

WITHDRAWAL APPLICATION FORM

During the extraordinary general meeting of shareholders of Wright Medical Group N.V. (“**Wright**”) held on April 24, 2020 (“**EGM**”) it was resolved that Wright may be merged with and into Wright Luxembourg S.A. (“**Wright Luxembourg**”) pursuant to Title X, Chapter II of the Luxembourg Company Law and Section 2:309 et seq. and Section 2:333b et seq. DCC, as a result of which all the assets and liabilities of Wright would be transferred to Wright Luxembourg by universal succession of title and Wright shall cease to exist (the “**Merger**”), in accordance with the common draft terms of the cross-border merger that was signed on March 13, 2020 by the management boards of Wright and Wright Luxembourg (“**Merger Proposal**”).

Any shareholder of Wright that voted against the Merger has the right to elect not to become a shareholder of Wright Luxembourg (“**Withdrawal Right**”) and file a request for compensation with Wright (“**Withdrawal Application**”) in accordance with article 2:333h paragraph 1 of the Dutch Civil Code (such shareholder being a “**Withdrawing Shareholder**”) within one month after the EGM (“**Withdrawal Period**”).

A Withdrawing Shareholder can only exercise the Withdrawal Right for its shares in Wright that such Withdrawing Shareholder (i) held at the record date for the EGM and which such Withdrawing Shareholder voted against the Merger Proposal, (ii) submits the applicable share certificates to Wright no later than ten (10) business days after the expiration of the Withdrawal Period, and (iii) still holds at the time of the Withdrawal Application and immediately prior to the effective time of the Merger (“**Exit Shares**”). A shareholder of Wright who has voted in favor of the Merger Proposal at the EGM, abstained from voting, or was not present or represented at the EGM, does not have a Withdrawal Right.

IMPORTANT NOTE

Shareholders that voted against the Merger Proposal must consider separately whether to exercise their statutory Withdrawal Right. An election to exercise the Withdrawal Right will restrict the shareholder’s ability to trade its Wright shares on the stock exchange. Depending on the number of shares in respect of which a Withdrawal Application is filed, the cash compensation due will be determined in accordance with the formula that has been included in the articles of association of Wright prior to the adoption of the resolution to enter into the Merger, which reads:

The Cash Compensation per Exit Share shall be equal to:

- a. *the price paid per share (excluding interest) in a public tender offer for all issued and outstanding shares in the share capital of the company that was completed in the twelve-month period prior to the consummation of the Cross-Border Merger; or*
- b. *if no such offer was completed during that period, the weighted average share price of the shares in the capital of the company on Nasdaq in the period commencing on, and including, the twenty-second (22nd) trading day and ending on, but excluding, the second (2nd) trading day prior to the consummation of the Cross-Border Merger.*

On payments of cash compensation, Dutch dividend withholding tax (*dividendbelasting*) at a rate of 15% will generally be withheld if and to the extent that such payments exceed the average capital recognized as paid-up on the relevant shares for Dutch dividend withholding tax purposes. A further explanation of the Merger, the Withdrawal Right and Dutch dividend withholding tax is given in the Merger Proposal, including Clause 8, which is attached to the proxy statement as Annex E as filed with the U.S. Securities and Exchange Commission on March 20, 2020 (as amended) and can be found on the website of Wright (www.wright.com).

Instead of exercising the Withdrawal Right, shareholders not willing to become a shareholder of Wright Luxembourg may sell their Wright shares at any time prior to the effective time of the Merger.

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Name of Withdrawing Shareholder: _____

Address of Withdrawing Shareholder: _____

Number of Exit Shares for which the Withdrawal Right is exercised: _____

16-digit control number on proxy card _____

Certificate Number(s) representing the Exit Shares: _____

Details of bank account for payment of the cash compensation after effectuation of the Merger:

IBAN: _____

Name of holder: _____

BIC code: _____

Name bank: _____

City, country: _____

The Withdrawing Shareholder states, confirms, undertakes and acknowledges the following:

- The Withdrawing Shareholder is the current holder of the Exit Shares and the Exit Shares were held by the Withdrawing Shareholder on March 27, 2020, which date served as the record date for the exercise of voting rights at the EGM;

- At the EGM, the Withdrawing Shareholder voted against the Merger Proposal in respect of all Exit Shares for which the Withdrawal Right is exercised;
- The Withdrawing Shareholder has taken notice of the Merger Proposal, including Clause 9, which describes the procedure for the exercise of the Withdrawal Right and the terms for determination and payment of the cash compensation;
- The Withdrawing Shareholder agrees with the method for determining the cash compensation for the Exit Shares pursuant to article 23.a of the Wright articles of association;
- The Withdrawing Shareholder acknowledges that payment of the cash compensation will be subject to Dutch dividend withholding tax at the statutory rate of 15% to the extent that the amount of the cash compensation exceeds the average paid-in capital on the Wright shares as recognized for Dutch dividend withholding tax purposes subject to any exemption, reduction or refund that may be available to the Withdrawing Shareholder;
- The Withdrawing Shareholder (i) agrees that it shall submit the applicable share certificates in respect of its Exit Shares to Wright no later than ten (10) business days after the expiration of the Withdrawal Period and (ii) acknowledges that the failure to submit such share certificates within such time period will automatically terminate such Withdrawing Shareholder's exercise of its Withdrawal Right; and
- The Withdrawing Shareholder will continue to hold and not sell, transfer or dispose of or enter into any agreement to sell, transfer or dispose of the Exit Shares until the earlier of (i) the Effective Time of the Merger (as a result of which the Exit Shares will cease to exist), or (ii) such earlier date as Wright or Wright Luxembourg may publicly announce that the Merger will not be effectuated. This period is necessary to allow Wright to facilitate implementation of the intended legal effect of the Withdrawing Shareholder's irrevocable application (i.e. that at the Merger, the Exit Shares will be exchanged for cash compensation in lieu of Wright Luxembourg shares).

Voting evidence

Wright will use the information provided on this Withdrawal Application to verify your voting and share ownership records. These voting records will constitute conclusive evidence and no further information should be included in the Withdrawal Application. By submitting the Withdrawal Application, you give permission to Wright and its agents to access your voting and share ownership records in order to (i) verify that you have voted against the Merger Proposal and (ii) confirm your ownership of Wright shares at the time of the Withdrawal Application and immediately prior to the Effective Time. Furthermore, by submitting this Withdrawal Application, you specifically waive all applicable confidentiality or data privacy rights with respect to your voting and/or share ownership records pertaining to the Wright shares.

Submission and due date

A qualifying shareholder wishing to exercise the Withdrawal Right must submit this Withdrawal Application, duly completed and executed and with all required annexes to Wright no later than on May 23, 2020 at the following address:

To: **Wright Medical Group N.V.**

Addressee:

Julie Dewey
julie.dewey@wright.com

with a copy to:

Marija S. Nelson
Marija.Nelson@wright.com

Any applications not fully and correctly received by Wright after the Withdrawal Period will be disregarded.

Signed on: _____

The Withdrawing Shareholder

Name:

If applicable: co-signature of the pledgee or the usufructuary if the Exit Shares are pledged or encumbered with a right of usufruct:

The pledgee or usufructuary

Name: