respect of the Bonds that are the subject of valid **Tender Instructions**, each to Bondholders who provide, and do not subsequently validly revoke, Solicitation Instructions or Tender Instructions, as the case may be, prior to 5.00 p.m. (CET) on 21 February 2025 (the **Early Deadline**). Bondholders that deliver valid Tender Instructions to the Tender and Tabulation

Agent after the Early Deadline but on or before the Final Deadline will be eligible for the Late Purchase Price.

Rationale for the Tender Offer and Proposal

The purpose of the Tender Offer and the Proposal is to:

- (a) provide liquidity to Bondholders and proactively manage the Offeror's balance sheet; and
- (b) extend the debt maturity profile of the Offeror by amending the maturity date of any Bonds that remain outstanding to 9 September 2031.

Timetable

The indicative timetable is summarised below:

Event	Indicative Timetable
Commencement of the Tender Offer, Consent Solicitation and announcement of the Proposal	12 February 2025
Early Deadline / Ineligible Instruction Early Deadline (in the case of Ineligible Bondholders)	5.00 p.m. (CET) on 21 February 2025
Final Deadline	5.00 p.m. (CET) on 3 March 2025
Meeting	10.00 a.m. (CET) on 6 March 2025
Announcement of results and (if applicable) execution of the Supplemental Trust Deed	As soon as reasonably practicable after the Meeting on 6 March 2025
Expected Settlement Date of the Tender Offer	11 March 2025

Bondholders (other than Ineligible Bondholders) are advised to read carefully the Tender and Consent Memorandum for full details of, and information on, the procedures for participating in the Tender Offer and the Proposal.

Trustee

In accordance with normal practice, the Trustee expresses no opinion as to the merits of the Proposal as presented to the Bondholders in the Tender and Consent Memorandum and referred to below in this Notice (which it is was not involved in negotiating). It has, however, authorised it to be stated that, on the basis of the information set out in the Tender and Consent Memorandum (which it recommends Bondholders to read carefully), and in this Notice, it has no objection to the Extraordinary Resolution being submitted to the Bondholders for their consideration. The Trustee has, however, not been involved in formulating the Extraordinary Resolution, the Proposal or the Consent Solicitation and makes (i) no representation that all relevant information has been disclosed to Bondholders in the Tender and Consent Memorandum and in this Notice, nor (ii) any representation as to the accuracy, validity or correctness of the statements made in the Tender and Consent Memorandum and this Notice. Accordingly, the Trustee urges Bondholders who are in any doubt as to the impact of the implementation of the Proposal to seek their own independent financial advice.

EXTRAORDINARY RESOLUTION

“THAT this meeting (the **Meeting**) of the holders of the €100,000,000 2.00 per cent. Convertible Bonds due 2026 of CM.com N.V. presently outstanding (the **Bonds** and the **Issuer** respectively) constituted by the Trust Deed dated 9 September 2021 made, *inter alios*, between the Issuer and Stichting Trustee CM.com (the **Trustee**) as trustee for the holders of the Bonds (the **Bondholders**) (the **Trust Deed**) hereby:

1. assents to the modification of the Terms and Conditions of the Bonds as set out in Schedule 1 to the Trust Deed (the **Conditions**) by amending the definition of “Maturity Date” as included in Section 1.1 of the Conditions by replacing reference to “9 September 2026” with “9 September 2031”;
2. approves the Proposal (as defined below) and its implementation on and subject to the terms and conditions set out in the Tender and Consent Memorandum dated 12 February 2025 prepared by the Issuer (the **Tender and Consent Memorandum**);
3. authorises, directs, requests and empowers the Trustee to concur in the modifications referred to in paragraph (1) of this Extraordinary Resolution and, in order to give effect thereto and to implement the same, on or shortly after the passing of this Extraordinary Resolution and subject to the conditions set out in paragraph (7) below to execute the Supplemental Trust Deed substantially in the form of the draft produced to this Meeting and for the purpose of identification signed by the Chairman thereof with such amendments (if any) thereto as the Issuer shall require and approved by the Trustee and to concur in, and to execute and do, all such other deeds, instruments, acts and things as may be necessary, desirable or appropriate, in the sole discretion of the Trustee, to carry out and give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph (1) of this Extraordinary Resolution;
4. sanctions and consents to every abrogation, modification, compromise or arrangement in respect of the rights of the Bondholders appertaining to the Bonds against the Issuer, whether or not such rights arise under the Conditions, the Trust Deed, or otherwise involved in or resulting from or to be effected by, the modifications referred to in paragraph (1) of this Extraordinary Resolution and their implementation;
5. assents to, approves and sanctions the execution of the supplemental trust deed by the relevant parties thereto (in the form of the draft produced to this Meeting and signed by the Chairman thereof for the purposes of identification with such amendments thereto (if any) as the Issuer shall require and approved by the Trustee) (the **Supplemental Trust Deed**), in order to give effect to the matters referred to in paragraph (1) above;
6. discharges, holds harmless, indemnifies and exonerates the Trustee from all liability, costs and expenses for which it may have become or may become responsible or liable under the Trust Deed or the Bonds in respect of any act or omission in connection with the Proposal, the Consent Solicitation or this Extraordinary Resolution and their implementation (including the modifications referred to in paragraph (1) of this Extraordinary Resolution), even if it is found that there is or was a defect in the constitution of this Meeting or the passing of this Extraordinary Resolution;
7. declares that the implementation of this Extraordinary Resolution shall be in all respects conditional on:

- (a) the Issuer not having previously terminated the Consent Solicitation and not having terminated the Tender Offer in accordance with the provisions for such termination set out in the Tender and Consent Memorandum; and
 - (b) the quorum required for, and the requisite majority of votes cast at, the Meeting being satisfied (in the determination of the Issuer) by Eligible Bondholders, irrespective of any participation at the Meeting by Ineligible Bondholders (the **Eligibility Condition**) and that, in the event the Extraordinary Resolution is passed at the Meeting but the Eligibility Condition is not satisfied, the chairman of the Meeting and the Trustee are hereby authorised, directed, requested and empowered to adjourn this Meeting on the same basis (including quorum) as for an adjournment of the Meeting where the necessary quorum is not obtained, for the purpose of reconsidering resolutions (1) to (8) of this Extraordinary Resolution at the adjourned Meeting in which case the Eligibility Condition will be satisfied if the quorum required for, and the requisite majority of votes cast at, the adjourned Meeting are satisfied by Eligible Bondholders irrespective of any participation at the adjourned Meeting by Ineligible Bondholders; and
8. acknowledges that the term (i) **Consent Solicitation**, as used in this Extraordinary Resolution, shall mean the invitation by the Issuer to all Bondholders to consent to the Proposal as described in the Tender and Consent Memorandum and as the same may be amended in accordance with its terms, (ii) **Proposal** shall mean the modifications to the Conditions as described in paragraph (1) of this Extraordinary Resolution, all as further described in the Tender and Consent Memorandum; (iii) **Eligible Bondholder** means each Bondholder who is (a) located and resident outside the United States and not a U.S. person (as defined in Regulation S under the United Securities Act of 1933) and (b) otherwise a person to whom the Consent Solicitation can be lawfully made and that may lawfully participate in the Consent Solicitation; and (iv) **Ineligible Bondholder** means each Bondholder who is not an Eligible Bondholder.

EARLY VOTING FEE

The Issuer will pay to the Bondholders (other than Ineligible Bondholders, as to which see “*Ineligible Holder Payment*” below) from whom a valid Solicitation Instruction in favour of the Extraordinary Resolution is received by the Tender and Tabulation Agent on or before the Early Deadline of 5.00 p.m. (CET) on 21 February 2025, the Early Voting Fee, subject to (i) such Solicitation Instruction not being revoked (in the limited circumstances in which such revocation is permitted), (ii) the Extraordinary Resolution being duly passed and implemented and (iii) the Issuer not having previously terminated the Consent Solicitation or the Proposal in accordance with the provisions for such termination set out in the Tender and Consent Memorandum, all as more fully described in the Tender and Consent Memorandum. Only Bondholders who deliver, or arrange to have delivered on their behalf, valid Solicitation Instructions in respect of the Extraordinary Resolution on or before the Early Deadline (which are not subsequently revoked, in the limited circumstances in which such revocation is permitted) will be eligible to receive the Early Voting Fee.

Bondholders who have not delivered or arranged for the delivery of a Solicitation Instruction or Tender Instruction as provided above but who wish to attend and vote at the Meeting in person or via the Virtual Meeting Platform or to make other arrangements to be represented or to vote at the Meeting may do so in accordance with the voting and quorum procedures set out in this Notice and the provisions for meetings of Bondholders set out in Schedule 4 to the Trust Deed. However, such Bondholders will not be eligible to receive any Early Voting Fee. Only Bondholders who deliver, or arrange to have delivered on their behalf, valid Solicitation Instructions in favour of the Extraordinary Resolution on or before the Early Deadline will be eligible to receive the Early Voting Fee.

INELIGIBLE HOLDER PAYMENT

Any Bondholder who is not eligible to participate in the Tender Offer or who is not eligible to deliver a Solicitation Instruction, on the basis that such Bondholder is either (i) a U.S. Person and/or located or resident in the United States and/or (ii) a person to whom the Consent Solicitation cannot otherwise be lawfully made (each an Ineligible Bondholder) may be eligible, to the extent permitted by applicable laws and regulations, to receive an equivalent cash amount to the Early Voting Fee (the Ineligible Holder Payment).

To be eligible for the Ineligible Holder Payment, an Ineligible Bondholder must deliver, or arrange to have delivered on its behalf, a valid Ineligible Holder Instruction in favour of the Extraordinary Resolution that is received by the Tender and Tabulation Agent on or before 5.00 p.m. (CET) on 21 February 2025 (the **Ineligible Instruction Early Deadline**) and is not subsequently revoked. Ineligible Bondholders who submit (and do not revoke) valid Ineligible Holder Instructions after the Ineligible Instruction Early Deadline but on or before 5.00 p.m. (CET) on 3 March 2025 (subject to the right of the Offeror to extend, re-open, amend and/or terminate the Proposal) (the **Final Deadline**) will not be eligible to receive the Ineligible Holder Payment.

Only Ineligible Bondholders may submit Ineligible Holder Instructions and be eligible to receive the Ineligible Holder Payment. By delivering, or arranging for the delivery on its behalf, of an Ineligible Holder Instruction in accordance with the procedures described below, a Bondholder shall be deemed to agree, acknowledge and represent to the Offeror, the Tender and Tabulation Agent, the Trustee, the Principal Paying Agent, the Registrar and the Dealer Managers that it is an Ineligible Bondholder. Eligibility for the Ineligible Holder Payment is subject to the passing and implementation of the Extraordinary Resolution (which implementation is itself subject to the Consent Conditions) and the execution by, *inter alios*, the Offeror and the Trustee of the Supplemental Trust Deed.

Where payable, Ineligible Holder Payments are expected to be paid by the Offeror to the relevant Ineligible Bondholders on the Settlement Date in the same manner as the payment of the Early Voting Fee.

By submitting an Ineligible Holder Instruction which is received by the Tender and Tabulation Agent before the Final Deadline, an Ineligible Bondholder will instruct the Principal Paying Agent to appoint one or more representatives of the Tender and Tabulation Agent as its proxy to attend the Meeting (and any adjourned such Meeting) via the Virtual Meeting Platform and vote in favour of or against (as specified in the relevant Ineligible Holder Instruction) the Extraordinary Resolution, and will be deemed to represent that:

(a) it is not located, incorporated, organised, national or resident in a country or territory which is the target of comprehensive country sanctions administered or enforced by any Sanctions Authority and that it is not a person that is, or is directly or indirectly owned or controlled by a person that is, described or designated in (i) the most current “Specially Designated Nationals and Blocked Persons” list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>) or (ii) the “Foreign Sanctions Evaders List” (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/fse/fselist.pdf>) or (iii) the most current “Consolidated list of persons, groups and entities subject to EU financial sanctions” (which as of the date hereof can be found at: <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en>) or (iv) the most current consolidated list of “Financial sanctions targets: list of all asset freeze targets” published by the UK Office of Financial Sanctions Implementation (OFSI) (which as of the date hereof can be found at: <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>); or it is not otherwise the subject of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (A) the most current “Sectoral Sanctions Identifications” list (which as of the date hereof can be found at:

<https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the **SSI List**), (B) Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended (the **EU Annexes**), or (C) the current list of “Designated Persons: Russia” published by OFSI (which as at the date hereof can be found at: <https://assets.publishing.service.gov.uk/media/6762b3a3cdb5e64b69e30749/Russia.pdf>) (the **OFSI List**) or (D) any other list maintained by a Sanctions Authority, with similar effect to the SSI List, the EU Annexes or the OFSI List;

(b) by blocking the relevant Bonds in the relevant Clearing System, it will be deemed to consent, in the case of a Direct Participant, to have such Clearing System provide details concerning its identity to the Tender and Tabulation Agent (and for the Tender and Tabulation Agent to provide such details to the Offeror and the Dealer Managers, and their respective legal advisers);

(c) none of the Offeror, the Dealer Managers, the Trustee, the Principal Paying Agent, the Registrar and the Tender and Tabulation Agent or any of their respective directors, employees, affiliates or agents has given it any information with respect to the Extraordinary Resolution save as expressly set out in this Notice nor has any of them expressed any opinion about the terms of any Extraordinary Resolution or made any recommendation to it as to whether it should participate at the Meeting or whether to vote in favour of or against (or how to vote in respect of) the Extraordinary Resolution and it has made its own decision based on financial, tax or legal advice it has deemed necessary to seek and is assuming all the risks inherent in voting on the Extraordinary Resolution; and

(d) no information has been provided to it by the Offeror, the Dealer Managers, the Trustee, the Principal Paying Agent, the Registrar or the Tender and Tabulation Agent, or any of their respective agents, affiliates, directors or employees, with regard to the tax consequences for a Bondholder arising from the implementation of any Extraordinary Resolution or the receipt by it of the Ineligible Holder Payment (if applicable),

and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of its receipt of any Ineligible Holder Payment, and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Offeror, the Dealer Managers, the Trustee, the Principal Paying Agent, the Registrar or the Tender and Tabulation Agent, or any of their respective agents, affiliates, directors or employees, or any other person in respect of such taxes and payments.

The representation set out at (a) above shall not apply to the extent that they would result in a violation of Council Regulation (EC) No 2271/1996 of 22 November 1996 (the **EU Blocking Regulation**) and/or any law or regulation implementing such Regulation in any member state of the European Union or Council Regulation (EC) No 2271/96 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018.

Submission of Ineligible Holder Instructions

In respect of any Bonds held through Euroclear or Clearstream, Luxembourg, the submission of Ineligible Holder Instructions will be deemed to have occurred upon receipt by the Tender and Tabulation Agent from Euroclear or Clearstream, Luxembourg, as applicable, of a valid instruction (an **Ineligible Holder Instruction**) submitted in accordance with the requirements of Euroclear or Clearstream, Luxembourg, as applicable.

Each such Ineligible Holder Instruction must specify, among other things, the aggregate principal amount of the Bonds to which such Ineligible Holder Instruction relates, and that the Ineligible Bondholder wishes to instruct the Principal Paying Agent to appoint one or more representatives of the Tender and Tabulation Agent to attend the Meeting (and any adjourned such Meeting) and to vote in favour of or against (as specified in the relevant Ineligible Holder Instruction) the Extraordinary Resolution. The receipt of such Ineligible Holder Instruction by Euroclear or Clearstream, Luxembourg,

as applicable, will be acknowledged in accordance with the standard practices of Euroclear or Clearstream, Luxembourg, as applicable, and will result in the blocking of the relevant Bonds in the relevant Ineligible Bondholder's account with Euroclear or Clearstream, Luxembourg, as applicable, so that no transfers may be effected in relation to such Bonds until the earlier of (a) if the Extraordinary Resolution is not passed and/or not implemented, the conclusion of the Meeting (or, if applicable, any adjournment of such Meeting); (b) the date of any termination of the Consent Solicitation; (c) the date on which the Ineligible Holder Instruction is revoked, in the limited circumstances in which such revocation is permitted (including the automatic revocation on the termination of the Consent Solicitation) and provided any such revocation is received by the Tender and Tabulation Agent more than 48 hours before the time set for the Meeting; or (d) if the Extraordinary Resolution is passed and implemented, the time of the settlement on the Settlement Date.

Only Direct Participants (as defined under “*Voting and Quorum*” below) may submit Ineligible Holder Instructions. Each beneficial owner of Bonds who is an Ineligible Bondholder and is not a Direct Participant, must arrange for the Direct Participant through which such beneficial owner of Bonds who is an Ineligible Bondholder holds its Bonds to submit an Ineligible Holder Instruction on its behalf to Euroclear or Clearstream, Luxembourg, as applicable, before the deadlines specified by the relevant Clearing System.

Bondholders are advised to check with any bank, securities broker or other intermediary through which they hold their Bonds when such intermediary would need to receive instructions from a Bondholder in order for such Bondholder to submit an Ineligible Holder Instruction by the deadline specified above. The deadlines set by any such intermediary and each Clearing System for the submission and revocation of Ineligible Holder Instructions will be earlier than the deadline specified above.

GENERAL

Copies of the Trust Deed (including the Terms and Conditions of the Bonds) and the draft Supplemental Trust Deed referred to in the Extraordinary Resolution set out above and of certain other relevant documents will be available for inspection by Bondholders at the specified offices of the Trustee and the Agents and may be obtained from the Tender and Tabulation Agent, the contact details for whom are set out below.

Copies of the Trust Deed, the Tender and Consent Memorandum and the current draft of the Supplemental Trust Deed referred to in the Extraordinary Resolution are also available for inspection by the Bondholders at the offices of CM.com N.V., Konijnenberg 30, 4825 BD Amsterdam, The Netherlands for 15 minutes before the Meeting and are also available for viewing on the website of the Offeror at <https://www.cm.com/investor-relations/convertible-bonds/>. Any revised version of the draft Supplemental Trust Deed made available as described above and marked to indicate changes to the draft made available on the date of this Notice will supersede the previous draft and the Bondholders will be deemed to have notice of such changes.

The attention of Bondholders is particularly drawn to the procedures for voting, quorum and other requirements for the passing of the Extraordinary Resolution at the Meeting or any meeting held following any adjournment of the Meeting, which are set out in paragraph 2 of “*Voting and Quorum*” below. Having regard to such requirements, Bondholders are strongly urged either to attend the Meeting via the Virtual Meeting Platform or to take steps to be represented at the Meeting (including by way of submitting Solicitation Instructions in respect of the Proposal or submitting Tender Instructions) as soon as possible.

VOTING AND QUORUM

Bondholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Tender Instruction, Solicitation Instruction or Ineligible Holder Instruction in respect of the Extraordinary Resolution, by which they will have given instructions for the appointment of one or more representatives of the Tender and Tabulation Agent by the Paying Agent as their proxy to vote (a) in the case of Tender Instructions, in favour of, or (b) in the case of Solicitation Instructions or Ineligible Holder Instructions, in favour of or against (as specified in the relevant Solicitation Instruction or Ineligible Holder Instruction) the Extraordinary Resolution at the Meeting (or any adjourned Meeting), need take no further action to be represented at the Meeting (or any adjourned Meeting).

Bondholders who have not submitted a Tender Instruction or a Solicitation Instruction or Ineligible Holder Instruction in respect of the Extraordinary Resolution should take note of the provisions set out below detailing how such Bondholders can attend or take steps to be represented at the Meeting (references to which, for the purpose of such provisions, include, unless the context otherwise requires, any adjourned Meeting).

The provisions governing the convening and holding of a Meeting are set out in Schedule 4 to the Trust Deed, a copy of which is available from the date of this Notice to the conclusion of the Meeting (or any adjourned Meeting) as set out above.

1. Each person (a **beneficial owner**) who is the owner of a particular principal amount of the Bonds through Euroclear Bank SA/NV (**Euroclear**), Clearstream Banking S.A. (**Clearstream, Luxembourg**), or a person who is shown in the records of Euroclear or Clearstream, Luxembourg as a holder of Bonds (a **Direct Participant**), should note that a beneficial owner will only be entitled to vote at the Meeting via the Virtual Meeting Platform in accordance with the procedures set out below and where a beneficial owner is not a Direct Participant it will need to make the necessary arrangements, either directly or with the intermediary through which it holds its Bonds, for the Direct Participant to complete these procedures on its behalf.

A Bondholder wishing to attend the Meeting via the Virtual Meeting Platform must give notice in writing to the Trustee by email to NLSupervisory@iqeq.com no later than 48 hours before the time fixed for the Meeting. Such notice shall specify the full name of the person, the capacity in which they are attending and (if voting) the principal amount of Bonds they hold or represent and their email contact details. The notice shall be accompanied by an electronic copy of a valid identification document (passport or driving licence), a valid voting certificate issued by any Agent relating to the Bond(s) and sufficient evidence of blocking the Bonds such person holds (together with the information required to be included in such notice, the **Bondholder Attendance Procedures**).

The Trustee will host the video conference by Microsoft Teams, a secure platform, used for confidential meetings. Bondholders who have had their identities verified by the Trustee, have complied with Bondholder Attendance Procedures and wish to attend the video-conference will be provided by the Trustee, or the Issuer, with the dial in details to the Video Meeting Platform on the morning of the Meeting (and in any event before the start of the Meeting). Such dial-in details will be provided to relevant Bondholders by email, to the email address that the relevant Bondholder used when providing notice to the Trustee of their intention to attend the Meeting via the Virtual Meeting Platform.

A Bondholder not wishing to attend and vote at the Meeting via the Virtual Meeting Platform may give a voting instruction (by giving his voting instructions to Clearstream, Luxembourg and/or Euroclear or on a voting instruction form obtainable from the specified offices of any

Agent set out below) instructing any Agent to appoint any person as a proxy to act on his or its behalf at the Meeting.

A Bondholder must request the relevant Clearing System to block the Bonds in his own account and to hold the same to the order or under the control of an Agent not later than 48 hours before the time appointed for holding the Meeting in order to obtain voting certificates or give voting instructions in respect of the relative Meeting. Bonds so blocked will not be released until the earlier of:

- (a) if the Extraordinary Resolution is not passed and/or not implemented, the conclusion of the Meeting (or, if applicable, any adjournment of such Meeting);
 - (b) the date of any termination of the Consent Solicitation; or
 - (c) if the Extraordinary Resolution is passed and implemented, the time of the settlement on the Settlement Date; and
 - (d)
 - (i) in respect of voting certificate(s), the surrender to an Agent of such voting certificate(s) and notification by the relevant Agent to the relevant Clearing System of such surrender or the compliance in such other manner with the rules of the relevant Clearing System; or
 - (ii) in respect of voting instructions, not less than 48 hours before the time for which the Meeting (or, if applicable, any adjournment of such Meeting) is convened, the notification in writing of any revocation of a Bondholder's previous instructions to the relevant Agent and the same then being notified in writing by the relevant Agent to the Issuer and the Trustee at least 24 hours before the time appointed for holding the Meeting and such Bonds ceasing in accordance with the procedures of the relevant Clearing System and with the agreement of such Agent to be held to its order or under its control.
2. The quorum required at the Meeting is one or more persons present at the Meeting holding Bonds or being proxies or representatives and holding or being proxies and representing in the aggregate not less than two-thirds in principal amount of the Bonds for the time being outstanding. If a quorum is not present at the Meeting, the Meeting will be adjourned and the Extraordinary Resolution will be considered at an adjourned Meeting (notice of which will be given to the Bondholders). The quorum at such an adjourned Meeting will be one or more persons so present holding Bonds or being proxies or representative and holding or representing in the aggregate not less than one-half in principal amount of the Bonds for the time being outstanding.
- Bondholders should note this high quorum requirement and should be aware that if the Bondholders either present or appropriately represented at the Meeting are insufficient to form a quorum the Extraordinary Resolution, and consequently the Proposal, cannot be formally considered thereat. Bondholders are therefore encouraged either to attend the Meeting via the Virtual Meeting Platform or to arrange to be represented at the Meeting as soon as possible.
3. In the event such quorum is not present within 15 minutes from the time initially fixed for a Meeting such Meeting shall be adjourned until such date, not less than 14 nor more than 42 days later and at a time and place as the Chairman may decide. If a quorum is not present within 15 minutes from the time fixed for a Meeting so adjourned, the Meeting shall be dissolved.
4. Every question submitted to the Meeting held via the Virtual Meeting Platform will be decided via a poll. On a poll every person who is so present shall have one vote in respect of each

€100,000 in principal amount of Bonds so produced or represented or in respect of which he is a proxy or a representative. Without prejudice to the obligations of proxies, any person entitled to more than one vote need not use them all or cast them all in the same way. In case of equality of votes the Chairman shall have a casting vote in addition to any other votes which he may have as a Bondholder or as a proxy or representative.

5. To be passed, the Extraordinary Resolution requires a majority in favour consisting of not less than 75 per cent. of the votes cast by persons eligible to vote at the Meeting. If passed, the Extraordinary Resolution will be binding upon all the Bondholders, whether or not present at such Meeting and whether or not voting.
6. If passed, the Issuer shall give notice of the Extraordinary Resolution to Bondholders within 14 days of the Meeting, but failure to do so shall not invalidate the Extraordinary Resolution.
7. It is acknowledged that the communication and transmission systems and information sharing platforms used for a virtual meeting may not be secure and there are security and other risks associated with the use of these systems and platforms. In no event shall the Issuer, the Trustee, the Tender and Tabulation Agent, the Principal Paying Agent, the Registrar or any other agent be liable for any losses or liabilities to any person as a result of, or in connection with, receiving or transmitting any information relating to the holding or conducting of virtual meeting via any non-secure method of transmission or communication or the use of any information sharing platform. This notice and any non-contractual obligations arising out of, or in connection with, it shall be governed by, and shall be construed in accordance with, Dutch law.

This Notice is given by:

CM.com N.V.
Konijnenberg 30
4825 BD Breda
Netherlands

Dated 12 February 2025.

PAYING AGENT AND REGISTRAR

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

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Two Park Place
Hatch Street
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Ireland