

TERMS AND CONDITIONS FOR HYBRID GENERAL MEETINGS

WRIGHT MEDICAL GROUP N.V.

These terms and conditions were adopted by the Board of Directors on 8 April 2020



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1. DEFINITIONS

The following terms used in these terms and conditions have the following meaning:

- **Articles of Association:** the articles of association of the Company as amended from time to time;
- **Board of Directors:** the board of directors of the Company;
- **Chairman:** the chairman of the Hybrid Meeting;
- **Company:** Wright Medical Group N.V.;
- **Emergency Legislation:** has the meaning given to that term in clause 2.8;
- **Extra-Ordinary General Meeting:** the General Meeting to be held 24 April 2020 in Amsterdam, the Netherlands;
- **General Meeting:** the body consisting of the Shareholders entitled to vote and other persons entitled to vote as well as the meeting of Shareholders and other persons entitled to attend such meetings;
- **Hybrid Meeting:** means a General Meeting conducted at both a particular place and virtually by way of electronic means of communication in which Shareholders are entitled to participate in and to address and to vote, in person or by proxy, whereby the Shareholder may by the electronic means of communication vote, be identified, directly take notice of the discussion in the meeting and participate in the deliberations;
- **Record Date:** the 28th day prior to the date of a General Meeting;
- **Shareholders:** holders on the Record Date of one or more Shares or holders of a right of usufruct to one or more Shares or a right of pledge to one or more Shares, provided that each such holder has voting rights in respect of such Shares;
- **Shares:** one or more shares in the capital of the Company;
- **Terms and Conditions:** the terms and conditions for Hybrid Meetings;
- **Virtual Meeting Platform:** the online platform through which the Shareholders are able to attend the Hybrid Meeting by way of electronic means of communication; and
- **Virtual Shareholder:** a Shareholder who participates in the Hybrid Meeting by way of electronic means of communication.

2. GENERAL

- 2.1. As part of the Company's precautions regarding the coronavirus (COVID-19) outbreak, the

Company is sensitive to the public health and travel concerns that Shareholders may have, travel restrictions that may apply, as well as any protocols that governments may impose. The Company aims to assist its Shareholders who wish to attend the Extra-Ordinary General Meeting by providing for a Hybrid Meeting in order to provide the opportunity to participate in, to address and to vote in the Extra-Ordinary General Meeting by way of electronic means of communication.

- 2.2. These Terms and Conditions have been drawn up pursuant to article 22.8 of the Articles of Association in view of the Extra-Ordinary General Meeting, but may in principle also apply to other General Meeting. Unless the context otherwise requires, these Terms and Conditions apply to Virtual Shareholders who wish to virtually attend and participate in the Hybrid Meeting via the Virtual Meeting Platform. These Terms and Conditions will be published on the Company's website: <http://ir.wright.com/>.
- 2.3. In addition to the provisions laid down in these Terms and Conditions, terms and conditions of the use of the Virtual Meeting Platform may also apply.
- 2.4. The Virtual Meeting Platform will provide Virtual Shareholders with the opportunity to follow, participate in the Hybrid Meeting and vote electronically during the Hybrid Meeting, subject to the registration requirements in clause 3 of these Terms and Conditions.
- 2.5. Virtual Shareholders must identify themselves electronically through a secured access on the Virtual Meeting Platform to enter the virtual part of the Hybrid Meeting. Further instructions on the participation in the Hybrid Meeting may be included in the convocation of the General Meeting or on the Company's website.
- 2.6. The Hybrid Meeting shall be treated as having commenced if and when it has commenced at the physical place specified in the convocation.
- 2.7. The Company reserves the right at all times to (a) adopt, revoke, supplement and amend these Terms and Conditions which will become effective immediately upon publishing on the Company's website, unless otherwise decided by the Board of Directors, and/or (b) modify, suspend, restrict or cancel the mechanisms for electronic voting and/or participating during Hybrid Meetings (including changing the sequence of the meeting or change or proceed with a physical meeting only, i.e. without the possibility for some or all of the Virtual Shareholders to ask questions, to listen or otherwise follow the meeting or vote electronically during (any part of) the Hybrid Meeting) if and when this becomes necessary or advisable for technical, security or other reasons. The Chairman shall decide upon and shall communicate such decision to the Virtual Shareholders (to the extent reasonably technically possible) via the Virtual Meeting Platform.
- 2.8. At the time of the adoption of these Terms and Conditions temporary new legislation has been proposed by the Dutch Government to be enacted by the Dutch bicameral parliament of the Netherlands, that will, inter alia, allow Dutch companies and other Dutch legal entities, subject to further terms, conditions and requirements of such new legislation, to adopt formal resolutions of legal bodies within such legal entities without the requirement of (partial) physical consultation and presence (the **Emergency Legislation**). The Company reserves the right to make use of any provisions of the Emergency Legislation if and when such legislation would come into effect (for the avoidance of doubt even if the Extra-Ordinary General Meeting would have already been convened and the Emergency Legislation would come into effect prior to such meeting), also where Emergency

Legislation would have retroactive effect. These Terms and Conditions shall remain in force as much as possible upon the Emergency Legislation entering into effect, provided that these Terms and Conditions are by no means intended to limit, restrict, override or set aside provisions of the Emergency Legislation that are intended to provide flexibility to eligible legal entities with respect to the subjects covered by the Emergency Legislation.

3. TECHNICAL INFRASTRUCTURE AND REGISTRATION

- 3.1. A Shareholder who wishes to attend a Hybrid Meeting in person or virtually by way of electronic means of communication must inform the Company by emailing Investor Relations at julie.dewey@wright.com no later than the 7th day prior to the Hybrid Meeting. Shareholders who did not register in time will not be permitted to ask questions or vote during the Hybrid Meeting.
- 3.2. Subject to due registration, a Virtual Shareholder may attend and participate in the Hybrid Meeting via the Virtual Meeting Platform. Shareholders who participate in the Hybrid Meeting via the Virtual Meeting Platform will be able to follow the meeting, to ask questions and to vote electronically, subject to duly and timely registration. In addition, Shareholders who duly register to participate via the Virtual Meeting Platform have the opportunity to submit questions during the Hybrid Meeting electronically via the Virtual Meeting Platform. Virtual Shareholders are urged to also carefully read the instructions given on the Virtual Meeting Platform and follow such instructions when submitting questions via the Virtual Meeting Platform. Failure to comply with the instructions may result in questions not being answered.
- 3.3. The Company may allow Shareholders who are duly registered to participate in the Hybrid Meeting to submit questions about items on the agenda prior to the General Meeting. If the Company allows Shareholders to submit question prior to the start of the General Meeting, Shareholders shall do so no later than three days (72 hours) prior to the start of such General Meeting by e-mail to julie.dewey@wright.com, with stating the relevant agenda item. When submitting questions, in order to confirm the eligibility to do so, Shareholders must indicate in the e-mail: his, her or its name, his, her or its 16-digit control number found on the shareholder's proxy card, voting instruction form or notice, and number of his, her or its shares. Questions received regarding items on the agenda will be answered, either before (in writing on the Company's website) or at the meeting and when doing so answers may be organized thematically.
- 3.4. The Chairman may take further measures or set further rules (including rules that limit the number of questions that can be raised by a Virtual Shareholder through the Virtual Meeting Platform) at the General Meeting to ensure a proper meeting order.
- 3.5. If a Shareholder accesses to the Virtual Meeting Platform and votes his, her or its shares via the Virtual Meeting Platform or attends and votes at the Hybrid Meeting in person, his, her or its previously submitted proxy will be cancelled.
- 3.6. Attending Hybrid Meetings via the Virtual Meeting Platform involves certain risks (including technical malfunction). If any of these risks manifest themselves and, for example, prevent a Shareholder from asking questions, listening or otherwise following the meeting or voting electronically during the Hybrid Meeting or any part thereof, then this will be for the risk and account of such Shareholder. Shareholders are therefore encouraged to provide a proxy to avoid the risk of his, her or its Shares not being voted.

- 3.7. The inability of one or more Shareholders to ask questions, to listen or otherwise follow the Hybrid Meeting or vote electronically during (any part of) the Hybrid Meeting does not affect the validity of the Hybrid Meeting or any business conducted at such meeting.
- 3.8. If the Chairman suspends or cancels the Hybrid Meeting, with due observance of clause 2.7, then all business conducted up to the point of the suspension or cancellation will be valid. A suspended Hybrid Meeting may be continued as a physical General Meeting only or as a Hybrid Meeting irrespective of the form of the Hybrid Meeting that was suspended or cancelled.
- 3.9. Only such Virtual Shareholders who are logged-in via the Virtual Meeting Platform prior to the start of the Hybrid Meeting shall be (i) deemed to attend the Hybrid Meeting in person, and (ii) counted in for calculating the number of Shares of such Virtual Shareholders present or represented at the Hybrid Meeting and the percentage of the issued and outstanding share capital of the Company present or represented by such Virtual Shareholders at the Hybrid Meeting. Virtual Shareholders who are not logged-in via the Virtual Meeting Platform prior to the start of the Hybrid Meeting will not be counted as if they were attending the Hybrid Meeting in person and will only be able to follow the meeting.
- 3.10. In case of any early log-off, the session of the Virtual Shareholder will expire, but this will not affect the calculation of the number of Shares attending the Hybrid Meeting. In such event the Shareholder will be allowed to log in again and to re-join the Hybrid Meeting (which is technically not allowed more than three times) via the Virtual Meeting Platform and continue to attend the meeting with the rights such Virtual Shareholder had before expiry of the session.
- 3.11. Without prejudice to clause 3.9, Virtual Shareholders who have duly registered in accordance with clause 3.1 will be able to cast his, her or its vote electronically between the moment the Chairman opens the polls on a voting agenda item after the deliberations on that item have taken place and the moment that the Chairman closes the polls during the Hybrid Meeting. The Chairman may also at the beginning of the Hybrid Meeting at his or her sole discretion decide that the polls for one or more voting agenda items will be open between the commencement of the Hybrid Meeting and the closure of voting as announced by the Chairman during the Hybrid Meeting. No polls will be open prior to the start of the Hybrid Meeting.
- 3.12. Split voting by Shareholders on a shareholding that is held in one security account is not yet supported by the Virtual Meeting Platform and hence not possible.
- 3.13. The Chairman's decision at the closing of the poll or polls on the outcome of a vote by the General Meeting is decisive to determine whether or not resolutions have been adopted during the Hybrid Meeting. The Chairman may inform the Shareholders of the results of such voting item(s) after the closing of that poll or polls or at the close of the Hybrid Meeting.

4. FURTHER INFORMATION

For any questions about the Terms and Conditions please contact Investor Relations at julie.dewey@wright.com.