

This Offer expires at 17:40 hours CEST on 23 July 2021, unless extended

OFFER MEMORANDUM

27 May 2021

RECOMMENDED CASH OFFER

by

NPM INVESTMENTS XI B.V.



**FOR ALL THE ISSUED AND OUTSTANDING ORDINARY SHARES WITH A NOMINAL VALUE
OF EUR 0.10 EACH IN THE SHARE CAPITAL OF**

ICT GROUP N.V.



This offer memorandum (*biedingsbericht*; the **Offer Memorandum**) contains the details of the recommended public offer (*openbaar bod*) by NPM Investments XI B.V. (the **Offeror**) to all holders of issued and outstanding ordinary shares (the **Shares** and each a **Share**) with a nominal value of EUR 0.10 (ten eurocents) each in the share capital of ICT Group N.V. (**ICT Group**) (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**). All of the issued Shares are outstanding at the date of this Offer Memorandum.

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 Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the **AFM**) as an offer memorandum (*biedingsbericht*) under Article 5:76 of the Dutch Act on Financial Supervision on 27 May 2021.

The information required by Article 18, paragraph 2 of the Decree in connection with the Offer is included in the position statement of ICT Group (including all appendices thereto, the **Position Statement**), which is also published on the date of this Offer Memorandum. The Position Statement does not form part of this Offer Memorandum and has not been reviewed or approved by the AFM prior to publication. The Position Statement will be reviewed by the AFM after publication.

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).

ICT Group and the Offeror 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 (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 14.50 (fourteen euro and fifty eurocents) cum dividend, without interest and less mandatory withholding tax payable under the applicable law (if any). Due to the fact that at the annual general meeting of Shareholders held on 12 May 2021 the Shareholders approved a dividend of EUR 0.40 (forty eurocents), which has become payable by ICT Group on 3 June 2021, the consideration per Share payable under the Offer has been adjusted accordingly to an amount in cash of EUR 14.10 (fourteen euro and ten eurocents) cum dividend, without interest and less mandatory withholding tax payable under applicable law (if any) (the **Offer Price**). In the event any further cash or share dividend or other distribution on the Shares (each a **Distribution** and collectively, the **Distributions**) is made by ICT Group prior to Settlement (as defined below), whereby the record date is decisive for entitlement to such Distribution, the Offer Price will be decreased by the full amount of any such Distribution made by ICT Group in respect of each Share (before any applicable withholding tax).

The executive board (*de raad van bestuur*) of ICT Group (the **Executive Board**) and the supervisory board (*de raad van commissarissen*) of ICT Group (the **Supervisory Board**, and jointly, the **ICT Group Boards**) unanimously support the Transaction (as defined below), recommend the Offer to the Shareholders for acceptance and recommend the Shareholders to vote in favour of the Resolutions (as defined below). Reference is made to section 6.7 (Decision-making and Recommendation by the ICT Group Boards) and the Position Statement.

Teslin (as defined below) has irrevocably undertaken to tender its Shares or to contribute its Shares to the Offeror (representing approximately 19.3% of the Shares) prior to the Settlement Date (as defined below)

under the terms and conditions of this Offer Memorandum as set out in sections 6.9(a) (Irrevocable undertaking Teslin) and 8.5 (Shareholder arrangements). Mavawe B.V. has also irrevocably undertaken to tender its Shares (representing approximately 6.4% of the Shares) as set out in section 6.9(b) (Irrevocable undertaking Mavawe). In addition, Executive Board members Mr J.H. Blejje and Mr W.J. Wienbelt have irrevocably undertaken to tender their Shares and/or Depository Receipts (as defined below) representing Shares (representing jointly approximately 1% of the Shares) as set out in section 6.9(d) (Irrevocable undertaking Executive Board members).

The Offer Period under the Offer will commence at 09:00 hours CEST on 31 May 2021 and will expire at 17:40 hours CEST on 23 July 2021, unless the Offeror extends the Offer Period in accordance with section 5.6 (Extension), in which case the closing date shall be the date on which the extended Offer Period expires (such initial or postponed date, the **Closing Date**, and 17:40 hours CEST 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 on or prior to the Closing Date may not be withdrawn, subject to the right of withdrawal of any tender of Shares during the Offer 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 6.6(a) (Offer Conditions). The Offer Conditions may be waived as set out in section 6.6(b) (Waiver).

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 and have transferred (*geleverd*) their Shares to the Offeror prior to or on the Closing Date (each of these Shares, a **Tendered Share**) will receive the Offer Price in respect of each Tendered Share, and the Offeror shall acquire each Tendered Share, within five (5) Business Days following the Closing Date (**Settlement**, and the day on which the Settlement occurs, the **Settlement Date**). If the Offeror declares the Offer unconditional (*gestand doen*), the Offeror shall publicly announce a post-closing acceptance period (*na-aanmeldingstermijn*) of two (2) weeks (the **Post-Acceptance Period**) to enable Shareholders who did not tender their Shares during the Offer Period to tender their Shares during the Post-Acceptance Period on the same terms and subject to the same conditions and restrictions as the Offer.

Following the Settlement Date, the Offeror shall, if certain conditions are met, commence a compulsory acquisition procedure (*uitkoopprocedure*) on the terms and conditions set out in section 6.13(b) (Buy-out) or may decide to pursue the Merger and Liquidation (as defined below) on the terms and conditions set out in section 6.13(c) (Merger and Liquidation).

In accordance with article 18, paragraph 1 of the Decree, ICT Group will hold an extraordinary general meeting of Shareholders at least six business days before the initial Closing Date on 23 July 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 (defined below). ICT Group will hold the EGM physically, provided that the COVID-19 measures taken by the Dutch government allow for such a physical EGM at that time. ICT Group will monitor the developments regarding these COVID-19 measures. As currently permitted under the emergency legislation, the ICT Group Boards may decide to hold the EGM virtually only, ultimately on the day before the record date. Separate convocation materials will be made available on the ICT Group's website (www.ict.eu). Reference is made to section 6.28 (Extraordinary general meeting).

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 ICT Group 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 website of the Offeror and NPM Capital (www.npm-capital.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 advisor immediately. Persons obtaining this Offer Memorandum are required to take due note and observe all such restrictions and obtain any necessary authorisations, approvals or consents (to the extent applicable).

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. 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.

Neither the Offeror, nor ICT Group, 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 Buy-Out and the Merger and Liquidation. 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 (Information for U.S. Shareholders)). Each Shareholder is urged to consult its independent professional adviser regarding the tax consequences of acceptance or non-acceptance of the Offer.

3.2 Information for U.S. Shareholders

The Offer is being made for the securities of ICT Group, 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 ICT Group 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 ICT Group 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 constitutes a criminal offence in the United States.

To the extent permissible under applicable law or regulation, including Rule 14e-5 of the U.S. Exchange Act, and in accordance with standard Dutch practice, the Offeror or brokers (acting as agents for the Offeror) may, before or during the period in which the Offer remains open for acceptance, directly or indirectly, purchase, or arrange to purchase Shares outside of the United States, from time to time, other than pursuant to the Offer. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. In addition, the financial advisers to the Offeror may engage in ordinary course trading activities in securities of ICT Group, 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 website of the Offeror and NPM Capital (www.npm-capital.com).

3.3 Responsibility for information

The information and declarations included on the cover page and pages 1, 2 and 3 and in sections 1 (Table of contents) through 6 (Explanation and Background of the Offer) (excluding sections 6.7 (Decision-making and Recommendation by the ICT Group Boards), 6.10 (Shareholdings of the members of the ICT Group Boards), 6.11 (Respective cross-shareholdings, 6.18 (Compensation to the members of the Supervisory Board in connection with resignation) and 6.28 (Extraordinary general meeting)), 8 (Information regarding the Offeror) (excluding section 8.3 (Information on Teslin and Teslin Acquisition)), 9 (Further information required by the Decree), 11 (Press releases), 12 (Dutch language summary) and 14 (Articles of Association) have been solely provided by the Offeror.

The information included in sections 6.7 (Decision-making and Recommendation by the ICT Group Boards), 6.10 (Shareholdings of the members of the ICT Group Boards), 6.18 (Compensation to the members of the Supervisory Board in connection with resignation) and 6.28 (Extraordinary general meeting), 7 (Information regarding ICT Group), 13 (Financial information ICT Group) and 15.2 (Advisers to ICT Group) has been solely provided by ICT Group. The information included in section 8.3 (Information on Teslin and Teslin Acquisition) has been solely provided by Teslin. The information included in section 10 (Tax aspects of the Offer and Merger and Liquidation) has been provided by the Offeror and ICT Group jointly. The information included in section 15.1 (Advisers to the Offeror) has been provided by the Offeror and Teslin jointly. The information included in section 6.11 (Respective cross-shareholdings) has been provided by the Offeror, ICT Group and Teslin jointly.

The Offeror and ICT Group 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 ICT Group 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 section 13 (Financial information ICT Group) has been sourced by ICT Group from the audited financial statements for the financial years 2020, 2019 and 2018 as

published in the annual reports of ICT Group for 2020, 2019 and 2018, respectively, as further explained in section 13 (Financial information ICT Group). The auditor's report included in section 13.6 (Independent auditor's report of PwC on the selected consolidated financial information of ICT Group for the financial years 2018, 2019 and 2020) for the financial years 2020, 2019 and 2018 has been sourced by ICT Group from PricewaterhouseCoopers Accountants N.V. (**PwC**), the independent auditor of ICT Group for the financial years 2020, 2019 and 2018.

No person other than the Offeror and ICT Group, and without prejudice to the independent auditor's reports issued by PwC included in this Offer Memorandum, and the Fairness Opinions (as defined below) rendered by AXECO Corporate Finance B.V. (**AXECO**) to the ICT Group Boards and ING Bank N.V. acting through its Corporate Finance Division (**ING**) to the Supervisory Board, is authorised to provide any information or to make any statements on behalf of the Offeror or ICT Group 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 ICT Group, such information or statements must not be relied upon as having been provided by or made by or on behalf of the Offeror or ICT Group. Any information or representation not contained in this Offer Memorandum or in press releases by the Offeror or ICT Group must not be relied upon as having been provided or made by or on behalf of the Offeror or ICT Group.

The information included on pages 1 and 2 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.

Coöperatieve Rabobank U.A. has been engaged by the Offeror as Settlement Agent for the Offer, upon the terms and subject to the conditions set out in the agency agreement. Neither the Settlement Agent nor any of its directors, officers, agents or employees make 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, ICT Group and/or the Affiliates since the date of this Offer Memorandum. The foregoing does not affect the obligation of the Offeror or ICT Group, each insofar as it concerns them, to make a public announcement pursuant to, respectively, Article 4, paragraphs 1 and 3 of the Decree and the European Market Abuse Regulation (596/2014), if applicable.

The selected consolidated financial information of ICT Group (as included in section 13 (Financial information ICT Group)) is that of ICT Group and its consolidated subsidiaries. The selected consolidated financial information should be read in conjunction with the consolidated financial statements of ICT Group for the financial years 2018, 2019 and 2020, and the notes thereto. The selected consolidated financial information of ICT Group is derived from ICT Group's consolidated financial statements, which have been audited by PwC for the financial years 2018, 2019 and 2020, ICT Group's independent auditor. The consolidated financial statements from which the selected

consolidated financial information has been derived were prepared in accordance with the IFRS, and 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 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 Rotterdam (*Rechtbank Rotterdam*), 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 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 tender, contribution, purchase or transfer (*levering*) of Shares must be brought exclusively in such courts.

3.6 Contact details

- (a) **The Offeror**
NPM Investments XI B.V.
Breitnerstraat 1
1077 BL, Amsterdam
The Netherlands
- (b) **ICT Group**
ICT Group N.V.
Weena 788
3014 DA, Rotterdam
The Netherlands
- (c) **Settlement Agent**
Coöperatieve Rabobank U.A.
Croeselaan 18
3521 CB, Utrecht
The Netherlands

3.7 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.

3.8 Availability of information and documents incorporated by reference

Digital copies of this Offer Memorandum are available on the websites of ICT Group (www.ict.eu) and the Offeror (www.npm-capital.com). Copies of this Offer Memorandum are also available free of charge at the offices of ICT Group and the Settlement Agent, at the addresses mentioned in section 3.6 (Contact details). The websites of ICT Group, the Offeror and the AFM do not constitute a part of, and are not incorporated by reference into, this Offer Memorandum.

The current Articles of Association, which are incorporated by reference in this Offer Memorandum, are available on the website of ICT Group (www.ict.eu). 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 (Articles of Association), as described in sections 6.15 (Amendments to the Articles of Association) and 6.28 (Extraordinary general meeting).

The annual report for the financial year 2020, excluding the financial information which is set out in section 13.7 (Financial statements for the financial year 2020 including independent auditor's report of PwC), is incorporated by reference in this Offer Memorandum. The annual reports for the financial years 2019 and 2018 are incorporated by reference in this Offer Memorandum.

Copies of ICT Group's annual reports for the financial years 2020, 2019 and 2018 are available free of charge at the abovementioned offices of ICT Group and the Settlement Agent and on the website of ICT Group (www.ict.eu).

3.9 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 ICT Group and the expected timing and completion of the Offer and the Transaction. Forward-looking statements involve known or unknown risks and uncertainties because they relate to events and depend on circumstances that all occur in the future. Generally, words such as may, should, aim, will, expect, intend, estimate, anticipate, believe, plan, seek, continue or similar expressions identify forward-looking statements. These forward-looking statements speak only as of the date of this Offer Memorandum. Although the Offeror and ICT Group, 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. Potential risks and uncertainties include, but are not limited to, receipt of regulatory approvals without unexpected delays or conditions, the Offeror's ability to achieve the anticipated results from the acquisition of ICT Group, the effects of competition (in particular the response to the Transaction in the marketplace), economic conditions in the global markets in which the Offeror and ICT Group operate, and other factors that can be found in the Offeror's and ICT Group's press releases and public filings.

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

3.10 Financial advisers

Coöperatieve Rabobank U.A. (**Rabobank**) is acting as financial adviser exclusively for the Offeror and NPM Capital and no one else in connection with the Offer. Rabobank has advised the Offeror and NPM Capital on the Offer Price. Rabobank has not issued a fairness opinion with regard to the Offer or the Offer Price to the Offeror or NPM Capital. Rabobank 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 and NPM Capital for providing the protections afforded to the clients of Rabobank or its affiliates, nor for providing advice in relation to the Offer or any other matter referred to in this Offer Memorandum. Rabobank has given and has not withdrawn its written consent to the references to its name in the form and context in which it appears in this Offer Memorandum. Furthermore, Rabobank is acting as Settlement Agent for the Offer.

AXECO is acting as financial adviser exclusively to ICT Group and ING as financial adviser exclusively to the Supervisory Board and to no one else in connection with the Offer and 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 ICT Group for providing the protections afforded to the clients of AXECO and ING respectively, or for providing advice in relation to the Offer or any other matter referred to in this Offer Memorandum. AXECO and ING 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.

AXECO issued its Fairness Opinion to the ICT Group Boards on 4 March 2021 and ING to the Supervisory Board on 4 March 2021. The full text of the Fairness Opinions, each of which sets forth the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with each Fairness Opinion, is included in the Position Statement.

4. DEFINITIONS

Acceptance Threshold	has the meaning given to it in section 6.6(a)(i) (Offer Conditions);
Admitted Institutions	means those institutions admitted to Euronext Amsterdam (<i>aangesloten instellingen</i>);
Adverse Recommendation Change	has the meaning given to it in section 6.8(a) (Adverse Recommendation Change);
Affiliate	means any person, with respect to a party, that is controlled by that party, controls that party, is controlled by a person that also controls that party or otherwise qualifies as a "subsidiary" or part of a "group" as referred to in articles 2:24a and 2:24b Dutch Civil Code. "Control" for purposes of this definition means the possession, directly or indirectly, solely or jointly (whether through ownership of securities or partnership interest or other ownership interest, by contract, or otherwise) of (a) more than 50% of the voting power at general meetings of that person or (b) the power to appoint and to dismiss a majority of the managing directors or supervisory directors of that person or otherwise to direct the management and policies of that person. ICT Group will at no time be considered an Affiliate of the Offeror (or <i>vice versa</i>). Except for the purpose of the Non-Financial Covenant as set out in section 6.14(a) (Role of Independent Supervisory Board Members), the Affiliates of the Offeror shall be deemed to exclude any of NPM Capital's portfolio businesses from time to time and SHV Holdings N.V. and any person that is controlled by it, controls that it, is controlled by a person that also controls it or otherwise qualifies as a "subsidiary" or part of a "group" as referred to in articles 2:24a and 2:24b Dutch Civil Code from time to time;
AFM	has the meaning given to it on page 1;
Alternative Proposal	means a potential offer or proposal that constitutes or would reasonably be expected to lead to a potential offer for the acquisition of all or a material part of the Shares, business or assets (including for this purpose the outstanding equity securities of Affiliates of ICT Group and any entity surviving any merger or combination including any of them) of ICT Group or its Affiliates, taken as a whole or a legal merger or demerger involving ICT Group, joint venture, a reverse takeover of ICT Group or similar material strategic transactions;

Applicable Rules	means all applicable laws and regulations, including without limitation, the applicable provisions of the Wft, the European Market Abuse Regulation (596/2014), the Decree, any rules and regulations promulgated pursuant to the Wft and the Decree, 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, the Dutch Civil Code, the relevant securities and employee consultation rules and regulations in other applicable jurisdictions and any relevant antitrust laws;
Articles of Association	means the articles of association (<i>statuten</i>) of ICT Group, as amended from time to time;
AXECO	has the meaning given to it in section 3.3 (Responsibility for information);
Business Day	means a day other than a Saturday or Sunday on which banks in the Netherlands and Euronext Amsterdam are generally open for normal business;
Buy-Out	has the meaning given to it in section 6.13(b) (Buy-out);
Call Option	has the meaning given to it in section 7.8 (Protection Trust);
CEST	means Central European Summer Time;
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 ICT Ipanema Holding 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 Rotterdam, the Netherlands and its office address at Weena 788, 3014 DA Rotterdam, the Netherlands and registered with the trade register of the chamber of commerce under number 82841756;
Company Sub	means ICT Ipanema 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 Rotterdam, the

	Netherlands and its office address at Weena 788, 3014 DA Rotterdam, the Netherlands and registered with the trade register of the chamber of commerce under number 82856311;
Competing Offer	has the meaning given to it in section 6.24 (Competing Offer)
Contribution Shares	has the meaning given to it in section 6.9 (Irrevocable undertaking of Shareholders and Executive Board members);
Cumulative Preference Shares	cumulative preference shares in the share capital of ICT Group with a nominal value of EUR 0.10 (ten eurocents) each;
Decree	has the meaning given to it on page 1;
Defaulting Party	has the meaning given to it in section 6.27(a)(vi) (Termination grounds);
Depositary Receipts	means any depositary receipt representing Shares with a nominal value of EUR 0.10 (ten eurocents) issued by the Share Trust Office;
Distribution	has the meaning given to it on page 1;
Dutch Civil Code	means the Dutch Civil Code (<i>Burgerlijk Wetboek</i>);
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;
EBITDA	means earnings before interest, taxes, depreciation, and amortisation;
EGM	has the meaning given to it on page 2;
Enterprise Chamber	means the Enterprise Chamber (<i>Ondernemingskamer</i>) of the Amsterdam Court of Appeal (<i>Gerechtshof Amsterdam</i>);
Euronext Amsterdam	means the stock exchange of Euronext Amsterdam, the regulated market of Euronext Amsterdam N.V.;
Exclusivity Period	means the period commencing on the date of the Merger Agreement and ending on the earlier of the Settlement Date and the date of a valid termination of the Merger Agreement in accordance with section 6.27 (Termination);
Executive Board	has the meaning given to it on page 1;

Fairness Opinions	means the fairness opinion rendered by AXECO to the ICT Group Boards and the fairness opinion rendered by ING to the Supervisory Board;
Fully Diluted Basis	means taking into account any new shares in ICT Group's share capital that are issued to the Share Trust Office under the current participation plans of ICT Group prior to the Closing Date or the Postponed Closing Date;
Group	means ICT Group and its Affiliates;
ICT Group	means ICT Group N.V., a public limited liability company (<i>naamloze vennootschap</i>) incorporated under the laws of the Netherlands with its corporate seat in Rotterdam, the Netherlands, and its office address at Weena 788, 3014 DA Rotterdam, the Netherlands, and registered with the trade register of the chamber of commerce under number 24186237;
ICT Group Boards	has the meaning given to it on page 1;
ICT Group Share Participation Plans	has the meaning given to it in section 7.11 (ICT Group Share Participation Plans);
IFRS	International Financial Reporting Standards, as adopted by the European Union;
Independent Supervisory Board Members	has the meaning given to it in section 6.14(a) (Role of Independent Supervisory Board Members);
ING	has the meaning given to it in section 3.3 (Responsibility for information);
Initial Announcement	has the meaning given to it in section 6.1(b) (Public announcements);
Intervening Event	has the meaning given to it in section 6.8(b) (Intervening Event Adverse Recommendation Change);
Intervening Event Adverse Recommendation Change	has the meaning given to it in section 6.8(b) (Intervening Event Adverse Recommendation Change);
Liquidation	has the meaning given to it in section 6.13(c) (Merger and Liquidation);
Liquidation Distribution	has the meaning given to it in section 6.13(c) (Merger and Liquidation);
Long Stop Date	means 31 December 2021;
LTIP ICT	has the meaning given to it in section 7.11 (ICT Group

Share Participation Plans);

Material Adverse Effect

means any change, event, circumstance or effect (any such items an **Effect**) individually or when taken together with all other Effects, that is or is reasonably likely to be materially adverse to the business, the assets, the liabilities, the financial condition or capitalisation of ICT Group and its Affiliates, taken as a whole, such that the Offeror cannot reasonably be expected to commence the Offer or to declare the Offer unconditional, as the case may be, provided, however, that for the purpose of determining whether there has been, or will be, a Material Adverse Effect, the following Effects will not be taken into account:

- (a) changes or conditions, after the date of the Merger Agreement, generally affecting the industries in which ICT Group and its Affiliates operate;
- (b) after the date of the Merger Agreement any natural disaster, pandemic (including but not limited to COVID-19), the outbreak or escalation of war/hostilities, sabotage, military action, act of god, armed hostilities, acts of terrorism, or any escalation or worsening thereof;
- (c) changes after the date of the Merger Agreement in economic, political or market conditions (including volatility in interest rates), including any adverse development regarding the European Union, its member states (including members states leaving such union) and the Euro zone (including one or more member states leaving or forced to leave such zone);
- (d) changes after the date of the Merger Agreement in laws or regulations or generally accepted accounting principles, or the interpretation or enforcement thereof;
- (e) any failure, in and of itself, by ICT Group or the Group to meet any internal or published projections, forecasts or revenue or earnings predictions (provided, however, that, in the case of this paragraph the underlying cause for such failure may be considered in determining whether there may be a Material Adverse Effect);
- (f) the credit, financial strength or other ratings (provided, however, that, in the case of this paragraph, the underlying cause for such change,

event, circumstance or effect relating to credit, financial strength or other ratings may be considered in determining whether there may be a Material Adverse Effect) of ICT Group or the Group;

- (g) any Effect resulting from any act or omission of the Offeror, whether before or after the date of execution of the Merger Agreement, including any action taken by ICT Group or any member of the Group with the Offeror's written consent or at the Offeror's direction (or not taken where such consent has been withheld) or compliance by ICT Group with the terms of, or that taking of any action required by, the Merger Agreement;
- (h) any Effect resulting from (i) the entry into, execution, performance (including the taking of any action required hereby or the failure to take any action prohibited hereby) of the Merger Agreement, (ii) the announcement of the Merger Agreement, the Offer and the Transaction, or (iii) the making or implementation of the Offer;
- (i) a breach of the Merger Agreement or applicable law by the Offeror;
- (j) any litigation having been commenced by shareholders in relation to the Offer or the Merger and Liquidation; or
- (k) any Effect (including but not limited to litigation) which is known or should reasonably have been known to the Offeror as per the date of execution of the Merger Agreement, including, but not limited to, by way of fair disclosure of information through the due diligence investigation conducted by the Offeror,

and provided, however, that the impact of any adverse Effect described in subparagraphs (a), (b) (with the exclusion of "pandemic (including but not limited to COVID-19)"), (c) and (d) above and shall be included for purposes of determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur if such Effect has or would reasonably be expected to have a materially disproportionate adverse effect on ICT Group and its Affiliates, taken as a whole, as compared to similarly situated companies in the industries in which ICT Group and its Affiliates operate;

Material Breach	has the meaning given to it in section 6.27(a)(vi)(A) (Termination grounds);
Mavawe	means Mavawe 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 Bussum, the Netherlands and its office address at Koningin Wilhelminalaan 31, 1411 EL Naarden, the Netherlands, and registered with the trade register of the chamber of commerce under number 32055848;
Merger	has the meaning given to it in section 6.13(c) (Merger and Liquidation);
Merger Agreement	means the merger agreement signed by the Offeror and ICT Group on 5 March 2021;
Merger and Liquidation	means the Merger, the Share Sale, the Liquidation and the Liquidation Distribution;
Merger Proposal	has the meaning given to it in section 6.13(c) (Merger and Liquidation);
Merger Resolutions	has the meaning given to it in section 6.28(b)(i) (Resolutions);
Merger Threshold	has the meaning given to it in section 6.28(b)(i) (Resolutions);
Non-Financial Covenants	has the meaning given to it in section 6.20 (Non-Financial Covenants);
Non-Financial Covenants Period	has the meaning given to it in section 6.20 (Non-Financial Covenants);
NPM Capital	means NPM Capital N.V., a public limited liability company (<i>naamloze vennootschap</i>) incorporated under the laws of the Netherlands with its corporate seat in Amsterdam, the Netherlands, and its office address at Breitnerstraat 1, 1077 BL Amsterdam, the Netherlands, and registered with the trade register of the chamber of commerce under number 33071274;
Offer	has the meaning given to it on page 1;
Offer Conditions	means the conditions to the Offer described in section 6.6(a) (Offer Conditions);
Offer Memorandum	has the meaning given to it on page 1;

Offer Period	means the period during which the Shareholders can tender their Shares to the Offeror, which commences at 09:00 hours CEST on 31 May 2021, and ends at 17:40 hours CEST on the Closing Date;
Offer Price	has the meaning given to it on page 1;
Offeror	means NPM Investments XI 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 Amsterdam, the Netherlands, and its office address at Breitnerstraat 1, 1077 BL Amsterdam, the Netherlands, and registered with the trade register of the chamber of commerce under number 65470508;
Option Agreement	means the cumulative preference share call option agreement between the Protection Trust and ICT Group dated 16 June 1997;
Position Statement	has the meaning given to it on page 1;
Post-Acceptance Period	has the meaning given to it on page 2;
Post-Closing Measure	has the meaning given to it in section 6.13(d) (Other Post-Closing Measures);
Postponed Closing Date	has the meaning given to it in section 5.6 (Extension);
Potential Competing Offer	has the meaning given to it in section 6.23 (Potential Competing Offer);
Potential Competing Offer Notice	has the meaning given to it in section 6.23 (Potential Competing Offer);
Protection Trust	means Stichting Continuïteit ICT, a foundation (<i>stichting</i>) incorporated under the laws of the Netherlands with its corporate seat in Rotterdam, the Netherlands, and its office address at Weena 788, 3014 DA Rotterdam, the Netherlands, and registered with the trade register of the chamber of commerce under number 41136382;
PwC	PricewaterhouseCoopers Accountants N.V.;
Rabobank	has the meaning given to it in section 3.10 (Financial advisers);
Recommendation	has the meaning given to it in section 6.7 (Decision-making and Recommendation by the ICT Group Boards);

Reference Date	means 4 March 2021;
Representatives	means ICT Group's Affiliates and their and ICT Group's respective directors, officers, employees, agents, advisers or other representatives, including the members of the ICT Group Boards;
Resolutions	has the meaning given to it in section 6.28(b) (Resolutions);
Revised Offer	has the meaning given to it in section 6.25(b) (Revised Offer);
Settlement	has the meaning given to it on page 2;
Settlement Agent	means Coöperatieve Rabobank U.A.;
Settlement Date	has the meaning given to it on page 2;
Shareholders	has the meaning given to it on page 1;
Share Sale	has the meaning given to it in section 6.13(c) (Merger and Liquidation);
Share Trust Office	means the foundation Stichting Administratiekantoor Participatieplan ICT, a foundation (<i>stichting</i>) incorporated under the laws of the Netherlands with its corporate seat in Rotterdam, the Netherlands, and its office address at Weena 788, 3014 DA Rotterdam, the Netherlands, and registered with the trade register of the chamber of commerce under number 41136391;
Shares	has the meaning given to it on page 1;
SPP ICT	has the meaning given to it in section 7.11 (ICT Group Share Participation Plans);
Strategy	has the meaning given to it in section 6.20(a)(i) (Strategy);
Supervisory Board	has the meaning given to it on page 1;
Tendered, Owned and Committed Shares	has the meaning given to it in section 6.6(a)(i) (Offer Conditions);
Tendered Share	has the meaning given to it on page 2;
Terminating Party	has the meaning given to it in section 6.27(a)(ii) (Termination grounds);
Teslin	means Teslin Participaties Coöperatief U.A., a cooperative association with exclusion of liability (<i>coöperatie</i>);

incorporated under the laws of the Netherlands with its corporate seat in gemeente Utrechtse Heuvelrug, the Netherlands, and its office address at Woudenbergseweg 11, 3953 ME Maarsbergen, the Netherlands, and registered with the trade register of the chamber of commerce under number 68975171;

Teslin Acquisition

means Teslin Ipanema Acquisition B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Utrecht, the Netherlands, and its office address at Woudenbergseweg 11, 3953 ME Maarsbergen, the Netherlands, and registered with the trade register of the chamber of commerce under number 82069905;

Transaction

means the Offer and the transactions contemplated in connection therewith, including, to the extent applicable, the the Merger and Liquidation;

Unconditional Date

has the meaning given to it on page 2;

U.S. Exchange Act

has the meaning given to it in section 3.2 (Information for U.S. Shareholders);

Wft

has the meaning given to it on page 1; and

Works Council

means the works council of ICT Group and ICT Netherlands B.V.

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 and to seek independent financial, tax and/or legal advice where necessary to reach a balanced and well-informed judgment with respect to the Offer and this Offer Memorandum. Shareholders who consider not tendering their Shares are advised to review sections 6.12 (Consequences of the Offer for non-tendering Shareholders) and 6.13 (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 5 March 2021, ICT Group and the Offeror 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 and transferred (*geleverd*) to the Offeror, an amount in cash of EUR 14.50 (fourteen euro and fifty eurocents) cum dividend, without interest and less mandatory withholding tax payable under applicable law (if any).

Due to the fact that at the annual general meeting of Shareholders held on 12 May 2021, the Shareholders approved a dividend of EUR 0.40 (forty eurocents), which has become payable by ICT Group on 3 June 2021, the consideration per Share payable under the Offer has been adjusted accordingly to an amount in cash of EUR 14.10 (fourteen euro and ten eurocents) cum dividend, without interest and less mandatory withholding tax payable under applicable law (if any).

For each Share tendered under the Offer, the Offeror offers the Offer Price in cash cum dividend, without interest and less mandatory withholding tax payable under applicable law (if any).

(b) Distributions

In the event any Distribution is made by ICT Group prior to Settlement, whereby the record date is decisive for entitlement to such Distribution, the Offer Price will be decreased by the full amount of any such Distribution made by ICT Group in respect of each Share (before any applicable withholding tax).

At the date of this Offer Memorandum, there are no Distributions envisaged by ICT Group, but any adjustment to the Offer Price resulting from a Distribution by ICT Group will be communicated by means of a press release in accordance with section 5.12 (Announcements).

5.3 Acceptance by Shareholders

(a) General

The tender of any Share by a Shareholder constitutes an acceptance of the Offer by the Shareholder. If in doubt, Shareholders should contact the Settlement Agent at the contact details included in section 3.6 (Contact details).

(b) Acceptance by Shareholders

Shareholders who hold their Shares through 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 CEST on the initial Closing Date, unless the Offer 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 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, if so instructed by the Shareholder, Shareholders are advised that 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 (*levering*) 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.

Shareholders individually recorded in ICT Group's 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 CEST 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 references therein.

(c) 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.

(d) 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 Tendered Shares are up to and including the Settlement Date or, with respect to Tendered Shares in the Post-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 section 2 (Restrictions) and section 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 (i) 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 (ii) 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 ICT Group vis-à-vis ICT Group, any group company of the Group and any past or current member of the ICT Group Boards.

(e) 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 and Article 15, paragraphs 3 and 8 and Article 15a paragraph 3 of the Decree:

- (i) 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;
- (ii) during any extension of the Offer Period in accordance with the provisions of Article 15, paragraph 3 of the Decree;
- (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) 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 does no longer only consist 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 ICT Group's 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 may not 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-Acceptance Period (if any), no withdrawal rights will apply to Shares tendered during such Post-Acceptance Period or to Shares tendered under the Offer on or prior to the Closing Date and accepted by the Offeror.

5.4 Offer Period

The Offer Period will commence at 09:00 hours CEST on 31 May 2021 and will expire on 23 July 2021 at 17:40 hours CEST on the Closing Date, unless the Offer Period is extended in accordance with section 5.6 (Extension).

If the Offer is declared unconditional (*gestand is gedaan*), the Offeror will accept all 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 to declare the Offer unconditional (*gestand doen*) is subject to the satisfaction or waiver of the Offer Conditions. Reference is made to section 6.6 (Offer Conditions, waiver and satisfaction). The Offer Conditions may be waived, to the extent permitted by law, as set out in section 6.6(b) (Waiver). If any Offer Condition is waived in accordance with section 6.6(b) (Waiver), the Offeror will inform the Shareholders as required by the Applicable Rules.

No later than on the Unconditional Date (i.e. the third (3rd) Business Day following the Closing Date), the Offeror will determine whether the Offer Conditions have been satisfied or waived as set out in section 6.6 (Offer Conditions, waiver and satisfaction), to the extent permitted by Applicable Rules. In addition, the Offeror will announce on the Unconditional Date whether (i) the Offer is declared unconditional (*gestand is gedaan*), (ii) the Offer Period will be extended in accordance with

Article 15 of the Decree, or (iii) the Offer is terminated as a result of the Offer Conditions set out in section 6.6(a) (Offer Conditions) not having been satisfied or waived, all in accordance with section 6.6(b) (Waiver) and section 6.6(e) (Satisfaction) and Article 16 of the Decree. In the event that the Offer is not declared unconditional (*niet gestand is gedaan*), the Offeror will explain such decision.

In the event that the Offeror declares the Offer unconditional (*gestand is gedaan*), the Offeror will accept all Tendered Shares and will announce a Post-Acceptance Period (*na-aanmeldingstermijn*) as set out in section 5.8 (Post-Acceptance Period) of two (2) weeks to enable Shareholders who did not tender their Shares during the Offer Period to tender their Shares during the Post-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 6.6 (Offer Conditions, waiver and satisfaction) is not satisfied by the initial Closing Date or waived in accordance with section 6.6(b) (Waiver), the Offeror may, in accordance with Article 15, paragraph 1 and paragraph 2 of the Decree, extend the Offer Period once for a minimum period of two (2) weeks and a maximum period of ten (10) weeks calculated from the initial Closing Date, until such time as the Offeror reasonably believes is necessary to cause such Offer Conditions to be satisfied or waived, and any subsequent extension shall be subject to the receipt of an exemption granted by the AFM, provided that without limitation to the Offeror's right to rely on the Offer Condition set out in section 6.6(a)(i) (Offer Conditions), if the total of the Tendered, Owned and Committed Shares at the Closing Date does not represent a minimum of 80% of ICT Group's aggregate issued and outstanding ordinary share capital on a Fully Diluted Basis, the Offeror, subject to compliance with the Applicable Rules, will in good faith consult with ICT Group on a possible extension of the Offer Period with such period as the Offeror, after consultation with ICT Group, reasonably expects to be required to satisfy the Offer Condition.

If no exemption is granted by the AFM while not all Offer Conditions have been satisfied before the end of the extended Offer Period (and if such Offer Condition(s) has or have not been waived in accordance with section 6.6(b) (Waiver)), the Offer will be terminated as a consequence of such Offer Condition(s) not having been satisfied or waived on or before the Unconditional Date.

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

If the Offer 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 Offer Period, the Offer will expire on the latest time and date to which the Offeror extends the Offer Period.

During an extension of the Offer 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(e) (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 Closing Date or Postponed Closing Date, as the case may be, the Offer Price in respect of each Tendered Share, as of which moment revocation (*herroeping*), dissolution (*ontbinding*) or annulment (*vernietiging*) of a Shareholder's 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-Acceptance Period

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

In the Post-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 CEST on the last Business Day of the Post-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.

The Offeror will publicly announce the results of the Post-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-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-Acceptance Period.

During the Post-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 Offer Period or during the Post-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 pursuant to the Offer during the Post-Acceptance Period, will receive the Offer Price in respect of each Tendered Share no later than on the fifth (5th) Business Days after expiration of the Post-Acceptance Period.

In the event any Distribution on the Shares is made by ICT Group on or prior to the settlement date of the Shares tendered in the Post-Acceptance Period, whereby the record date is decisive for entitlement to such Distribution, the Offer Price will be decreased by the full amount of any such Distribution made by ICT Group in respect of each Share (before any applicable withholding tax).

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

5.9 Costs related to tendering

No costs will be charged to Shareholders by the Offeror or by ICT Group for the transfer (*levering*) and payment of each Tendered Share 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 Dividends

Following the Settlement Date, the current dividend policy of ICT Group may be discontinued. Any Distribution made in respect of Shares not tendered during the Offer Period, the extended Offer Period or the Post-Acceptance Period will pro rata be deducted from the price per share for the purpose of establishing the value per Share in the Buy-Out, the Merger and Liquidation or any other measure contemplated by section 6.13 (Possible Post-Closing Measures and future legal structure).

5.11 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.

5.12 Announcements

Any announcement contemplated by this Offer Memorandum will be issued by means of a press release. Any press release issued by the Offeror will be made available on the website www.npm-capital.com. Any press release issued by ICT Group will be made available on the website www.ict.eu.

Subject to any applicable requirements of the Applicable Rules 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

Expected date and time (All times are CEST)	Event
28 May 2021	Press release announcing the availability of this Offer Memorandum and the date of the commencement of the Offer Period

Expected date and time (All times are CEST)	Event
09:00 hours, 31 May 2021	Commencement of the Offer Period
At least six business days before the initial Closing Date on 23 July 2021	EGM, at which meeting, among other matters, the Offer will be discussed and the Resolutions will be voted on
17:40 hours, 23 July 2021	Closing Date and Closing Time: deadline for Shareholders to tender their Shares, unless the Offer Period is extended in accordance with Article 15 of the Decree as described in section 5.6 (Extension)
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 gedaan</i>) in accordance with Article 16 of the Decree
No later than the fifth (5 th) 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
No later than the third (3 rd) Business Day after the Unconditional Date	Post-Acceptance Period: if the Offer is declared unconditional (<i>gestand is gedaan</i>), the Offeror will announce a Post-Acceptance Period for a period of two (2) weeks in accordance with Article 17 of the Decree
No later than the third (3 rd) Business Day after the expiration of the Post-Acceptance Period	The Offeror will publicly announce the results of the Post-Acceptance Period
No later than on the fifth (5 th) Business Days after expiration of the Post-Acceptance Period	Settlement of the Tendered Shares during the Post-Acceptance Period: in accordance with the terms and conditions of the Offer, the Offeror will pay the Offer Price for each Tendered Share

6. EXPLANATION AND BACKGROUND OF THE OFFER

6.1 Background and public announcements

(a) Background

During the summer of 2020, ICT Group performed a strategic review to identify, review and evaluate strategic options available to accelerate its current strategy. Following this strategic review, the ICT Group Boards concluded that ICT Group could optimise its position as a strong partner for customers, suppliers, employees and other stakeholders by enhancing its geographical presence and increasing its scale by accelerating its current strategy. Having reviewed and considered various alternative strategic options, the ICT Group Boards concluded that a private environment would be more optimal for ICT Group to realise this goal. Such an environment could provide (faster) access to a substantial amount of capital to finance organic and inorganic growth and could better position ICT Group to execute on M&A opportunities available in the market.

As a result of the outcome of the strategic review, ICT Group, together with its financial and legal advisors, set up a competitive bidding process in the second half of 2020. Various parties were approached to express their interest in a possible transaction.

On 11 November 2020, NPM Capital signed a confidentiality agreement with ICT Group, which included a standstill provision. NPM Capital submitted a non-binding offer letter on 14 December 2020, expressing its interest in ICT Group. After being accepted to the next phase of the bidding process, NPM Capital was given the opportunity to conduct a due diligence investigation on ICT Group and its businesses, consisting of a management presentation, a review of documents that were made available in a virtual data room prepared by ICT Group and its advisers, and the possibility to ask questions and join expert sessions. NPM Capital was also provided with a first draft of a merger agreement, including a proposal for a set of non-financial covenants. Following this due diligence exercise, NPM Capital submitted a revised firm offer letter on 29 January 2021. NPM Capital was then selected as the preferred potential bidder with the most compelling offer, including the most favourable non-financial terms. NPM Capital performed final confirmatory due diligence and discussed and negotiated the terms and conditions of a merger agreement with ICT Group.

During this process, discussions mainly took place between NPM Capital and both members of the Executive Board (i.e. Mr J.H. Blejje and Mr W.J. Wienbelt) regarding the Offer, including the Offer Price, the financing of the Offer, the Offer Conditions, the future strategy of ICT Group and the Non-Financial Covenants, whilst the Special Committee (as defined below) closely monitored potential conflicts of interest. In addition, NPM Capital had conversations with Supervisory Board member Mr Th.J. van der Raadt regarding the matters mentioned above.

During the period in which NPM Capital held exclusive discussions with ICT Group, discussions took place between Teslin and NPM Capital regarding the formation of a consortium. This resulted in NPM Capital and Teslin executing a consortium agreement on 5 March 2021. Teslin did not participate directly in the negotiations with ICT Group. Thereafter, the Offeror and ICT Group executed the Merger Agreement after final negotiations.

(b) Public announcements

On 5 March 2021, the Offeror, NPM Capital, Teslin Acquisition and ICT Group jointly announced that they reached a conditional agreement in connection with a recommended public offer by the Offeror for all the Shares at an offer price of EUR 14.50 (cum dividend) in cash for each Share, subject to customary conditions, and that the Offeror had sufficient funds available to secure the Offer in accordance with Article 7, paragraph 4 of the Decree (the **Initial Announcement**). Reference is made to section 11.1 (Press release 5 March 2021 regarding the Offer).

The Offeror, NPM Capital, Teslin Acquisition and ICT Group made an announcement on 1 April 2021 pursuant to the provisions of Article 7, paragraph 1 sub a of the Decree in which it confirmed to make good progress on the preparations for the Offer and that the first draft of this Offer Memorandum would be submitted to the AFM for approval on the same day. The Offeror further announced that it has obtained the unconditional approval of the Netherlands Authority for Consumers & Markets (*Autoriteit Consument & Markt*) in connection with the Offer. In addition, it was announced that the Works Council has been requested to render its advice on the intended decision of the ICT Group Boards to support the Transaction and recommend the Offer. Reference is made to section 11.3 (Press release four weeks post-announcement).

ICT Group announced its trading update on the first quarter of 2021 on 28 April 2021. Reference is made to section 11.4 (ICT Group Q1 2021 results ICT Group).

6.2 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 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.

6.3 Substantiation of the Offer Price

(a) General

In establishing the Offer Price, NPM Capital has carefully considered the history and prospects of ICT Group, analyses of historic financial information and potential future developments in ICT Group's profitability, cash flows and balance sheet derived from (a) ICT Group's financial statements, analyst presentations and press releases publicly available prior to 5 March 2021 and (b) information disclosed in a virtual data room, information derived from management and expert sessions.

(b) Analyses

The Offer Price represents an equity value for ICT Group of approximately EUR 140.6 million. The Offer Price implies an enterprise value / EBITDA multiple of:

- (i) 8.5x based on actual EBITDA achieved for the year 2020 of EUR 19.2 million; and
- (ii) 10.8x based on pre-IFRS-16 EBITDA achieved for the year 2020 of EUR 13.6 million.¹

¹ The difference in enterprise value pre- and post-IFRS is due to the inclusion and exclusion, respectively, of the lease obligation.

The Offer Price has been based on the following series of financial analyses:

- (i) a stand-alone discounted cash flow analysis based on historic and expected developments in the operational and financial performance of ICT Group, including a sensitivity analysis on the key value drivers;
- (ii) an analysis of publicly available equity research analyst reports issued prior to 5 March 2021 by Kepler Cheuvreux (released on 29 October 2020) and Degroof Petercam (released on 27 January 2021);
- (iii) an analysis of the historical trading and valuation levels of ICT Group since its listing on Euronext Amsterdam;
- (iv) a comparable trading multiple analysis, whereby valuation multiples of ICT Group are compared to valuation multiples of certain publicly traded companies. The companies included for comparison with ICT Group were selected from a broader group of companies active in the IT & Engineering and IT services space and include: Adesso, AKKA Technologies, Allgeier, Alten, Assystem, Atos, Aubay, Bertrandt, Capgemini, CGI, Cyient, Etteplan, Groupe Open, Indra Sistemas, Infotel, NNIT, Ordina, Sopra Steria Group and TietoEVRy, with more emphasis on companies that are most comparable with ICT Group in terms of, among others, size and scale, product and service offering, sector focus and geographical presence;
- (v) a comparable transaction multiple analysis, whereby the enterprise value to LTM EBITDA multiple implied by the Offer was compared against the average and median multiple paid for companies active in the IT & Engineering and IT services space. In total, approximately 20 deals in the sector over the last ten (10) years were assessed. Key comparable transactions are: KKR – Devoteam, Capgemini – Altran, Cobepa – Scalian, Polaris – ProData Consult, GFI – RealDolmen, HCL Technologies – DWS, NPM Capital – Conclusion, House of HR – Abylsen Group, Sopria – Steria and Gilde Buy Out Partners – TMC; and
- (vi) an analysis of selected precedent public offers and premiums on Euronext Amsterdam as described in section 6.3(c) (Bid Premia).

(c) Bid Premia

The Offer at the total consideration of EUR 14.50 (cum dividend) per Share as agreed between ICT Group and the Offeror represents:

- (i) a premium of 31.8% to ICT Group's closing price per Share on Euronext Amsterdam on the Reference Date;
- (ii) a premium of 52.8% to ICT Group's average daily volume weighted share price per Share on Euronext Amsterdam for the six (6) months prior to and including the Reference Date; and
- (iii) a premium of 70.9% to ICT Group's 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 unaffected share price (i.e. closing share price one day prior to the earlier of transaction announcement, or material, public speculation of a transaction, if any) is approximately 28% for voluntary public offers by financial investors on Dutch listed companies on the Euronext Amsterdam that were announced in the 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 and DPA.

6.4 Rationale for the Offer

In the past years ICT Group has evolved from a secondment services provider to an industrial technology solutions provider with a resilient business model. This has resulted in a healthy mix of activities, while ICT Group further increases its focus on high added value services, including its own industry-specific software propositions. Accelerating this growth strategy, in which acquisitions will be instrumental, will further leverage ICT Group's strong position and enhance ICT Group's capabilities to further expand the services it provides to its customers.

The Offeror is committed to support ICT Group in the acceleration of its growth and geographical expansion ambitions, allowing it to invest in its existing business segments, and, as part of an effective buy and build strategy, to strengthen its business segments further through acquisitions. The Offeror is committed to supporting ICT Group in its ambitions through more sizeable acquisitions. Under the new ownership, ICT Group will also be able to act faster on add-on opportunities. This will allow ICT Group to be more competitive in any M&A process for add-ons with a high-value potential.

The Offeror will support ICT Group in its next stage of development, becoming a leading Northern European industrial technology solutions provider. Although acquisitions will play a pivotal role in this process, organic growth will be high on the strategic agenda as well under the new ownership.

The Offer fits within the strategy of NPM Capital and Teslin to invest in mid-sized companies with strong market positions and growth potential. The Offeror shares ICT Group's view that employees are the most important asset supported by a strong culture of excellence and driven by a passion for technology.

The Offer will have a number of further advantages for ICT Group and its Shareholders, employees, customers and other stakeholders:

- (a) NPM Capital and Teslin will bring extensive experience and a strong track record of supporting management teams in the execution of their business strategy;
- (b) NPM Capital and Teslin have a clear understanding of the markets in which ICT Group operates, and NPM Capital's track record in technology investments and its expertise in doing (international) acquisitions will support the company going forward;
- (c) the Offeror will ensure that ICT Group will remain prudently capitalised and financed and at the same time will provide sufficient capital to finance ICT Group's growth plans;
- (d) the all-cash Offer provides current Shareholders with the opportunity to realise immediate value for their Shares, eliminating significant price risk related to the execution of ICT Group's strategy; and

- (e) the Offer Price represents an attractive premium of 31.8% to the closing price per Share on Euronext Amsterdam on the Reference Date, 52.8% to the average daily volume weighted share price per Share on Euronext Amsterdam for the six (6) months prior to and including the Reference Date and 70.9% to the average daily volume weighted share price per Share on Euronext Amsterdam for the twelve (12) months prior to and including the Reference Date.

At the date of this Offer Memorandum, the Offeror has no intentions with regards to the place of establishment of ICT Group, as further described in section 6.20(c)(v) (Non-Financial Covenants).

6.5 Financing of the Offer

With reference to Article 7, paragraph 4 of the Decree, the Offeror announced on 5 March 2021 that it had sufficient funds available to complete the Offer.

As at the date of the Initial Announcement, the Offer Price valued 100% of the Shares at approximately EUR 140.6 million. The Offeror shall fund the Offer and, if applicable, the Share Sale, through a combination of equity made available on behalf of the Offeror and to be obtained third-party debt financing.

The Offeror has received a binding equity commitment letter from NPM Capital for an amount of EUR 165 million to pay the total equity value, to pay or refinance all the Group's indebtedness that is required to be repaid or refinanced upon Settlement and to pay all associated transaction costs. The Offeror also obtained commitment from Teslin to reinvest such number of Shares required to represent 17% of the total ordinary shares in the Offeror and 17.8% of the total preference shares in the Offeror on a fully diluted basis as further described in sections 6.9 (Irrevocable undertaking of Shareholders and Executive Board members) and 8.5 (Shareholder arrangements).

The Offeror intends to take out debt financing for an amount of EUR 50 - 60 million, to replace the current bank/debt facilities and part of the equity financing, and to enter into binding loan documentation prior to Settlement.

The equity financing of the Transaction is fully committed on a "certain funds" basis. Reference is made to the Initial Announcement included in section 11.1 (Press release 5 March 2021 regarding the Offer).

From the committed equity financing and to be obtained debt financing, the Offeror will be able to fund the acquisition of Shares under the Offer, the consideration for Company Holdco shares under the Share Sale (if applicable), the payment or refinancing of ICT Group's existing debt, and the payment of fees and expenses related to the Offer.

6.6 Offer Conditions, waiver and satisfaction

- (a) Offer Conditions

The obligation of the Offeror to declare the Offer unconditional (*gestand doen*) is subject to the following conditions precedent being satisfied or waived, as the case may be, on the Unconditional Date or, in case of subparagraphs (i), (iii) and (iv) below, the Closing Date or the Postponed Closing Date as the case may be (the **Offer Conditions**):

Acceptance Threshold

- (i) the number of Tendered Shares, together with any Shares directly or indirectly held by the Offeror, NPM Capital, Teslin and Teslin Acquisition or committed to any of them subject only to the Offer being declared unconditional (collectively the **Tendered, Owned and Committed Shares**), representing as at the Closing Date or the Postponed Closing Date at least the Acceptance Threshold;

where **Acceptance Threshold** means either (i) 95% of ICT Group's aggregate issued and outstanding ordinary share capital on a Fully Diluted Basis at the Closing Date or the Postponed Closing Date, or (ii) 80% of ICT Group's aggregate issued and outstanding ordinary share capital on a Fully Diluted Basis at the Closing Date or the Postponed Closing Date in the event that the EGM has approved the Merger Resolutions and such resolutions are in full force and effect as at the Closing Date or the Postponed Closing Date, excluding for sub (i) and (ii) Shares held by ICT Group or any of its Group companies;

Protection Trust

- (ii) the Protection Trust not having exercised in whole or in part its call option under the Option Agreement and no Cumulative Preferences Shares in ICT Group having been issued and the Protection Trust having irrevocably and conditional only upon the Offer being declared unconditional (*gestanddoening*) waived its right to exercise its call option right on the Cumulative Preferences Shares under the Option Agreement and agreed to the termination of the Option Agreement with effect from Settlement;

Merger Resolutions

- (iii) the EGM having adopted the Merger Resolutions, subject to the Offer being declared unconditional (*gestanddoening*) and effective as per the Settlement Date;

Governance Resolution

- (iv) the EGM having adopted the governance resolution as described in section 6.28(b)(ii) (Resolutions), subject to the Offer being declared unconditional (*gestanddoening*) and effective as per the Settlement Date;

No Competing Offer

- (v) no public announcement having been made announcing or making a Competing Offer;

No Adverse Recommendation Change

- (vi) no Adverse Recommendation Change having occurred since the date of the Merger Agreement;

No breach by ICT Group

- (vii) ICT Group not having breached the terms of the Merger Agreement to the extent that any such breach (i) has or could reasonably be expected to have material adverse consequences on ICT Group, the Offeror or the Transaction; and (ii) is

incapable of being remedied within ten (10) Business Days after receipt by ICT Group of a written notice from the Offeror or has not been remedied by ICT Group within ten (10) Business Days after receipt by ICT Group of a written notice from the Offeror (or, if earlier, on or before the Unconditional Date);

No breach by the Offeror

- (viii) the Offeror not having breached the terms of the Merger Agreement to the extent that any such breach (i) has or could reasonably be expected to have material adverse consequences on ICT Group, the Offeror or the Transaction; and (ii) is incapable of being remedied within ten (10) Business Days after receipt by the Offeror of a written notice from ICT Group or has not been remedied by the Offeror within ten (10) Business Days after receipt by the Offeror of a written notice from ICT Group (or, if earlier, on or before the Unconditional Date);

No Material Adverse Effect

- (ix) no Material Adverse Effect having occurred since the date of the Merger Agreement;

No order

- (x) no order, stay, judgment or decree having been issued by any court, arbitral tribunal, government, governmental authority or other regulatory or administrative authority and being in effect, or any statute, rule, regulation, governmental order or injunction having been enacted, enforced or deemed applicable to the Transaction, any of which restrains, prohibits or delays or is reasonably likely to restrain, prohibit or delay consummation of the Transaction in any material respect;

No AFM notification

- (xi) no notification having been received from the AFM that the Offer has been made in conflict with any of the provisions of chapter 5.5 of the Wft or the Decree, within the meaning of section 5:80 of the Wft in which case, pursuant to those rules, investment firms would not be permitted to cooperate with the execution and completion of the Offer; and

No suspension or ending of trading

- (xii) trading in the Shares not having been permanently suspended or ended by Euronext Amsterdam or the AFM.

(b) Waiver

The Offer Condition set out in section 6.6(a)(i) (Acceptance Threshold) is for the benefit of the Offeror and may be waived by the Offeror at any time by giving written notice to ICT Group, provided that a waiver by the Offeror of this Offer Condition requires the prior written approval of the ICT Group Boards if the total of the Tendered, Owned and Committed Shares represents less than 80% of ICT Group's aggregate issued and outstanding ordinary share capital on a Fully Diluted Basis at the Closing Date or the Postponed Closing Date.

Each of the Offer Conditions set out in sections 6.6(a)(x) (No order) and 6.6(a)(xii) (No suspension or ending of trading) is for the benefit of both the Offeror and ICT Group and may, to the extent permitted by law, only be waived by the Offeror and ICT Group jointly in writing.

The Offer Conditions set out in sections 6.6(a)(ii) (Protection Trust), 6.6(a)(iii) (Merger Resolutions), 6.6(a)(iv) (Governance Resolution), 6.6(a)(v) (No Competing Offer), 6.6(a)(vi) (No Adverse Recommendation Change), 6.6(a)(vii) (Breach by ICT Group), and 6.6(a)(ix) (No Material Adverse Effect) are for the benefit of the Offeror and accordingly the Offeror may, to the extent permitted by law, waive each of these Offer Conditions, either in whole or in part, at any time by giving written notice to ICT Group. If the Acceptance Threshold of 95% of ICT Group's aggregate issued and outstanding ordinary share capital on a Fully Diluted Basis on the Closing Date or the Postponed Closing Date is met, the Offeror will waive the Offer Condition set out in 6.6(a)(iii) (Merger Resolutions) if such Offer Condition is not satisfied on the Closing Date or the Postponed Closing Date.

The Offer Condition set out in section 6.6(a)(viii) (Breach by the Offeror) is for the sole benefit of ICT Group and may, to the extent permitted by law, be waived by ICT Group (either in whole or in part) at any time by written notice to the Offeror.

The Offer Condition set out in section 6.6(a)(xi) (No AFM notification) cannot be waived.

The Offeror and ICT Group may not invoke any of the Offer Conditions if the non-satisfaction of such condition(s) is caused by a breach of that party of any of its obligations under the Merger Agreement.

(c) Material Adverse Effect

To the Offeror's 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 the Offeror's 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 ICT Group shall use its reasonable best efforts to procure the satisfaction of the Offer Conditions as soon as reasonably practicable. If at any time either the Offeror or ICT Group becomes aware of a fact or circumstance that might prevent an Offer Condition from being satisfied, it shall immediately notify the other party thereof in writing. If at any time either the Offeror or ICT Group becomes aware that an Offer Condition is satisfied, it shall immediately notify the other party thereof.

With respect to the Offer Condition set out in section 6.6(a)(ix) (No Material Adverse Effect), the Offeror and ICT Group have agreed on a binding advice procedure in the event the Offeror considers this Offer Condition not satisfied and ICT Group disagrees. In such event, a binding adviser shall be appointed and a binding advice shall be rendered within ten (10) Business Days after the

confirmation of the appointment of the binding adviser or such shorter period as the Offeror and ICT Group may agree, it being understood that a decision shall be rendered no later than noon CEST on the Business Day before the Unconditional Date. The binding adviser shall be appointed directly by the Arbitration Institute of the Netherlands (*Nederlands Arbitrage Instituut*) in accordance with article 14(3) of the Binding Advice Rules of the Arbitration Institute of the Netherlands (*Bindend Adviesreglement van het Nederlands Arbitrage Instituut*). The binding advice shall be final and binding upon the Offeror and ICT Group and each of the Offeror and ICT Group shall fully comply with the binding advice and the content thereof.

For the purposes of the Offer Condition set out in section 6.6(a)(x) (No order), the Offeror and ICT Group shall reasonably cooperate and use their reasonable endeavours to defend, contest, clear and resist any order, stay, judgment or decree and to have that vacated, lifted, cleared, reversed or overturned, including by making filings to, and notifying a relevant court, arbitral tribunal, government, governmental authority or other regulatory or administrative authority.

(f) Long Stop Date

The Offer Conditions must be satisfied or waived on or before 31 December 2021 (the **Long Stop Date**).

6.7 Decision-making and Recommendation by the ICT Group Boards

As described in section 6.1 (Background and public announcements), ICT Group performed a review of the current strategy to identify and evaluate strategic options available to accelerate its current strategy during the summer of 2020, after several internal discussions and meetings with various stakeholders. As a result of the strategic review outcome, ICT Group, together with its financial and legal advisers, set up a competitive bidding process in the second half of 2020, with various parties being approached to express their interest in a possible transaction. ICT Group signed a confidentiality agreement with several parties in November 2020. A special committee consisting of Supervisory Board members Mr Th.J. van der Raadt and Mr K. Beeckmans (the **Special Committee**) was appointed to closely monitor and ensure a full and thorough process and safeguard the interests of ICT Group's stakeholders by looking at all strategic options available, taking into account the interests of ICT Group's stakeholders in a possible transaction and monitoring potential conflicts of interest. The Special Committee and the ICT Group Boards have frequently and extensively discussed the developments of a proposed transaction and related key decisions, including those related to the Merger Agreement and other key transaction documentation, throughout the process. The Special Committee was mandated by the Supervisory Board to be more closely involved in the process and to serve as first point of contact for the Executive Board. The decision-making took place within the full Supervisory Board.

In December 2020, ICT Group received expressions of interest in the form of an indicative offer from various parties. NPM Capital was one of the parties that expressed its interest in a potential acquisition of ICT Group through a recommended public offer for all the issued and outstanding ordinary Shares in ICT Group. In line with their fiduciary responsibilities, the ICT Group Boards, assisted by their financial and legal advisers, carefully reviewed the indicative offers that had been submitted by interested parties, and they gave careful consideration to all aspects of these offers, including strategic, financial, operational and social aspects as well as deal certainty. Two parties, including NPM Capital, received a process letter on 7 January 2021 inviting them into a process that started on 11 January 2021. The process allowed for selected information being available for the parties to conduct a due diligence into ICT Group and its business, and it required both parties to

submit a "firm offer" on 29 January 2021. In addition, the parties were provided with a first draft of a merger agreement and were required to provide a mark-up.

The two parties both submitted a "firm offer" and a mark-up of the merger agreement on 29 January 2021. The ICT Group Boards discussed and carefully considered these firm offers and their terms and they explored the rationale, merits and risks for the stakeholders of ICT Group, including its shareholders, together with all key internal and external financial and legal advisers. Based on this evaluation, the ICT Group Boards concluded that NPM Capital had offered both a higher offer price, better non-financial terms as well as high(er) deal certainty. They also believed in a better cultural fit between ICT Group and NPM Capital. The ICT Group Boards therefore determined that it would be appropriate to start discussions with NPM Capital on an exclusive basis with a view to reaching a definitive agreement, subject to the Supervisory Board's approval, before Friday, 5 March 2021. NPM Capital received a final process letter on 3 February 2021, inviting it to the final phase of conducting a confirmatory due diligence on the outstanding items and of negotiating and finalising the Merger Agreement.

From 4 February 2021 to the beginning of March 2021, NPM Capital and ICT Group, with the assistance of their respective legal advisers, engaged in discussions regarding the Merger Agreement, in the course of which various drafts and mark-ups were exchanged. During this time, NPM Capital was not permitted and did not discuss with any members of the Executive Board the terms of participation by them as minority shareholders in the Offeror. In the final phase, after ICT Group and NPM Capital had reached an agreement on all key items and after approval by ICT Group, discussions took place between NPM Capital and Teslin regarding the formation of a consortium controlling the Offeror.

As part of the process, the ICT Group Boards intensively discussed ICT Group's interest and the interests of its stakeholders during several meetings and conference calls. In their decision-making process on this, the ICT Group Boards took into account a number of aspects, including: (i) strategic options, (ii) financial terms, (iii) non-financial terms, (iv) deal certainty (i.e. the arrangements impacting the likelihood that the Transaction will take place), and (v) deal protection and the 'fiduciary out' (i.e. the arrangements determining under which circumstances the ICT Group Boards remain committed to the Offer, and under which circumstances they are able to explore, and eventually recommend, a competing offer).

On 4 March 2021, the ICT Group Boards met and carefully reviewed and discussed the final terms and conditions of the Merger Agreement and gave careful consideration to all aspects of the Offer, including the effects on ICT Group's stakeholders, governance, employees, operations and strategy, taking into account the advice of ICT Group's financial and legal advisers. More specifically, AXECO gave corporate finance advice and issued a fairness opinion to the ICT Group Boards, ING gave corporate finance advice and issued a fairness opinion to the Supervisory Board, and De Brauw Blackstone Westbrook N.V. gave legal advice to the ICT Group Boards about the terms of the Offer. At the end of the meeting, the ICT Group Boards concluded the Offer, the Transaction and the related actions as contemplated by the Merger Agreement, including the Company's execution thereof, to be in the best interest of ICT Group and the sustainable success of its business, taking into account the interests of all ICT Group's stakeholders, including the Shareholders.

Subsequently, the Merger Agreement was signed early in the morning on 5 March 2021 by representatives of ICT Group and the Offeror. On the same day, before the opening of the stock market, the Offeror, NPM Capital, Teslin Acquisition and ICT Group jointly published a press release stating that they had reached a conditional agreement on an intended public offer by the Offeror.

With reference to the above, on the terms and subject to the conditions and restrictions of the Offer Memorandum, the ICT Group Boards unanimously (i) support the Transaction, (ii) recommend to the Shareholders to accept the Offer and to tender their Shares pursuant to the Offer and (iii) recommend to the Shareholders to vote in favour of all Resolutions at the EGM (the **Recommendation**).

More information is included in the Position Statement.

6.8 Revocation or withdrawal of Recommendation

(a) Adverse Recommendation Change

Subject to the right of the Offeror and ICT Group to terminate the Merger Agreement in accordance with sections 6.22 (Exclusivity and Alternative Proposal), 6.23 (Potential Competing Offer), 6.24 (Competing Offer), 6.25 (Revised Offer) and 6.26 (Consecutive Competing Offer), ICT Group shall ensure that neither the ICT Group Boards nor any of their members shall (i) withdraw, modify, amend or qualify the Recommendation in a manner adverse to the Offeror or the Offer, or (ii) make any contradictory statements as to the Recommendation with respect to the Offer and the Transaction in a manner adverse to the Offeror, any of the actions described in (i) and (ii), an **Adverse Recommendation Change**.

(b) Intervening Event Adverse Recommendation Change

Subject to the right of the Offeror to terminate the Merger Agreement in accordance with sections 6.22 (Exclusivity and Alternative Proposal), 6.23 (Potential Competing Offer), 6.24 (Competing Offer), 6.25 (Revised Offer) and 6.26 (Consecutive Competing Offer), the ICT Group Boards may withdraw, modify, amend or qualify the Recommendation in case of an Intervening Event (an **Intervening Event Adverse Recommendation Change**) at any time prior to the Closing Date or Postponed Closing Date to the extent that (i) the ICT Group Boards determine in good faith, after consultation with their outside legal counsel and financial advisers, that the failure of the ICT Group Boards to make such Intervening Event Adverse Recommendation Change would be inconsistent with the fiduciary duties of the members of the ICT Group Boards under Dutch law and (ii) (A) ICT Group provides the Offeror five (5) Business Days' notice of its intention to take such action, which notice shall specify the reasons therefor and describe the Intervening Event in reasonably sufficient detail, (B) after providing such notice and prior to making such Intervening Event Adverse Recommendation Change, ICT Group shall negotiate in good faith with the Offeror during such five (5) Business Days' period (to the extent that the Offeror desires to negotiate) to make such revisions to the terms of the Merger Agreement, in particular with respect to the Offer Price, as would obviate the need for the ICT Group Boards to make an Intervening Event Adverse Recommendation Change, and (C) the ICT Group Boards shall have considered in good faith any changes to the Merger Agreement offered in writing by the Offeror, and following such five (5) Business Days' period, shall have determined in good faith, after consultation with ICT Group's outside legal counsel and financial advisers, that the failure of the ICT Group Boards to effect an Intervening Event Adverse Recommendation Change with respect to such Intervening Event would be inconsistent with the fiduciary duties of the members of the ICT Group Boards under Dutch law.

Intervening Event means any material event, material development, material circumstance or material change in circumstances or facts with respect to ICT Group and its Affiliates that occurs or arises after the date of the Merger Agreement that was not known to, or reasonably foreseeable by, the ICT Group Boards as of the date of the Merger Agreement and that causes the ICT Group Boards to determine in good faith, after consultation with its outside legal counsel and financial advisers and

after consultation with the Offeror, that the failure to make such Intervening Event Adverse Recommendation Change would be inconsistent with the fiduciary duties of the members of the ICT Group Boards under Dutch law; provided, however, that in no event shall the receipt, existence or terms of an Alternative Proposal, a Potential Competing Offer or a Competing Offer or any matter relating thereto or of consequence thereof constitute an Intervening Event.

In case of an Intervening Event Adverse Recommendation Change, the Offeror may decide, after consultation with ICT Group, to proceed with the Transaction, subject to waiver of the Offer Condition set out in section 6.6(a)(vi) (No Adverse Recommendation Change) in accordance with section 6.6(b) (Waiver). In such case, ICT Group shall continue to cooperate with and support the Offer and the Transaction in accordance with the terms and conditions set out in the Merger Agreement.

6.9 Irrevocable undertaking of Shareholders and Executive Board members

(a) Irrevocable undertaking Teslin

Teslin and the Offeror entered into an irrevocable undertaking and Teslin, Teslin Acquisition, NPM Capital and the Offeror entered into a consortium agreement, each on 5 March 2021.

Teslin, holding approximately 19.3% of the Shares on the date of the date of the Merger Agreement, has irrevocably undertaken to:

- (i) accept the Offer;
- (ii) tender all of its Shares minus the Contribution 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, Teslin 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 Agreement and subject to the terms and conditions of the irrevocable undertaking and the consortium agreement and such agreements remaining in full force and effect, Teslin has irrevocably undertaken to transfer (*leveren*) and contribute such number of Shares (the **Contribution Shares**) in exchange for issuance of shares in the Offeror by the Offeror to Teslin Acquisition, resulting in it holding 17% of the total ordinary shares in the Offeror and 17.8% of the total preference shares in the Offeror on a fully diluted basis on the Settlement Date. The exact number of Contribution Shares depends on the amount of any debt financing obtained by the Offeror. Teslin shall contribute and transfer (*leveren*) to the Offeror the Contribution Shares under the same terms and conditions as applicable to all Shareholders except for the date of delivery, which will take place between the Unconditional Date and the Settlement Date, and no cash payment but a direct equity interest in the Offeror with the same value as the cash payment.

If the consortium agreement terminates: (i) there shall no longer be any obligation on Teslin and its affiliates to contribute the Contribution Shares or otherwise invest in the Offeror and (ii) Teslin shall instead accept the Offer and tender the Contribution Shares under the Offer against payment of the Offer Price per Share in cash in full for the Shares tendered by it, in case the Offeror declares the Offer unconditional (*gestand wordt gedaan*).

The irrevocable undertaking contains customary undertakings and conditions and may be terminated by the Offeror and Teslin if (i) the price per Share under the Offer is not at least EUR 14.50 cum dividend, (ii) the Offer lapses or is withdrawn in accordance with its terms, or (iii) the Merger Agreement is terminated in accordance with its terms.

Teslin and Teslin Acquisition 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 (other than the Contribution Shares) under the Offer under the same terms and conditions as the other Shareholders.

(b) Irrevocable undertaking Mavawe

Mavawe, holding approximately 6.4% of the Shares on the date of the Merger Agreement, 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, it is anticipated that Mavawe will receive a cash amount of approximately EUR 8,768,634 in consideration for its Shares tendered under the Offer. The irrevocable undertaking contain customary undertakings and conditions and may be terminated by the Offeror and Mavawe if (i) the price per Share under the Offer is not at least EUR 14.50 cum dividend, (ii) the Offer lapses or is withdrawn in accordance with its terms, or (iii) the Merger Agreement is terminated in accordance with its terms.

Mavawe 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.

(c) Irrevocable of Share Trust Office

The Offeror and the Share Trust Office have entered into an irrevocable undertaking. The Share Trust Office, holding approximately 3.88% of the Shares on the date of this Offer Memorandum, has irrevocably undertaken to:

- (i) accept the Offer in respect of any Shares over which the Share Trust Office has or will have disposal power, except for any Shares that are no longer subject to a lock-up arrangement in accordance with the ICT Group Share Participation Plans (as defined in 7.11 (ICT Group Share Participation Plans)) and which Shares the participants wish to – via the Share Trust Office – freely dispose over before Settlement;
- (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;

unless any holder of Depositary Receipts wishes to accept the Offer him- or herself in accordance with the ICT Group Share Participation Plans and the Share Trust Office's terms of administration, in which case the holder of Depositary Receipts tenders and votes such Shares.

If and when Settlement occurs, it is anticipated that the Share Trust Office will receive a cash amount of up to approximately EUR 5,299,470 in consideration for its Shares tendered under the Offer, which cash amount may vary depending on the number of holders of Depositary Receipts that will – via the Share Trust Office – freely dispose over Shares prior to Settlement or tender Shares themselves in accordance with the ICT Group Share Participation Plans and the Share Trust Office's terms of administration. The irrevocable undertaking contains customary undertakings and conditions and may be terminated by the Offeror and the Share Trust Office if (i) the price per Share under the Offer is not at least EUR 14.50 cum dividend, (ii) the Offer lapses or is withdrawn in accordance with its terms, or (iii) the Merger Agreement is terminated in accordance with its terms.

The Share Trust Office 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.

(d) Irrevocable undertaking Executive Board members

With reference to section 6.10 (Shareholdings of the members of the ICT Group Boards), each member of the Executive Board holding Shares and/or Depositary Receipts, jointly approximately 1% of the Shares, has irrevocably undertaken to:

- (i) accept the Offer;
- (ii) tender all his Shares and/or all Depositary Receipts or instruct the Share Trust Office to tender the Shares represented by the Depositary Receipts under the Offer.
- (iii) vote in favour of the Resolutions at the EGM.

If and when Settlement occurs, it is anticipated that the Executive Board members will receive a cash amount of approximately EUR 1.4 million in consideration for their Shares and/or Depositary Receipts tendered under the Offer. The irrevocable undertakings contain customary undertakings and conditions and may be terminated by the Offeror and the Executive Board member if (i) the price per Share under the Offer is not at least EUR 14.50 cum dividend, (ii) the Offer lapses or is withdrawn in accordance with its terms, or (iii) the Merger Agreement is terminated in accordance with its terms.

The members of the Executive Board did not receive any information relevant for a Shareholder and/or holder of Depositary Receipts in connection with the Offer that is not included in this Offer Memorandum and will tender their Shares and/or Depositary Receipts under the Offer under the same terms and conditions as the other Shareholders.

6.10 Shareholdings of the members of the ICT Group Boards

(a) Information on Shares

As of the date of this Offer Memorandum, Shares and Depositary Receipts are held by the members of the ICT Group Boards as shown in the following table.

ICT Group Board member	Number of Shares	Number of Depositary Receipts	Total proceeds based on Offer Price EUR 14.10
J.H. Blejje	451	59,493	EUR 845,210.40
W.J. Wienbelt	Not applicable	40,295	EUR 568,159.50

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

The table below provides an overview of all transactions in Shares and Depositary Receipts effectuated by members of the ICT Group Boards in the year prior to the date of this Offer Memorandum.

ICT Group Board member	Number of Shares and Depositary Receipts	Type of transaction	Date	Volume weighted average price (EUR)
J.H. Blejje	11,000 Depositary Receipts	Acquisition	3 July 2020	EUR 7.55 (seven euro and fifty-five eurocents)
W.J. Wienbelt	14,438 Depositary Receipts	Acquisition	3 July 2020	EUR 7.55 (seven euro and fifty-five eurocents)

6.11 Respective cross-shareholdings

As at the date of this Offer Memorandum, Teslin holds, directly or indirectly, 1,871,033 Shares representing approximately 19.3% of the aggregate number of issued and outstanding Shares.

As at the date of this Offer Memorandum, other than the Shares held by Teslin, the Offeror, directly or indirectly, does not hold any Shares in ICT Group. In the year preceding the date of this Offer Memorandum, neither NPM Capital, Teslin, Teslin Acquisition or the Offeror have executed transactions in relation to ICT Group securities.

The Offeror or brokers (acting as agents for the Offeror) reserve the right to, to the extent permissible under applicable law or regulation, from time to time after the date the Offer Memorandum, and other than pursuant to the intended Offer, 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 and NPM Capital (www.npm-capital.com).

No remunerations have been or will be paid to the statutory directors or supervisory directors (if any) of NPM Capital, Teslin, Teslin Acquisition or the Offeror in connection with the Offer being declared unconditional (*gestanddoening*).

ICT Group and/or any of its Affiliates do not directly or indirectly hold any shares in NPM Capital, Teslin, Teslin Acquisition or the Offeror.

6.12 Consequences of the Offer for non-tendering Shareholders

It is likely that the Offer, if and when it is declared unconditional (*gestanddoening*), has implications for the Shareholders who did not tender their Shares. Therefore, Shareholders considering not tendering their Shares under the Offer should carefully review the sections of this Offer Memorandum that further explain the intentions of the Offeror, such as this section 6.12 (Consequences of the Offer for non-tendering Shareholders) and section 6.13 (Possible Post-Closing Measures and future legal structure), which describe certain implications to which such Shareholders will be subject if the Offer is declared unconditional (*gestand wordt gedaan*) and settled. These risks are in addition to the risks associated with holding securities issued by ICT group generally, such as the exposure to risks related to the business of ICT Group, the markets in which ICT Group and its Affiliates operate, as well as economic trends affecting such markets generally as such business, markets and trends may change from time to time after the Settlement Date.

(a) Intentions following the Offer being declared unconditional (*gestanddoening*)

If the Offer is declared unconditional (*gestand wordt gedaan*), the Offeror and ICT Group intend to as soon as possible:

- (i) procure delisting of the Shares from Euronext Amsterdam and terminate the listing agreement between ICT Group and Euronext Amsterdam in relation to the listing of the Shares; and
- (ii) convert ICT Group into a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) if deemed desirable by the Offeror, which will, *inter alia*, cause all Shares to become subject to transfer restrictions (pursuant to which Shares may be transferred after the general meeting of Shareholders has given its approval), all in accordance with the laws of the Netherlands and the Articles of Association in the form as amended post delisting, as set out in section 14.2 (Articles of association post-delisting); and
- (iii) have the Offeror acquire all Shares not yet owned by it, whether pursuant to the Buy-Out as set out in section 6.13(b) (Buy-out), or by implementing the Merger and Liquidation or any other Post-Closing Measure resulting in ICT Group becoming a wholly-owned subsidiary of the Offeror, or the Offeror otherwise becoming 100% owner of the ICT Group business. See section 6.13 (Possible Post-Closing Measures and future legal structure).

(b) Liquidity and delisting

The purchase of Shares by the Offeror pursuant to the Offer will reduce the number of Shareholders, as well as the number of Shares that might otherwise be traded publicly. As a result, the liquidity and market value of the Shares that were not tendered under the Offer, or were tendered and validly withdrawn, may be adversely affected. The Offeror does not intend to compensate for such adverse effect by, for example, setting up a liquidity mechanism for the Shares that are not tendered following the Settlement Date and the Post-Acceptance Period.

Should the Offer be declared unconditional (*gestanddoening*), the Offeror and ICT Group intend to procure the delisting of the Shares on Euronext Amsterdam as soon as possible under Applicable Rules. This may further adversely affect the liquidity and market value of any Shares not tendered.

If the Offeror acquires 95% or more of the Shares, it will be able to procure delisting of the Shares from Euronext Amsterdam in accordance with applicable (policy) rules. However, the listing of the Shares on Euronext Amsterdam will also terminate after a successful Merger and Liquidation as set out in section 6.13(c) (Merger and Liquidation) or any other measures or procedures set out in section 6.13(d) (Other Post-Closing Measures). In the event that ICT Group will no longer be listed, the provisions applicable to the governance of listed companies will no longer apply and the rights of remaining minority shareholders may be limited to the statutory minimum.

6.13 Possible Post-Closing Measures and future legal structure

(a) General

Taking into account the business rationale of the Transaction, ICT Group has acknowledged the importance to the Group to in an expeditious manner enhance the sustainable success of the business of the Group and that the terms of the Offer are predicated on the acquisition of 100% of the Shares or ICT Group's assets and operations. This importance is based, inter alia, on:

- (i) the ability to achieve the strategic benefits of the Transaction and enhance the sustainable success of ICT Group's business in an expeditious manner in a private environment in a fully owned set-up after delisting;
- (ii) the fact that having the consortium of NPM Capital and Teslin (via the Offeror) as shareholder and operating without a public listing increases the Group's ability to achieve the goals and implement the actions of its strategy and reduces the Group's costs (e.g. there will no longer be a requirement for physical general meetings and the Offeror and ICT Group shall no longer have to publish separate annual accounts);
- (iii) the ability of ICT Group and the Offeror to terminate the listing of the Shares from Euronext Amsterdam, and all resulting cost savings therefrom;
- (iv) the ability to achieve an efficient capital structure (both from a tax and financing perspective), which would, amongst others, facilitate intercompany transactions and dividend distributions;
- (v) the ability to implement and focus on achieving long-term strategic goals of ICT Group, as opposed to short-term performance driven by quarterly reporting; and
- (vi) as part of the long-term strategic objectives the ability to focus on pursuing and supporting (by providing access to equity and debt capital) continued buy-and-build acquisition opportunities as and when they arise.

In light of the above and the fact that the Offeror's willingness to pay the Offer Price and to pursue the Offer is predicated on the acquisition of 100% of the Shares, and in light of the willingness of the Offeror to reduce the Acceptance Threshold from 95% to the Merger Threshold, ICT Group expresses an interest in and its support for the Merger and Liquidation.

Following Settlement and subject to sections 6.13(b) (Buy-out), 6.13(c) (Merger and Liquidation) and 6.13(d) (Other Post-Closing Measures), the Offeror may implement the measures mentioned in those sections.

Furthermore, the Offeror reserves the right to use any legally permitted method to acquire all of the Shares (or full ownership of ICT Group's business) and to optimise the corporate, financing and tax structure of ICT Group. No decision in respect of pursuing any restructuring measures as set out in this section 6.13 has been taken by the Offeror and no such decision is envisaged to be taken prior to the Offer being declared unconditional (*gestanddoening*). The Offeror will, however, decide to implement the Buy-Out in the event set out in section 6.13(b) (Buy-out) and expects to implement the Merger and Liquidation in the event set out in section 6.13(c) (Merger and Liquidation).

(b) Buy-out

In the event that following the Settlement Date or the Post-Acceptance Period, the Offeror (A) holds at least 95% of ICT Group's aggregate issued and outstanding ordinary share capital (*geplaatst en uitstaand gewoon kapitaal*) on a Fully Diluted Basis (calculated in accordance with the Dutch Civil Code), the Offeror shall as soon as possible commence a compulsory buy-out procedure (*uitkoopprocedure*) in accordance with Article 2:92a or 2:201a of the Dutch Civil Code, and/or (B) holds (i) at least 95% of ICT Group's aggregate issued and outstanding ordinary share capital (*geplaatst en uitstaand gewoon kapitaal*) on a Fully Diluted Basis and (ii) at least 95% of the voting rights in respect of these Shares (calculated in accordance with the Dutch Civil Code), the Offeror shall commence the takeover buy-out procedure (*uitkoopprocedure*) in accordance with Article 2:92a of the Dutch Civil Code and, if the requirements under (B) are met, in accordance with Article 2:359c of the Dutch Civil Code by the filing of a writ of summons with the Enterprise Chamber (the **Buy-Out**) to buy out the remaining Shareholders. ICT Group shall provide the Offeror with any assistance as may be required, including, if needed, joining such proceedings as co-claimant.

In the Buy-Out, any remaining minority shareholders of ICT Group 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 Buy-Out. The Dutch income tax of the Buy-Out is the same as the Dutch income tax of the Offer. For more information reference is made to section 10 (Tax aspects of the Offer and Merger and Liquidation).

(c) Merger and Liquidation

Less than 95% but at least the Merger Threshold

After and subject to (i) adoption of the Merger Resolutions at the EGM, (ii) the Offer being declared unconditional (*gestand wordt gedaan*) and (iii) the number of Shares having been tendered for acceptance during the Offer Period and the Post-Acceptance Period, together with (x) any Shares directly or indirectly held by the Offeror, (y) any Shares committed to the Offeror, in writing and (z) any Shares to which the Offeror is entitled, represent less than 95%, but at least the Merger Threshold, the Offeror may determine to implement the Merger and Liquidation. If the number of Shares having been tendered for acceptance during the Offer Period and the Post-Acceptance Period together with (x) any Shares directly or indirectly held by the Offeror, (y) any Shares committed to the Offeror and (z) any Shares to which the Offeror is entitled, represent at least 95% of ICT Group's issued and outstanding ordinary share capital (*geplaatst gewoon kapitaal*) on a Fully Diluted Basis, the Offeror shall not be entitled to proceed with implementing the Merger and Liquidation and instead shall commence the Buy-Out as set out in section 6.13(b) (Buy-out).

Re-evaluation

In the event that the Offeror shall hold less than the Acceptance Threshold, the ICT Group Boards and the individual members of the ICT Group Boards shall no longer be under the obligation to cooperate with the Merger and Liquidation, but the ICT Group Boards shall have the opportunity to re-evaluate the Merger and Liquidation and whether to nevertheless proceed with it in light of the then prevailing circumstances and accordingly ICT Group and the Offeror may in that case agree to proceed with the Merger and Liquidation in such scenario, provided that such will only be permitted with the prior approval of the ICT Group Boards, including a vote in favour of such approval by at least one (1) of the Independent Supervisory Board Members.

Description of the Merger and Liquidation

The structure comprises a statutory triangular merger (*juridische driehoeksfusie*) in accordance with Article 2:309 et seq of the Dutch Civil Code of ICT Group 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 **Merger**). The various steps which are envisaged by the Merger are set out in more detail below.

Prior to the date of this Offer Memorandum, ICT Group has incorporated Company Holdco as a wholly-owned subsidiary of ICT Group and Company Holdco has incorporated Company Sub as a wholly-owned subsidiary of Company Holdco. Also, the Executive Board has prepared, and the ICT Group Boards have resolved to adopt and sign a merger proposal (the **Merger Proposal**) for a statutory triangular merger (*juridische driehoeksfusie*) of ICT Group (as disappearing company) with and into Company Sub (as acquiring company), with Company Holdco allotting shares to ICT Group's Shareholders in accordance with Article 2:309 et seq of the Dutch Civil Code.

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

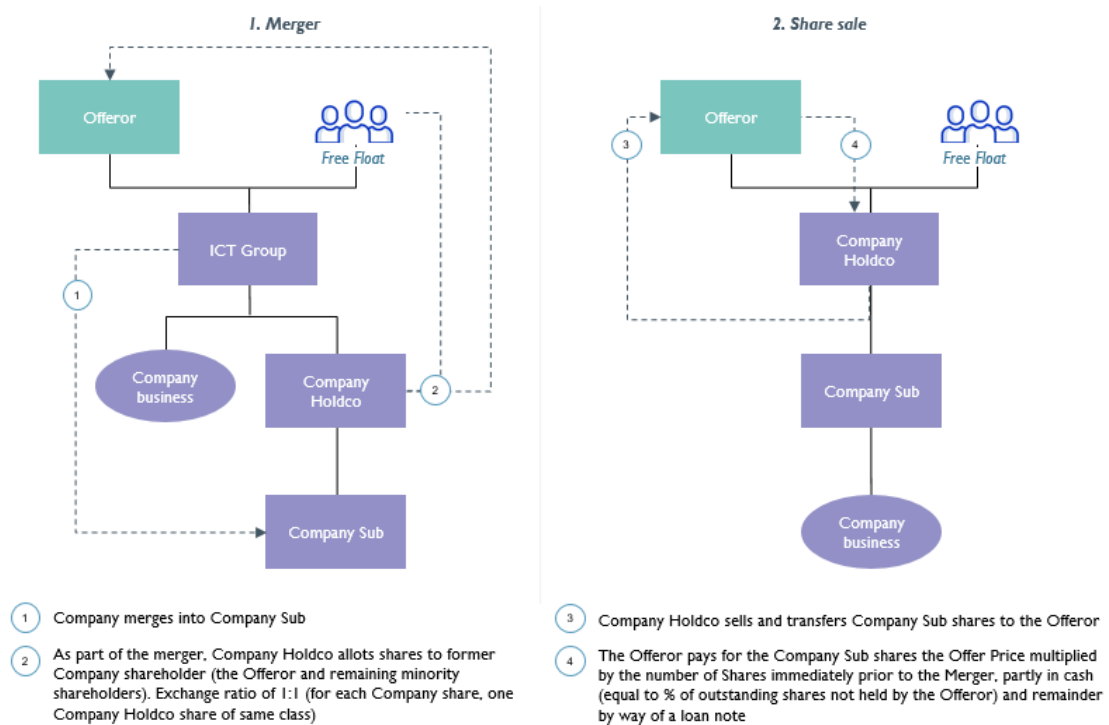
If the Offeror determines to implement the Merger and Liquidation in accordance with this section 6.13(c) (Merger and Liquidation):

- (i) ICT Group, Company Holdco and Company Sub will effectuate the 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 Merger;
- (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 (*leveren*) by Company Holdco to the Offeror immediately after the Merger becoming effective to the Offeror (the **Share Sale**) against payment of a purchase price equal to the Offer Price;
- (iii) ICT Group as sole shareholder of Company Holdco will, subject to and following the completion of the Share Sale, (i) resolve to dissolve (*ontbinden*) and liquidate (*vereffenen*) Company Holdco in accordance with Article 2:19 of the Dutch Civil Code (the **Liquidation**) and (ii) appoint the liquidator(s) (*vereffenaar(s)*) of

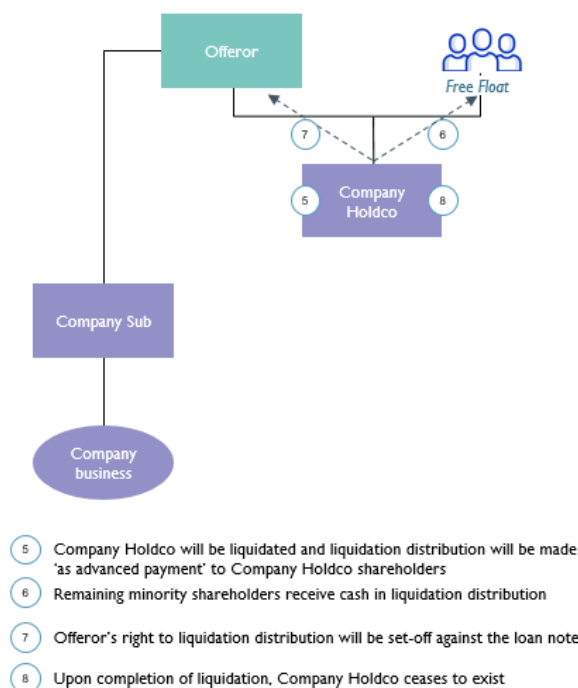
Company Holdco in accordance with Article 2:19 of the Dutch Civil Code and approve reimbursement of the liquidator's reasonable salary and costs and (iii) appoint Company Sub as the custodian of the books and records of Company Holdco in accordance with Article 2:24 of the Dutch Civil Code; and

- (iv) ICT Group 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 (x) is intended to take place on or about the date the Share Sale is completed and (y) 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 Merger and Liquidation:



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 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 Merger and Liquidation are similar to the Dutch tax consequences in connection with the acceptance of the Offer. Reference is made to section 10 (Tax aspects of the Offer and Merger and Liquidation).

(d) Other Post-Closing Measures

Without prejudice to the provisions of section 6.13(c) (Merger and Liquidation), 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 Group for the purpose of achieving an optimal operational, legal, financial and/or fiscal structure in accordance with the Applicable Rules and applicable laws in general, some of which may have the side effect of diluting the shareholding of any remaining minority shareholders of ICT Group, including:

- (i) a subsequent public offer for any Shares held by minority shareholders;
- (ii) a statutory (bilateral or triangular) legal merger (*juridische (driehoeks)fusie*) in accordance with article 2:309 et seq. of the Dutch Civil Code between ICT Group as

the disappearing entity and the Offeror and/or any other Affiliate of the Offeror as the surviving entity;

- (iii) a statutory legal demerger (*juridische splitsing*) of ICT Group in accordance with article 2:334a et seq. of the Dutch Civil Code;
- (iv) a contribution of cash and/or assets by the Offeror or by any Affiliate of the Offeror in exchange for ordinary shares or preference shares in ICT Group's share capital, in which circumstances the pre-emptive rights (*voorkeursrechten*), if any, of minority shareholders of ICT Group may be excluded;
- (v) a distribution of proceeds, cash and/or assets to the shareholders of ICT Group or share buybacks;
- (vi) a sale and transfer of assets and liabilities by the Offeror or any of its Affiliates to any member of the Group, or a sale and transfer of assets and liabilities by any member of the Group to the Offeror or any of its Affiliates;
- (vii) any transaction between ICT Group and the Offeror or their respective Affiliates at terms that are not at arm's length;
- (viii) any transaction, including a sale and/or transfer of any material asset, between ICT Group and its Affiliates or between ICT Group and the Offeror or their respective Affiliates with the objective of utilising any carry forward tax losses available to ICT Group, the Offeror or any of their respective Affiliates;
- (ix) any combination of the foregoing; or
- (x) any transactions, restructurings, share issues, procedures and/or proceedings in relation to ICT Group and/or one or more of its Affiliates required to effect the aforementioned objectives,

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

The Offeror has agreed with ICT Group that it will only effect or cause to effect any Post-Closing Measure after the Post-Acceptance Period and only if the Offeror then holds less than 95% of the Shares. The Post-Closing Measures are subject to any applicable tax, including any Dutch dividend withholding tax.

In the implementation of any Post-Closing Measure, due consideration will be given to the requirements of Applicable Rules, including the requirement to consider the interests of all stakeholders including any minority shareholders of ICT Group, and the requirement for the members of the Supervisory Board to form their independent view of the relevant matter. Reference is made to section 6.14(b) (Veto rights of Independent Supervisory Board Members) for certain veto rights of the Independent Supervisory Board Members in this respect.

(e) Dividend policy

Following the Settlement Date, the current dividend policy of ICT Group may be discontinued. Future dividends paid may be of a one-off nature only and the amount of any dividends will depend on a number of factors associated with the Offeror's tax and financial preferences from time to time.

Any Distribution made in respect of Shares after the Settlement Date will be deducted for the purpose of establishing the value per Share in the Buy-Out, the Merger and Liquidation or any other measure contemplated by this section 6.13 (Possible Post-Closing Measures and future legal structure).

(f) Tax treatment of distributions

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

6.14 Role and veto rights of Independent Supervisory Board Members

(a) Role of Independent Supervisory Board Members

Subject to the Offer being declared unconditional (*gestanddoening*) and the relevant resolutions having been adopted at the EGM, the Supervisory Board will as from the Settlement Date include Mr Th.J. van der Raadt and Mr K. Beeckmans (recommended by the Works Council), who are currently members of the Supervisory Board and are considered independent within the definition of the Dutch Corporate Governance Code as of the Settlement Date (the **Independent Supervisory Board Members**). In their position as members of the Supervisory Board, the Independent Supervisory Board Members shall monitor and protect the interests of ICT Group, its business and all of Company's 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 ICT Group when material transactions between ICT Group and the Offeror or an Affiliate of the Offeror are considered.

(b) Veto rights of Independent Supervisory Board Members

If any proposed Post-Closing Measure could reasonably be expected to prejudice or negatively affect the value of the Shares held by the remaining minority shareholders in ICT Group, other than (i) 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, or any shares issued to a third party not being an Affiliate of the Offeror or ICT Group, (ii) the Buy-Out or (iii) the Merger and Liquidation, then the affirmative vote of one (1) Independent Supervisory Board Member shall be required prior to the implementation of any such Post-Closing Measure.

(c) Advisers to Independent Supervisory Board Members

The Independent Supervisory Board Members shall have the opportunity to engage for the account of ICT Group their own financial and legal advisers if and to the extent they believe that the advice of such advisers is reasonably necessary to assist them in reviewing and assessing matters that come before the Supervisory Board.

6.15 Amendments to the Articles of Association

(a) Articles of Association

The Offeror intends to have the Articles of Association amended in the following instances: (i) following Settlement, and (ii) following termination of the listing of the Shares on Euronext Amsterdam, in each case as included in section 14 (Articles of Association).

The amendments to the Articles of Association following Settlement reflect that ICT Group will have the Offeror as large majority shareholder. The amendments mainly relate to the governance of the Supervisory Board (including but not limited to composition, appointment and decision-making) and the deletion of the Cumulative Preference Shares.

The subsequent amendments to the Articles of Association following delisting from Euronext Amsterdam will primarily relate to (i) ICT Group at that moment no longer being a listed company and (ii) the conversion of ICT Group from a public limited liability company into a private limited liability company.

The amendments to the Articles of Association do not affect the application of the large company regime (*structuurregime*) by ICT Group. Reference is made to section 6.20(c)(iii) (Structure and governance).

(b) Board Rules

The Company currently has a set of Executive Board rules and Supervisory Board rules in place, governing the internal proceedings of the Executive Board and the Supervisory Board, respectively. It is intended that such rules will be amended in the following instances: (i) following Settlement, and (ii) following termination of the listing of the Shares on Euronext Amsterdam. The amendments in the first instance mainly reflect that ICT Group will have the Offeror as large majority shareholder. The amendments in the second instance primarily relate to ICT Group at that moment no longer being a listed company.

6.16 Composition of the Executive Board

At Settlement, the current members of the Executive Board shall continue to serve as members of the Executive Board. Mr R. Jansen, the current Chief Operating Officer of ICT Group, will be appointed by the Supervisory Board as a new member of the Executive Board following Settlement.

6.17 Composition of the Supervisory Board

The Supervisory Board will initially continue to comprise up to five (5) persons. Subject to the Offer being declared unconditional (*gestanddoening*) and the relevant resolutions having been adopted at the EGM, the Supervisory Board will as of the Settlement Date consist of:

- (a) Mr B.P. Coopmans, Mr M.A Koster and Mr J.J. Bongers as new members of the Supervisory Board; and
- (b) Mr Th.J. van der Raadt and Mr K. Beeckmans as the Independent Supervisory Board Members.

Mr Th.J. van der Raadt shall be the chair of the Supervisory Board during a transition period of three (3) years, unless he determines otherwise. The Offeror shall appoint Mr X. Wolfkamp as observer to the Supervisory Board following Settlement.

After the Settlement Date, and notwithstanding the recommendation rights of the Works Council and the general meeting of Shareholders and the nomination rights of the Supervisory Board, the Offeror will be able to determine the appointment of the members of the Supervisory Board, provided that (i) the Supervisory Board shall not exceed seven (7) members and (ii) the Independent Supervisory Board Members (or, after their resignation, any other person who (x) qualifies as independent within the meaning of the Dutch Corporate Governance Code and (y) is reasonably acceptable to the other supervisory directors including the Independent Supervisory Board Members) shall continue to serve on the Supervisory Board for the duration of the Non-Financial Covenants as set out in section 6.20(g) (Benefit and enforcement).

The Company applies the large company regime (*structuurregime*) and the appointment of members of the Supervisory Board and any suspension or dismissal is subject to the procedure as set out in articles 2:158 and 2:161 of the Dutch Civil Code and the Articles of Association.

6.18 Compensation to the members of the Supervisory Board in connection with resignation

The members of the Supervisory Board who shall resign as per the Settlement Date, as described in section 6.17 (Composition of the Supervisory Board), do not receive any payments in connection with their resignation.

As described in section 6.16 (Composition of the Executive Board), the members of the Executive Board shall not resign, and their management agreements shall continue. Accordingly, they do not receive any severance payments.

6.19 Corporate governance following Settlement

For as long as the Shares are listed on Euronext Amsterdam, the Offeror shall procure that ICT Group will continue to comply with the Dutch Corporate Governance Code (except for (i) current deviations from the aforementioned code in accordance with the "explain" requirement in respect of such deviations, and (ii) deviations from the aforementioned code that find their basis in the Merger Agreement, as disclosed in this Offer Memorandum, including but not limited to the composition of the Supervisory Board as described in section 6.17 (Composition of the Supervisory Board) which entails that the majority of the Supervisory Board shall, following Settlement, not be "independent" as defined in the Dutch Corporate Governance Code, but are nominated by the Offeror and other deviations in accordance with the "explain" requirement in respect of such deviations). Reference is made to ICT Group's annual report for the financial year 2020 (page 68) for information regarding the current deviations from the Dutch Corporate Governance Code, which is available on the website of ICT Group (www.ict.eu). There are currently no intentions for post-Settlement deviations from the Dutch Corporate Governance Code by ICT Group other than the current deviations and deviations that find their basis in the Merger Agreement (as described in the Offer Memorandum).

6.20 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 (the **Non-Financial Covenants Period**), except that the Non-Financial Covenant referred to in section 6.20(f) (Minority Shareholders) will cease to apply on the earliest of the date on which (i) the Offeror holds 100% of ICT Group's aggregate issued and outstanding ordinary share capital on a Fully Diluted Basis, (ii) the Offeror irrevocably commences the Buy-Out, at least for the Offer Price, and (iii) the Merger and Liquidation is completed.

- (a) Strategy
- (i) The Offeror shall support and respect ICT Group's current business strategy of driving (i) organic growth and (ii) growth through acquisitions (the **Strategy**).
 - (ii) The realisation of the Strategy includes the acceleration of the Strategy to become a Northern European strategic industrial service provider by:
 - (A) increasing the Group's international presence and improving the Group's geographical position;
 - (B) accelerating nearshore outsourcing;
 - (C) expanding software and solutions as a service;
 - (D) increasing the Group's net revenue through organic and inorganic growth;
 - (E) improving the Group's profitability;
 - (F) increasing added value of product and service offering within its selected domains and/or industry segments and thereby improving the Group's position in the value chain; and
 - (G) improving the Group's international track record.
 - (iii) Following Settlement, the Offeror shall work with ICT Group to grow the business in a manner that reflects the Strategy of ICT Group.
 - (iv) The Offeror acknowledges that ICT Group has (i) a normal capital expenditures (capex) programme, (ii) a R&D/innovation programme, (iii) a talent recruitment and retention programme, and (iv) a training & education programme, for each of which ICT Group's commitment to invest is approximately 1.5% of added value revenues for 2021. The Offeror intends to support ICT Group's expenditures for the aforementioned programmes.
 - (v) The Offeror will support the Group in furthering its current corporate social responsibility strategy as included in ICT Group's 2019 annual report.
- (b) M&A
- (i) The Offeror acknowledges that the realisation of ICT Group's Strategy is likely to require ICT Group to pursue add-on acquisitions for the Group.
 - (ii) The Offeror will support ICT Group in pursuing these add-on acquisitions and intends to make equity financing from the Offeror available to ICT Group for up to an amount of EUR 300 million (which amount includes equity financing required by the Offeror to finance the Transaction) in order to finance such add-on acquisitions, subject to ICT Group's and NPM Capital's applicable internal approval policies and procedures and (financial) parameters as applicable from time to time. It is the intention of ICT Group and the Offeror to use a balanced combination of new debt and new equity to finance future acquisitions.

- (iii) The Offeror shall not break up the Group or its business units, unless proposed by the Executive Board. The Offeror does not intend to pursue any divestments.
- (c) Structure and governance
 - (i) The Offeror shall procure that ICT Group will remain a separate legal entity. The Company will remain the main holding company of ICT Group's current and future subsidiaries and operations.
 - (ii) The Company or its legal successor, together with their respective subsidiaries, will have their own operating and reporting structure. The management of ICT Group or its legal successor remains responsible for managing the Group and its businesses, subject to ICT Group's applicable rules and regulations.
 - (iii) The Company's large company regime (*structuurregime*) will remain in place in its current form.
 - (iv) The Offeror shall procure that after Settlement the Group intends to apply ICT Group's Articles of Association as amended in accordance with the draft of the amended Articles of Association attached in section 14 (Articles of Association), and the amended Executive Board rules, which lists Executive Board resolutions that require approval of the Supervisory Board.
 - (v) The Company's headquarters, central management and its key support functions, from time to time, will remain in Rotterdam, the Netherlands.
 - (vi) The Company shall be allowed to maintain its corporate identity, values and culture.
- (d) Financing of ICT Group
 - (i) The Offeror shall procure that:
 - (A) the Group will remain prudently capitalised and financed to safeguard the continuity of the business, also taking into account any dividends paid out, and the execution of the Strategy; and
 - (B) after Settlement the Group shall not incur additional third party debt resulting in a higher ratio of net third party debt to EBITDA than three (3) times post-IFRS-16 EBITDA. For the purposes of this condition, "net third party debt" shall mean net interest bearing financial debt, excluding shareholder debt and "EBITDA" shall mean pro forma current year EBITDA as accepted by the Group's lending institution after Settlement.
- (e) Employment
 - (i) The Offer will respect the existing rights and benefits of the employees of the Group, including existing rights and benefits under their individual employment agreements, collective labour agreements, social plans, and including existing rights and benefits under existing covenants made to the Works Council.

- (ii) The Offeror shall procure that there shall be no, and currently has no intentions with respect to, material reorganisation or restructuring plan resulting in material job losses in the Group, other than to the extent approved by the Executive Board.
 - (iii) The Offeror will respect the Group's current employee consultation structure.
 - (iv) The Offeror shall procure that the existing arrangements made between ICT Group and the Works Council shall be respected.
 - (v) The Offeror shall procure that the existing pension arrangements and the pension rights of current and former employees of the Group shall be respected.
 - (vi) The Offeror will ensure it fosters a culture of excellence, where qualified employees of the Group are offered attractive training and career progression.
- (f) **Minority Shareholders**

The Offeror shall procure that as long as ICT Group has minority shareholders, no member of the Group shall take any of the following actions:

- (i) issue additional shares for a cash consideration to any person (other than members of the Group) without offering pre-emption rights to minority shareholders;
 - (ii) agree to and enter into a related party transaction with any shareholder or any affiliate person of such shareholder which is not at arm's length; and
 - (iii) take any other action which disproportionately prejudices the value of, or the rights relating to, the minority's shareholding.
- (g) **Benefit and enforcement**

The Offeror's covenants, confirmations and obligations set forth in this section 6.14 (Role and veto rights of Independent Supervisory Board Members), 6.16 (Composition of the Executive Board), 6.17 (Composition of the Supervisory Board), 6.19 (Corporate governance following Settlement) and 6.20 (Non-Financial Covenants) are made to ICT Group as well as, by way of irrevocable third-party undertaking for no consideration (*onherroepelijk derdenbeding om niet*), to each Independent Supervisory Board Member, 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 undertaking to a new Independent Supervisory Board Member in function, unless such dismissal is successfully challenged by such Independent Supervisory Board Member. The Offeror has agreed in advance to such assignment. The Offeror will bear all costs and expenses relating to the enforcement of the Non-Financial Covenants by an Independent Supervisory Board Member.

In the event that ICT Group ceases to exist or ceases to be the holding company of ICT Group's operations during the Non-Financial Covenants Period, the Non-Financial Covenants shall continue to apply to the holding company of ICT Group's operations, including for the avoidance of doubt Company Sub. The Offeror shall in such case procure that the governance of ICT Group as described in sections 6.16 (Composition of the Executive Board) and 6.17 (Composition of the Supervisory Board) is applied to a (new)

holding company of ICT Group. In such case, all references to ICT Group shall be deemed to refer to such holding company, its subsidiaries and its businesses and any and all of ICT Group's rights and obligations under the Non-Financial Covenants will be assigned and transferred (*geleverd*) to it.

In the event the Offeror or any of its Affiliates sells or transfers (whether directly or indirectly, whether by a sale or transfer of shares or assets or otherwise) the Group or substantially all of the assets of the Group (in a single transaction or a series of related transactions) to any third party within the Non-Financial Covenants Period, the Offeror shall use its reasonable best efforts to ensure that the heritage of ICT Group will be safeguarded by procuring that such third party shall commit to undertaking in respect of ICT Group which are comparable to the Non-Financial Covenants for the remainder of the duration of the respective covenants at such time.

Any deviation from the Non-Financial Covenants will only be permitted with the prior approval of the ICT Group Boards, including a vote in favour of such approval by at least one (1) of the Independent Supervisory Board Members.

6.21 Employee consultations and SER notification

(a) The Works Council

The Works Council was informed of, and consulted on, the Transaction. Furthermore, the Works Council will at a later stage also be informed of, and consulted on, the financing of the Transaction. The Works Council has rendered a positive advice regarding the Transaction.

(b) SER Notification

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

6.22 Exclusivity and Alternative Proposal

During the Exclusivity Period, except as expressly permitted pursuant to this section 6.22 (Exclusivity and Alternative Proposal) and section 6.24 (Competing Offer):

- (a) ICT Group shall not, and shall direct its Representatives not to, publicly announce an intention to, directly or indirectly, approach, initiate, facilitate, enter into or continue discussions or negotiations with (other than informing persons of the provisions contained in this section 6.22 (Exclusivity and Alternative Proposal)), or provide any non-public or confidential information relating to the Group, its business or assets to, or otherwise approach, solicit or knowingly encourage any third party with respect to an Alternative Proposal; and
- (b) ICT Group will promptly notify the Offeror (and in any event within forty-eight (48) hours) in writing if any written communication, invitation, approach or enquiry, or any request for information, is received by it or any of its Affiliates or their respective Representatives, from any third party in relation to an Alternative Proposal. Following receipt of an Alternative Proposal, ICT Group shall continue to cooperate with and support the Offer and the

Transaction in accordance with the terms and subject to the conditions of the Merger Agreement.

Notwithstanding the above, ICT Group and its Affiliates and their respective Representatives are permitted to engage in discussions with, and provide information to, a bona fide third party that makes an unsolicited approach with the intention to make an Alternative Proposal to ICT Group and to investigate such approach, provided that ICT Group shall only be permitted to engage in such discussions and provide such information if and to the extent the ICT Group Boards have in their reasonable opinion determined that doing so is reasonably necessary to assess whether such Alternative Proposal could reasonably be expected to qualify or evolve into a Potential Competing Offer or Competing Offer, provided that (i) ICT Group promptly (and in any event within twenty-four (24) hours of receipt of an Alternative Proposal) notifies the Offeror of receipt of an Alternative Proposal and ICT Group's approach thereto, and (ii) the Offeror shall simultaneously receive any information provided to the third party which the Offeror has not yet received. The Company 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 Competing Offer.

6.23 Potential Competing Offer

Following receipt of unsolicited communication from a bona fide third party containing an Alternative Proposal, if in the reasonable opinion of the ICT Group Boards such Alternative Proposal is likely to qualify as or evolve in a Competing Offer (a **Potential Competing Offer**), ICT Group shall promptly (and in any event within twenty-four (24) hours) provide reasonable details on the Potential Competing Offer, insofar as ICT Group is aware of such details, to the Offeror, it being understood that as a minimum ICT Group shall promptly notify the Offeror in writing of the identity of such third party and its advisers, the proposed consideration, the conditions to (making) the Competing Offer and other key terms of such Potential Competing Offer, so as to enable the Offeror to consider its positions and assess the consequences of such Potential Competing Offer (the **Potential Competing Offer Notice**) and may:

- (a) provide confidential information to such third party, provided that such third party will receive the same information as provided to the Offeror, except if and to the extent the ICT Group 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 Competing Offer. In that case, the Offeror will simultaneously receive the same additional information provided to such third party. The Company shall not provide any confidential information or data to any person in connection with such Potential Competing Offer, before the proposing third party has first signed a confidentiality agreement on terms no less stringent than those of the confidentiality and standstill agreement between the Company and NPM Capital;
- (b) engage in discussions or negotiations regarding such Potential Competing 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 Potential Competing Offer Notice;
- (c) consider such Potential Competing Offer; and
- (d) make public announcements in relation to a Potential Competing Offer to the extent required under the Applicable Rules.

As soon as the Potential Competing Offer has been determined by the ICT Group Boards to not constitute a Competing Offer, ICT Group shall inform the Offeror promptly thereof and shall confirm to the Offeror that the ICT Group Boards continue to unanimously support the Transaction and recommend the Offer and that ICT Group has discontinued considering the Potential Competing Offer and terminated discussions or negotiations regarding the Potential Competing Offer, it being understood that these confirmations by ICT Group will be made public if the relevant Potential Competing Offer has also been communicated in public.

6.24 Competing Offer

A Potential Competing Offer will be a **Competing Offer** if:

- (a) it is a credible, written, and unsolicited proposal by a bona fide third party to make a (public) offer for all of the Shares or for substantially all of ICT Group's business or a merger of ICT Group with a party or another proposal made by a bona fide third party that would involve a change of control of ICT Group or substantially all of ICT Group's business, which is in the reasonable opinion of the ICT Group Boards, after having considered advice of ICT Group's financial and legal advisers, taking into account the identity and track record of the Offeror and that of such third party, certainty of execution (including certainty of financing and compliance with all antitrust and other regulatory laws), conditionality, the level and nature of the consideration, the future plans of such third party with respect to ICT Group and ICT Group's strategy, management, employees and other stakeholders and the other interest of all stakeholders of ICT Group, a more beneficial offer for ICT Group, the sustainable success of its business and its stakeholders than the Offer;
- (b) the price offered per Share exceeds the original Offer Price which was included in the Initial Announcement (excluding, for the avoidance of doubt, any increases pursuant to any Revised Offers) by 10% or more and to the extent that the Competing Offer is an offer for all or substantially all of the assets of the Group, the calculation shall be made on the basis of the net proceeds to be distributed to the shareholders of ICT Group resulting from such a transaction (to be valued as at the first trading day on Euronext Amsterdam following the execution of the Merger Agreement) calculated on a per Share basis; and
- (c) it is binding on the third party in the sense that such third party has (i) conditionally committed itself to ICT Group to launch a transaction which is consistent with that Competing Offer within ten (10) weeks subsequent to public announcement of that Competing Offer by the third party, or (ii) has publicly announced its intention to launch a transaction which is consistent with that Competing Offer, which announcement includes the proposed price per Share and the relevant conditions precedent in relation to such offer and the commencement thereof.

6.25 Revised Offer

If a third party makes a Competing Offer or publicly announces its intention to do so, the following shall apply:

- (a) ICT Group shall notify the Offeror in writing of such event promptly upon the ICT Group Boards' determining that the relevant Competing Offer is a Competing Offer (and in any event within thirty-six (36) hours of such announcement or receipt of such Competing Offer) and shall provide reasonable details on the Competing Offer to the Offeror, it being understood that as a minimum ICT Group shall promptly notify the Offeror in writing of the

identity of such third party and its advisers, the proposed consideration, the conditions to (making) the Competing Offer and other key terms of such Competing Offer, so as to enable the Offeror to consider its positions and assess the consequences of such Competing Offer on the Offer (the **Competing Offer Notice**);

- (b) the Offeror has the right to submit in writing to the ICT Group Boards a revision of its Offer within a period of seven (7) Business Days following the date on which the Offeror has received the Competing Offer Notice. During this period, ICT Group will continue to cooperate with and support the Offer and the Transaction in accordance with the terms and conditions of the Merger Agreement. If, on balance, the terms and conditions of such revised offer are, in the reasonable opinion of the ICT Group Boards, having consulted their financial and legal advisers and acting in good faith and observing their obligations under Dutch law and taking into account all relevant aspects, including for the avoidance of doubt their fiduciary duties towards ICT Group, its business and its stakeholders, at least equal to those of the Competing Offer, such offer shall qualify as a **Revised Offer** and ICT Group shall notify the Offeror as promptly as possible of the ICT Group Boards' opinion of such offer;
- (c) if the Offeror has announced a revision of its Offer to the ICT Group Boards in accordance with (b) above and the ICT Group Boards have qualified it as a Revised Offer, the Offeror and ICT Group will continue to be bound by the Merger Agreement and ICT Group shall not be entitled to accept the Competing Offer; and
- (d) if the Offeror has failed to timely inform ICT Group in accordance with (b) above, if the Offeror has not made a Revised Offer, or if the Offeror has informed ICT Group that it does not wish to make a Revised Offer, ICT Group shall be entitled to (conditionally) agree to the Competing Offer. If ICT Group (conditionally) agrees to the Competing Offer in writing, which shall be communicated to the Offeror as soon as possible but in any event within one (1) Business Day from the last day of the aforementioned period of seven (7) Business Days, each party to the Merger Agreement has the right to terminate the Merger Agreement with immediate effect in accordance with section 6.27 (Termination).

6.26 Consecutive Competing Offer

Sections 6.24 (Competing Offer) and 6.25 (Revised Offer) will apply mutatis mutandis to a consecutive Competing Offer, except that the reference as included in section 6.24(b) (Competing Offer) to "10% (ten per cent) or more" shall be deemed to be a reference to "5% (five per cent) or more".

6.27 Termination

- (a) Termination grounds

The Merger Agreement terminates immediately:

- (i) if the Offeror and ICT Group so agree in writing;
- (ii) by notice in writing given by the Offeror or ICT Group (the **Terminating Party**) to the other party if any of the Offer Conditions for the benefit of the Terminating Party has not been satisfied or waived by the Terminating Party on the Closing Date or the Postponed Closing Date or if it is apparent that such Offer Conditions cannot

be satisfied and will not be waived by the Terminating Party on such date, and (ii) 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 Agreement or any agreement resulting from it;

- (iii) by notice in writing given by ICT Group to the Offeror if the Offer has been commenced and all Offer Conditions have been satisfied or waived and Settlement has not taken place on the Settlement Date;
- (iv) by notice given by the Terminating Party to the other party to the Merger Agreement pursuant to section 6.25(d) (Revised Offer);
- (v) by notice in writing given by the Offeror to ICT Group if ICT Group has made an Intervening Event Adverse Recommendation Change; or
- (vi) 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 Agreement (the **Defaulting Party**) to the extent that any such breach:
 - (A) has or could reasonably be expected to have material adverse consequences for ICT Group, the Offer or the Transaction (a **Material Breach**); and
 - (B) is incapable of being remedied or has not been remedied by the other party to the Merger Agreement within ten (10) Business Days after the Defaulting Party has obtained actual knowledge of such Material Breach.

(b) Damages

If the Merger Agreement is terminated pursuant to section 6.27(a)(iv) (Termination grounds), ICT Group shall pay the Offeror within two (2) Business Days after the date of termination by way of compensation for damages, fees and costs, an amount of EUR 1,400,000 (one million and four hundred thousand euro), excluding VAT, if any.

If the Merger Agreement is terminated pursuant to section 6.27(a)(v) (Termination grounds), ICT Group shall pay the Offeror within two (2) Business Days after the date of termination by way of compensation for damages, fees and costs, an amount of EUR 1,400,000 (one million and four hundred thousand euro), excluding VAT, if any.

The right of, and the exercising of such right by, the Offeror pursuant to this section 6.27(b) (Damages) shall be without prejudice to, and not in lieu of, (i) any right to demand specific performance (*nakoming vorderen*) of the provisions of the Merger Agreement by the Offeror, and (ii) any liability (*schadevergoedingsplicht*) under the Merger Agreement of ICT Group, including but not limited to in relation to the events set forth in this section 6.27(b) (Damages), provided that the Offeror shall only be entitled to institute a claim for damages to the extent the amount of the liability exceeds the termination fee paid under this section 6.27(b) (Damages), in which case such claim shall only be in relation to the excess.

6.28 Extraordinary general meeting

(a) Convocation

In accordance with article 18, paragraph 1 of the Decree, ICT Group will hold an EGM at least six business days before the initial Closing Date on 23 July 2021. 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 (defined below). ICT Group will hold the EGM physically, provided that the COVID-19 measures taken by the Dutch government allow for such a physical EGM at that time. ICT Group will monitor the developments regarding these COVID-19 measures. As currently permitted under the emergency legislation, the ICT Group Boards may decide to hold the EGM virtually only, ultimately on the day before the record date. Separate convocation materials will be made available on the ICT Group's website (www.ict.eu).

(b) Resolutions

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

- (i) resolve, subject to the Offeror holding at least 80% of ICT Group's aggregate issued and outstanding ordinary share capital on a Fully Diluted Basis following completion of the Offer or such lower percentage that the ICT Group Boards may agree to (the **Merger Threshold**), (i) to effect the Merger (*besluit tot fusie*), and, to the extent required, (ii) to approve the Share Sale and (iii) to approve the Liquidation (the **Merger Resolutions**);
- (ii) appoint Mr B.P. Coopmans, Mr M.A. Koster and Mr J.J. Bongers as member of the Supervisory Board;
- (iii) accept the resignation of, and give full and final discharge to, all resigning Supervisory Board members; and
- (iv) resolve on the two amendments of the Articles of Association after Settlement and after delisting (including the conversion of ICT Group into a B.V.), in accordance with the drafts of the amended Articles of Association set out in section 14 (Articles of Association),

(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.

The Company 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 is not approved at the EGM, or if six (6) months have lapsed from the date the merger proposal in respect of the Merger has been published in accordance with article 2:318 of the Dutch Civil Code, as the case may be, ICT Group will at the Offeror's request convene a new extraordinary meeting of shareholders of ICT Group 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.

If the Resolution set out in section 6.28(b)(iv) (Resolutions) is not approved at the EGM, until such Resolution is approved by the general meeting of ICT Group and the Articles of Association after Settlement are amended in accordance with the draft of the amended Articles of Association set out in section 14 (Articles of Association), ICT Group shall not and shall procure that its Group companies shall not without the prior written consent of the Offeror (which consent shall not

unreasonably be withheld, conditioned or delayed) enter into, perform, resolve or do any of the reserved matters of the Supervisory Board listed in the Executive Board rules to be amended upon Settlement.

7. INFORMATION REGARDING ICT GROUP

7.1 Introduction

ICT Group is a public limited liability company (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its corporate seat in Rotterdam, the Netherlands and its office address at Weena 788, 3014 DA Rotterdam, the Netherlands. ICT Group N.V. is listed on Euronext Amsterdam.

7.2 History of ICT Group

Year	Event
1990	<ul style="list-style-type: none">• Founded
1997	<ul style="list-style-type: none">• Listing on Euronext Amsterdam
2014	<ul style="list-style-type: none">• Divestment of ICT Group Germany• Acquisition of LogicNets
2015	<ul style="list-style-type: none">• Acquisition of Strypes Bulgaria (nearshoring for embedded software development)
2016	<ul style="list-style-type: none">• Acquisition of Nozhup (industrial automation) and BMA (software developer)
2017	<ul style="list-style-type: none">• ICT Group surpasses the mark of 1,000 employees
2018	<ul style="list-style-type: none">• Acquisition of NedMobiel (complex infra consultancy) and InTraffic (remaining 50%) (infrastructure application development)• Software solutions consolidated in OrangeNXT
2019	<ul style="list-style-type: none">• Acquisition of Additude, a leading Swedish IT consulting firm• Acquisition of BNV (Mobility as a Service) and Proficium (consulting and time hire in the infra market)
2020	<ul style="list-style-type: none">• NedMobiel and Proficium merged to become Innocy• New Indusoft cluster formed (effective as of 1 January 2021)
2021	<ul style="list-style-type: none">• Acquisition of Yellowstar (signed in December 2020)• Acquisition of Profit (service provider in technical automation)• Acquisition of Strypes Netherlands (service provider in technical and industrial automation, including a new nearshoring location in Portugal)

7.3 Business overview

ICT Group has both extensive multi-domain expertise and in-depth industry knowledge. Integrating these strengths into compelling technological solutions puts ICT Group in a unique position to help its customers make their business processes more efficient, flexible, simple, safe and – as a result – more sustainable. ICT Group has clearly identified the areas in which its range of expertise has the highest impact and where the solutions it offers provide the highest added value for customers. This focus enables us to further enhance ICT Group's technological expertise and innovative capabilities in the following areas:

(a) Industries

ICT Group provides embedded solutions for a range of industries, including automotive, manufacturing, high-tech, food, chemical & pharma, oil & gas and logistics. ICT Group helps its customers bring their new machine, robot or car to market. At the same time ICT Group contributes to the creation of intelligent manufacturing technology solutions, supporting the digital transformation and ongoing industrial robotisation. This allows for a more efficient use of natural resources, resulting in a reduction in waste and an increase in the sustainable and economic use of natural resources. ICT Group provides innovative integrated solutions that connect all the links in the chain, ensuring proper communication between the different components. These solutions include intelligent sensors, machine-to-machine communication, advanced process control, robotisation, manufacturing execution and intelligence, and big data analytics. As a thought leader, ICT Group combines its ability to connect industry parties with the scale and scope needed for sustainable and future-proof innovation.

(b) Public & Infra

ICT Group is an important contributor to the development of smarter urban living, comprising infrastructure, traffic and transport. Improving the quality and safe performance of these services is a necessity because of ongoing urbanisation and goes hand in hand with reducing resources and costs. ICT Group's solutions enable cities to deal with the complexity of population growth. Cities face increasing challenges in the field of water, energy, mobility, waste and the environment. These challenges call for smarter cities in which people, authorities, companies, machines and even products are connected to one another, exchanging information and interacting in real time. ICT Group plays a role in the design, operation and maintenance of capital-intensive assets. ICT Group helps its customers to manage these assets in a sustainable way.

(c) Industry specific (proprietary) software solutions

ICT Group provides in-house developed industry-specific software solutions, across every sector it serves, building upon its long-lasting industry experience and deep understanding of the specific industry requirements. These proprietary solutions enable ICT Group's customers to benefit from the advantages of digital transformation, geared at streamlining and integrating critical processes and powering business growth. With these software solutions, ICT Group is anticipating multiple trends, including the emergence of low coding in industrial applications with MOTAR (from 'Model to target'), the growing need for integrated mobility services with TURNN (developing a MaaS proposition, i.e. Mobility as a Service), integrating data and systems in Healthcare and offering plug-and-play cloud platform that connects people, devices and data with OrangeNXT.

7.4 Business strategy

ICT Group executes its strategy in the following ways:

(a) Linking people, technology and ideas

ICT Group's success is intrinsically linked to its people. ICT Group's people make the difference in delivering value to ICT Group's customers. The ability to attract and retain the right professionals is a key driver of growth. ICT Group strives to be an employer of choice by nourishing a culture of entrepreneurship and being a front runner in cutting-edge technology. ICT Group challenges and motivates its people to perform to the very best of their ability and seize the opportunities the group provides. ICT Group has defined corporate values that embody ICT Group's identity as an employer. Entrepreneurship, freedom to act, dedication to customers, expertise, innovation and business knowledge combined with an awareness of technological challenges are all part of the ICT Group identity.

(b) Buy and Build

ICT Group's growth strategy is geared towards being a leading European technology solutions provider in defined markets. ICT Group pursues growth opportunities both organically and through acquisitions for the purpose of expanding its current distinctive niche position. Acquisitions play an integral part in increasing scale and enhancing knowledge in specific areas. One of the main criteria in ICT Group's acquisition strategy is that there has to be a cultural fit and mutual respect for knowledge, skills and working methods. International expansion, with a focus on Northern Europe, is an important element in ICT Group's growth strategy.

(c) Nearshoring

ICT Group combines its focus on specific domains with its valuable experience in multiple industries. This focus enables us to gain the scale ICT Group needs to fuel its research & development activities and be at the forefront of technological developments at all times. To address the growing demand of ICT Group's customers for proven and affordable solutions, ICT Group is accelerating its nearshoring offerings in Bulgaria. These nearshoring capabilities provide an efficient execution platform for ICT Group's project-based business.

(d) Intensifying partnerships

It is ICT Group's aim to help its customers get smarter every day in every product, process or application. To deliver on this, ICT Group needs to thoroughly understand its customers and cooperate intensively with them on numerous levels. Partnering is essential to adapt and respond quickly to the rapidly changing environment. ICT Group works together with customers and business partners, both reputable corporations and lean start-ups embracing leading-edge technologies. Strong collaborations with a large number of universities and colleges are also key to ensuring that ICT Group retains a high level of knowledge within the company.

7.5 Supervisory Board

The Supervisory Board consists of the following members:

- (a) Mr Th.J. van der Raadt, chairman of the Supervisory Board and member of the selection and appointments committee. He was appointed as member of the Supervisory Board in 2011

and his current term was extended at the extraordinary general meeting of 12 May 2021 until 2023. Mr Th.J. van der Raadt is an independent supervisory board member within the meaning of the Dutch Corporate Governance Code. He has the Dutch nationality and was born in 1953;

- (b) Mr W.N. van de Bunt, vice chairman of the Supervisory Board and member of the audit Committee. He was appointed as vice chairman of the Supervisory Board in 2020 and his current term expires in 2023. Mr W.N. van de Bunt is an independent supervisory board member within the meaning of the Dutch Corporate Governance Code. He has the Dutch nationality and was born in 1961;
- (c) Mrs A.J.M. de Vries-Schipperijn, member of the Supervisory Board and member of the remuneration committee and the selection and appointments committee. She was appointed as member of the Supervisory Board in 2019 and her current term expires in 2023. Mrs A.J.M. de Vries-Schipperijn is an independent supervisory board member within the meaning of the Dutch Corporate Governance Code. She has the Dutch nationality and was born in 1968;
- (d) Mr K. Beeckmans, member of the Supervisory Board and member of the audit committee. He was appointed as member of the Supervisory Board in 2020 and his current term expires in 2024. He is an independent supervisory board member within the meaning of the Dutch Corporate Governance Code. He has the Belgian nationality and was born in 1971; and
- (e) Ms J. Niessen, member of the Supervisory Board and member of the remuneration committee. She was appointed as member of the Supervisory Board in 2020 and her current term expires at the first shareholders' meeting following the annual general meeting of shareholders in 2024. She is an independent supervisory board member within the meaning of the Dutch Corporate Governance Code. She has the Dutch nationality and was born in 1977.

7.6 Executive Board

The Executive Board consists of the following members:

- (a) Mr J.H. Blejje, CEO and chairman of the Executive Board. He has the Dutch nationality and was born in 1959. His current term expires in 2022; and
- (b) Mr W.J. Wienbelt, CFO and member of the Executive Board. He has the Dutch nationality and was born in 1964. His current term expires in 2022.

7.7 Major Shareholders

As of 26 May 2021 (one day prior to the date of this Offer Memorandum), the following substantial shareholdings of at least 3% are registered in the public register of the AFM, with the exception that the current number of voting rights and Shares held by Teslin Participaties Coöperatief U.A. and M. van Wettum (Mavawe B.V.) and the corresponding interest percentages as included in the table below are higher than the information included in the AFM register, as additional Shares were acquired by these Shareholders but no notification threshold was passed and these interest percentages are based on the current number of Shares.

	Interest	Voting rights	Shares
Teslin Participaties Coöperatief U.A.	19.3%	1,871,033.00	1,871,033.00
Invesco Limited	9.8%	953,371.00	953,371.00
FMR LLC	9.6%	842,300.00	842,300.00
M. van Wettum (Mavawe B.V.)	6.4%	621,889.00	621,889.00
Vinke Amsterdam B.V. (Navitas B.V.)	6.2%	593,863.00	593,863.00
J.H. Langendoen	5.5%	480,000.00	480,000.00
Decico B.V.	5.0%	423,601.00	423,601.00
A.J.H. Quellhorst	4.25%	400,000.00	400,000.00
Lazard Frères Gestion SAS	3.5%	309,200.00	309,200.00
P.C. Van Leeuwen	3.1%	300,000.00	300,000.00

Latest filings with the AFM by shareholders, including on gross and net short positions, can be found at the website of the AFM (www.afm.nl).

7.8 Protection Trust

ICT Group entered into the Option Agreement with the Protection Trust on 16 June 1997. Pursuant to the Option Agreement, the Protection Trust is granted a call option to acquire from ICT Group Cumulative Preference Shares with a nominal value of EUR 0.10 each (the **Call Option**) equal to the number of outstanding issued Shares less one at the date in question. Based on the Option Agreement, the Protection Trust may subscribe for a number of Cumulative Preference Shares equal to the number of the outstanding ordinary Shares in the company less one.

As set out in section 6.6(a)(ii) (Offer Conditions), the Offeror's obligation to declare the Offer unconditional (*gestand doen*) is conditional upon the Protection Trust (i) not having exercised in whole or in part the Call Option under the Option Agreement and no Cumulative Preferences Shares in ICT Group having been issued and (ii) having irrevocably, and conditional only upon the Offer being declared unconditional (*gestanddoening*), waived its right to exercise the Call Option right on the Cumulative Preferences Shares under the Option Agreement and agreeing to the termination of the Option Agreement with effect from Settlement.

With reference to section 6.6(b) (Waiver), if such condition, which is a condition for the benefit of the Offeror, is not satisfied or waived by the Offeror on the (Postponed) Closing Date, or if it is apparent that such condition cannot be satisfied and will not be waived by the Offeror before such date, the Offeror (i) is not obliged to declare the Offer unconditional (*gestand doen*), and (ii) may terminate the Merger Agreement.

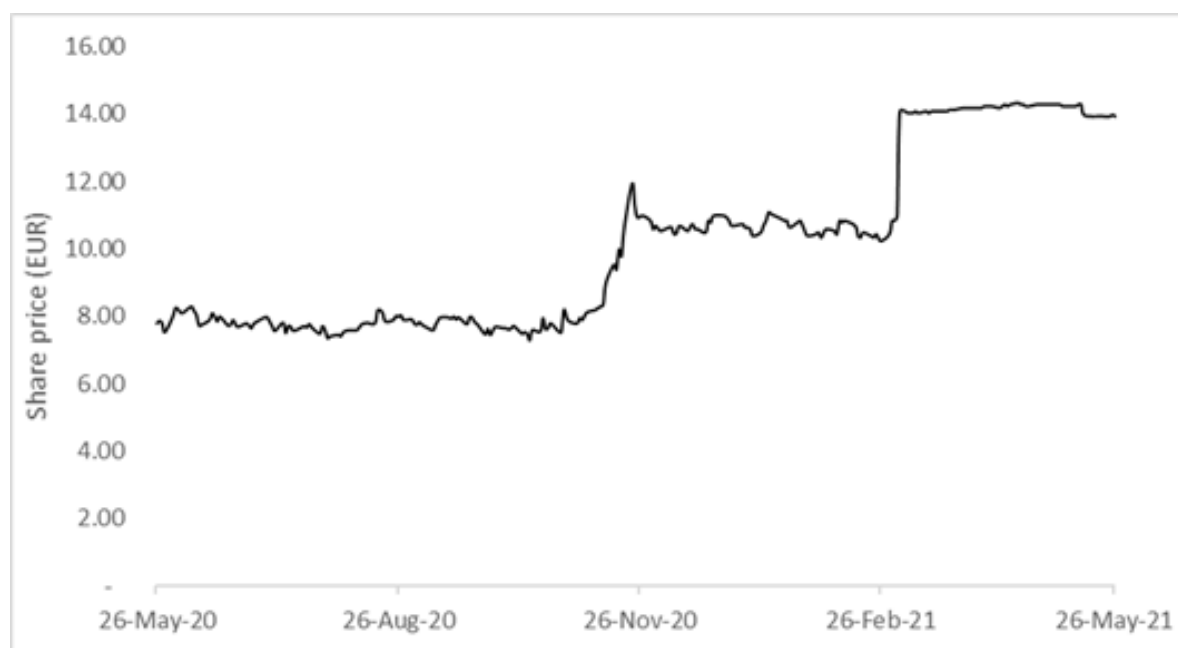
7.9 Capital and Shares

At the date of this Offer Memorandum, ICT Group has issued 9,697,106 (nine million six hundred ninety-seven thousand one hundred and six) ordinary Shares at par value of EUR 0.10 (ten eurocents). No Cumulative Preference Shares have been issued at the date of this Offer Memorandum. ICT Group does not hold Shares in treasury.

The Shares are listed on Euronext Amsterdam. The Euronext ticker symbol is ICT Group and the ISIN code is NL0000359537.

7.10 Share price development

The below graphic sets out the Share price development from 26 May 2020 to 26 May 2021.



7.11 ICT Group Share Participation Plans

(a) Overview of share participation plans

As of the date of this Offer Memorandum, ICT Group has implemented the following share based investment and retention plans applicable to the Executive Board and other (identified) personnel of ICT Group: (i) the share participation plan ICT (the **SPP ICT**) and (ii) the long term incentive plan for higher management members, including the executive board (**LTIP ICT** and together with the SPP ICT, the **ICT Group Share Participation Plans**). The main terms and conditions of the ICT Group Share Participation Plans are as follows:

(a) SPP ICT

The SPP ICT applies to the personnel of ICT Group with an employment agreement for an indefinite period and offers them the opportunity to acquire Depositary Receipts on an annual basis. The Depositary Receipts are offered with a discount of 13.5% compared to the then applicable Share price. The acquired Depositary Receipts are subject to a lock-up period of (3) years. If the participant remains employed for the duration of the lock-up period, the participant is eligible to receive a cash

bonus which is equal to the gross value of one Depositary Receipt for every four (4) acquired Depositary Receipts.

(b) LTIP ICT

The LTIP ICT applies to higher management members of ICT Group, including the Executive Board. The terms and conditions of the LTIP ICT are consistent with the SPP ICT, except for (i) the mandatory investment in the LTIP ICT of 25% of the amount of the annual short term incentive the higher management member receives (Executive Board members are required to invest 33% of the short-term variable remuneration), (ii) the entitlement to matching rights and (iii) the early termination of the lock-up period in case the employment of the higher management member ends prior to the expiry of three (3) year lock-up period. After a period of three (3) years, LTIP ICT participants are eligible for matching rights payable in cash up to 150% of the original investment by the participant depending on the cumulated increase of the earnings per Share of ICT Group in three (3) years' time.

The Share Trust Office holds the Shares and issues Depositary Receipts to the participants of the ICT Group Share Participation Plans. The participants of the ICT Group Share Participation Plans thus own Depositary Receipts of the underlying Shares. Depositary Receipts follow the Share price, but have different rights. The economic rights attached to the Depositary Receipts, such as dividend, are identical to those of Shares, but legal ownership and the voting rights of the Shares rests with the Share Trust Office. The Share Trust Office board acts as a single Shareholder and represents the votes of the employees participating in the ICT Group Share Participation Plans.

At the date of this Offer Memorandum, the total number of outstanding Shares and Depositary Receipts under the ICT Group Share Participation Plans are: 375,849.

(c) Treatment of the ICT Group Share Participation Plans in the context of the Offer

The Offeror and the Share Trust Office have entered into arrangements for the benefit of the Offeror that ensure that the Share Trust Office will tender the Shares that it legally owns in the Offer on or before the Closing Date in exchange for the Offer Price. The Share Trust Office will immediately pay out the proceeds received from the Offeror to the participants of the ICT Group Share Participation Plans, meaning that the participants of the ICT Group Share Participation Plans receive an amount equal to the Offer Price per Share for their Depositary Receipts.

The ICT Group Share Participation Plans will be terminated upon Settlement. The Offeror has committed itself to set up alternative attractive incentive and retention arrangements for ICT Group's personnel and higher management for the period immediately after Settlement. As a result of such alternative attractive incentive and retention arrangements, ICT Group has no intention to facilitate a new round of employee participation under the ICT Group Share Participation Plans prior to Settlement.

SPP ICT

The time-vested cash settled share-linked instrument in the form of a bonus Depositary Receipt will be settled in accordance with the original schedule over a period of up to three (3) years following the Closing Date. The Offer Price shall be applied for the purpose of calculating the value of the single share-linked instrument.

LTIP ICT

The time-vested cash settled share-linked instrument in the form of matching entitlements will also be settled in accordance with the original schedule over a period of up to three (3) years following the Closing Date. The determination of the performance conditions related to ICT Group for the purpose of calculating the amount of the matching entitlements will be based on a performance period starting the first (1st) day of the year in which the Depositary Receipts were acquired by the participant and ending on the Closing Date.

7.12 Transactions by ICT Group relating to the Shares

Other than transactions under the ICT Group Share Participation Plans, no transactions have been effected and no agreements have been concluded by ICT Group in relation to the Shares or Depositary Receipts in the year immediately preceding this Offer Memorandum.

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 Amsterdam, the Netherlands, its address at Breitnerstraat 1, 1077 BL Amsterdam, the Netherlands, and registered with the Dutch commercial register under number 65470508.

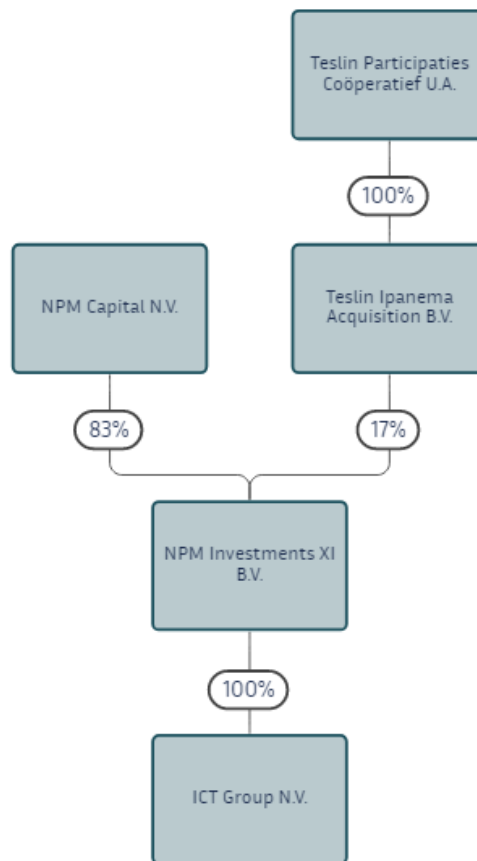
(b) Ownership structure as per the date of this Offer Memorandum

The Offeror is a clean shelf company and all the shares in the Offeror as per the date of this Offer Memorandum are held by NPM Capital N.V. (**NPM Capital**), a public limited liability company (*naamloze vennootschap*) under the laws of the Netherlands, having its corporate seat in Amsterdam, the Netherlands, its address at Breitnerstraat 1, 1077 BL Amsterdam, the Netherlands, and registered with the Dutch commercial register under number 33071274.

(c) Ownership structure upon Settlement

As set out in the structure chart below, the Offeror will upon Settlement be controlled by (i) NPM Capital and (ii) Teslin Ipanema Acquisition B.V. (**Teslin Acquisition**) (an entity controlled by Teslin Participaties Coöperatief U.A. (**Teslin**)). Teslin Acquisition is a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its corporate seat in Utrecht, the Netherlands, and its office address at Woudenbergseweg 11, 3953 ME Maarsbergen, the Netherlands, and registered with the trade register of the chamber of commerce under number 82069905. Teslin is a cooperative association with exclusion of liability (*coöperatie*) incorporated under the laws of the Netherlands with its corporate seat in gemeente Utrechtse Heuvelrug, the Netherlands, and its office address at Woudenbergseweg 11, 3953 ME Maarsbergen, the Netherlands, and registered with the trade register of the chamber of commerce under number 68975171.

At Settlement, the shareholdings in the Offeror are as follows:



Pursuant to article 1:1 of the Wft, the Offeror and each of NPM Capital, Teslin Acquisition and Teslin qualify as an offeror in respect of the Offer. The Offer, however, is made only by the Offeror, and the Offeror is solely responsible for accepting and paying for the Tendered Shares.

The Offer will not have any impact on the activities and the place of establishment of the Offeror, NPM Capital, Teslin and Teslin Acquisition.

(d) Capital and shares of the Offeror

As at the date of this Offer Memorandum, the share capital of the Offeror consists of ordinary shares with a nominal value of EUR 0.10 (ten eurocents) per ordinary share. All ordinary shares of the Offeror are registered shares. On the date of publication of this Offer Memorandum, ten (10) ordinary shares have been issued.

(e) Offeror board

At the date of this Offer Memorandum, the management board of the Offeror consists of NPM Capital and there is currently no intention to change the management board after the Settlement Date. The managing directors of NPM Capital are Mr N.J.M. Kramer, Mr B.P. Coopmans and Mr J.R. Ruigrok. The Offer will not have any impact on the employment or engagement of the management board or employees of the Offeror, NPM Capital, Teslin and Teslin Acquisition.

NPM Capital nor the new managing directors of the Offeror will 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.

8.2 Information on NPM Capital

NPM Capital invests in mid-market companies in the Benelux and supports companies to enter the next growth phase in their development. NPM Capital has sufficient capital in order to apply a long investment horizon. Currently, NPM Capital has a portfolio of 26 participations (majority as well as minority holdings, including growth capital) and focuses on the following trends: Everything is Digital, Future of Energy, Feeding the World and Healthy Life. For more information, visit www.npm-capital.com. The management board of NPM Capital consists of Mr N.J.M. Kramer, Mr B.P. Coopmans and Mr J.R. Ruigrok.

8.3 Information on Teslin and Teslin Acquisition

Teslin, the sole shareholder of Teslin Acquisition, is an investment fund managed by Teslin Capital Management. Teslin holds substantial stakes in Dutch listed companies and invests in promising smallcaps and midcaps. Teslin has been a long-term shareholder of ICT Group since 2002. Based on fundamental analysis Teslin selects companies with a strong market position, healthy and growing cash flows and a proper corporate governance structure. Teslin positions itself as an entrepreneurial investor that strives to create sustainable value over the long term by structurally exerting influence in areas of strategy, capital allocation and ESG. The management board of Teslin consists of Teslin Capital Management B.V. The managing directors of Teslin Capital Management B.V. are Happy Acres B.V. and Loch Broom Management B.V. Aleid Kruize-Schuitemaker and Hein van Beuningen (both indirect managing directors of Teslin Capital Management B.V.) are the decision makers in respect of Teslin. For more information, please visit: www.teslin.nl.

8.4 Management participation

As is customary in buy-out transactions involving private equity investors, the Offeror desires key management and key employees, including the Executive Board, to participate in the ownership of the business and accordingly will make equity available for investment by key management and key employees. The investment by members of key management and key employees will reflect their long-term commitment to ICT Group and is intended to incentivise management and employees to contribute to the success and long-term financial achievements of ICT Group going forward.

Certain members of key management and key employees, including the Executive Board, will be invited to invest in the business on the basis set out above following the Settlement Date. It is envisaged that members of the Executive Board will acquire a relatively small indirect stake in the Offeror and will acquire no voting rights as an indirect shareholder.

8.5 Shareholder arrangements

NPM Capital, Teslin and Teslin Acquisition have reached an agreement in respect of their participation in the Offeror. The key terms of the shareholders' agreement include provisions in relation to (i) the governance structure of the Offeror and ICT Group (which does not deviate from the provisions included in this Offer Memorandum), (ii) the capital structure of the Offeror as of Settlement, (iii) the future composition of the boards of the Offeror and ICT Group (which does not

deviate from the provisions included in the Offer Memorandum), (iv) transfer restrictions and other rights and obligations attached or related to interests in the Offeror and ICT Group and (v) financial reporting and information rights relating to the Group. It is agreed that pending the fulfilment of the Offer Conditions in accordance with this Offer Memorandum and the Offeror declaring the Offer unconditional (*gestanddoening*), NPM Capital shall remain the sole shareholder of the Offeror. After the Offeror has declared the Offer unconditional (*gestand is gedaan*) and ultimately on the Business Day prior to Settlement, the Offeror shall issue shares in its capital to NPM Capital and Teslin Acquisition against a contribution in cash by NPM Capital and a contribution and transfer of Shares by Teslin, after which NPM Capital shall hold 83% of the total ordinary shares in the Offeror and 82.2% of the total preference shares in the Offeror on a fully diluted basis and Teslin Acquisition 17% of the total ordinary shares in the Offeror and 17.8% of the total preference shares in the Offeror on a fully diluted basis. The shareholders' agreement will become effective as per such date. NPM Capital and Teslin Acquisition will invest in the Offeror on the same terms. The exact number of Shares to be contributed by Teslin Acquisition in the Offeror depends on the amount of external debt financing that will be secured by the Offeror. This number of Shares will be determined by calculating how many Shares with a value of EUR 14.50 adjusted to EUR 14.10 (cum dividend) represent approximately 17% of the total equity to be provided by NPM Capital and Teslin Acquisition to the Offeror in addition to the debt financing to be able to fund the acquisition of Shares under the Offer, the consideration for Company Holdco shares under the Share Sale (if applicable), the payment or refinancing of ICT Group's existing debt, and the payment of fees and expenses related to the Offer.

9. FURTHER INFORMATION REQUIRED BY THE DECREE

In addition to the other statements set out in this Offer Memorandum, the offeror with regard to subparagraphs (b), (c), (e) and (g) below below, ICT Group and the ICT Group Boards with regard to subparagraphs (d), (f) and (h) below below and the offeror, ICT Group and the ICT Group Boards jointly with regard to subparagraph (a) below below hereby declare as follows:

- (a) there have been consultations between NPM Capital and the ICT Group Boards regarding the Offer, which have resulted in a conditional agreement regarding the Offer as publicly announced on 5 March 2021. Discussions regarding the Offer, including, but not limited to, the Offer Price, the financing of the Offer, the Offer Conditions and the future strategy of ICT Group, took place between NPM Capital and its advisers on the one hand and the ICT Group Board and its advisers on the other hand;
- (b) 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;
- (c) with reference to Annex A, paragraph 2, subparagraphs 5, 6 and 7 of the Decree, the offeror, whether directly or indirectly, has not acquired any Shares in the year preceding the date of this Offer Memorandum;
- (d) no securities in ICT Group are held, no transactions or agreements in respect of securities in ICT Group have been effected or have been concluded and no similar transactions have been effected in respect of securities in ICT Group, by the offeror or any Affiliate of the offeror, or any member of the board of directors or any ultimate decision maker of the Offeror, any member of the board of directors of the offeror or any member of the ICT Group Boards, 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, subparagraph 5, 6 and 7 of the Decree, other than the securities held following concluded agreements and arrangements in connection with the Offer as described in (i) section 6.9 (Irrevocable undertaking of Shareholders and Executive Board members), (ii) section 6.10 (Shareholdings of the members of the ICT Group Boards), in respect of the Shares held by members of the ICT Group Boards, and (iii) section 7.11 (ICT Group Share Participation Plans), in respect of employees of ICT Group;
- (e) the costs incurred or to be incurred by the Offeror, NPM Capital, Teslin and Teslin Acquisition in relation to the Offer are expected to amount to approximately EUR 7 million (which amount will be lower if the Offer is not declared unconditional) and comprise finance arrangement fees, bank adviser fees, listing and Settlement Agent fees, broker commissions, legal fees, financial, commercial and tax due diligence fees, and public relations and communications advice. These costs will be borne by the Offeror;
- (f) the costs of ICT Group's fees of legal advisers, financial advisers, accountants and communications advisers incurred and expected to be incurred in relation to the Offer amount to approximately EUR 4 million. These costs will be borne by ICT Group;

- (g) no remunerations will be paid to the directors and executive officers of the Offeror, NPM Capital, Teslin and Teslin Acquisition in connection with the Offer being declared unconditional (*gestanddoening*); and
- (h) other than as described in sections 6.9(c) (Irrevocable of Share Trust Office), 6.10 (Shareholdings of the members of the ICT Group Boards) and 7.11 (ICT Group Share Participation Plans), no remunerations will be paid to members of the ICT Group Boards in connection with the Offer being declared unconditional (*gestanddoening*).

10. TAX ASPECTS OF THE OFFER AND MERGER AND LIQUIDATION

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 sections 6.13(b) (Buy-out) and 6.13(c) (Merger and Liquidation), 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:

- (i) investment institutions (*fiscale beleggingsinstellingen*);
- (ii) 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;
- (iii) 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;
- (iv) Shareholders holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in ICT Group and Shareholders of whom a certain related person holds a substantial interest in ICT Group. Generally speaking, a substantial interest in ICT Group 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 ICT Group or 5% or more of the issued capital of a certain class of shares of ICT Group, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit-sharing rights or rights to liquidation proceeds in ICT Group relating to 5% or more of the annual profit of ICT Group or to 5% or more of the liquidation proceeds of ICT Group;

- (v) 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*);
- (vi) entities which are a resident of Aruba, Curacao 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;
- (vii) Shareholders which are not considered the beneficial owner (*uiteindelijk gerechtigde*) of the Shares or the benefits derived from or realised in respect of the Shares; and
- (viii) 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.

10.2 Tax aspects for Shareholders who tender their Shares during the Offer 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 up to 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 up to 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 is 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 (1) 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 (2) 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 up to a maximum rate of 25%.

- (ii) the Shareholder is an individual and such individual (1) 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 (2) 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 (3) 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 (1) and (2) 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 (3) above that is not already included under (1) or (2) above will be taxed on the basis of a deemed return on savings and investments (as described above under "Residents of the Netherlands").

10.3 Gift and Inheritance Tax

No Dutch gift tax (*schenkbelasting*) 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 mentioned in sections 6.13(b) (Buy-out) and 6.13(c) (Merger and Liquidation).

Furthermore, the Offeror reserves the right to use any legally permitted method to acquire all of the Shares (or full ownership of ICT Group's business) and to optimise the corporate, financing and tax structure of ICT Group once it is part of the Offeror Group. No decision in respect of pursuing any restructuring measures as set out in section 6.13 (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 Buy-Out and of the Merger and Liquidation. The gift and inheritance tax, value added tax and other taxes and duties consequences of the Buy-Out as well as the Merger and Liquidation are the same as for the disposal of the Shares in connection with the Offer, see section 10.3 (Gift and Inheritance Tax), 10.4 (Value Added Tax) and 10.5 (Other Taxes and Duties), respectively.

(a) Buy-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 Buy-Out 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.

(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 Buy-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) Merger

(i) Dividend Withholding Tax

The cancellation of the Shares in connection with the Merger and the receipt of shares in Company Holdco 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.

(ii) Corporate and Individual Income Tax

The Dutch corporate income tax and Dutch individual income tax consequences of the Merger 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 (Tax aspects for Shareholders who tender their Shares during the Offer Period) above.

The Dutch corporate income tax and Dutch individual income tax in respect of gains (deemed) realised by a Shareholder upon the disposal of the Shares as a result of the Merger (excluding taxation in respect of any consideration received in connection with the Merger that does not consist of Company Holdco shares) may be deferred in the following situations:

- (A) the Merger satisfies the requirements set out in section 3.57 of the Dutch Income Tax Act 2001 and the Shareholder records the Company Holdco shares received pursuant to the Merger at the same tax book value as the Shares at the moment immediately preceding the Merger; 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 will not tender its Shares and receives Company Holdco shares in connection with the Merger needs to assess for itself whether these requirements are satisfied. Whether or not a holder of 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 its shareholders to the extent that such distributions are in excess of Company Holdco's average paid-in capital recognised for

Dutch dividend withholding tax purposes. Company Holdco is responsible for the withholding of such dividend withholding tax at source; the dividend withholding tax is for the account of the holders of Company Holdco shares.

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 Dutch individual income tax purposes, Dutch dividend withholding tax which is withheld in respect of the Liquidation Distribution paid to such holder will generally be creditable for Dutch corporate income tax or Dutch individual income tax purposes or otherwise refundable.

Relief or refund for non-residents of the Netherlands

Depending on specific circumstances, a holder of Company Holdco shares resident in a country other than the Netherlands may be entitled to exemptions from, reduction of, or full or partial refund of, Dutch dividend withholding tax under Dutch law, EU law, or treaties for the avoidance of double taxation.

If a holder of Company Holdco shares is a resident for tax purposes of a country other than the Netherlands, and if 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 of that country for the purposes of such treaty, such holder may, depending on the terms of that particular treaty, and subject to relevant filings being properly and timely made, qualify for full or partial relief at source or for a refund in whole or in part of the Dutch dividend withholding tax withheld.

A refund of Dutch dividend withholding tax is available to entities resident in another EU member state, Norway, Iceland, or Liechtenstein provided (i) these entities are not subject to corporate income tax there, and (ii) these entities would not be subject to Dutch corporate income tax, if these entities would have been tax resident in the Netherlands for Dutch corporate income tax purposes and (iii) these entities are not comparable to investment institutions (*fiscale beleggingsinstellingen*) or exempt investment institutions (*vrijgestelde beleggingsinstellingen*). Furthermore, a similar refund of Dutch dividend withholding tax may be available to such entities resident in other countries, under the additional condition that:

- (A) the shares in Company Holdco are considered portfolio investments, i.e. such shares are not held with a view to establish or maintain lasting and direct economic links between the holder and Company Holdco and the shares do not allow the holder to participate effectively in the management or control of Company Holdco; and
- (B) the Netherlands can exchange information with this other country in line with the international standards for the exchange of information.

A holder of Company Holdco shares that is resident (i) in another EU member state, Norway, Iceland or Liechtenstein, or (ii) in a designated third state with which the Netherlands has agreed to an arrangement for the exchange of information on tax matters, is entitled to a full or partial refund of Dutch dividend withholding tax if the final Dutch tax burden in respect of the distributions of a comparable Dutch resident shareholder is lower

than the withholding tax incurred by the non- resident Shareholder. The refund is granted upon request, and is subject to conditions and limitations. No entitlement to a refund exists if the disadvantage for the non-resident Shareholder is entirely compensated in his state of residence under the provisions of a treaty for the avoidance of double taxation concluded between this state of residence and the Netherlands.

Beneficial owner

A recipient of the Liquidation Distribution may not be entitled to any exemption, reduction, refund or credit of Dutch dividend withholding tax if such recipient is not considered to be the beneficial owner of the Liquidation Distribution.

Dutch domestic law provides for a non-exhaustive negative description of a beneficial owner. Under the relevant rules, a holder of Company Holdco shares will in any event not be considered the beneficial owner of the dividends if as a consequence of a combination of transactions:

- (A) a person other than that holder wholly or partly, directly or indirectly, benefits from the dividends;
- (B) whereby this other person retains or acquires, directly or indirectly, an interest similar to that in the relevant shares on which the dividends were paid; and
- (C) that other person is entitled to a credit, reduction or refund of Dutch dividend withholding tax that is less than that of the holder.

(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) above.

11. PRESS RELEASES

11.1 Press release 5 March 2021 regarding the Offer

JOINT PRESS RELEASE

*This is a joint press release by ICT Group N.V. ("**ICT Group**" or the "**Company**"), NPM Investments XI B.V. (the "**Offeror**") (a wholly-owned subsidiary of NPM Capital N.V. ("**NPM Capital**")) and Teslin Ipanema Acquisition B.V. ("**Teslin Acquisition**") (a wholly-owned subsidiary of Teslin Participaties Coöperatief U.A. ("**Teslin**"), and together with NPM Capital the "**Consortium**") 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 recommended public offer by the Offeror for all the issued and outstanding ordinary shares in the capital of ICT Group. This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in ICT Group. Any offer will be made only by means of an offer memorandum (the "**Offer Memorandum**") approved by 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.*

ICT GROUP AND A CONSORTIUM LED BY NPM CAPITAL AGREE ON RECOMMENDED ALL-CASH OFFER OF EUR 14.50 PER SHARE

Transaction highlights

- Recommended all-cash public offer by Offeror for all Shares in ICT Group at an offer price of EUR 14.50 (cum dividend) per Share, representing a total consideration of approx. EUR 140.6 million
- The Offer Price represents a premium of approx. 31.8% to the ICT Group closing share price on Thursday 4 March 2021 and a premium of approx. 52.8% to the 6-month average daily volume weighted share price, delivering immediate, certain and attractive value to ICT Group's shareholders
- The Executive Board and Supervisory Board of ICT Group fully support the Transaction and unanimously recommend the Offer
- The Consortium comprises of experienced investors and will provide ICT Group with knowledge, expertise and financial backing for investments and acquisitions in accordance with ICT Group's long-term strategy
- The Consortium is committed to support and accelerate ICT Group's strategy of driving organic growth and growth through acquisitions and intends to make equity financing available in the amount of up to EUR 200 million to actively support ICT Group in pursuing add-on acquisitions
- The Offeror views the employees of ICT Group as one of the fundamental assets for its current and continued success; existing rights and benefits of ICT Group's employees will be respected
- ICT Group's corporate identity, values and culture will be maintained
- ICT Group's existing Executive Board, led by CEO Jos Blejje and CFO Jan Willem Wienbelt, will continue to lead the Company
- The Consortium has committed equity financing in place providing certain funds and high deal certainty
- Teslin, holding approx. 19.3% of the Shares, has irrevocably committed to tender or contribute its Shares to the Offeror, and Mavawe B.V., holding approx. 6.4% of the Shares, has irrevocably committed to tender its Shares under the Offer
- Following completion, NPM Capital will hold approx. 83% and Teslin Acquisition approx. 17% in the Consortium

- The draft Offer Memorandum will be submitted to the AFM no later than in April 2021, with completion of the Offer anticipated in Q3 of 2021

Rotterdam/Amsterdam/Maarsbergen, the Netherlands, 5 March 2021 – ICT Group, an industrial-technology solutions provider, and the Consortium consisting of NPM Capital and Teslin are pleased to announce that a conditional agreement (the "Merger Agreement") has been reached on a recommended public offer (the "Offer", and together with the transactions contemplated in connection therewith, including the Merger and Liquidation, the "Transaction") for all of the issued and outstanding ordinary shares in ICT Group (the "Shares") for EUR 14.50 (cum dividend) in cash per Share (the "Offer Price"). The Offer represents a total consideration of approximately EUR 140.6 million.

Theo van der Raadt, Chairman of the Supervisory Board of ICT Group: *"The Supervisory Board unanimously supports the offer as we believe it will be beneficial to all ICT Group's stakeholders. The strategic review conducted by the Executive Board showed that, also in the context of our consolidating industry, ICT Group should accelerate its growth strategy and that this could be achieved best in a private environment. After a diligent and carefully executed competitive bidding process we concluded that the offer by the Consortium best serves the interest of all ICT Group's stakeholders. The transaction reflects a compelling offer price for our shareholders, while best safeguarding the interests of both our employees and customers."*

Jos Blejje, CEO of ICT Group: *"In the past years ICT Group has evolved from a secondment services provider to an industrial technology solutions provider with a resilient business model. This has resulted in a healthy mix of activities, while we further increase our focus on high added value services, including our own industry-specific software propositions. Accelerating our growth strategy, in which acquisitions will be instrumental, will further leverage our strong position and enhance our capabilities to further improve and expand our services to our customers. The Consortium is committed to supporting us in accelerating our growth and geographical expansion, including providing further equity financing for add-on acquisitions. NPM Capital and Teslin are reputable Dutch investors known for their long-term commitment with an entrepreneurial spirit and a solid track record of supporting management teams in growing their business. Our employees are our most important asset, supported by a strong culture of excellence and driven by our passion for technology. We believe that this partner will bring increased career opportunities in a growing company. We look forward to continuing our journey with the Consortium."*

Bart Coopmans, NPM Capital, on behalf of the Consortium: *"We are pleased to have reached a conditional agreement with the Boards of ICT Group. We strongly believe in ICT Group's strategy and will support the Company in its next stage of development, working towards becoming a leading Northern European industrial technology solutions provider. The investment in ICT Group fits our strategic investment themes, where the trend of digitization further drives the growth in demand for industrial technology solutions. Our track record in technology investments and our expertise in doing (international) acquisitions, in combination with our extensive network and financial resources will support the company going-forward. NPM Capital and Teslin very much look forward to working with ICT Group management and supporting them in accelerating the execution of their business strategy."*

Strategic review and transaction process

Strategic review

During the summer of 2020, ICT Group performed a strategic review to identify, review and evaluate strategic options available to accelerate its current strategy. Following this strategic review, the Executive Board and Supervisory Board of ICT Group (the "**Boards**") concluded that ICT Group could optimise its position as a strong partner for clients, suppliers, employees and other stakeholders by enhancing its geographic presence and increasing its scale. Having reviewed and considered various alternative strategic options, the Boards have concluded that a private environment would be optimal for ICT Group to realise this goal. Such an environment could provide access to a substantial amount of capital to finance organic and inorganic growth and could better position ICT Group to execute on M&A opportunities available in the market.

Transaction process

As a result of the outcome of the strategic review, ICT Group, together with its financial and legal advisers, set up a competitive bidding process in the second half of 2020, with various parties being approached to express their interest in a possible transaction. A special committee consisting of two Supervisory Board members (the "**Special Committee**") was appointed to safeguard the interests of ICT Group's stakeholders and ensure a full and thorough process. The Special Committee and the Boards have frequently and extensively discussed the developments of a proposed transaction and related key decisions throughout the process. Consistent with their fiduciary responsibilities, the Boards, with the assistance of their financial and legal advisers, have carefully reviewed the proposals that were submitted by interested parties, and they have given careful consideration to all aspects of the proposals, including strategic, financial, operational and social aspects.

Support and unanimous recommendation by the Executive Board and the Supervisory Board

Following the diligent and carefully executed competitive process, the Boards believe that the Consortium has made the most compelling offer representing a fair price and attractive premium to ICT Group's shareholders as well as the most favourable non-financial terms. The Boards have therefore concluded that the Transaction is in the best interest of the Company and the sustainable success of its business, taking into account the interests of all ICT Group's stakeholders.

AXECO Corporate Finance has issued a fairness opinion to the Executive Board and Supervisory Board, and the Corporate Finance Division of ING Bank N.V. has issued a separate fairness opinion to the Supervisory Board. Both have opined that, from a financial point of view, the Offer is fair to the shareholders of ICT Group and that the price payable under the share sale pursuant to the Merger and Liquidation (as defined below) is fair to ICT Group.

Taking all these considerations into account, the Boards unanimously support the Transaction and recommend the Offer for acceptance to the shareholders of ICT Group. Accordingly, the Boards recommend that the shareholders of ICT Group accept the Offer and vote in favour of the resolutions relating to the Offer at the upcoming extraordinary general meeting of ICT Group (the "**EGM**"), to be held during the offer period.

Irrevocable undertaking of shareholders

Teslin currently has an aggregate shareholding in ICT Group of approximately 19.3% of the Shares and has irrevocably undertaken to support the Offer and vote in favour of the resolutions that will be proposed at the EGM to be held in connection with the Transaction. Teslin will invest a substantial part of its current shareholding into the Offeror and will tender the remaining part under the Offer. In addition, Teslin has also made available substantial amounts of equity financing to support ICT Group in executing its strategy going forward.

Furthermore, Mavawe B.V., holding approximately 6.4% of the Shares, has irrevocably undertaken to support and accept the Offer and vote in favour of the resolutions that will be proposed at the EGM to be held in connection with the Transaction. No additional shareholders have been approached for an irrevocable undertaking to support and accept the Offer.

Board members have also entered into irrevocable commitments in respect of all Shares and other securities held by them.

The irrevocable commitments of Mavawe B.V. and board members to tender their Shares and the irrevocable commitment of Teslin to tender or invest its Shares together represent approximately 26.7% of the Shares.

In accordance with the applicable public offer rules, information shared about the Offer with shareholders providing an irrevocable undertaking will, unless not published prior to the Offer Memorandum being made generally available, be included in the Offer Memorandum in respect of the Offer (if and when issued) and these shareholders will tender their Shares on the same terms (including price) and conditions as the other shareholders.

Non-financial covenants

ICT Group and the Offeror have agreed to certain covenants, including covenants on strategy, employees, corporate governance, leverage and other non-financial matters, for a duration of three years after settlement (the "**Non-Financial Covenants**"). ICT Group and the Offeror have also agreed to covenants on minority shareholders.

Strategy and M&A

The Offeror fully supports and respects ICT Group's business strategy of driving organic growth and growth through acquisitions. The Offeror will support ICT Group in pursuing such add-on acquisitions and intends to make equity financing available to the Company for up to an amount of EUR 200 million to fund these acquisitions.

ICT Group and the Offeror have agreed that the Offeror will not break up the Company's group and its business, and the Offeror does not intend to pursue any divestments of any of the Company's group's subsidiaries, business units or material assets.

Employees

The Offeror recognises the value and importance of ICT Group's employees. Their existing rights and benefits will be respected, including existing rights and benefits under their individual employment agreements and existing rights and benefits under existing covenants made to the works council. The Offeror will respect the existing pension arrangements and will preserve ICT Group's culture of excellence, where qualified employees of the Company's group are offered attractive training and career opportunities.

The Offeror will respect the Company's group's current employee consultation structure and will ensure that the arrangements between ICT Group and the works council are respected.

ICT Group and the Offeror have agreed that the current members of the Executive Board will continue to serve as members of the Executive Board and that Roy Jansen, ICT Group's current Chief Operating Officer, will be appointed to the Executive Board following settlement.

Governance

It is envisaged that upon successful completion of the Offer the Supervisory Board of ICT Group will consist of five members. Theo van der Raadt and Koen Beeckmans will continue as Chairman and member of the Supervisory Board, respectively. As independent members they will especially monitor compliance with the Non-Financial Covenants. Three new supervisory board members will be designated by the Consortium, of which two by NPM Capital and one by Teslin.

ICT Group will continue to operate as a separate legal entity and ICT Group's corporate identity, values and culture will be maintained.

ICT Group's large company regime (*structuurregime*) will remain in place in its current form.

Financing and leverage

The Offeror will ensure that the Company's group will remain prudently capitalised and financed to safeguard the continuity of the business and the execution of the strategy. Furthermore, the Offeror will procure that the Company's group does not incur additional third party debt resulting in a higher ratio of net third-party debt to EBITDA than three (3) times post-IFRS-16 EBITDA.

Fully committed financing for the Offer

The Offer Price values 100% of the Shares at approximately EUR 140.6 million. The Offeror has received a binding equity commitment letter from NPM Capital for the total consideration, all the Company's indebtedness and the associated transaction costs (the "**Equity Financing**"). The Offeror intends to take out debt financing for an amount of EUR 50 - 60 million, to replace the current bank/debt facilities and part of the Equity Financing, and to enter into binding loan documentation post-announcement, which will be fully committed on a "certain funds" basis (the "**Debt Financing**").

From the arranged Equity Financing and Debt Financing, the Offeror will be able to fund the acquisition of the Shares under the Offer, the purchase price pursuant to the share sale in connection with the Merger and Liquidation (if implemented), the payment or refinancing of ICT Group's existing debt, and the payment of fees and expenses related to the Offer.

Fairness Opinions

On 4 March 2021, AXECO Corporate Finance B.V. issued a fairness opinion to the Executive Board and the Supervisory Board, and the Corporate Finance Division of ING Bank N.V. has issued a separate fairness opinion to the Supervisory Board, in each case related to the fairness, as of such date, and based on and subject to the factors and assumptions set out in each fairness opinion, that the Offer Price is fair to the holders of Shares, and that the price payable under the share sale pursuant to the Merger and Liquidation is fair to ICT Group. The full text of these fairness opinions, each of which sets out the assumptions made, procedures followed, matters considered and limitations on the review undertaken in connection with each such opinion, will be included in ICT Group's position statement. The opinion of AXECO Corporate Finance B.V. has been given to the Executive Board and to the Supervisory Board and the opinion of the Corporate Finance Division of ING Bank N.V. has been given to the Supervisory Board, and not to the holders of Shares. The fairness opinions do not make any recommendation to the holders of Shares as to whether they should tender their Shares under the Offer (if and when made) or how they should vote or act with respect to the proposed resolutions at the EGM or any other matter.

Investment by key management

The Consortium is focused on ensuring that ICT Group's key management is retained. After agreement was reached on the most fundamental elements of the Offer, Jos Blejje, Jan Willem Wienbelt and Roy Jansen have had initial discussions with the Consortium regarding participation in the Offeror. The Offeror shall invite Jos Blejje, Jan Willem Wienbelt and Roy Jansen and certain other members of key management of ICT Group to invest and participate in the Offeror after settlement of the Offer.

Pre-offer and offer conditions

The commencement of this Offer is subject to the satisfaction or waiver of pre-offer conditions customary for a transaction of this kind, including:

- No material breach of the Merger Agreement having occurred
- No material adverse effect having occurred
- The Stichting Continuïteit ICT not having exercised its option to call for the issue of cumulative preference shares and no cumulative preference shares in ICT Group having been issued
- The Offeror having received confirmation from the AFM that the AFM has approved the final draft of the Offer Memorandum
- Compliance with the co-determination procedures pursuant to the Dutch Works Council Act with respect to the works council of ICT Group
- Compliance with the notification procedures pursuant to the Merger Code (*SER Fusiegedragsregels 2015*)
- No public announcement having been made of a Competing Offer (as defined below)
- The Boards not having revoked or altered their recommendation of the Offer
- No order, stay, judgment or decree having been issued restraining, prohibiting or delaying the consummation of the Transaction in any material respect
- No notification having been received from the AFM that the Offer was prepared in contravention of any of the provisions of chapter 5.5 of the Wft or the Decree, within the meaning of section 5:80 Wft in which case, pursuant to those rules, investment firms would not be permitted to cooperate with the execution and completion of the Offer
- Euronext not having permanently suspended or ended trading in the Shares on Euronext

If and when made, the consummation of this Offer will be subject to the satisfaction or waiver of the following offer conditions customary for a transaction of this kind, including:

- Minimum acceptance level of at least 95% of the Shares, to be reduced to 80% if the general meeting of the Company adopts the resolutions in connection with the Merger and Liquidation at the EGM
- The Competition Clearance (as defined below) having been obtained or the applicable time periods having expired, lapsed or terminated
- The Stichting Continuïteit ICT not having exercised its option to call for the issue of cumulative preference shares; no cumulative preference shares in ICT Group having been issued; and the Stichting Continuïteit ICT having waived its right to exercise the call option and agreed to termination of the call option agreement with ICT Group with effect from settlement
- The general meeting of the Company having adopted the resolutions in connection with the Merger and Liquidation at the EGM and the resolutions relating to the composition of the Supervisory Board following settlement
- No public announcement having been made of a Competing Offer (as defined below)
- The Boards not having revoked or altered their recommendation of the Offer
- No material breach of the Merger Agreement having occurred

- No material adverse effect having occurred
- No order, stay, judgment or decree having been issued restraining, prohibiting or delaying the consummation of the proposed transaction in any material respect
- No notification having been received from the AFM that the Offer was made in contravention of any of the provisions of chapter 5.5 of the Wft or the Decree, within the meaning of section 5:80 Wft in which case, pursuant to those rules, investment firms would not be permitted to cooperate with the execution and completion of the Offer
- Euronext not having permanently suspended or ended trading in the Shares on Euronext

Acquisition of 100% of the Shares

The Consortium and ICT Group believe the sustainable and long-term success of ICT Group will be enhanced under private ownership and acknowledge the importance of acquiring 100% of the Shares and achieving a delisting of ICT Group in order to execute on ICT Group's long-term strategy. This importance is based, inter alia, on:

- the ability to achieve the strategic benefits of the Transaction and enhance the sustainable success of the Company's business in an expeditious manner in a private environment in a fully owned set-up after delisting;
- the fact that having a single shareholder and operating without a public listing increases the Group's ability to achieve the goals and implement the actions of its strategy;
- the ability to terminate the listing of the Shares from Euronext Amsterdam, and all resulting cost savings therefrom;
- the ability to achieve an efficient capital structure;
- as part of long-term strategic objectives the ability to focus on pursuing and supporting (by providing access to equity and debt capital) continued buy-and-build acquisition opportunities.

If the Offeror acquires at least 95% of the Shares, it is intended that ICT Group's listing on Euronext Amsterdam will be terminated as soon as possible. In that case, the Offeror will start statutory squeeze-out proceedings to obtain 100% of the Shares as soon as possible.

If, after the post-acceptance period, the Offeror acquires less than 95%, but at least 80%, of the Shares, the Offeror intends to acquire the entire business of ICT Group 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 Offeror and Company Holdco, and a subsequent liquidation of Company Holdco to deliver such consideration to the shareholders (the "**Merger and Liquidation**"). 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, subject to any applicable withholding taxes and other taxes. The Merger and Liquidation is subject to the approval of ICT Group shareholders at the EGM. The Boards have agreed to unanimously recommend that shareholders vote in favour of the Merger and Liquidation. Once the legal triangular merger is implemented, the listing of ICT Group will terminate.

In the event that the Offeror acquires less than 80% of the Shares, the Boards and the individual members of the Boards will be under no obligation to cooperate with the Merger and Liquidation, but they will have the opportunity to re-evaluate the Merger and Liquidation and whether to proceed with it nonetheless in light of the then prevailing circumstances. Accordingly, the Company and the Offeror may agree to proceed with the Merger and Liquidation in such scenario, provided however that this will only be permitted with the prior

approval of the Boards, including a vote in favour of that approval by at least one of the independent Supervisory Board members.

The Offeror may utilise all other available legal measures in order to acquire full ownership of the Company, outstanding Shares and/or its business in accordance with the terms of the Merger Agreement.

Competition Clearance

The Offeror will procure the preparation and filing with the Netherlands Authority for Consumers and Markets (the "**ACM**") to obtain the required competition clearance in respect of the Offer (the "**Competition Clearance**") as soon as practicable after the signing of the Merger Agreement. The Offeror and ICT Group will closely co-operate in respect of any necessary contact with and notifications to the ACM.

Exclusivity and Competing Offer

ICT Group will notify the Offeror in writing if a *bona fide* third party makes a credible, written and binding unsolicited proposal to acquire all of the Shares or substantially all of ICT Group's business or a merger of ICT Group that exceeds the original consideration by 10% and, which in the reasonable opinion of the Boards, is a more beneficial offer than the Offer as contemplated in the Merger Agreement (a "**Competing Offer**"). In the event of such Competing Offer, the Offeror has the opportunity to match such Competing Offer. If it does, and the terms and conditions of such revised offer are, in the reasonable opinion of the Boards, at least equal to those of the Competing Offer, the Merger Agreement will continue in force. ICT Group and the Offeror may terminate the Merger Agreement (i) if the Offeror does not submit within seven business days of ICT Group's notice of having received a Competing Offer, or (ii) if the Offeror has not made a revised offer, or (iii) if the Offeror has informed the Company that it does not wish to make a revised offer, in which case ICT Group will be entitled to conditionally agree to the Competing Offer. As part of the agreement, ICT Group has entered into customary undertakings not to solicit third party offers.

Termination

If the Merger Agreement is terminated (i) because of a Competing Offer having been conditionally agreed or (ii) in case of a material event, development, circumstance or change that requires the Boards to change their recommendation, ICT Group will pay the Offeror a EUR 1.4 million (1% of the Offer value) termination fee.

These termination fees are without prejudice to each party's rights under the Merger Agreement to demand specific performance.

Next steps and additional information

ICT Group and the Offeror will seek to obtain all necessary approvals and the Competition Clearance as soon as practicable; the Offeror has agreed to take the necessary steps to obtain that clearance from the ACM. The required advice and consultation procedures with ICT Group's works council will start as soon as feasible. Both parties are confident that the Offeror will secure all approvals and the Competition Clearance within the timetable of the Offer.

The Offeror intends to launch the Offer as soon as practically possible and in accordance with the applicable statutory timetable. The Offeror expects to submit a request for review and approval of the Offer Memorandum no later than in April 2021 and to publish the Offer Memorandum after approval.

ICT Group will hold the EGM at least six business days before the offer period ends, in accordance with Section 18 Paragraph 1 of the Decree. ICT Group's shareholders will also be asked to approve the Merger and Liquidation and certain other resolutions with respect to the Offer.

Based on the required steps and subject to the necessary approvals, ICT Group and the Offeror anticipate that the Offer will close in Q3 2021.

Advisers

AXECO Corporate Finance B.V. is acting as ICT Group's financial adviser and the Corporate Finance Division of ING Bank N.V. as financial adviser to the Supervisory Board. De Brauw Blackstone Westbroek N.V. is acting as ICT Group's legal adviser and Lindner & van Maaren as communications adviser.

On behalf of NPM Capital, Rabobank is acting as financial adviser, Allen & Overy LLP as legal adviser and Confidant Partners as communications adviser. Clifford Chance LLP is acting as Teslin's legal adviser.

General restrictions

The information in this announcement is not intended to be complete. This announcement is for information purposes only and does not constitute an offer or an invitation to acquire or dispose of any securities or investment advice or an inducement to enter into investment activity. This announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or acquire the securities of ICT Group in any jurisdiction.

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, the Consortium, the Offeror and ICT Group 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 ICT Group, nor the Consortium, nor Offeror, nor any of their advisers assume any responsibility for any violation by any person of any of these restrictions. ICT Group shareholders in any doubt as to their position should consult an appropriate professional adviser without delay. This announcement is not to be published or distributed in or to Canada, Japan and the United States.

Forward-looking statements

This press release may include "forward-looking statements" such as statements relating to the impact of this transaction on the Offeror and ICT Group and language that indicates trends, such as "anticipated" and "expected". These forward-looking statements speak only as of the date of this release. Although ICT Group and the Offeror believe that the assumptions upon which their respective financial information and their respective forward-looking statements are based are reasonable, they can give no assurance that these assumptions will prove to be correct. Forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from historical experience or from future results expressed or implied by such forward looking statements. Potential risks and uncertainties include, but are not limited to, receipt of regulatory approvals without unexpected delays or conditions, the Offeror's ability to achieve the anticipated results from the acquisition of the Company, the effects of competition (in particular the response to the Transaction in the marketplace), economic conditions in the global markets in which the Offeror and the Company operate, and other factors that can be found in the Offeror's and the Company's press releases and public filings. Neither ICT Group nor the Consortium nor the Offeror, nor any of their advisers accept any responsibility for any financial information contained in this press release relating to the

business or operations or results or financial condition of the other or their respective groups. Each of the Company, the Consortium and the Offeror expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statements contained herein to reflect any change in the expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

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About ICT Group

ICT Group is a leading European industrial technology solutions provider. Our dedicated technical professionals offer our clients services in the field of consultancy, software development, project-based solutions and IT system maintenance. It is our mission to make the world a little smarter every day. Our specialist knowledge in a variety of industries enables us to realise innovative solutions by linking people, technologies and ideas. With around 1,500 dedicated technical specialists in the field, we are capable of building and integrating new and innovative technologies into relevant business solutions for our customers.

Our Industries solutions serve the automotive, manufacturing, high-tech, food, chemicals & pharma, oil & gas and logistics industries. Our Public & Infra solutions are focused on water, rail and road infrastructure as well as public transport and mobility. Across all industries ICT Group offers proprietary industry-specific software solutions, including its own cloud-based platform for IoT, digital transformation and artificial intelligence. ICT Group is listed on Euronext Amsterdam and has a presence in the Netherlands, Belgium, Bulgaria, France, Germany and Sweden.

About NPM Capital

NPM Capital invests in mid-market companies in the Benelux and supports companies to enter the next growth phase in their development. NPM Capital, with SHV as its sole shareholder, has sufficient capital in order to apply a long investment horizon. Currently, NPM Capital has a portfolio of 26 participations (majority as well as minority holdings, including growth capital) and focuses on the following trends: Everything is Digital, Future of Energy, Feeding the World and Healthy Life.

About Teslin

Teslin is an investment fund managed by Teslin Capital Management. Teslin invests in promising small- and midcaps. Based on fundamental analysis Teslin selects companies active in attractive markets with a strong market position, healthy cash flow and a proper corporate governance structure. Teslin focuses on responsible value creation in the long term and acts as an active and involved shareholder. Teslin has been a long-term significant, active and committed shareholder of ICT Group since 2002 and is delighted to support ICT Group

in accelerating and realizing its potential in the coming years, growing into a leading Northern-European industrial technology solutions provider. For more information, please visit: www.teslin.nl

Notes to the press release

This is a public announcement by ICT Group N.V. pursuant to section 17 paragraph 1 of the European Market Abuse Regulation (596/2014). This public announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in ICT Group N.V.

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11.2 Press release ICT Group 5 March 2021 regarding full year results

PRESS RELEASE

Rotterdam, March 5, 2021

Full year results 2020 ICT Group

Strong performance with EBITDA up 16%; impact Covid-19 on full year 2020 limited

Highlights FY 2020

- Full year revenue was up 3% at € 160.0 million, organically flat
- EBITDA increased 16% to € 19.2 million, EBITDA margin improved to 12.0% (2019: 10.6%)
- Net profit increased 63% to € 4.4 million
- Proposed dividend of € 0.40 per share for the year 2020
- Covid-19 impact overall limited; backed by sustained robust performance of project business and strong growth in nearshoring
- Financing agreement extended to 2024

Highlights Q4 2020

- Revenue in Q4 came in at € 40.3 million (Q4 2019: € 39.8 million)
- EBITDA increased 27% to € 5.7 million in Q4 2020 (Q4 2019 4.5 million)
- Acquisition of Yellowstar, active in supply chain software, announced

Recommended all-cash public offer

- Today ICT Group and a Consortium led by NPM Capital have reached conditional agreement on a recommended all-cash public offer for all Shares in ICT Group at an offer price of EUR 14.50 (cum dividend) per share. For more information we refer to the press release published this morning.

Key figures

(in millions of €)	FY 2020	FY 2019	Change
Revenue	160.0	155.5	3%
Revenue Added Value	134.6	128.9	4%
EBITDA	19.2	16.5	16%
Amortisation / depreciation	12.5	11.6	8%
One-off accounting gains (*)	-	0.7	-
Net profit	4.4	2.7	63%
(in €)			
Earnings per share (**)	0.43	0.27	59%
Proposed dividend per share	0.40	-	-

(*) One-off accounting gains in 2019 at one of the associates.

(**) Based on net profit and the average number of outstanding ordinary shares.

Jos Blejje, CEO of ICT Group N.V.:

“The onset of Covid-19 turned 2020 into a truly remarkable year. Although we have had to operate in an unstable environment, we can conclude that the overall impact of Covid-19 on our business was limited in 2020. Thanks to the spread of our activities and the quick and decisive actions taken, and most importantly thanks to the strong commitment and flexibility of our professionals and the loyalty of our clients, we have shown resilience in this crisis.

Our productivity levels started rising again from the start of summer and are close to pre-Covid levels since the third quarter. Our project business continued to perform well in 2020 and our nearshoring activities were able to capture strong growth, being greatly positioned to benefit from the increased outsourcing of projects. We continued to invest both in the organisation and our people in the past year. The further development of our industry-specific software propositions was a key spearhead this past year. As from January 2021, we have bundled these software propositions in a new segment, to further fuel focus and management attention, enabling these activities to thrive.”

Although the uncertainties related to Covid-19 continue in 2021, I am positive about the future. We remain committed to continue on our strategic roadmap. As demonstrated by our latest acquisition Yellowstar, we are diligently building upon our strategic strengths and I am confident that we are well underway to deliver on our mid-term objectives.”

Strategy update

Industry specific (proprietary) software solutions

As per 1 January 2021, ICT has bundled its offerings of proprietary industry specific software solutions in one cluster. Industry specific solutions enable our customers to benefit from the advantages of digital transformation, geared at streamlining and integrating critical processes and powering business growth. These solutions have shown solid growth in the past years and they greatly contribute to ICT’s recurring revenue. Bundling them in this new cluster increases the company’s focus on the high growth industries they operate in.

With these software solutions, ICT is anticipating multiple trends. This includes the emergence of low coding with MOTAR, the growing need for integrated mobility services with TURNN, integrating data and systems in Healthcare and offering a plug-and-play cloud platform that connects people, devices and data with OrangeNXT. Yellowstar, acquired early January 2021, has also been added to this cluster.

Buy and build

In July ICT acquired Esprit Management & IT Services. Esprit has a strong and consistent track record within the industrial automation sector and embedded software development in the Netherlands.

In December 2020, ICT announced the acquisition of Yellowstar, a Dutch web-based solutions provider, offering real-time insight, access and control in supply chains. The company is active in the same geographical markets as ICT and strengthens ICT’s position in the industrial, trade, retail and logistics markets. The transaction was completed in the beginning of January 2021.

Platforms for organic growth

Kodar and Up2 Technology, both acquired at the end of 2019, were successfully integrated into ICT’s nearshoring activities in Bulgaria in 2020. The integration process was accelerated by strong growth in the operations in Bulgaria, fuelled by the increased outsourcing of projects.

ICT companies NedMobiel and Proficium were merged into INNOCY, combining the strengths of both technical service providers and adding new services such as data management and infra development. As is reflected in its pay-off '*life cycle masters*', INNOCY offers support during the full life cycle of infrastructure projects. From selecting the best infra solution in the very first stage through asset management to the demolition or reuse of assets, including bridges, tunnels and locks.

Focus in 2021

Geographical expansion is an important driver in ICT's growth strategy. The primary focus for geographical expansion is on areas where ICT is already active, including Sweden and Germany. We expect the strong growth in demand for nearshoring to continue in 2021 and will therefore also further expand and strengthen our capacity in Bulgaria, in the current locations (Sofia and Plovdiv). Next to these existing locations we have opened as of January 2021 a new office in Burgas which will contribute to the organic growth ambitions.

Another focus area for 2021 is further growing our industry-specific software business. Our proprietary software solutions are combined in one segment to increase focus and attention on this. ICT will also pursue add-on acquisitions to further strengthen its portfolio in this field.

Personnel

At 31 December 2020 ICT Group employed 1,438 FTEs (1,492 employees), compared to 1,413 FTEs (1,468 employees) at year-end 2019. The recent acquisitions and ongoing recruitment efforts contributed to this increase.

Notes to the results

Performance ICT Group

In 2020 ICT Group's revenue came in at € 160.0 million, a 3% increase compared to € 155.5 million reported in 2019. Revenue added value increased 4% compared to 2019. Organically, excluding acquisitions and divestments, revenue was flat.

Personnel costs increased to € 95.7 million (2019: € 91.5 million), in line with the increase in FTE's and salary increases.

Other operating expenses decreased from € 20.9 million in 2019 to € 19.7 million in full year 2020. In light of the Covid-19 crisis ICT took necessary measures to cut and control costs, combined with a strong focus on cash management. These measures started to have an effect as of June. The costs related to strategic initiatives in FY 2020 amounted to € 1.0 million compared to € 0.7 million in 2019. These costs are mainly related to the proposed transaction as announced today.

EBITDA for the full year 2020 increased 16% to € 19.2 million (2019: € 16.5 million). The EBITDA margin increased from 10.6% to 12.0%.

Performance per segment

Per segment (in € millions)	FY 2020		FY 2019		Δ	
	Revenue	EBITDA	Revenue	EBITDA	Revenue	EBITDA
Engineering R&D	41.2	7.8	40.6	6.7	1%	16%
Industrial Automation	35.5	5.4	36.7	5.9	-3%	-8%
Infra & Mobility	38.6	5.8	41.1	3.9	-6%	49%
Healthcare Techn.	7.9	-0.5	10.5	0.7	-25%	na
Bulgaria	18.4	4.3	12.5	2.7	47%	59%
Sweden	16.5	0.5	15.4	0.6	7%	-17%
Other	14.2	-4.1	12.5	-3.9	14%	-5%
Eliminations	-12.3	-	-13.8	-	-11%	-
	160.0	19.2	155.5	16.5	3%	16%

Engineering R&D

In this segment, ICT is active in the R&D of the industrial sectors Automotive, High Tech and Machine Building. The impact of Covid-19 on the High Tech activities was very limited and they showed a stable development. In the second half of the year the Automotive activities showed a good performance, after a limited impact of Covid-19 in the first half of the year. The customers of the Machine & Systems unit have been significantly impacted by the crisis which was noticeable in the unit's lower productivity than usual.

Industrial Automation

ICT's key units in this segment are Logistics & Transport, Industry and Outsourced services. The Covid-19 crisis was noticeable in this segment as it serves customers that have been impacted by the crisis, in particular in the first wave of the crisis in the Logistics & Transport unit and in the second wave in the Industry units. Overall demand increased again as from September onwards but this was not sufficient to fully compensate the impact in the first half of the year.

Infra & Mobility

In the public domain ICT focuses on services around capital assets in the area of Water, Energy, Road and Rail infrastructure as well as Mobility.

Projects in the public domain generally continued in the past year. Although revenue at InTraffic was impacted due to the lockdown measures, margins improved in 2020. ICT's Mobility as a Service activities TURNN won a number of contracts after completing a number of successful pilots in the first half of the year.

Healthcare Technology

The performance of the Healthcare unit is affected by Covid-19. In the second half of 2020 the healthcare unit was rationalised and the consulting services were discontinued. The activities focused on the sale of the foetal care products continued and showed a positive performance, especially in the remote tooling Sense4Baby.

Bulgaria

ICT's nearshoring entity Strypes reported substantial organic growth of 13% and a strong EBITDA margin increase. Our nearshoring activities were able to benefit from more projects being executed offsite. Moreover, better cooperation between the different entities within the group further increased the use of our nearshoring capabilities. In the past year, with the expansion of capacity in Bulgaria, ICT was able to support this increase in demand.

Sweden

The integration of Additude, acquired in February 2019, was completed in the first half of the year. The Swedish activities, mostly engineering consulting services, were impacted by Covid-19. Moreover, the crisis

made it difficult to hire new people, which put pressure on margin recovery. Additude did see one of the largest contracts being prolonged.

Other

The segment 'Other' includes a number of small entities as well as the holding costs of the group. Improve, mainly engaged in trainings, was strongly impacted by Covid-19 in the past year. OrangeNXT and MOTAR are performing in line with plan, turning the start-up losses into profit in 2020. The growth pace however slowed down due to Covid-19. In 2020 ICT decided to close down the Belgium secondment business. Also due to the impact of Covid-19, the activities continued to be loss-making.

Other financial information

ICT has attributed a value to and is amortising several intangible assets, including order backlog, software and customer relations of its acquisitions. Amortisation in 2020 amounted to € 5.6 million (2019: € 5.4 million). Depreciation for 2020 amounted to € 6.9 million (2019: € 6.2 million).

The result from associates improved to a small profit of € 0.2 million in 2020 from a loss of € 0.9 million in 2019.

Financing expenses came in at € 0.9 million in 2020 (2019: € 1.1 million).

In 2020 taxes came in at € 1.7 million compared with € 1.0 million in 2019.

Reported net profit for 2020 came in at € 4.4 million (2019: € 2.7 million). The earnings per share came in at € 0.43 (2019: € 0.27). The number of outstanding ordinary shares increased to 9,697,106 compared to 9,565,010 as per year-end 2019.

Cash flow movement

In 2020, net operational cash flow increased considerably to € 19.7 million positive (2019: € 14.4 million positive), as a result of improved financial results and disciplined working capital management. The cash outflow on investment activities was € 4.5 million in 2020, significantly less than 2019 (outflow of € 17.6 million) as a result of lower M&A levels.

The net cash position increased and amounted to € 13.1 million positive per 31 December 2020 (31 December 2019: € 5.8 million positive). This increase was the result of the positive effect of cash preserving measures including the resolution at the AGM not to declare a dividend and the extension of the redemption schedule of the company's loans, combined with the positive development of the operational cash flow.

Balance sheet structure

At the end of 2020, shareholders' equity stood at € 59.7 million (31 December 2019: € 54.5 million). The balance sheet total increased from € 124.4 million at year-end 2019 to € 131.0 million at 31 December 2020. Solvency (shareholders' equity/total assets) increased to 46% at year-end 2020 (44% at year-end 2019), reflecting a sound financial basis.

In 2020 ICT extended its credit facilities by four years to 2024. The acquisition credit facility was increased from € 25 million to € 35 million, both the working capital credit facility (€ 12.5 million) and the guarantee facility (€ 2.5 million) are unchanged.

Dividend

ICT proposes a cash dividend of € 0.40 per share for the 2020 financial year (2019: no dividend). The proposed dividend is subject to the approval of the Annual General Meeting of Shareholders (AGM) to be held on 12 May 2021. For the calculation of the proposed dividend, the net profit realised is adjusted for the non-cash amortisation amounts. This results in an adjusted net profit for the full year 2020 of € 9.7 million. The proposed dividend of € 0.40 per share represents a pay-out ratio of 40% of adjusted net profit.

The dividend in cash will be payable on 3 June 2021.

Outlook

ICT remains fully focused on executing its buy-and-build strategy; combining healthy organic growth with selective acquisition opportunities.

Although we have managed to limit the impact of Covid-19 on our 2020 results, Covid-19 will continue to have an impact on our business environment going into 2021. As a result we assume Covid-19 to have a limited impact on our revenue and EBITDA in the first half of 2021. Due to the persisting economic uncertainty we refrain from giving an outlook for the full year 2021.

Long term market perspectives remain attractive as we continue to believe in the ongoing digital transformation in all the markets we operate in. We are well underway and fully committed to deliver on our mid-term objective of increasing annual revenue to between € 200 and € 230 million, with a targeted EBITDA margin between 13% and 15%.

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ICT Group N.V. is a leading European industrial technology solutions provider. Our dedicated technical professionals offer our clients services in the field of consultancy, software development, project-based solutions and IT system maintenance. It is our mission to make the world a little smarter every day.

Our specialist knowledge in a variety of industries enables us to realise innovative solutions by linking people, technologies and ideas. With around 1,500 dedicated technical specialists in the field, we are capable of building and integrating new and innovative technologies into relevant business solutions for our customers.

Our Industries solutions serve the automotive, manufacturing, high-tech, food, chemicals & pharma, oil & gas and logistics industries. Our Public & Infra solutions are focused on water, rail and road infrastructure as well as public transport and mobility. Across all industries ICT Group offers proprietary industry-specific software solutions, including its own cloud-based platform for IoT, digital transformation and artificial intelligence.

ICT Group N.V. is listed on Euronext Amsterdam and has a presence in the Netherlands, Belgium, Bulgaria, France, Germany and Sweden.

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Cautionary statement

This press release contains forward-looking statements. Forward-looking statements are always based on assumptions and estimates relating to uncertain events over which ICT Group N.V. has no control. They concern, for example, measures taken by the Dutch and other governments, currency movements, price fluctuations, changes in law and regulations, legal precedents and market developments. ICT Group N.V. would like to stress that the contents of this press release are based on the information that is currently available. The reality can always deviate from expectations for the future. ICT Group N.V. has no obligation to update the statements contained in this document, unless required by law.

In this press release, where information has been presented in thousands or millions of units, amounts may have been rounded. Accordingly, totals of columns or rows of numbers in tables or charts may not be equal to the apparent sum of the individual items. Actual numbers may differ from those contained herein due to such rounding.

2020 financial information

The 2020 financial information included in the Extracts from Consolidated Financial Statements attached to this press release is derived from the Annual Report 2020, that has been authorized for issue. The Annual Report has not yet been published by law and still has to be adopted by the Annual General Meeting on 12 May 2021. In accordance with section 393, title 9, book 2 of the Netherlands Civil Code, PricewaterhouseCoopers Accountants N.V. has issued an unqualified auditor's opinion on the Annual Report.

Annexes: Extracts from Consolidated Financial Statements 2020

- Consolidated statement of comprehensive income
- Consolidated balance sheet
- Consolidated statement of changes in equity
- Consolidated statement of cash flows
- Other financial information
- Segment information

Consolidated statement of comprehensive income

For the year ended 31 December

(x € 1,000)	2020	2019
Revenue	160,017	155,469
Cost of Materials and subcontractors	25,449	26,546
Employee benefit expenses	95,657	91,486
Depreciation and amortisation	12,508	11,582
Other operating expenses	19,719	20,911
Total operating expenses	153,333	150,525
Operating profit	6,684	4,944
Financial expenses	(868)	(1,124)
Financial income	70	104
One-off accounting gains	-	679
Result from associates	159	(901)
Result before taxes	6,045	3,702
Income tax expense	(1,690)	(1,031)
Net profit	4,355	2,671
Other comprehensive income (loss), net of tax	80	(4)
Total comprehensive income	4,435	2,667
Net profit attributable to:		
- Shareholders of ICT Group N.V.	4,151	2,618
- Non-controlling interests	204	53
Total comprehensive income attributable to:		
- Shareholders of ICT Group N.V. *)	4,231	2,614
- Non-controlling interests	204	53
Earnings per share:		
Basic earnings per share (in €)	0.43	0.27
Diluted earnings per share (in €)	0.43	0.27

*) The 2019 net profit includes € 679 thousand of one-off gains related to the dilution of the share in GreenFlux. The one-off gain related to the dilution of the share in GreenFlux is a non-cash item and is a non-distributable profit under Dutch Law.

There are no non-recyclable other comprehensive income items. The other comprehensive income items are fully related to currency translation adjustments.

Consolidated balance sheet

As at 31 December (before proposed profit appropriation)

(x € 1,000)	2020	2019
Assets		
NON-CURRENT ASSETS		
Property, plant & equipment	3,232	3,655
Right-of-use assets	15,309	13,134

Goodwill	38,139	37,457
Other intangible assets	18,705	21,251
Investment in associates	1,091	912
Deferred tax assets	628	373
Other financial assets	932	1,590
	<u>78,035</u>	<u>78,372</u>
CURRENT ASSETS		
Inventory	195	272
Trade and other receivables	39,041	39,082
Corporate income tax receivable	629	915
Cash and cash equivalents	13,121	5,769
	<u>52,986</u>	<u>46,038</u>
TOTAL ASSETS	<u><u>131,021</u></u>	<u><u>124,410</u></u>
Equity and liabilities		
SHAREHOLDERS' EQUITY		
Issued share capital	969	956
Share premium	15,178	14,194
Currency translation reserve	171	91
Legal reserve	8,905	7,371
Treasury shares	(13)	(13)
Retained earnings	29,590	28,767
Net profit *)	4,151	2,618
Attributable to shareholders of ICT Group N.V.	58,951	53,984
Non-controlling interest	719	559
	<u>59,670</u>	<u>54,543</u>
NON-CURRENT LIABILITIES		
Deferred tax liabilities	3,599	3,912
Share-based compensation and long-term employee benefits liabilities	359	482
Loans (long-term)	11,006	13,423
Deferred acquisition consideration (long-term)	3,890	3,600
Lease liabilities (long-term)	10,245	8,488
	<u>29,099</u>	<u>29,905</u>
CURRENT LIABILITIES		
Trade payables	4,795	5,837
Corporate income tax payable	173	86
Other taxes and social security premiums	9,279	8,996
Loans (short-term)	5,688	6,540
Deferred acquisition consideration (short-term)	354	747
Lease liabilities (short-term)	5,078	4,617
Other current liabilities	16,885	13,139
	<u>42,252</u>	<u>39,962</u>
TOTAL EQUITY AND LIABILITIES	<u><u>131,021</u></u>	<u><u>124,410</u></u>

*) The 2019 net profit includes € 679 thousand of one-off gains related to the dilution of the share in GreenFlux. These profits are non-cash items and are non-distributable profits under Dutch Law.

Consolidated statement of changes in equity

For the year ended 31 December

(x € 1,000)	Attributable to owners of the parent								Non-controlling interest	Total equity
	Issued share capital	Share premium	Currency translation reserve	Legal reserve**	Treasury shares	Retained earnings	Profit for the year	Total		
2019										
Balance at 31 December 2018	946	14,204	95	2,172	(290)	26,765	9,391	53,283	941	54,224
Adjustment on initial application IFRS 16 (net of tax)	-	-	-	-	-	-	-	-	-	-
Adjusted balance at 1 January 2019	946	14,204	95	2,172	(290)	26,765	9,391	53,283	941	54,224
Net profit	-	-	-	-	-	-	2,618	2,618	53	2,671
Other comprehensive income	-	-	(4)	-	-	-	-	(4)	-	(4)
Total comprehensive income	-	-	(4)	-	-	-	2,618	2,614	53	2,667
Dividends paid	-	-	-	-	-	(2,345)	-	(2,345)	(208)	(2,553)
Acquisition of subsidiaries	-	-	-	-	-	224	-	224	(227)	(3)
Purchase of own shares	-	-	-	-	(304)	-	-	(304)	-	(304)
Sale of treasury shares	-	-	-	-	512	-	-	512	-	512
Issuance of new shares	10	(10)	-	-	-	-	-	-	-	-
Transfers	-	-	-	5,199	69	(5,268)	-	-	-	-
Prior year result allocation	-	-	-	-	-	9,391	(9,391)	-	-	-
31 December 2019	956	14,194	91	7,371	(13)	28,767	2,618	53,984	559	54,543
2020										
Balance at 1 January 2020	956	14,194	91	7,371	(13)	28,767	2,618	53,984	559	54,543
Net profit	-	-	-	-	-	-	4,151	4,151	204	4,355
Other comprehensive income	-	-	80	-	-	-	-	80	-	80
Total comprehensive income	-	-	80	-	-	-	4,151	4,231	204	4,435
Dividends paid	-	-	-	-	-	-	-	-	-	-
Stock dividend charged	-	-	-	-	-	-	-	-	-	-
Acquisition of subsidiaries	-	-	-	-	-	(261)	-	(261)	(44)	(305)
Purchase of treasury shares	-	-	-	-	-	-	-	-	-	-
Sale of treasury shares	-	-	-	-	-	-	-	-	-	-
Issuance of new shares	13	984	-	-	-	-	-	997	-	997
Transfers	-	-	-	1,534	-	(1,534)	-	-	-	-
Prior year result allocation	-	-	-	-	-	2,618	(2,618)	-	-	-
Balance at 31 December 2020	969	15,178	171	8,905	(13)	29,590	4,151	58,951	719	59,670

Consolidated cash flow statement for 2020

According to the direct method (x € 1,000)	2020	2019
CASH FLOW FROM OPERATING ACTIVITIES		
Receipts from customers	192,244	187,353
Payments to suppliers and employees	<u>(169,864)</u>	<u>(168,100)</u>
	22,360	19,253
Interest paid	(612)	(654)
Income tax (paid) received	<u>(2,004)</u>	<u>(4,169)</u>
	<u>(2,616)</u>	<u>(4,823)</u>
Net cash flow from operating activities	19,744	14,430
CASH FLOW FROM INVESTMENT ACTIVITIES		
Additions to property, plant and equipment	(950)	(1,011)
Additions to software and product development	(2,724)	(2,320)
Acquisition of subsidiaries (net of cash acquired)	(727)	(10,235)
Payment of earn-out liabilities	(161)	(3,785)
Repayment / (additions) to other financial assets	73	(1,367)
Sale of subsidiaries	-	1,107
Net cash flow from investment activities	(4,489)	(17,611)
CASH FLOW FROM FINANCING ACTIVITIES		
Issuance of new treasury shares	997	-
Purchase of treasury shares	-	(304)
Re-issuance of treasury shares	-	512
Proceeds of borrowings external loans	-	15,000
Repayments of borrowings external loans	(3,268)	(4,947)
Payment of lease liabilities	(5,678)	(4,936)
Dividend paid to non-controlling interest	-	(208)
Dividend paid to shareholders of ICT Group N.V.	-	(2,345)
Net cash flow from financing activities	(7,949)	2,772
Net cash flow	<u>7,306</u>	<u>(409)</u>
Cash at bank and in hand (net) as at 1 January	5,769	6,719
Exchange rate differences cash at bank and in hand (net)	46	-
Cash at bank and in hand (net) at 31 December	<u>13,121</u>	<u>5,769</u>
(Decrease) increase cash and cash equivalents	<u>7,306</u>	<u>(409)</u>

Other financial information

(in millions in €)	2020	2019
Revenue	160.0	155.5
Added value (Revenue minus cost of materials and subcontractors)	134.6	128.9
EBITDA	19.2	16.5
Amortisation / depreciation	12.5	11.6
Operating profit	6.7	4.9
Result before taxes	6.1	3.7
Income tax expense	(1.7)	(1.0)
Net profit	4.4	2.7
Non-controlling interests	(0.2)	(0.1)
Net profit attributable to the shareholders of ICT Group N.V. ¹⁾	4.2	2.6
Net cash flow from operating activities	19.7	14.4
Personnel		
Headcount as at 31 December	1,492	1,468
FTE as at 31 December	1,438	1,416
Average number of FTEs	1,436	1,353
Consolidated balance sheet information		
Shareholders' equity	59.7	54.5
Total equity and liabilities	131.0	124.4
Ratios		
EBITDA / revenue	12.0%	10.6%
Net profit ¹⁾ / revenue	2.6%	1.7%
Net profit ¹⁾ / average shareholders' equity	7.4%	4.8%
Solvency (Shareholders' equity / total assets)	45.5%	43.8%
Information per share of a nominal value of 0.10 (in €)		
Net profit ²⁾	0.43	0.27
Shareholders' equity ³⁾	6.21	5.70
Dividend ^{3) 4)}	0.40	-

1) Represents the net profit (loss) attributable to the shareholders of ICT Group N.V.

2) Based on the average number of issued shares.

3) Based on number of issued shares at year end.

4) Shareholders will again be offered the option: cash or shares.

Segment information

2020

The composition of revenue, gross profit margin can be displayed as follows:

(X € 1,000)	Engineering R&D	Industrial Automation	Infra / Mobility	Healthcare Technology	Bulgaria	Sweden	Other	Eliminations	Consolidated
Revenue:									
Revenue from professional services	38,407	30,382	33,005	2,246	18,101	15,982	10,364	(8,793)	139,694
Revenue from solutions / products	1,959	3,691	5,336	5,626	332	562	3,194	(377)	20,323
Subtotal	40,366	34,073	38,341	7,872	18,433	16,544	13,558	(9,170)	160,017
Inter-segment	870	1,405	293	4	-	-	605	(3,177)	-
Total revenue	41,236	35,478	38,634	7,876	18,433	16,544	14,163	(12,347)	160,017
Operating expenses directly attributable to the operating segments	26,327	23,591	25,579	5,634	11,948	14,153	12,861	(12,347)	107,746
Segment Gross profit	14,909	11,887	13,055	2,242	6,485	2,391	1,302	-	52,271
Allocated operating expenses	7,158	6,456	7,313	2,705	2,174	1,870	5,403	-	33,079
Operating profit before amortisation and depreciation	7,751	5,431	5,742	(463)	4,311	521	(4,101)	-	19,192
Allocated amortisation and depreciation	914	1,531	3,544	1,251	616	607	4,045	-	12,508
Operating profit	6,837	3,900	2,198	(1,714)	3,695	(86)	(8,146)	-	6,684
Financial expenses									(868)
Financial income									57
One-off accounting gains (note 26)									-
Result from joint ventures									-
Result from associates									159
Result from other fixed assets									13
Profit before taxation									6,045
Taxes									(1,690)
Net profit									4,355
Segment Assets	22,139	19,514	30,010	5,470	10,519	8,834	72,741	(38,206)	131,021
Segment Liabilities	13,529	11,301	13,880	2,805	4,089	4,597	31,843	(10,693)	71,351
Other notes									
Operating profit before amortisation and depreciation/total revenues	18.8%	15.3%	14.9%	-5.9%	23.4%	3.1%	-37.3%		12.0%
Average number of employees (FTE)	314	252	257	58	297	74	184		1,436

2019

The composition of revenue, gross profit margin can be displayed as follows:

(X € 1,000)	Engineering R&D	Industrial Automation	Infra / Mobility	Healthcare Technology	Bulgaria	Sweden	Other	Eliminations	Consolidated
Revenue:									
Revenue from professional services	36,730	31,274	33,643	3,435	12,479	14,814	9,838	(6,134)	136,079
Revenue from solutions / products	2,302	3,527	5,584	5,209	1	558	2,503	(294)	19,390
Subtotal	39,032	34,801	39,227	8,644	12,480	15,372	12,341	(6,428)	155,469
Inter-segment	1,577	1,893	1,888	1,818	-	-	115	(7,291)	-
Total revenue	40,609	36,694	41,115	10,462	12,480	15,372	12,456	(13,719)	155,469
Operating expenses directly attributable to the operating segments	27,664	24,637	30,168	7,144	7,605	13,128	12,130	(13,719)	108,757
Segment Gross profit	12,945	12,057	10,947	3,318	4,875	2,244	326	-	46,712
Allocated operating expenses	6,274	6,153	7,072	2,654	2,150	1,652	4,231	-	30,186
Operating profit before amortisation and depreciation	6,671	5,904	3,875	664	2,725	592	(3,905)	-	16,526
Allocated amortisation and depreciation	1,946	2,212	2,973	1,377	912	1,170	992	-	11,582
Operating profit	4,725	3,692	902	(713)	1,813	(578)	(4,897)	-	4,944
Financial expenses									(1,124)
Financial income									104
One-off accounting gains									679
Result from joint ventures									-
Result from associates									(901)
Profit before taxation									3,702
Taxes									(1,031)
Net profit									2,671
Segment Assets	17,140	19,938	26,437	9,400	8,498	8,673	69,247	(34,923)	124,410
Segment Liabilities	10,270	9,963	14,846	5,403	3,106	4,456	33,775	(11,952)	69,867
Other notes									
Operating profit before amortisation and depreciation / total revenue	16.4%	16.1%	9.4%	6.3%	21.8%	-2.2%	-23.9%	-	10.6%
Average number of employees (FTE)	306	253	266	78	204	72	167	-	1,346

11.3 Press release four weeks post-announcement

JOINT PRESS RELEASE

*This is a joint press release by ICT Group N.V. ("**ICT Group**" or the "**Company**"), NPM Investments XI B.V. (the "**Offeror**") (a wholly-owned subsidiary of NPM Capital N.V. ("**NPM Capital**")) and Teslin Ipanema Acquisition B.V. ("**Teslin Acquisition**") (a wholly-owned subsidiary of Teslin Participaties Coöperatief U.A. ("**Teslin**"), and together with NPM Capital the "**Consortium**") pursuant to the provisions of Section 7, paragraph 1 sub a of the Dutch Decree on Public Takeover Bids (Besluit openbare biedingen Wft, the "**Decree**") in connection with the intended recommended public offer by the Offeror for all the issued and outstanding ordinary shares in the capital of ICT Group. This announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in ICT Group. 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.*

UPDATE ON INTENDED PUBLIC OFFER FOR ICT GROUP BY A CONSORTIUM LED BY NPM CAPITAL

Rotterdam/Amsterdam/Maarsbergen, the Netherlands, 1 April 2021

Reference is made to the joint press release issued by ICT Group and the Consortium led by NPM Capital on 5 March 2021 in respect of the intended public offer to be made by the Offeror for all the issued and outstanding ordinary shares in the capital of ICT Group (the "**Shares**") at an offer price of EUR 14.50 (cum dividend) (the "**Offer**"). As announced in its 5 March 2021 press release on the annual results, ICT Group proposes a EUR 0.40 dividend per Share for the 2020 financial year which will be brought to a vote at the annual general meeting of 12 May 2021, as convened on 31 March 2021 (see www.ict.eu). If the proposal is adopted at the annual general meeting, the offer price to be received by the shareholders of ICT Group (if and when the Offer is made and declared unconditional) will be adjusted to EUR 14.10 per Share.

Pursuant to the provisions of Section 7, paragraph 1 sub a of the Decree, which requires a public announcement, including a status update on an intended public offer within four weeks after the offer is announced, ICT Group and the Consortium hereby provide this joint update on the Offer.

The Consortium and ICT Group confirm that they are making good progress on the preparations for the Offer. A request for review and approval of the Offer Memorandum will be filed with the AFM today.

The Consortium and ICT Group further announce that they have obtained the unconditional approval of the Netherlands Authority for Consumers & Markets (*Autoriteit Consument & Markt*) in connection with the Offer. Consequently, the competition clearance required to close the Offer, if and when made, has been obtained. In addition, ICT Group's works council has been requested to render its advice on the intended decision of ICT Group's executive board and supervisory board to support the transaction and recommend the Offer.

Based on the required steps and subject to the necessary approvals, the Consortium and ICT Group anticipate that the Offer will close in Q3 2021.

For more information, please contact:

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About ICT Group

ICT Group is a leading European industrial technology solutions provider. Our dedicated technical professionals offer our clients services in the field of consultancy, software development, project-based solutions and IT system maintenance. It is our mission to make the world a little smarter every day. Our specialist knowledge in a variety of industries enables us to realise innovative solutions by linking people, technologies and ideas. With around 1,500 dedicated technical specialists in the field, we are capable of building and integrating new and innovative technologies into relevant business solutions for our customers.

Our Industries solutions serve the automotive, manufacturing, high-tech, food, chemicals & pharma, oil & gas and logistics industries. Our Public & Infra solutions are focused on water, rail and road infrastructure as well as public transport and mobility. Across all industries ICT Group offers proprietary industry-specific software solutions, including its own cloud-based platform for IoT, digital transformation and artificial intelligence. ICT Group is listed on Euronext Amsterdam and has a presence in the Netherlands, Belgium, Bulgaria, France, Germany and Sweden.

About NPM Capital

NPM Capital invests in mid-market companies in the Benelux and supports companies to enter the next growth phase in their development. NPM Capital, with SHV as its sole shareholder, has sufficient capital in order to apply a long investment horizon. Currently, NPM Capital has a portfolio of 26 participations (majority as well as minority holdings, including growth capital) and focuses on the following trends: Everything is Digital, Future of Energy, Feeding the World and Healthy Life. For more information, please visit: www.npm-capital.com

About Teslin

Teslin is an investment fund managed by Teslin Capital Management. Teslin invests in promising small- and midcaps. Based on fundamental analysis Teslin selects companies active in attractive markets with a strong market position, healthy cash flow and a proper corporate governance structure. Teslin focuses on responsible value creation in the long term and acts as an active and involved shareholder. Teslin has been a long-term significant, active and committed shareholder of ICT Group since 2002 and is delighted to support ICT Group in accelerating and realizing its potential in the coming years, growing into a leading Northern-European industrial technology solutions provider. For more information, please visit: www.teslin.nl

General restrictions

The information in this announcement is not intended to be complete. This announcement is for information purposes only and does not constitute an offer or an invitation to acquire or dispose of any securities or investment advice or an inducement to enter into investment activity. This announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or acquire the securities of ICT Group in any jurisdiction.

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, the Consortium, the Offeror and ICT Group 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 ICT Group, nor the Consortium, nor Offeror, nor any of their advisers assume any responsibility for any violation by any person of any of these restrictions. ICT Group shareholders in any doubt as to their position should consult an appropriate professional adviser without delay. This announcement is not to be published or distributed in or to Canada, Japan and the United States.

Forward-looking statements

This press release may include "forward-looking statements" such as statements relating to the impact of this transaction on the Offeror and ICT Group and language that indicates trends, such as "anticipated" and "expected". These forward-looking statements speak only as of the date of this release. Although ICT Group and the Offeror believe that the assumptions upon which their respective financial information and their respective forward-looking statements are based are reasonable, they can give no assurance that these assumptions will prove to be correct. Forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from historical experience or from future results expressed or implied by such forward looking statements. Potential risks and uncertainties include, but are not limited to, receipt of regulatory approvals without unexpected delays or conditions, the Offeror's ability to achieve the anticipated results from the acquisition of the Company, the effects of competition (in particular the response to the transaction in the marketplace), economic conditions in the global markets in which the Offeror and the Company operate, and other factors that can be found in the Offeror's and the Company's press releases and public filings. Neither ICT Group nor the Consortium nor the Offeror, nor any of their advisers accept any responsibility for any financial information contained in this press release relating to the business or operations or results or financial condition of the other or their respective groups. Each of the Company, the Consortium and the Offeror expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statements contained herein to reflect any change in the expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

Notes to the press release

This is a public announcement by ICT Group N.V. pursuant to section 17 paragraph 1 of the European Market Abuse Regulation (596/2014). This public announcement does not constitute an offer, or any solicitation of any offer, to buy or subscribe for any securities in ICT Group N.V.

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11.4 ICT Group Q1 2021 results ICT Group

28 April 2021

ICT reports revenue and EBITDA growth

Q1 2021 results ICT Group

Highlights Q1 2021

- Revenue in Q1 2021 up 5% to € 43.7 million (Q1 2020: € 41.6 million)
- Organically revenue was flat, mainly due to the tight labour market
- EBITDA increased 20% to € 5.4 million (Q1 2020: € 4.5 million) due to increased productivity levels and cost control measures
- On 1 April ICT announced the closing of two acquisitions in industrial automation
- The future business impact of the pandemic is difficult to predict, therefore we refrain from giving an outlook for the full year 2021.

Intended public offer

On 5 March 2021, a Consortium led by NPM Capital announced an intended public offer for ICT Group

The Offer Memorandum related to the intended public offer was filed with the AFM for review and approval on 1 April 2021

Unconditional approval of the Netherlands Authority for Consumers & Markets (Autoriteit Consument & Markt) in connection with the Offer is obtained

Key figures

Jos Blejje, CEO of ICT Group N.V.:

“In Q1 2021 we saw the trends continuing, including the ongoing strong performance of our nearshoring and project businesses, and at the same time the impact of Covid-19 still weighing on other activities. Moreover, Covid-19 is constraining our recruitment activities, which makes it harder to attract new talent. This in particular contributed to a flat organic revenue development. Thanks to the contribution of the acquisitions Yellowstar and Esprit, reported revenue growth came in at 5%.

The EBITDA development reflects the increased productivity levels, which we saw improving since last summer. In combination with our continued cost discipline, EBITDA improved compared to Q1 2020.

As expected, the uncertainties related to Covid-19 continue to limit our visibility. Furthermore, the tight labour market continues to pressure organic growth. We are however well positioned and well equipped, thanks to our enhanced business agility, to continue our strategic journey.”

Financial developments

In the first quarter of 2021 revenue increased by 5% to € 43.7 million from € 41.6 million in the same period last year. This increase is mainly attributable to the acquisitions of Esprit (consolidated as of July 2020) and Yellowstar (consolidated as of January 2021). Organically, revenue was at the same level as Q1 last year.

EBITDA increased 20% to € 5.4 million in the first quarter of 2021 compared to € 4.5 million in the same period in 2020. This increase is attributable to increased productivity levels as well as cost control measures.

The EBITDA margin came in at 12.4%, an improvement compared to Q1 2020 (10.9%).

At ICT Netherlands we saw an improvement in productivity levels, mainly in the Engineering R&D segment where the Automotive activities improved versus the first quarter last year.

COVID-19 impacted the public transport activities, including TURNN and also Improve continued to be affected as the market for trainings is still at low levels. OrangeNXT faced lower project activity levels.

The nearshoring activities in Bulgaria continued their strong performance, both in revenue and result. The productivity levels of the Swedish activities are improving versus the first quarter 2020. Also in Sweden, the tight labour market is limiting growth.

Acquisitions

On 1 April 2021, ICT announced the closing of the acquisition of Profit Consulting Eindhoven B.V. and Profit Consulting Apeldoorn B.V. as well as the acquisition of Strypes Nederland B.V. The latter includes a subsidiary in Portugal, Strypes Technical Software Unipessoal LDA Portugal, which provides ICT with a new nearshoring location.

Outlook

The labour market remains challenging and we foresee recruitment activities still being hampered by COVID-19, therefore we expect organic growth to continue to be pressured. Because of this, combined with the difficulty to predict the future business impact of the pandemic, we refrain from giving an outlook for the full year 2021.

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 ICT Group 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 een alternatief voor het bestuderen van het volledige Biedingsbericht. Aandeelhouders wordt geadviseerd het volledige Biedingsbericht (inclusief alle documenten die daarin door middel van verwijzing (*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 worden Aandeelhouders geadviseerd een onafhankelijke professionele adviseur te raadplegen met betrekking tot de fiscale gevolgen van het aanmelden van Aandelen onder het Bod.

Waar 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 direct noch indirect gedaan 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 desbetreffende jurisdictie opleveren. De Bieder, ICT Group, hun respectievelijke adviseurs en het Afwikkelingskantoor aanvaarden geen enkele aansprakelijkheid ter zake van overtredingen van voornoemde restricties. Aandeelhouders dienen zo nodig onafhankelijk advies in te winnen omtrent hun positie dienaangaande.

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

De informatie en verklaringen opgenomen op de voorpagina en pagina's 1, 2 en 3 en in hoofdstukken 1 (Table of contents) tot en met 6 (Explanation and Background of the Offer) (met uitzondering van hoofdstuk 6.7 (Decision-making and Recommendation by the ICT Group Boards), 6.10 (Shareholdings of the members of the ICT Group Boards), 6.11 (Respective cross-shareholdings), 6.18 (Compensation to the members of the Supervisory Board in connection with

resignation) en 6.28 (Extraordinary general meeting)), hoofdstuk 8 (Information regarding the Offeror) (met uitzondering van hoofdstuk 8.3 (Information on Teslin and Teslin Acquisition)), 9 (Further information required by the Decree), 11 (Press releases), 12 (Dutch language summary) en 14 (Articles of Association) zijn uitsluitend door de Bieder verstrekt.

De informatie en verklaringen opgenomen in hoofdstukken 6.7 (Decision-making and Recommendation by the ICT Group Boards), 6.10 (Shareholdings of the members of the ICT Group Boards), 6.18 (Compensation to the members of the Supervisory Board in connection with resignation), 6.28 (Extraordinary general meeting), 7 (Information regarding ICT Group), 13 (Financial information ICT Group) en 15.2 (Advisers to ICT Group) zijn uitsluitend door ICT Group verstrekt.

De informatie en verklaringen opgenomen in hoofdstuk 8.3 (Information on Teslin and Teslin Acquisition) is uitsluitend door Teslin verstrekt.

De informatie opgenomen in hoofdstuk 10 (Tax aspects of the Offer and Merger and Liquidation) zijn door ICT Group en de Bieder gezamenlijk verstrekt. De informatie opgenomen in hoofdstuk 15.1 (Advisers to the Offeror) zijn door Teslin en de Bieder gezamenlijk verstrekt. De informatie opgenomen in hoofdstuk 6.11 (Respective cross-shareholdings) zijn door de Bieder, ICT Group, en Teslin gezamenlijk verstrekt.

De Bieder en ICT Group zijn uitsluitend verantwoordelijk voor de juistheid en volledigheid van de informatie die in dit Biedingsbericht is verstrekt, ieder afzonderlijk voor de informatie die door henzelf is verstrekt, en gezamenlijk voor de informatie die door hen gezamenlijk is verstrekt.

De Bieder en ICT Group verklaren ieder afzonderlijk ten aanzien van de informatie die door henzelf in dit Biedingsbericht 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 hoofdstuk 13 (Financial information ICT Group) is door ICT Group ontleend aan de geconsolideerde jaarrekening over de boekjaren 2020, 2019 en 2018 respectievelijk, zoals gepubliceerd in het jaarverslag van ICT Group over de boekjaren 2020, 2019 en 2018 en zoals verder uiteengezet in hoofdstuk 13 (Financial information ICT Group). De accountantsverklaring opgenomen in hoofdstuk 13.6 (Independent auditor's report of PwC on the selected consolidated financial information of ICT Group for the financial years 2018, 2019 and 2020) is door ICT Group verkregen van PwC, de onafhankelijke accountant van ICT Group.

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 ICT Group om een openbare mededeling te doen ingevolge de Europese Verordening Marktmisbruik (596/2014) 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 ICT Group zijn bevoegd mededelingen te doen over het Bod of de in dit Biedingsbericht opgenomen informatie namens de Bieder respectievelijk ICT Group, zonder afbreuk

te doen aan de accountantsverklaring van PwC die is opgenomen in dit Biedingsbericht en de *fairness opinions* die zijn verstrekt aan ICT Group door AXECO en ING respectievelijk, zoals opgenomen in de Standpuntbepaling.

12.2 Nederlandse definities

Aanbeveling	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.10 (Besluitvorming en aanbeveling van de Raad van Bestuur en de Raad van Commissarissen);
Aandelen	betekent een gewoon aandeel in het aandelenkapitaal van ICT Group met een nominale waarde van EUR 0.10;
Aandeelhouders	betekent een houder van één of meer Aandelen;
Aandeelhoudersovereenkomst	betekent de aandeelhoudersovereenkomst tussen NPM Capital, Teslin en Teslin Acquisition;
Aangeboden, Eigen en Toegezegde Aandelen	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.7(a)(i) (Voorwaarden);
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;
Aanmeldingsperiode	betekent de periode gedurende welke de Aandeelhouders hun Aandelen kunnen aanmelden bij de Bieder, vanaf 09:00 uur CEST op 31 mei 2021 tot 17:40 uur CEST op de Laatste Dag van Aanmelding;
Acceptatievoorwaarde	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.7(a)(i) (Voorwaarden);
AFM	betekent de Stichting Autoriteit Financiële Markten;
Afwikkelingskantoor	betekent Coöperatieve Rabobank U.A.;
AXECO	betekent AXECO Corporate Finance B.V.;
BAVA	betekent de buitengewone vergadering van Aandeelhouders die ten minste zes werkdagen voor initiële Laatste Dag van Aanmelding, zijnde 23 juli 2021, zal worden gehouden;
Besluiten	betekent (i) het Governance Besluit, (ii) de Fusiebesluiten (iii), het besluit tot goedkeuring van de afreding van de

	betreffende leden van de Raad van Commissarissen en tot verlening van decharge aan hen, en (iv) het besluit tot goedkeuring van de twee statutenwijzigingen van ICT Group, geldend na Overdracht en na beëindiging van de beursnotering van ICT Group, in overeenstemming met de concept statutenwijzigingen in hoofdstuk 14 (Articles of Association);
Bestuur	de raad van bestuur van ICT Group;
Bieder	betekent NPM Investments XI B.V., een besloten vennootschap met beperkte aansprakelijkheid opgericht naar Nederlands recht, met statutaire zetel te Amsterdam, Nederland, en kantoorhoudende te Breitnerstraat 1, 1077 BL Amsterdam, Nederland, en geregistreerd bij de Kamer van Koophandel onder nummer 65470508;
Biedingsbericht	betekent dit biedingsbericht;
Biedprijs	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.4 (Het Bod);
Bob	betekent het Besluit openbare biedingen behorend bij de Wet op het financieel toezicht;
Bod	betekent het bod zoals in dit Biedingsbericht beschreven;
BW	betekent Burgerlijk Wetboek;
CEST	betekent Central European Summer Time;
Company Holdco	betekent ICT Ipanema Holding B.V., een besloten vennootschap met beperkte aansprakelijkheid opgericht naar Nederlands recht, met statutaire zetel te Rotterdam, Nederland, en kantoorhoudende te Weena 788, 3014 DA Rotterdam, Nederland, en geregistreerd bij de Kamer van Koophandel onder nummer 82841756;
Company Sub	betekent ICT Ipanema B.V., een besloten vennootschap met beperkte aansprakelijkheid opgericht naar Nederlands recht, met statutaire zetel te Rotterdam, Nederland, en kantoorhoudende te Weena 788, 3014 DA Rotterdam, Nederland, en geregistreerd bij de Kamer van Koophandel onder nummer 82856311;
Concurrerend Bod	betekent een potentieel concurrerend bod dat voldoet aan de volgende cumulatieve vereisten: (a) het concurrerende bod is een geloofwaardig, schriftelijk en ongevraagd voorstel van een <i>bona fide</i> derde om een (openbaar) bod uit te brengen op alle

Aandelen of op nagenoeg alle activiteiten van ICT Group, of een fusie van ICT Group met een andere partij, of een ander voorstel van een *bona fide* derde dat een wijziging van de zeggenschap over ICT Group of betrekking heeft op nagenoeg alle activiteiten van ICT Group, en dat naar het redelijke oordeel van het Bestuur en de Raad van Commissarissen, na advies van de financiële en juridische adviseurs van ICT Group en in overweging nemende en rekening houdende met de identiteit en de staat van dienst van de Bieder en die van de derde partij, de zekerheid van uitvoering van de transactie (met inbegrip van zekerheid met betrekking tot financiering daarvan en naleving van alle mededingingsrechtelijke en andere regelgevende wetten), de voorwaardelijkheid, de hoogte en de aard van de geboden prijs, de toekomstplannen van de derde partij met betrekking tot ICT Group en haar strategie, het management, de werknemers en andere *stakeholders* van ICT Group en de overige belangen van alle stakeholders van ICT Group, een gunstiger bod is dan het Bod voor ICT Group, het bestendige succes van haar onderneming en haar stakeholders;

(b) de geboden prijs per Aandeel overschrijdt de oorspronkelijke Biedprijs, zoals opgenomen in de Initiële Aankondiging, met 10% of meer en het concurrerende bod betreft een bod op alle of nagenoeg alle activa van de Groep, berekend op basis van de netto-opbrengsten die aan de aandeelhouders van ICT Group moeten worden uitgekeerd als gevolg van een dergelijke transactie (te waarderen per de eerste handelsdag op Euronext Amsterdam na de ondertekening van de Fusieovereenkomst) per Aandeel; en

(c) het concurrerende bod is bindend voor de derde partij in die zin dat die derde partij (i) zich jegens ICT Group onder voorwaarden heeft verbonden om binnen tien (10) weken na de openbare aankondiging van dat concurrerende bod door de derde partij een transactie te lanceren die in overeenstemming is met dat concurrerende bod, of (ii) openbaar heeft aangekondigd voornemens te zijn om een transactie te lanceren die in overeenstemming is met dat concurrerende bod, welke aankondiging de voorgestelde prijs per Aandeel en de relevante opschortende voorwaarden met betrekking tot dat concurrerende bod en de aanvang daarvan bevat;

Cumulatieve Preferente Aandelen

betekent de cumulatieve preferente aandelen in het aandelenkapitaal van ICT Group met een nominale waarde van EUR 0.10 (tien eurocent) elk;

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;

Euronext Amsterdam

betekent de beurs van Euronext Amsterdam, een gereguleerde markt beheerd door Euronext Amsterdam N.V.;

Fusie

heeft de betekenis die daaraan is gegeven in hoofdstuk 12.12(a) (Fusie en Liquidatie);

Fusiebesluiten

betekent de besluiten van de algemene vergadering van ICT Group om (i) de Fusie tot stand te brengen en, voor zover vereist, (ii) de Verkoop van Aandelen en (iii) de Liquidatie goed te keuren;

Fusieovereenkomst

betekent de fusieovereenkomst overeengekomen tussen de Bieder en ICT Group op 5 maart 2021;

Gelieerde Ondernemingen

betekent iedere rechtspersoon, met betrekking tot een partij, die wordt gecontroleerd door die partij, zeggenschap heeft over die partij, wordt gecontroleerd door een rechtspersoon die ook zeggenschap heeft over die partij of anderszins kwalificeert als een "dochtermaatschappij" of deel uitmaakt van een "groep" als bedoeld in de artikelen 2:24a en 2:24b BW. "Zeggenschap" in de zin van deze definitie betekent het bezit, direct of indirect, alleen of gezamenlijk (hetzij door eigendom van effecten of partnerschaps- of andere eigendomsbelangen, bij overeenkomst, of anderszins) van (a) meer dan 50% van de stemrechten in algemene vergaderingen van die rechtspersoon of (b) de bevoegdheid om de meerderheid van de bestuurders of commissarissen van die rechtspersoon te benoemen en te ontslaan of anderszins het bestuur en het beleid van die rechtspersoon te sturen. ICT Group zal op geen enkel moment beschouwd worden als een Gelieerde Onderneming van de Bieder (of vice versa). Behoudens ten behoeve van de niet-financiële convenanten zoals uiteengezet in hoofdstuk 6.20 (Non-Financial Covenants), worden de Gelieerde Ondernemingen van de Bieder geacht elk van de portefeuillemaatschappijen van NPM Capital van tijd tot tijd uit te sluiten, alsmede SHV Holdings N.V. en elke persoon die onder zeggenschap van haar staat, zeggenschap over haar heeft, onder zeggenschap staat van een persoon die ook zeggenschap over haar heeft of anderszins kwalificeert als een "dochtermaatschappij" of onderdeel van een "groep" als bedoeld in de artikelen 2:24a en 2:24b BW van tijd tot tijd;

Governance Besluit	Betekent het besluit van de algemene vergadering van ICT Group om dhr. B.P. Coopmans, dhr. M.A. Koster en dhr. J.J. Bongers te benoemen tot lid van de Raad van Commissarissen;
Groep	betekent ICT Group en haar Gelieerde Ondernemingen;
ICT Group	betekent ICT Group N.V., een besloten vennootschap met beperkte aansprakelijkheid opgericht naar Nederlands recht, met statutaire zetel te Rotterdam, Nederland, en kantoorhoudende te Weena 788, 3014 DA Rotterdam, Nederland, en geregistreerd bij de Kamer van Koophandel onder nummer 24186237;
ING	betekent ING Bank N.V. handelend met haar corporate finance afdeling;
Initiële Aankondiging	betekent de gezamenlijke openbare mededeling van de Bieder en ICT Group over de voorwaardelijke overeenstemming over het Bod van 5 maart 2021;
Laatste Dag van Aanmelding	betekent de dag waarop de Aanmeldingsperiode afloopt, zijnde 23 juli 2021, tenzij de Aanmeldingsperiode is verlengd in overeenstemming met artikel 15 van het Bob, in welk geval de Laatste Dag van Aanmelding zal zijn de dag waarop de verlengde Aanmeldingsperiode afloopt;
Liquidatie	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.12(c) (Fusie en Liquidatie);
Materieel Nadelig Effect	betekent elke verandering, gebeurtenis, omstandigheid of effect (elk van deze items een Effect) afzonderlijk of wanneer deze tezamen met alle andere Effecten wordt genomen, die wezenlijk nadelig is of redelijkerwijs waarschijnlijk wezenlijk nadelig zal zijn voor de activiteiten, de activa, de passiva, de financiële situatie of de kapitalisatie van ICT Group en haar Gelieerde Ondernemingen, als geheel, zodanig dat van de Bieder redelijkerwijs niet kan worden verwacht dat hij het Bod lanceert of het Bod gestand doet, al naar gelang het geval, met dien verstande evenwel dat voor de vaststelling of er sprake is of zal zijn van een Materieel Nadelig Effect, de volgende Effecten buiten beschouwing worden gelaten: <ul style="list-style-type: none"> (a) veranderingen of omstandigheden, na de datum van de Fusieovereenkomst, die in het algemeen een invloed hebben op de sectoren waarin ICT Group en haar Gelieerde Ondernemingen actief zijn;

- (b) na de datum van de Fusieovereenkomst, natuurrampen, pandemieën (met inbegrip van maar niet beperkt tot COVID-19), het uitbreken of escaleren van oorlog/ vijandelijkheden, sabotage, militaire actie, daad van God, gewapende vijandelijkheden, daden van terrorisme, of enige escalatie of verergering hiervan;
- (c) veranderingen na de datum van de Fusieovereenkomst in de economische, politieke of marktomstandigheden (met inbegrip van de volatiliteit van de rentevoeten), met inbegrip van een ongunstige ontwikkeling met betrekking tot de Europese Unie, haar lidstaten (met inbegrip van lidstaten die een dergelijke unie verlaten) en de eurozone (met inbegrip van een of meer lidstaten die een dergelijke zone verlaten of ertoe gedwongen worden een dergelijke zone te verlaten);
- (d) wijzigingen na de datum van de Fusieovereenkomst in wet- of regelgeving of algemeen aanvaarde boekhoudkundige beginselen, of de interpretatie of handhaving daarvan;
- (e) het op zich niet voldoen door ICT Group of de Groep aan interne of gepubliceerde projecties, prognoses of inkomsten- of winstvoorspellingen (met dien verstande echter dat in het geval van deze paragraaf de onderliggende oorzaak voor een dergelijke mislukking in aanmerking kan worden genomen om te bepalen of er sprake kan zijn van een Materieel Nadelig Effect);
- (f) de kredietwaardigheid, financiële draagkracht of andere ratings (op voorwaarde evenwel dat, in het geval van deze paragraaf, de onderliggende oorzaak voor een dergelijke verandering, gebeurtenis, omstandigheid of effect met betrekking tot kredietwaardigheid, financiële draagkracht of andere ratings in overweging kan worden genomen bij het bepalen of er sprake kan zijn van een Materieel Nadelig Effect) van de ICT Group of de Groep;
- (g) elk Effect dat voortvloeit uit enige handeling of nalatigheid van de Bieder, hetzij vóór of na de datum van uitvoering van de Fusieovereenkomst, met inbegrip van enige handeling die door ICT Group of enig lid van de Groep is verricht met de

schriftelijke toestemming van de Bieder of op aanwijzing van de Bieder (of die niet is verricht wanneer een dergelijke toestemming is onthouden) of de naleving door ICT Group van de voorwaarden van, of het verrichten van enige handeling die door, de Fusieovereenkomst wordt vereist;

- (h) enig Effect voortvloeiend uit (i) het aangaan, de uitvoering, de nakoming (met inbegrip van het ondernemen van enige actie die hierbij wordt vereist of het nalaten van enige actie die hierbij wordt verboden) van de Fusieovereenkomst, (ii) de aankondiging van de Fusieovereenkomst, het Bod en de Transactie, of (iii) het doen of uitvoeren van het Bod;
- (i) een schending van de Fusieovereenkomst of het toepasselijke recht door de Bieder;
- (j) enige rechtszaak die door aandeelhouders is aangespannen met betrekking tot het Bod of de Fusie en Liquidatie; of
- (k) enig Effect (met inbegrip van maar niet beperkt tot rechtszaken) dat bekend is of redelijkerwijs bekend had moeten zijn bij de Bieder op de datum van uitvoering van de Fusieovereenkomst, met inbegrip van, maar niet beperkt tot, door middel van eerlijke openbaarmaking van informatie via het boekenonderzoek dat door de Bieder is uitgevoerd,

en op voorwaarde evenwel dat de impact van enig nadelig Effect beschreven in subparagrafen (a), (b) (met uitsluiting van "pandemie (met inbegrip van maar niet beperkt tot COVID-19)", (c) en (d) hierboven en zal worden meegeteld om te bepalen of zich een Materieel Nadelig Effect heeft voorgedaan of redelijkerwijs verwacht zou worden zich voor te doen indien een dergelijk Effect een materieel onevenredig nadelig effect heeft of redelijkerwijs verwacht zou worden te hebben op ICT Group en haar Gelieerde Ondernemingen, in hun geheel genomen, in vergelijking met gelijksoortig gesitueerde ondernemingen in de sectoren waarin ICT Group en haar Gelieerde Ondernemingen actief zijn.

Na-aanmeldingsperiode

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

Nadelige Verandering van de

betekent dat het Bestuur en de Raad van Commissarissen

Aanbeveling	of één van haar leden de Aanbeveling (i) intrekt, wijzigt, aanpast of kwalificeert op een wijze die nadelig is voor de Bieder of het Bod, of (ii) verklaringen aflegt die tegenstrijdig zijn aan de Aanbeveling met betrekking tot het Bod en de Transactie op een wijze die nadelig is voor de Bieder;
NPM Capital	betekent NPM Capital N.V., een naamloze vennootschap met beperkte aansprakelijkheid opgericht naar Nederlands recht, met statutaire zetel te Amsterdam, Nederland, en kantoorhoudende te Breitnerstraat 1, 1077 BL Amsterdam, Nederland, en geregistreerd bij de Kamer van Koophandel onder nummer 33071274;
Optieovereenkomst	betekent de cumulatieve preferente aandelen calloptie-overeenkomst tussen de Stichting Continuïteit ICT en ICT Group gedateerd 16 juni 1997;
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 de Overdracht	betekent elke herstructurering zoals uiteengezet in hoofdstuk 12.11 (De gevolgen van het Bod voor Aandeelhouders die hun Aandelen niet aanbieden);
Peildatum	betekent 4 maart 2021;
PwC	PricewaterhouseCoopers Accountants N.V.;
Raad van Commissarissen	betekent de raad van commissarissen van ICT Group;
Speciale Commissie	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.10 (Besluitvorming en aanbeveling van de Raad van Bestuur en de Raad van Commissarissen);
Standpuntbepaling	betekent de standpuntbepaling van ICT Group;
Teslin	betekent Teslin Participaties Coöperatief U.A., een coöperatief opgericht naar Nederlands recht met statutaire zetel te gemeente Utrechtse Heuvelrug, Nederland, en kantoorhoudende te Woudenbergseweg 11, 3953 ME Maarsbergen, Nederland, en geregistreerd bij de Kamer van Koophandel onder nummer 68975171;
Toepasselijke Regelgeving	betekent alle toepasselijke wet- en regelgeving, waaronder, zonder daartoe beperkt te zijn, de toepasselijke bepalingen

van de Wft, de Europese Verordening Marktmisbruik (596/2014), het Bob, de krachtens de Wft en het Bob uitgevaardigde regels en voorschriften, de beleidslijnen en instructies van de AFM, de Wet op de ondernemingsraden, de SER Fusiegedragsregels 2015, de regels en voorschriften van Euronext Amsterdam, het BW, de relevante effecten- en werknemersraadplegingsregels en reguleringen in andere toepasselijke jurisdicties en eventuele relevante antitrustwetgeving;

Uiterlijke Datum	betekent 31 december 2021;
Uitgestelde Laatste Dag van Aanmelding	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.8(d) (Verlenging);
Uitkering	betekent elke uitkering op de Aandelen;
Uitkoopprocedure	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.11 (De gevolgen van het Bod voor Aandeelhouders die hun Aandelen niet aanbieden);
Verkoop van Aandelen	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.12(b) (Fusie en Liquidatie);
Voorwaarden	heeft de betekenis die daaraan is gegeven in hoofdstuk 12.7(a) (Voorwaarden);
Volledig Verwaterde Basis	betekent rekening houdend met nieuwe aandelen in ICT Group's aandelenkapitaal die zijn uitgegeven aan Stichting Administratiekantoor Participatieplan ICT in het kader van de huidige participatieplannen van ICT Group voorafgaand aan de Laatste Dag van Aanmelding of de Uitgestelde Laatste Dag van Aanmelding;
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 elk Aandeel dat niet geldig is herroepen en dat wordt geleverd onder het Bod een vergoeding in contanten ter hoogte van EUR 14.50 (veertien euro en vijftig eurocent) cum dividend, zonder betaling van rente en onder aftrek van enige toepasselijke belasting onder Toepasselijke Regelgeving (indien van toepassing).

Vanwege het feit dat op de jaarlijkse algemene vergadering van aandeelhouders, die is gehouden op 12 mei 2021, een dividenduitkering van EUR 0.40 (veertig eurocent) is vastgesteld, dat door ICT Group verschuldigd is vanaf 3 juni 2021, is de vergoeding per Aandeel zoals verschuldigd door De Bieder onder het Bod dienovereenkomstig aangepast naar EUR 14.10 (veertien euro en tien eurocent) cum dividend, zonder betaling van rente en onder aftrek van enige toepasselijke belasting onder Toepasselijke Regelgeving (indien van toepassing) (de **Biedprijs**).

De Biedprijs is 'cum dividend'. Dit betekent dat indien er op of na 5 maart 2021 een verdere Uitkering wordt vastgesteld door ICT Group, waarbij de registratiedatum die bepalend is voor de gerechtigdheid tot een dergelijke Uitkering op of vóór de Dag van Overdracht ligt, de Biedprijs zal worden verminderd met het volledige bedrag van een dergelijke Uitkering gedaan door ICT Group per Aandeel (vóór toepassing van enige relevante heffingen). Elke aanpassing van de Biedprijs zal door middel van een persbericht in overeenstemming met hoofdstuk 12.15 (Aankondigingen) kenbaar worden gemaakt.

Bij het vaststellen van de Biedprijs, heeft de Bieder zorgvuldig de historie en vooruitzichten van ICT Group in overweging genomen, net als een analyses van de historische financiële informatie evenals eventuele toekomstige ontwikkelingen met betrekking tot winstgevendheid, kasstromen en de balans van ICT Group, afgeleid van (a) de jaarrekening van ICT Group, analistenpresentaties en persberichten en (b) beschikbare informatie in de virtuele dataroom, informatie verkregen van management en expertsessies.

Het Bod van een totale vergoeding van EUR 14.50 (cum dividend) per Aandeel zoals afgesproken tussen ICT Group en de Biedervertegenwoordigt:

- (a) een premie van 31.8% ten opzichte van de slotkoers per Aandeel op Euronext Amsterdam op de Peildatum;
- (b) een premie van 52.8% gebaseerd op de volume-gewogen gemiddelde prijs per Aandeel op Euronext Amsterdam gedurende een periode van zes (6) maanden eindigend op de Peildatum; en
- (c) een premie van 70.9% gebaseerd op 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 genormaliseerde aandelenprijs (de slotkoers één 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 28% bij openbare biedingen van financiële investeerders op Nederlandse beursgenoteerde vennootschappen aan de 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 28% omvatten: Mediq, DE Master Blenders, UNIT4, HES Beheer, Exact, Crown van Gelder, Nutreco, Ten Cate, Royal Reesink, Refresco, Wessanen, VolkerWessels, NIBC and DPA.

12.5 Rationale van het Bod

In de afgelopen jaren heeft ICT Group zich ontwikkeld van een detacheringdienstverlener tot een leverancier van industriële technologie oplossingen met een veerkrachtig *business model* en opererend in een grote en groeiende IT dienstverleningsmarkt. Dit heeft geresulteerd in een gezonde mix van activiteiten, waarbij ICT Group haar focus verder heeft vergroot op diensten met een hoge toegevoegde waarde, waaronder haar eigen branche-specifieke software proposities. Versnelling van deze groeistrategie, waarbij acquisities een belangrijke rol zullen spelen, zal de sterke positie van ICT Group verder versterken en ICT Group's mogelijkheden om de diensten die zij aan haar klanten biedt verder uit te breiden.

De Bieder is geïnteresseerd om ICT Group te ondersteunen bij het mogelijk maken van de versnelling van haar ambities op het gebied van groei en geografische expansie, waardoor zij in staat is om in haar bestaande business segmenten te investeren, en, als onderdeel van een effectieve *buy-and-build* strategie, haar business segmenten verder te versterken door middel van acquisities. De Bieder is geïnteresseerd om ICT Group te ondersteunen in de ambities door middel van meer omvangrijke acquisities. Met de nieuwe eigenaar zal ICT Group ook sneller kunnen handelen bij *add-on* acquisities. Hierdoor zal ICT Group meer concurrerend kunnen zijn in elk M&A proces voor *add-ons* met een hoog waardepotentieel.

De Bieder zal ICT Group ondersteunen in haar volgende ontwikkelingsfase, waarbij zij een toonaangevende Noord-Europese leverancier van industriële technologieoplossingen zal worden. Hoewel acquisities in dit proces een centrale rol zullen spelen, zal ook autonome groei onder de nieuwe eigenaar hoog op de strategische agenda staan.

Het Bod past binnen de strategie van NPM Capital en Teslin om te investeren in middelgrote ondernemingen met sterke marktposities en groeipotentieel. De Bieder deelt de visie van ICT Group dat werknemers daarbij het belangrijkste zijn, ondersteund door een sterke cultuur van excellentie en gedreven door de passie voor technologie.

Het Bod zal een aantal additionele voordelen hebben voor ICT Group en haar Aandeelhouders, werknemers, klanten en andere belanghebbenden:

- (a) NPM Capital en Teslin zullen uitgebreide ervaring en een sterk *track record* inbrengen in het ondersteunen van managementteams bij de uitvoering van hun bedrijfsstrategie;
- (b) NPM Capital en Teslin hebben een goed begrip van de markten waarop ICT Group actief is, en NPM Capital's *track record* in technologie investeringen en haar expertise in het doen van (internationale) overnames zullen de onderneming ondersteunen in de toekomst;
- (c) de Bieder zal ervoor zorgen dat ICT Group zorgvuldig gekapitaliseerd en gefinancierd blijft en zal tegelijkertijd voldoende kapitaal verstrekken om de groeiplannen van ICT Group te financieren;
- (d) het Bod, dat volledig in contanten is, biedt huidige Aandeelhouders de mogelijkheid om onmiddellijk waarde te realiseren voor hun aandelen in ICT Group, waardoor een

aanzienlijk koersrisico met betrekking tot de uitvoering van de strategie van ICT Group wordt geëlimineerd; en

- (e) de Biedprijs vertegenwoordigt een aantrekkelijke premie van 31.8% ten opzichte van de slotkoers per Aandeel op Euronext Amsterdam op de Peildatum, 52.8% ten opzichte van de volume-gewogen gemiddelde prijs per Aandeel op Euronext Amsterdam gedurende de zes (6) maanden voorafgaand aan en met inbegrip van de Peildatum en 70.9% ten opzichte van de volume-gewogen gemiddelde prijs per Aandeel op Euronext Amsterdam gedurende de twaalf (12) maanden voorafgaand aan en met inbegrip van de Peildatum.

Op de datum van dit Biedingsbericht heeft de Bieder geen intenties met betrekking tot de vestigingsplaats van ICT Group, zoals verder beschreven in hoofdstuk 6.20(c)(v).

12.6 Financiering van het Bod

Onder verwijzing naar artikel 7 lid 4 van de Bob, heeft de Bieder op 5 maart 2021 aangekondigd dat hij over voldoende middelen beschikt om het Bod te voltooien.

Op de datum van de Initiële Bekendmaking werd 100% van de Aandelen door het Bod op ongeveer EUR 140.6 miljoen gewaardeerd. De Bieder zal het Bod en, indien van toepassing, de Verkoop van Aandelen, financieren door een combinatie van eigen vermogen dat namens de Bieder beschikbaar wordt gesteld en nog aan te trekken schuldfinanciering door derden.

De Bieder heeft een bindende *equity commitment letter* ontvangen van NPM Capital voor een bedrag van EUR 165 miljoen ter betaling van de Biedprijs, ter betaling of herfinanciering van alle schulden van de Groep die moeten worden terugbetaald of geherfinancierd op het moment van de Overdracht en ter betaling van alle door de Bieder gemaakte kosten en honoraria in verband met de transactie. De Bieder heeft ook de toezegging van Teslin gekregen om een dusdanig aantal Aandelen te herinvesteren als nodig is om een belang van 17% van het totale aantal gewone aandelen en 17,8% van het totale aantal preferente aandelen in het kapitaal van de Bieder op een volledig verwaterde basis te vertegenwoordigen.

De Bieder is voornemens om schuldfinanciering aan te trekken voor een bedrag van EUR 50 - 60 miljoen om bestaande bankfaciliteiten en een deel van het eigen vermogen van de Bieder te vervangen en om voor de Overdracht bindende leningsdocumentatie aan te gaan. De financiering van de Transactie is volledig gecommiteerd op een "*certain funds*" basis.

Met de reeds gecommiteerde *equity* financiering en toekomstige schuldfinanciering door derden zal de Bieder in staat zijn de aankoop van Aandelen onder het Bod te financieren, de vergoeding voor aandelen van Company Holdco onder de Verkoop van Aandelen (indien van toepassing), de betaling of herfinanciering van de bestaande schuld van ICT Group en de betaling van vergoedingen en kosten in verband met het Bod.

12.7 Voorwaarden, afstand en vervulling

- (a) Voorwaarden

De verplichting van de Bieder om het Bod gestand te doen is afhankelijk van of wordt voldaan aan de volgende opschortende voorwaarden of, voor zover van toepassing, daarvan afstand is gedaan, op of voorafgaand aan de Dag van Gestanddoening, of, in het geval van subparagrafen (i), (iii) en (iv) de Laatste Dag van Aanmelding of de Uitgestelde Laatste Dag van Aanmelding (de **Voorwaarden**):

- (i) het aantal Aangemelde Aandelen, samen met alle Aandelen die direct of indirect door de Bieder, NPM Capital, Teslin en Teslin Aquisition worden gehouden of die aan de Bieder zijn toegezegd onder de enkele voorwaarde dat het bod gestand wordt gedaan (de **Aangeboden, Eigen en Toegezegde Aandelen**), vertegenwoordigen ten minste de Acceptatievoorwaarde, waarbij **Acceptatievoorwaarde** een van de volgende betekenissen heeft: (i) 95% van ICT Group's geplaatste en uitstaande gewone aandelenkapitaal op een Volledig Verwaterde Basis op de Laatste Dag van Aanmelding of de Uitgestelde Laatste Dag van Aanmelding, of (ii) 80% van ICT Group's geplaatste en uitstaande gewone aandelenkapitaal op een Volledig Verwaterde Basis op de Laatste Dag van Aanmelding of de Uitgestelde Laatste Dag van Aanmelding indien de algemene vergadering van ICT Group de Fusiebesluiten heeft goedgekeurd en de Fusiebesluiten volledig van kracht zijn op de Laatste Dag van Aanmelding of de Uitgestelde Laatste Dag van Aanmelding;
- (ii) de Stichting Continuïteit ICT heeft de calloptie onder de Optieovereenkomst niet uitgeoefend, er zijn geen Cumulatieve Preferente Aandelen in ICT Group uitgegeven en de Stichting Continuïteit ICT heeft onherroepelijk en onder de enkele voorwaarde dat het Bod gestand wordt gedaan, afstand gedaan van het recht om de calloptie onder de Optieovereenkomst uit te oefenen en ingestemd met de beëindiging van de Optieovereenkomst vanaf de Overdracht;
- (iii) de BAVA heeft de Fusiebesluiten aangenomen, onder de voorwaarde dat het Bod gestand wordt gedaan en effectief per Dag van Overdracht;
- (iv) de BAVA heeft het Governance Besluit aangenomen, onder de voorwaarde dat het Bod gestand wordt gedaan en effectief per Dag van Overdracht;
- (v) er is geen openbare aankondiging gedaan waarin een Concurrerend Bod wordt aangekondigd of uitgebracht;
- (vi) er heeft zich geen Nadelige Verandering van de Aanbeveling voorgedaan;
- (vii) ICT Group heeft geen inbreuk gemaakt op de Fusieovereenkomst, voor zover deze inbreuk (i) heeft geleid of redelijkerwijs kan leiden tot materieel nadelige gevolgen voor ICT Group, de Bieder of de Transactie; en (ii) niet kan worden hersteld binnen tien (10) Werkdagen na ontvangst door ICT Group van een schriftelijke kennisgeving van de Bieder of niet is hersteld door ICT Group binnen tien (10) Werkdagen na ontvangst door ICT Group van een schriftelijke kennisgeving van de Bieder (of, indien dat eerder is, op of voorafgaand aan de Dag van Gestanddoening);
- (viii) de Bieder heeft geen inbreuk gemaakt op de Fusieovereenkomst, voor zover deze inbreuk (i) heeft geleid of redelijkerwijs kan leiden tot materieel nadelige gevolgen voor de ICT Group, de Bieder of de Transactie; en (ii) niet kan worden hersteld binnen tien (10) Werkdagen na ontvangst door de Bieder van een schriftelijke kennisgeving van ICT Group of niet is hersteld door ICT Group binnen tien (10) Werkdagen na ontvangst door de Bieder van een schriftelijke kennisgeving van ICT Group (of, indien dat eerder is, op of voorafgaand aan de Dag van Gestanddoening);
- (ix) er heeft zich geen Materieel Nadelig Effect voorgedaan sinds de datum van Fusieovereenkomst;

- (x) geen bevel, schorsing, vonnis of besluit is uitgevaardigd door een rechtbank, scheidsrecht, regering, overheidsinstantie of andere regelgevende of administratieve autoriteit en van kracht, en geen statuut, regel, voorschrift, overheidsbevel of bevel is uitgevaardigd, wordt ten uitvoer gelegd of wordt van toepassing geacht op de Transactie, welke het voltooiën van de Transactie beperkt, verbiedt of materieel vertraagt of naar redelijke waarschijnlijkheid zal leiden tot een beperking, verbod of materiële vertraging;
- (xi) er door de AFM geen aanwijzing is gegeven dat het Bod is uitgebracht in strijd met een van de bepalingen uit hoofdstuk 5.5 van de Wft of het Bob, in de zin van artikel 5:80 Wft, op grond waarvan belegginsondernemingen niet zullen mogen meewerken aan het Bod; en
- (xii) de handel in de Aandelen is niet permanent geschorst of beëindigd door Euronext Amsterdam of de AFM.

(b) Afstand van de Voorwaarden

De Voorwaarde uiteengezet in hoofdstuk 12.7(a)(i) is opgenomen ten behoeve van de Bieder en daarvan mag afstand worden gedaan door de Bieder door middel van een schriftelijke kennisgeving aan ICT Group, op voorwaarde dat een verklaring van afstand door de Bieder van deze Voorwaarde de voorafgaande schriftelijke goedkeuring van het Bestuur en de Raad van Commissarissen vereist als het totaal van de Aangeboden, Eigen en Toegezegde Aandelen minder dan 80% vertegenwoordigt van het totaal geplaatste en uitstaande gewone aandelenkapitaal van ICT Group op een Volledig Verwaterde Basis op de Laatste Dag van Aanmelding of Uitgestelde Laatste Dag van Aanmelding.

Alle Voorwaarden uiteengezet in hoofdstukken 12.7(a)(i) , 12.7(a)(x) en 12.7(a)(xii) zijn opgenomen ten behoeve van zowel de Bieder als ICT Group en daarvan mag, voor zover toegestaan op grond van de Toepasselijke Regelgeving, alleen door de Bieder en ICT Group gezamenlijk schriftelijk afstand worden gedaan.

De Voorwaarden uiteengezet in hoofdstukken 12.7(a)(ii), 12.7(a)(iii), 12.7(a)(iv), 12.7(a)(vi), 12.7(a)(vii) en 12.7(a)(ix) zijn opgenomen ten behoeve van de Bieder en daarvan mag door de Bieder, voor zover toegestaan op grond van de Toepasselijke Regelgeving, te allen tijde geheel of gedeeltelijk afstand worden gedaan door middel van een schriftelijke verklaring aan ICT Group. Als aan de Acceptatievoorwaarde van 95% van ICT Group's geplaatste en uitstaande gewone aandelenkapitaal op een Volledig Verwaterde Basis op de Laatste Dag van Aanmelding of de Uitgestelde Laatste Dag van Aanmelding is voldaan, dan zal de Bieder afstand doen van de Voorwaarde uiteengezet in hoofdstuk 12.7(a)(iii) in het geval aan deze Voorwaarde niet is voldaan op de Laatste Dag van Aanmelding of de Uitgestelde Laatste Dag van Aanmelding.

De Voorwaarde uiteengezet in hoofdstuk 12.7(a)(viii) is opgenomen ten behoeve van ICT Group en daarvan mag door ICT Group, voor zover toegestaan op grond van de Toepasselijke Regelgeving, te allen tijde geheel of gedeeltelijk afstand worden gedaan door middel van een schriftelijke verklaring aan de Bieder.

De Bieder en ICT Group mogen geen beroep doen op één van de Voorwaarden als de niet-ervulling van dergelijke Voorwaarde(n) wordt veroorzaakt door een schending van de betreffende partij van een van haar verplichtingen onder de Fusieovereenkomst.

Van de Voorwaarde uiteengezet in 12.7(a)(xi) kan geen afstand worden gedaan.

(c) Materieel Nadelig Effect

Voor zover de Bieder weet, zijn er op de datum van dit Biedingsbericht geen Effecten die, gezamenlijk, zouden resulteren in een Materieel Nadelig Effect.

(d) Nadelige Verandering van de Aanbeveling

Voor zover de Bieder weet 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 hangt niet af van de wil van de Bieder, zoals verboden door artikel 12, tweede lid, van het Bob.

Zowel de Bieder als ICT Group zullen in redelijkheid haar uiterste best doen om ervoor te zorgen dat zo snel als redelijkerwijs mogelijk aan de Voorwaarden wordt voldaan. Indien op enig moment hetzij de Bieder, hetzij ICT Group kennis krijgt van een feit of omstandigheid die zou kunnen verhinderen dat aan een Voorwaarde wordt voldaan, zal zij de andere partij daarvan onmiddellijk schriftelijk op de hoogte stellen. Indien op enig moment hetzij de Bieder, hetzij ICT Group merkt dat aan een Voorwaarde is voldaan, zal zij de andere partij daarvan onmiddellijk op de hoogte stellen.

Ten aanzien van de Voorwaarde uiteengezet in hoofdstuk 12.7(a)(ix) zijn de Bieder en ICT Group een bindend advies procedure overeengekomen, voor het geval de Bieder meent dat de Voorwaarde niet is vervuld en ICT Group het daar niet mee eens is.

Ten aanzien van de Voorwaarde uiteengezet in hoofdstuk 12.7(a)(x) zullen zowel de Bieder als ICT Group redelijkerwijs samenwerken en hun redelijke inspanningen gebruiken om een bevel, schorsing, vonnis of decreet te bestrijden, te betwisten, te wissen en te weerstaan en om zulk bevel, schorsing, vonnis of decreet te laten ontkrachten, opheffen, wissen, ongedaan te laten maken of te vernietigen, inclusief door een zaak aan te spannen bij en kennisgeving aan een relevante rechtbank, scheidsgerecht, regering, overheidsinstantie of andere regelgevende of administratieve instantie.

(f) Uiterlijke Datum

De Voorwaarden moeten vervuld zijn of er moet afstand van worden gedaan op of voor 31 december 2021 (de **Uiterlijke Datum**).

12.8 Aanmelding

(a) Aanmeldingsperiode

De Aanmeldingsperiode vangt aan om 09:00 uur, CEST op 31 mei 2021 en eindigt om 17:40 uur CEST op 23 juli 2021, tenzij de Aanmeldingsperiode wordt verlengd in overeenstemming met hoofdstuk 12.8(d) (Verlenging).

Als het Bod gestand wordt gedaan door de Bieder, zal de Bieder alle Aangemelde Aandelen waarvan de aanmelding niet voordien geldig is herroepen, aanvaarden met inachtneming van de procedures zoals uiteengezet in hoofdstuk 12.9 (Aanvaarding door Aandeelhouders).

(b) Recht tot herroeping

De aanmelding van Aandelen die heeft plaatsgevonden op of voorafgaand aan 17:40 CEST 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, vijfde lid en artikel 15, achtste lid, 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(e) (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 om het Bod gestand te doen is onder voorbehoud van de vervulling of afstanddoening van de Voorwaarden zoals uiteengezet in hoofdstuk 12.7 (Voorwaarden, afstand en vervulling). Van de Voorwaarden kan afstand worden gedaan, voor zover toegestaan bij Toepasselijke Regelgeving, 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 daarvan kennisgeven aan de Aandeelhouders zoals voorgeschreven door de Toepasselijke Regelgeving.

De Bieder zal uiterlijk op de Dag van Gestanddoening vaststellen of aan de Voorwaarden is voldaan dan wel daarvan afstand is gedaan. Bovendien zal de Bieder op de Dag van Gestanddoening een openbare mededeling doen of het Bod (i) gestand wordt gedaan, (ii) wordt verlengd in overeenstemming met artikel 15 van het Bob of (iii) 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 de Bieder het Bod niet gestand doet, zal de Bieder dit besluit toelichten.

(d) Verlenging

Indien op de Laatste Dag van Aanmelding één of meer Voorwaarden niet zijn vervuld en daarvan evenmin afstand is gedaan, mag de Bieder, in overeenstemming met artikel 15 van het Bob, de Aanmeldingsperiode verlengen met minstens twee (2) weken en maximaal tien (10) weken gerekend vanaf de dag vanaf de oorspronkelijke Laatste Dag van Aanmelding, teneinde deze voorwaarde(n) in vervulling te doen gaan of daarvan afstand te doen, op voorwaarde dat als het totaal van de Aangeboden, Eigen en Toegezegde Aandelen op niet ten minste 80% vertegenwoordigt van ICT Group's geplaatste en uitstaande gewone aandelenkapitaal op een Volledig Verwaterde Basis op de Laatste Dag van Aanmelding, de Bieder, met inachtneming van de Toepasselijke Regelgeving, te goeder trouw in overleg zal treden met ICT Group over een eventuele verlenging van de Aanmeldingsperiode voor zolang de Bieder, na overleg met ICT Group, redelijkerwijs noodzakelijk acht om aan deze Voorwaarde zoals uiteengezet in hoofdstuk 12.7(a)(i) (Voorwaarden, afstand en vervulling) te voldoen.

Verlenging van de Aanmeldingsperiode kan in ieder geval eenmalig. Elke volgende verlenging zal afhankelijk zijn van het verkrijgen van een vrijstelling van de AFM en deze verlenging zal voortduren voor zolang de Bieder redelijkerwijs noodzakelijk acht om aan deze Voorwaarden te voldoen of daarvan afstand te doen.

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

Als de Aanmeldingsperiode wordt verlengd, waardoor 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 de Aanmelding hierover een openbare mededeling worden gedaan in overeenstemming met de bepalingen van artikel 15, leden 1 en 2 van het Bob. Indien de Bieder de Aanmeldingsperiode verlengt, zal het Bod aflopen op de uiterste tijd en datum waartoe de Bieder de Aanmeldingsperiode heeft verlengd.

Gedurende een verlenging van de Aanmeldingsperiode blijft elk Aandeel dat reeds is aangemeld aangemeld onder het Bod, behoudens het recht tot herroeping in overeenstemming met hoofdstuk 12.8(b) (Recht tot herroeping).

(e) Overdracht

Als de Bieder het Bod gestand doet, zal de Bieder de levering van alle Aangemelde Aandelen aanvaarden onder de voorwaarden van het Bod.

Op de Dag van Overdracht zal de Bieder de Biedprijs betalen voor elk Aangemeld Aandeel dat is geleverd aan de Bieder, onder de voorwaarden als uiteengezet in dit Biedingsbericht. De Dag van Overdracht zal niet later zijn dan vijf (5) Werkdagen volgend op Laatste Dag van de Aanmelding of Uitgestelde Laatste Dag van Aanmelding. De Bieder kan niet garanderen dat Aandeelhouders de Biedprijs daadwerkelijk binnen deze periode zullen ontvangen.

Vanaf de Dag van Overdracht is het niet mogelijk de aanmelding of levering van enig Aangemeld Aandeel te herroepen, te ontbinden of te vernietigen.

(f) Na-aanmeldingsperiode

Indien de Bieder het Bod gestand doet, zal de Bieder binnen drie (3) Werkdagen na de Dag van Gestanddoening een na-aanmeldingstermijn aankondigen van twee (2) weken (de **Na-aanmeldingsperiode**). Aandeelhouders die hun Aandelen niet hebben aangemeld tijdens de Aanmeldingsperiode kunnen gedurende de Na-aanmeldingsperiode hun Aandelen alsnog aanmelden onder dezelfde voorwaarden en beperkingen als het Bod. Betaling van de Biedprijs voor de Aandelen die zijn geleverd aan de Bieder tijdens de Na-aanmeldingsperiode zal binnen vijf (5) Werkdagen volgend op 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 Genoteerde 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 om 17:40 uur CEST 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 12.1 (Restricties en belangrijke informatie en 2 (Restrictions) 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 zijn opname in, of eigendom door een persoon 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 en (iii) zij zich verplicht om de Aangemelde Aandelen tegen ontvangst van de Biedprijs te leveren aan de Bieder voor of uiterlijk op de Dag van Overdracht, 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) de levering van de Aangemelde Aandelen tegen te houden, waardoor op of voorafgaand aan de Dag van Overdracht geen van de leveringen van de Aandelen uitgevoerd kan worden (anders dan aan het Afwikkelingskantoor op of voorafgaand aan de Dag van Overdracht indien het Bod gestand wordt gedaan en de 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.

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

In de zomer van 2020 heeft ICT Group een strategische analyse verricht om de huidige strategie te beoordelen en strategische alternatieven om de huidige strategie te versnellen te identificeren en te evalueren. Naar aanleiding van deze strategische analyse heeft ICT Group, samen met haar financiële en juridische adviseurs, een competitief biedingsproces opgezet in de tweede helft van 2020, waarbij diverse partijen zijn benaderd om interesse te tonen in een mogelijke transactie.

Een speciale commissie bestaande uit dhr. Th.J. van der Raadt en de dhr. K. Beeckmans, leden van de Raad van Commissarissen, (de **Speciale Commissie**) werd aangesteld om toe te zien op een volledig en grondig besluitvormingsproces en de belangen van de *stakeholders* van ICT Group te waarborgen door alle strategische mogelijkheden te onderzoeken, rekening houdende met de belangen van alle *stakeholders* bij een potentiële transactie en het monitoren van potentiële belangenconflicten.. De Speciale Commissie, het Bestuur en de Raad van Commissarissen hebben gedurende het gehele proces veelvuldig en uitvoerig gesproken over de ontwikkelingen van een voorgenomen transactie en de daarmee samenhangende belangrijke beslissingen, waaronder die met betrekking tot de Fusieovereenkomst en andere transactiedocumentatie. De Speciale Commissie had mandaat gekregen van de Raad van Commissarissen om nauw betrokken te zijn bij het proces en te

fungeren als eerste aanspreekpunt voor de Raad van Bestuur. De besluitvorming vond plaats binnen de voltallige Raad van Commissarissen.

In december 2020 heeft ICT Group van verschillende partijen een indicatief bod ontvangen, zo ook van NPM Capital. Het Bestuur en de Raad van Commissarissen hebben de voorstellen van de partijen beoordeeld in overeenstemming met haar fiduciaire verantwoordelijkheden en met behulp van haar financiële en juridische adviseurs. Het Bestuur en de Raad van Commissarissen hebben alle aspecten van de voorstellen zorgvuldig overwogen, inclusief de strategische, financiële, operationele en sociale aspecten (alsook dealzekerheid). De Speciale Commissie, het Bestuur en de Raad van Commissarissen hebben, na volledige en grondige afweging, besloten om het traject met twee partijen voort te zetten, waaronder NPM Capital.

Op 7 januari 2021 werd NPM Capital dan ook uitgenodigd voor de volgende fase van het proces en is NPM Capital de mogelijkheid geboden een due diligence onderzoek uit te voeren naar ICT Group en haar onderneming. Daarnaast werd aan NPM een eerste concept van een Fusieovereenkomst verschaft en werd zij verzocht een mark-up te leveren. NPM Capital heeft daarop op 29 januari 2021 een bindend bod en een mark-up van de Fusieovereenkomst ingediend. Het Bestuur en Raad van Commissarissen hebben de bindende biedingen van beide partijen en de voorwaarden daarvan besproken en zorgvuldig afgewogen. Zij hebben samen met alle interne en externe financiële en juridische adviseurs de beweegredenen, voordelen en risico's voor de *stakeholders* van ICT Group, waaronder haar aandeelhouders, onderzocht. Op basis van deze evaluatie hebben het Bestuur en de Raad van Commissarissen geconcludeerd dat NPM Capital zowel een hogere biedprijs, betere niet-financiële voorwaarden als een hoge dealzekerheid had geboden. Daarnaast geloofden zij in een betere culturele fit tussen ICT Group en NPM Capital. Het Bestuur en de Raad van Commissarissen hebben daarom besloten dat het passend zou zijn om op exclusieve basis besprekingen met NPM Capital te starten met het oog op het bereiken van een definitieve overeenkomst, onder voorbehoud van goedkeuring door de Raad van Commissarissen, vóór vrijdag 5 maart 2021. NPM Capital heeft op 3 februari 2021 een laatste procesbrief ontvangen, waarin zij werd uitgenodigd voor de laatste fase van het uitvoeren van een confirmatief due diligence onderzoek op de openstaande punten en van het onderhandelen over en afronden van de Fusieovereenkomst.

Van 4 februari 2021 tot begin maart 2021 hebben NPM Capital en ICT Group, bijgestaan door hun respectievelijke juridische adviseurs, besprekingen gehad over de Fusieovereenkomst, in de loop waarvan diverse concepten en mark-ups zijn uitgewisseld. Gedurende deze fase, was het NPM Capital niet toegestaan en liet zij het na om met leden van het Bestuur van ICT Group de voorwaarden te bespreken om als minderheidsaandeelhouders deel te nemen in de Bieder. In deze laatste periode, nadat ICT Group en NPM Capital een overeenkomst op hoofdlijnen hadden bereikt en na goedkeuring van ICT Group, vonden ook besprekingen plaats tussen NPM Capital en Teslin over het samenstellen van een consortium met zeggenschap over de Bieder. Dit resulteerde in een consortiumovereenkomst tussen NPM Capital en Teslin op 5 maart 2021. Teslin heeft niet rechtstreeks deelgenomen aan de onderhandelingen en gesprekken met ICT Group. Als onderdeel van het proces hebben het Bestuur en leden van de Raad van Commissarissen tijdens verschillende vergaderingen en telefoongesprekken intensief gesproken over het belang van ICT Group en de belangen van haar *stakeholders*. In hun besluitvormingsproces hierover hebben de Raad van Commissarissen en het Bestuur een aantal aspecten in aanmerking genomen, waaronder: (i) strategische opties, (ii) financiële voorwaarden, (iii) niet-financiële voorwaarden, (iv) dealzekerheid, en (v) deal bescherming en de '*fiduciary out*' (d.w.z. de regelingen die bepalen onder welke omstandigheden het Bestuur en de Raad van Commissarissen gecommiteerd blijven aan het Bod, en onder welke omstandigheden zij in staat zijn om een concurrerend bod te onderzoeken, en uiteindelijk aan te bevelen).

Gedurende het proces vonden de gesprekken met betrekking tot het Bod, inclusief de Biedprijs, de financiering van het Bod, de Voorwaarden, de toekomstige strategie van ICT Group en de niet-financiële voorwaarden van het Bod, voornamelijk plaats tussen NPM Capital en beide leden van het Bestuur (i.e. dhr. J.H. Blejje en dhr. W.J. Wienbelt) terwijl de Speciale Commissie nauwlettend toezag op mogelijke belangenverstrengelingen. Daarnaast heeft NPM Capital gesprekken gevoerd met dhr. Th.J. van der Raadt, lid van de Raad van Commissarissen, over bovengenoemde onderwerpen.

Op 4 maart 2021 zijn het Bestuur en de Raad van Commissarissen bijeengekomen en hebben de definitieve voorwaarden van de Fusieovereenkomst zorgvuldig doorgenomen en besproken. Daarbij hebben zij alle aspecten van het Bod zorgvuldig overwogen, inclusief de gevolgen voor de *stakeholders*, *governance*, de werknemers, de activiteiten en de strategie van ICT Group, waarbij zij rekening hebben gehouden met het advies van de financiële en juridische adviseurs van ICT Group. Meer in het bijzonder heeft AXECO corporate finance advies en een *fairness opinion* (af)gegeven aan het Bestuur en de Raad van Commissarissen van ICT Group, heeft ING corporate finance advies en een *fairness opinion* (af)gegeven aan de Raad van Commissarissen en heeft De Brauw Blackstone Westbroek N.V. juridisch advies gegeven aan ICT Group over de voorwaarden van het Bod. Aan het einde van de vergadering hebben het Bestuur en de Raad van Commissarissen geconcludeerd dat het Bod, de Transactie en de daarmee verband houdende handelingen zoals beoogd door de Fusieovereenkomst, met inbegrip van de uitvoering daarvan door ICT Group, in het beste belang zijn van ICT Group en het duurzame succes van haar onderneming, rekening houdend met de belangen van alle *stakeholders* van ICT Group, waaronder de Aandeelhouders.

Vervolgens werd de Fusieovereenkomst op 5 maart 2021 vroeg in de ochtend ondertekend door vertegenwoordigers van ICT Group en de Bieder. Op dezelfde dag, voor opening van de beurs, hebben ICT Group en de Bieder gezamenlijk een persbericht gepubliceerd waarin werd aangekondigd dat zij een voorwaardelijke overeenstemming hadden bereikt over een voorgenumen openbaar bod door de Bieder.

Onder verwijzing naar het bovenstaande en met inachtneming van de bepalingen en voorwaarden van het Bod, (i) ondersteunen het Bestuur en de Raad van Commissarissen unaniem de Transactie, (ii) bevelen zij de Aandeelhouders aan het Bod te accepteren en hun Aandelen onder het Bod aan te bieden en (iii) bevelen zij de Aandeelhouders aan in te stemmen met alle Besluiten op de BAVA (de **Aanbeveling**).

Meer informatie over de besluitvorming door het Bestuur en de Raad van Commissarissen is opgenomen in de Standpuntbepaling.

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

De Bieder beoogt om uiteindelijk 100% van de Aandelen of alle activa en activiteiten van ICT Group te verwerven en de bereidheid van de Bieder om de Biedprijs te betalen is gebaseerd op een dergelijke verkrijging. Daartoe kan de Bieder, na de Overdracht, ervoor kiezen om bepaalde herstructureringsmaatregelen te (laten) implementeren die implicaties hebben op de Aandeelhouders die hun Aandelen niet aanbieden, waaronder een Uitkoopprocedure, de Fusie en Liquidatie en/of een of meer Overige Maatregelen na de Overdracht (zoals nader beschreven in de hoofdstukken 12.11 (De gevolgen van het Bod voor Aandeelhouders die hun Aandelen niet aanbieden) en 12.12 (Fusie en Liquidatie)). De Bieder behoudt zich het recht voor om van iedere juridisch toegestane methode gebruik te maken om alle Aandelen (of de volledige eigendom van de onderneming van de Groep) te verwerven en/of de juridische, financiële en fiscale structuur van de Groep te optimaliseren. Verwezen wordt naar hoofdstuk 6.12 (Consequences of the Offer for non-tendering Shareholders).

De verwerving van de Aandelen door de Bieder onder het bod zal allereerst het aantal Aandeelhouders verminderen, evenals het aantal aandelen dat anders openbaar zou worden verhandeld. Als gevolg hiervan kunnen de liquiditeit en de marktwaarde van de Aandelen die niet onder het Bod zijn aangeboden of waarvan de aanmelding onder het Bod rechtsgeldig is herroepen, nadelig worden beïnvloed. De liquiditeit en marktwaarde van deze Aandelen kan verder nadelig worden beïnvloed door de *delisting* van de Aandelen aan Euronext Amsterdam, die zo snel mogelijk onder de Toepasselijke Regelgeving zal plaatsvinden na gestanddoening van het Bod. De notering van de Aandelen aan Euronext Amsterdam zal ook eindigen als de Fusie en Liquidatie of andere maatregelen en procedures succesvol zijn uitgevoerd, zoals uiteengezet in hoofdstukken 6.13(c) (Merger and Liquidation) en 6.13(d) (Other Post-Closing Measures). Na het einde van de notering zijn de van toepassing zijnde bepalingen op de governance van beursgenoteerde ondernemingen niet langer van toepassing en kunnen de rechten van de resterende minderheidsaandeelhouders worden beperkt tot een wettelijk minimum. Beëindiging beursnotering en Uitkoopprocedure

Indien het Bod gestand wordt gedaan zijn de Bieder en ICT Group voornemens zo spoedig mogelijk de notering van de Aandelen aan Euronext Amsterdam en de noteringsovereenkomst tussen ICT Group en Euronext Amsterdam te beëindigen.

Indien, na de Dag van Overdracht, de Bieder ten minste 95% van de Aandelen heeft verkregen, zal de Bieder zo snel mogelijk (i) een wettelijke uitkoopprocedure beginnen overeenkomstig artikel 2:92a van het Burgerlijk Wetboek of artikel 2:201a van het Burgerlijk Wetboek of (ii) een wettelijke uitkoopprocedure overeenkomstig artikel 2:359c van het Burgerlijk Wetboek, om houders van Aandelen uit te kopen wiens Aandelen nog niet worden gehouden door de Bieder. De procedures genoemd onder (i) en (ii) worden in dit hoofdstuk 12.11 (De gevolgen van het Bod voor Aandeelhouders die hun Aandelen niet aanbieden) aangemerkt als een Uitkoopprocedure.

12.12 Fusie en Liquidatie

Voorafgaand aan de datum van dit Biedingsbericht zijn Company Holdco en Company Sub opgericht.

In de Fusieovereenkomst zijn de Bieder en ICT Group overeengekomen dat (i) als de Fusiebesluiten zijn aangenomen, (ii) het Bod gestand wordt gedaan en (iii) het aantal Aandelen dat is aangemeld tijdens de Aanmeldingsperiode en de Na-aanmeldingsperiode, samen met Aandelen die direct of indirect door de Bieder worden gehouden of zijn toegezegd of recht heeft, minder dan 95% maar ten minste 80% (of een lager percentage waar het Bestuur en de Raad van Commissarissen mee instemmen) van het totale geplaatste en uitstaande gewone aandelenkapitaal van de ICT Group op Volledig Verwaterde Basis vertegenwoordigen, de Bieder ervoor mag kiezen om de Fusie, de Verkoop van Aandelen en de Liquidatie te implementeren, waarbij:

- (a) een juridische fusie wordt geëffectueerd, waarbij ICT Group (als verdwijnende vennootschap) zal fuseren met Company Sub (als verkrijgende vennootschap) en waarbij Company Holdco aandelen toekent aan de aandeelhouders van ICT Group overeenkomstig de artikelen 2:309 e.v. en 2:333a BW (de **Fusie**);
- (b) 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 aan de Bieder of een door de Bieder aangewezen derde onmiddellijk na het van kracht worden van de Fusie (de **Verkoop van Aandelen**) voor een bedrag dat gelijk is aan de Biedprijs; en

- (c) na de levering van de Company Sub aandelen, bewerkstelligd wordt dat de ontbinding en vereffening van Company Holdco wordt geëffectueerd (de **Liquidatie**) en op ieder gewoon aandeel in het kapitaal van Company Holdco een liquidatie-uitkering bij voorbaat wordt gedaan in overeenstemming met de statuten van Company Holdco welke uitkering beoogd is plaats te vinden op of rond de datum waarop de Verkoop van Aandelen wordt voltooid en voor een bedrag dat zoveel als mogelijk gelijk is aan de Biedprijs, zonder enige rente en onder aftrek van eventuele toepasselijke bronheffingen en andere belastingen.

Voor een verdere uitleg over de Fusie na de Overdracht wordt verwezen wordt naar hoofdstuk 6.13(c) (Merger and Liquidation).

12.13 Samenstelling van het Bestuur en de Raad van Commissarissen

- (a) Samenstelling Bestuur

De huidige leden van het Bestuur zullen aanblijven als leden van het Bestuur. Dhr. R. Jansen, de huidige Chief Operating Officer van ICT Group, zal als nieuwe bestuurder van het Bestuur worden benoemd na de Overdracht.

- (b) Samenstelling Raad van Commissarissen

De Raad van Commissarissen zal per de Dag van Overdracht initieel blijven bestaan uit vijf leden: twee personen die op het moment van de Fusieovereenkomst al lid waren van de Raad van Commissarissen en worden beschouwd als onafhankelijk van de Bieder in de zin van de Corporate Governance Code per de Dag van Overdracht, en drie personen door de Bieder aan te wijzen ter voordracht door de Raad van Commissarissen aan de algemene vergadering als leden van de Raad van Commissarissen die niet onafhankelijk zijn van de Bieder, zijnde dhr. B.P. Coopmans, dhr. M.A. Koster and dhr. J.J. Bongers, waarvan de benoeming ingaat op de Dag van Overdracht. Na de Dag van Overdracht, heeft de Bieder zeggenschap over de benoeming van de leden van de Raad van Commissarissen, behoudens zowel de aanbevelingsrechten van de ondernemingsraad van ICT Group en ICT Netherlands B.V. en de algemene vergadering als de benoemingsrechten van de Raad van Commissarissen. Hierbij geldt dat (i) de Raad van Commissarissen niet meer dan zeven (7) leden mag bevatten en (ii) de onafhankelijke commissarissen voor een periode van ten minste drie jaar in de Raad van Commissarissen blijven zitten (te weten de duur van de niet-financiële convenanten zoals uiteengezet in hoofdstuk 6.20 (Non-Financial Covenants)).

12.14 Bieder

De Bieder is een lege vennootschap en alle aandelen in de Bieder worden op de datum van dit Biedingsbericht gehouden door NPM Capital. Ten tijde van de Overdracht zullen de aandelen in het kapitaal van de Bieder worden gehouden door NPM Capital en Teslin Acquisition B.V., waarvan 100% van de aandelen worden gehouden door Teslin. De aandeelhoudersstructuur van de Bieder is weergegeven in hoofdstuk 8.1(d) (Capital and shares of the Offeror).

NPM Capital, Teslin en Teslin Acquisition B.V. zijn een aandeelhoudersovereenkomst overeengekomen die betrekking heeft op hun aandeelhouderschap in de Bieder (de **Aandeelhoudersovereenkomst**). De belangrijkste bepalingen van de Aandeelhoudersovereenkomst geven voorschriften voor (i) de governance structuur van de Bieder en ICT Group, (ii) de kapitaalstructuur van de Bieder vanaf Overdracht, (iii) de toekomstige samenstelling van de besturen van de Bieder en ICT Group, (iv) overdrachtsbepalingen en andere rechten en verplichtingen die verbonden zijn aan of verband houden met belangen in de Bieder en ICT Group en (v) rechten op het

gebied van financiële verslaglegging en informatie met betrekking tot de Groep. In de Aandeelhoudersovereenkomst is overeengekomen dat NPM Capital de enige aandeelhouder van de Bieder zal blijven totdat de Voorwaarden zijn vervuld en de Bieder het Bod gestand heeft gedaan. Nadat de Bieder het Bod gestand heeft gedaan en uiterlijk op de Werkdag voorafgaand aan de Dag van Overdracht, zal de Bieder aandelen in haar kapitaal uitgeven aan NPM Capital en Teslin Acquisition B.V., tegen een inbreng in contanten door NPM Capital en een inbreng en overdracht van Aandelen door Teslin, waarna NPM Capital 83% van de normale aandelen en 82,2% van de preferente aandelen in het kapitaal van de Bieder op een volledig verwaterde basis zal houden en Teslin Acquisition B.V. 17% van de normale aandelen en 17,8% van de preferente aandelen in het kapitaal van de Bieder op een volledig verwaterde basis. De Aandeelhoudersovereenkomst treedt op die datum in werking. NPM Capital en Teslin Acquisition B.V. zullen op dezelfde voorwaarden investeren in de Bieder. Het exacte aantal aandelen dat Teslin Acquisition B.V. zal inbrengen in de Bieder hangt af van het bedrag aan externe schuldfinanciering dat de Bieder zal aantrekken. Dit aantal Aandelen wordt vastgesteld door uit te rekenen hoeveel Aandelen met een waarde van EUR 14,50 aangepast naar EUR 14,10 (cum dividend) per Aandeel ongeveer 17% van het totale kapitaal wat moet worden verstrekt door NPM Capital en Teslin Acquisition B.V. aan de Bieder vertegenwoordigen in aanvulling op de schuldfinanciering om de aankoop van de Aandelen onder het Bod, de vergoeding voor aandelen van Company Holdco onder de Verkoop van Aandelen (indien van toepassing), de betaling of herfinanciering van de bestaande schuld van ICT Group en de betaling van vergoedingen en kosten in verband met het Bod te kunnen betalen.

Het bestuur van de Bieder wordt gevormd door NPM Capital en er is thans geen intentie om het bestuur te wijzigen na de Dag van Overdracht. Het bestuur van NPM Capital wordt gevormd door dhr. N.J.M. Kramer, dhr. B.P. Coopmans en dhr. J.R. Ruigrok.

Het Bod heeft geen gevolgen op de werkgelegenheid of betrokkenheid van de bestuurders of werknemers van NPM Capital, Teslin en Teslin Acquisition. Het Bod heeft geen gevolgen op de activiteiten en vestigingsplaats van de Bieder.

De Bieder heeft geen raad van commissarissen noch werknemers en heeft niet de intentie om een raad van commissarissen aan te stellen of werknemers in dienst te nemen.

12.15 Aankondigingen

Elke aankondiging over het Bod zal worden gedaan door middel van een persbericht. Een persbericht van de Bieder zal beschikbaar worden gesteld op de website van de Bieder (www.npm-capital.com). Een persbericht uitgegeven door ICT Group zal beschikbaar worden gesteld op haar website (www.ict.eu).

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

13. FINANCIAL INFORMATION ICT GROUP

13.1 Selected consolidated financial information ICT Group

This section 13 (Financial information ICT Group) contains certain consolidated financial information relating to ICT Group. The selected consolidated financial information has been derived from the 2018, 2019 and 2020 annual reports. Reading the selected consolidated financial information is not a substitute for reading the audited consolidated financial statements of ICT Group for the financial years 2018, 2019 and 2020.

13.2 Basis for preparation

The selected consolidated financial statements of ICT Group that have been prepared and included in this section 13 (Financial information ICT Group), comprises the consolidated balance sheet, consolidated statement of comprehensive income and the consolidated statement of cash flows for the financial years 2018, 2019 and 2020. This selected consolidated financial information has been derived from the consolidated financial statements for the financial years 2018, 2019 and 2020 which have been audited by PwC.

The consolidated financial statements from which the selected consolidated financial information has been derived were prepared in accordance with the International Financial Reporting Standards, as adopted by the European Union, and 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 PwC) for a summary of the significant accounting policies of ICT Group for the consolidated financial statements of the financial year 2020. The consolidated financial statements for the financial year 2019 include the effect of IFRS 16 as from 1 January 2019. Due to the transition method chosen by ICT Group in applying this standard, comparative information for 2018 has not been restated to reflect the requirements of the new standard. For further details please refer to paragraph 4.3 in the consolidated financial statements for the financial year 2019.

The selected consolidated financial information set out on the next page is excluding related note disclosures and a description of significant accounting policies. For a better understanding of ICT Group's financial position, income and cash flows, the selected consolidated financial information should be read in conjunction with the audited consolidated financial statements for the financial years 2018, 2019 and 2020, including the related notes and description of significant accounting policies that were applied for each of these years, which are available on the website of ICT Group at <https://ict.eu/about-us/investor-relations/financial-publications/#reports> and the AFM register of financial reporting.

13.3 Comparative overview of consolidated balance sheet for the financial years 2018, 2019 and 2020

x €1,000	31 December 2020	31 December 2019	31 December 2018
Assets			
NON-CURRENT ASSETS			
Property, plant & equipment	3,232	3,655	4,018
Right-of-use assets	15,309	13,134	-
Goodwill	38,139	37,457	28,871
Other intangible assets	18,705	21,251	16,594
Investment in associates	1,091	912	1,159
Deferred tax assets	627	373	266
Other financial assets	932	1,590	210
	<u>78,035</u>	<u>78,372</u>	<u>51,118</u>
CURRENT ASSETS			
Inventory	195	-	-
Trade and other receivables	39,041	39,354	38,288
Corporate income tax receivable	629	915	58
Cash and cash equivalents	13,121	5,769	6,178
	<u>52,986</u>	<u>46,038</u>	<u>44,524</u>
TOTAL ASSETS	131,021	124,410	95,642
Equity and liabilities			
SHAREHOLDERS' EQUITY			
Issued share capital	969	956	946
Share premium	15,178	14,194	14,204
Currency translation reserve	171	91	95
Legal reserve	8,905	7,371	2,172
Treasury shares	(13)	(13)	(290)
Retained earnings	29,590	28,767	26,765
Net profit attributable to the shareholders of ICT Group N.V.	4,151	2,618	9,391
	<u>58,951</u>	<u>53,984</u>	<u>53,283</u>
Non-controlling interest	719	559	941
	<u>59,670</u>	<u>54,543</u>	<u>54,224</u>
NON-CURRENT LIABILITIES			
Deferred tax liabilities	3,599	3,912	3,583
Share-based compensation	359	482	464
Loans (long-term)	11,006	13,423	4,962
Deferred acquisition consideration (LT)	3,890	3,600	-
Lease liabilities (long-term)	10,245	8,488	-
	<u>29,099</u>	<u>29,905</u>	<u>9,009</u>
CURRENT LIABILITIES			
Trade payables	4,795	5,837	4,032
Corporate income tax payable	173	86	1,075
Other taxes and social security premiums	9,279	8,996	8,979
Loans (short-term)	5,688	6,540	3,548
Deferred acquisition consideration (ST)	354	747	3,689
Lease liabilities (short-term)	5,078	4,617	-
Other current liabilities	16,885	13,139	11,086
	<u>42,252</u>	<u>39,962</u>	<u>32,409</u>
TOTAL EQUITY AND LIABILITIES	131,021	124,410	95,642

13.4 Comparative overview of consolidated statement of comprehensive income for the financial years 2018, 2019 and 2020

(x € 1,000)	2020	2019	2018
Revenue	160,017	155,469	129,854
Cost of Materials and subcontractors	25,449	26,546	15,680
Employee benefit expenses	95,657	91,486	76,667
Depreciation and amortisation	12,508	11,582	4,950
Other operating expenses	19,719	20,911	24,033
Total operating expenses	153,333	150,525	121,330
Operating profit	6,684	4,944	8,524
Financial expenses	(868)	(1,124)	(886)
Financial income	70	104	261
One-off accounting gains	-	679	4,083
Result from joint ventures	-	-	58
Result from associates	159	(901)	(443)
Result before taxes	6,045	3,702	11,597
Income tax expense	(1,690)	(1,031)	(2,099)
Net profit	4,355	2,671	9,498
Other comprehensive income (loss), net of tax	80	(4)	-
Total comprehensive income	4,435	2,667	9,498
Net profit attributable to:			
- Shareholders of ICT Group N.V.	4,151	2,618	9,391
- Non-controlling interests	204	53	107
Total comprehensive income attributable to:			
- Shareholders of ICT Group N.V.	4,231	2,614	9,391
- Non-controlling interests	204	53	107
Earnings per share:			
Basic earnings per share (in €)	0.43	0.27	0.99
Diluted earnings per share (in €)	0.43	0.27	0.99

13.5 Comparative overview of consolidated statement of cash flows for the financial years 2018, 2019 and 2020

According to the direct method (x € 1,000)	2020	2019	2018
CASH FLOW FROM OPERATING ACTIVITIES			
Receipts from customers	192,224	187,353	152,032
Payments to suppliers and employees	<u>(169,864)</u>	<u>(168,100)</u>	<u>(138,849)</u>
	22,360	19,253	13,183
Interest paid	(612)	(654)	(453)
Income tax (paid) received	<u>(2,004)</u>	<u>(4,169)</u>	<u>(1,618)</u>
	<u>(2,616)</u>	<u>(4,823)</u>	<u>(2,071)</u>
Net cash flow from operating activities	19,744	14,430	11,112
CASH FLOW FROM INVESTMENT ACTIVITIES			
Additions to property, plant and equipment	(950)	(1,011)	(1,277)
Additions to software and product development	(2,724)	(2,320)	(1,454)
Acquisition of subsidiaries (net of cash acquired)	(727)	(10,235)	(7,767)
Payment of earn-out liabilities	(161)	(3,785)	-
Repayment / (additions) to other financial assets	73	(1,367)	-
Dividend received from joint venture	-	-	260
Sale of subsidiaries	<u>-</u>	<u>1,107</u>	<u>-</u>
Net cash flow from investment activities	(4,489)	(17,611)	(10,238)
CASH FLOW FROM FINANCING ACTIVITIES			
Proceeds from issuance of shares	997	-	-
Proceeds from the issuance of shares of subsidiaries	-	-	372
Purchase of treasury shares	-	(304)	(932)
Re-issuance of treasury shares	-	512	691
Proceeds of borrowings external loans	-	15,000	4,350
Repayments of borrowings external loans	(3,268)	(4,947)	(2,656)
Payment of lease liabilities	(5,678)	(4,936)	-
Dividend paid to non-controlling interest	-	(208)	(348)
Dividend paid to shareholders of ICT Group N.V.	<u>-</u>	<u>(2,345)</u>	<u>(2,423)</u>
Net cash flow from financing activities	(7,949)	2,772	(946)
Net cash flow	<u>7,306</u>	<u>(409)</u>	<u>(72)</u>
Cash at bank and in hand (net) at 1 January	5,769	6,178	6,250
Exchange rate differences on cash at bank and in hand (net)	46	-	-
Cash at bank and in hand (net) as at 31 December	<u>13,121</u>	<u>5,769</u>	<u>6,178</u>
(Decrease) increase cash and cash equivalents	<u>7,306</u>	<u>(409)</u>	<u>(72)</u>

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

Independent auditor's report

To: the executive board and the supervisory board of ICT Group N.V.

Report on the summary financial statements for 2018, 2019 and 2020

Our opinion

In our opinion, the accompanying summary statutory financial statements for 2018, 2019 and 2020 of ICT Group N.V., are consistent, in all material respects, with the audited financial statements, in accordance with the basis described in note 13.2 of the offer memorandum in relation to the cash offer by NPM investments XI B.V. dated 27 May 2021 ('the offering memorandum').

The summary financial statements

The summary financial statements of ICT Group N.V., Rotterdam ('the company'), derived from the audited financial statements for 2018, 2019 and 2020 comprise:

- the comparative overview of consolidated balance sheet for the financial years 2018, 2019 and 2020 (note 13.3);
- the comparative overview of consolidated statement of comprehensive income for the financial years 2018, 2019 and 2020 (note 13.4); and
- the comparative overview of consolidated statement of cash flows for the financial years 2018, 2019 and 2020 (note 13.5).

The summary financial statements do not contain all of the disclosures required by International Financial Reporting Standards as adopted by the European Union (EU-IFRS) and the relevant provisions of 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 ICT Group N.V. and the auditor's report thereon.

The audited financial statements and the summary financial statements do not reflect the events that occurred subsequent to the date of our report on the audited financial statements.

The audited financial statements and our auditor's report thereon

We expressed an unmodified audit opinion on the audited financial statements 2018, 2019 and 2020 in our reports dated 28 February 2019, 28 February 2020 and 4 March 2021. The reports also include the communication of key audit matters. Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the audited financial statements of the current period.

Responsibilities of the executive board and the supervisory board for the summary financial statements

The executive board is responsible for the preparation of the summary financial statements in accordance with the basis described in note 13.2 of the offering memorandum.

The supervisory board is responsible for overseeing the company's financial reporting process.

Auditor's responsibility

Our responsibility is to express an opinion on whether the summary financial statements are consistent, in all material respects, with the audited statutory financial statements based on our procedures, which we conducted in accordance with Dutch Law, including the Dutch Standard 810 'Engagements to report on summary financial statements'.

Eindhoven, 27 May 2021
PricewaterhouseCoopers Accountants N.V.

W.C. van Rooij RA

Original has been signed by W.C. van Rooij RA

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



Consolidated financial statements **2020**

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CONSOLIDATED BALANCE SHEET

For the year ended 31 December

(x € 1,000)	Note	2020	2019
Assets			
NON-CURRENT ASSETS			
Property, plant & equipment	7	3,232	3,655
Right-of-use assets	8	15,309	13,134
Goodwill	9	38,139	37,457
Other intangible assets	10	18,705	21,251
Investment in associates	11	1,091	912
Deferred tax assets	12	627	373
Other financial assets	13	932	1,590
		78,035	78,372
CURRENT ASSETS			
Inventory		195	-
Trade and other receivables	14	39,041	39,354
Corporate income tax receivable		629	915
Cash and cash equivalents	15	13,121	5,769
		52,986	46,038
TOTAL ASSETS		131,021	124,410

(x € 1,000)	Note	2020	2019
Equity and liabilities			
SHAREHOLDERS' EQUITY			
Issued share capital	16	969	956
Share premium		15,178	14,194
Currency translation reserve		171	91
Legal reserve		8,905	7,371
Treasury shares		(13)	(13)
Retained earnings		29,590	28,767
Net profit *)		4,151	2,618
Attributable to shareholders of ICT Group N.V.		58,951	53,984
Non-controlling interest		719	559
		59,670	54,543
NON-CURRENT LIABILITIES			
Deferred tax liabilities	12	3,599	3,912
Share-based compensation and long-term employee benefits liabilities	17	359	482
Loans (long-term)	18	11,006	13,423
Deferred acquisition consideration (long-term)	19	3,890	3,600
Lease liabilities (long-term)	8	10,245	8,488
		29,099	29,905
CURRENT LIABILITIES			
Trade payables	20	4,795	5,837
Corporate income tax payable		173	86
Other taxes and social security premiums		9,279	8,996
Loans (short-term)	18	5,688	6,540
Deferred acquisition consideration (short-term)	19	354	747
Lease liabilities (short-term)	8	5,078	4,617
Other current liabilities		16,885	13,139
		42,252	39,962
TOTAL EQUITY AND LIABILITIES		131,021	124,410

*) The 2019 net profit includes € 679 thousand of one-off gains related to the dilution of the share in GreenFlux. These profits are non-cash items and are non-distributable profits under Dutch Law.

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

For the year ended 31 December

(x € 1,000)	Note	2020	2019
Revenue	22	160,017	155,469
Cost of Materials and subcontractors		25,449	26,546
Employee benefit expenses	23	95,657	91,486
Depreciation and amortisation	7, 8, 10	12,508	11,582
Other operating expenses	25	19,719	20,911
Total operating expenses		153,333	150,525
Operating profit		6,684	4,944
Financial expenses	26	(868)	(1,124)
Financial income	26	70	104
One-off accounting gains	27	-	679
Result from associates	12	159	(901)
Result before taxes		6,045	3,702
Income tax expense	28	(1,690)	(1,031)
Net profit		4,355	2,671
Other comprehensive income (loss), net of tax		80	(4)
Total comprehensive income		4,435	2,667

(x € 1,000)	Note	2020	2019
Net profit attributable to:			
• Shareholders of ICT Group N.V. *)		4,151	2,618
• Non-controlling interests		204	53
Total comprehensive income attributable to:			
• Shareholders of ICT Group N.V. *)		4,231	2,614
• Non-controlling interests		204	53
Earnings per share	28		
Basic earnings per share (in €)		0.43	0.27
Diluted earnings per share (in €)		0.43	0.27

*) The 2019 net profit includes € 679 thousand of one-off gains related to the dilution of the share in GreenFlux. The one-off gain related to the dilution of the share in GreenFlux is a non-cash item and is a non-distributable profit under Dutch Law.

There are no non-recyclable other comprehensive income items. The other comprehensive income items are fully related to currency translation adjustments.

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

For the year ended 31 December

(x € 1,000)	Attributable to owners of the parent								Non-controlling interest	Total equity
	Issued share capital	Share premium	Currency translation reserve	Legal reserve *)	Treasury shares	Retained earnings	Profit for the year	Total		
Balance at 31 December 2018	946	14,204	95	2,172	(290)	26,765	9,391	53,283	941	54,224
Adjustment on initial application IFRS 16 (net of tax)	-	-	-	-	-	-	-	-	-	-
Adjusted balance at 1 January 2019	946	14,204	95	2,172	(290)	26,765	9,391	53,283	941	54,224
Net profit	-	-	-	-	-	-	2,618	2,618	53	2,671
Other comprehensive income	-	-	(4)	-	-	-	-	(4)	-	(4)
Total comprehensive income	-	-	(4)	-	-	-	2,618	2,614	53	2,667
Dividends paid	-	-	-	-	-	(2,345)	-	(2,345)	(208)	(2,553)
Acquisition of subsidiaries	-	-	-	-	-	224	-	224	(227)	(3)
Purchase of own shares	-	-	-	-	(304)	-	-	(304)	-	(304)
Sale of treasury shares	-	-	-	-	512	-	-	512	-	512
Issuance of new shares	10	(10)	-	-	-	-	-	-	-	-
Transfers	-	-	-	5,199	69	(5,268)	-	-	-	-
Prior year result allocation	-	-	-	-	-	9,391	(9,391)	-	-	-
Balance at 31 December 2019	956	14,194	91	7,371	(13)	28,767	2,618	53,984	559	54,543

*) The legal reserve as at 31 December 2019 includes € 4,083 thousand from one-off accounting gains (2018: € 0 thousand) and € 3,288 thousand from capitalized intangible fixed assets (2018: € 2,172 thousand).

[Click here to view the entire table](#)

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

For the year ended 31 December

(x € 1,000)	Attributable to owners of the parent								Non-controlling interest	Total equity
	Issued share capital	Share premium	Currency translation reserve	Legal reserve ^{*)}	Treasury shares	Retained earnings	Profit for the year	Total		
1 January 2020	956	14,194	91	7,371	(13)	28,767	2,618	53,984	559	54,543
Net profit	-	-	-	-	-	-	4,151	4,151	204	4,355
Other comprehensive income	-	-	80	-	-	-	-	80	-	80
Total comprehensive income	-	-	80	-	-	-	4,151	4,231	204	4,435
Dividends paid	-	-	-	-	-	-	-	-	-	-
Acquisition of subsidiaries	-	-	-	-	-	(261)	-	(261)	(44)	(305)
Purchase of treasury shares	-	-	-	-	-	-	-	-	-	-
Sale of treasury shares	-	-	-	-	-	-	-	-	-	-
Issuance of new shares	13	984	-	-	-	-	-	997	-	997
Transfers	-	-	-	1,534	-	(1,534)	-	-	-	-
Prior year result allocation	-	-	-	-	-	2,618	(2,618)	-	-	-
Balance at 31 December 2020	969	15,178	171	8,905	(13)	29,590	4,151	58,951	719	59,670

*) The legal reserve as at 31 December 2020 includes € 4,762 thousand from one-off accounting gains (2019: € 4,083 thousand) and € 4,144 thousand from capitalized intangible fixed assets (2019: € 3,288 thousand).

[Click here to view the entire table](#)

CONSOLIDATED STATEMENT OF CASH FLOWS

For the year ended 31 December

According to the direct method			
(x € 1,000)	Note	2020	2019
CASH FLOW FROM OPERATING ACTIVITIES			
Receipts from customers	21	192,224	187,353
Payments to suppliers and employees	22-24	(169,864)	(168,100)
		22,360	19,253
Interest paid	25	(612)	(654)
Income tax (paid) received	27	(2,004)	(4,169)
		(2,616)	(4,823)
Net cash flow from operating activities		19,744	14,430
CASH FLOW FROM INVESTMENT ACTIVITIES			
Additions to property, plant and equipment	7	(950)	(1,011)
Additions to software and product development	10	(2,724)	(2,320)
Acquisition of subsidiaries (net of cash acquired)	3	(727)	(10,235)
Payment of earn-out liabilities	19	(161)	(3,785)
Additions to other financial assets	13	73	(1,367)
Sale of subsidiaries	2	-	1,107
Net cash flow from investment activities		(4,489)	(17,611)

According to the direct method			
(x € 1,000)	Note	2020	2019
CASH FLOW FROM FINANCING ACTIVITIES			
Issuance of new treasury shares	16	997	-
Purchase of treasury shares	16	-	(304)
Re-issuance of treasury shares	16	-	512
Proceeds from borrowings external loans	18	-	15,000
Repayments of borrowings external loans	18	(3,268)	(4,947)
Payment of lease liabilities	8	(5,678)	(4,936)
Dividend paid to non-controlling interest	16	-	(208)
Dividend paid to shareholders of ICT Group N.V.	16	-	(2,345)
Net cash flow from financing activities		(7,949)	2,772
Net cash flow		7,306	(409)
Cash at bank and in hand (net) as at 1 January	15	5,769	6,178
Exchange rate differences cash at banks and in hand (net)		46	-
Cash at bank and in hand (net) at 31 December	15	13,121	5,769
(Decrease) increase cash and cash equivalents		7,306	(409)



NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS

1. GENERAL INFORMATION

ICT Group N.V. (Trade Register number: 24186237) and its subsidiaries ('ICT', 'ICT Group' or 'the Company') is a public limited liability Company incorporated and established in the Netherlands. In the context of the consolidated financial statements, the Company is also referred to as the 'ICT group of companies'.

The address and domicile of ICT Group N.V. is:

Weena 788

3014 DA Rotterdam

Telephone: +31 (0)889082000

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The consolidated financial statements of ICT Group N.V. for the year ended 31 December 2020 were authorised for issue by the Executive Board on 4 March 2021, were signed by the Executive Board and the Supervisory Board on 4 March 2021 and will be submitted for adoption to the General Meeting on 12 May 2021.

ICT Group is a leading industrial technology solutions and services provider. The solutions we offer our clients involve software development, solutions on project basis, the secondment of experienced and highly educated staff as well as services to maintain IT systems.

Technology based-innovations are critical for the competitive edge of our customers; getting smarter every day in every product, process or application. Our specific industry knowledge enables us to link people, technology and ideas. With over 1,500 dedicated technical professionals in the field, we are capable of translating new and innovative technologies into relevant business solutions, enriched with state-of-the-art technologies.

Our Industries solutions serve the automotive, manufacturing, high-tech, food, chemicals & pharma, oil & gas and logistics industries. Our Public & Infra solutions are focused on water, rail and road infrastructure as well as public transport and mobility. Across all industries ICT Group offers proprietary industry-specific software solutions, including its own cloud-based platform for IoT, digital transformation and artificial intelligence.

ICT Group is globally active and operates from several locations in the Netherlands, Belgium, Bulgaria, France, Germany and Sweden.

In this Annual Report, where information has been presented in thousands or millions of units, amounts may have been rounded. Accordingly, totals of columns or rows of numbers in tables or charts may not be equal to the apparent sum of the individual items. Actual numbers may differ from those contained herein due to such rounding.

2. GROUP INFORMATION

The following group companies are included in the consolidation.

Group companies

ICT Netherlands B.V. ¹⁾	Rotterdam (the Netherlands)	100%
Improve Quality Services B.V.	Waalre (the Netherlands)	100%
ICT Nearshoring B.V. ²⁾	Barendrecht (the Netherlands)	100%
Strypes Ltd.	Sofia (Bulgaria)	100%
ICT Belgium BV	Aartselaar (Belgium)	100%
ICT Germany GmbH	Essen (Germany)	100%
ICT Healthcare Technology Solutions B.V. ^{3) 4) 13)}	Houten (the Netherlands)	100%
ICT Healthcare Technology Solutions Belgium B.V. ^{13) 16)}	Bellegem (Belgium)	100%
BMA France SAS	Versailles (France)	100%
OrangeNXT B.V. ¹³⁾	Barendrecht (the Netherlands)	100%
INNOCY B.V. ⁵⁾	Breda (the Netherlands)	100%
InTraffic B.V. ⁶⁾	Utrecht (the Netherlands)	100%
ICT Motar B.V. ¹³⁾	Barendrecht (the Netherlands)	50.1%
CIS Solutions GmbH	Ismaning (Germany)	66%
ICT Participations B.V. ¹⁴⁾	Barendrecht (the Netherlands)	100%
Additude AB ⁷⁾	Malmö (Sweden)	70.55%
Additude B.V. ¹⁵⁾	Barendrecht (the Netherlands)	100%
Kodar Ltd.	Plovdiv (Bulgaria)	100%
UP2 Technology Ltd. ⁸⁾	Sofia (Bulgaria)	100%
TURNN B.V. ^{9) 11)}	Nieuwegein (the Netherlands)	100%
ICT Indusoft B.V. ^{10) 11) 13)}	Barendrecht (the Netherlands)	100%
Esprit Management & IT Services B.V. ¹²⁾	Sint-Oedenrode (the Netherlands)	100%
Joint ventures and associates		
LogicNets, Inc.	Washington D.C. (USA)	20%
GreenFlux Assets B.V.	Amsterdam (the Netherlands)	15.38%
SpringRivet Holding B.V.	Amsterdam (the Netherlands)	20%

- ¹⁾ In 2019, a legal merger was filed for ICT Netherlands B.V. (surviving entity) and Raster Beheer B.V. and Raster Industriële Automatisering B.V. The legal merger has no financial impact on the consolidated financial statements of ICT Group N.V. The merger became effective as of 1 January 2020.
- ²⁾ At 8 May 2020 Strypes Nearshoring Ltd. is liquidated.
- ³⁾ At 2 July 2020, ICT Healthcare Technology Solutions B.V. acquired the remaining 49% shares of BMA Telenatal B.V.
- ⁴⁾ In 2020, a legal merger was filed for ICT Healthcare Technology Solutions B.V. (surviving entity) and BMA Telenatal B.V. The legal merger has no financial impact in the consolidated financial statements of ICT Group N.V. The legal merger became effective as of 1 October 2020.
- ⁵⁾ In 2020, a legal merger was filed for NedMobiel B.V. (surviving entity), Proficium B.V. and Proficium OVK B.V. The legal merger has no financial impact in the consolidated financial statements of ICT Group N.V. The legal merger became effective as of 1 October 2020. On 1 October 2020 the legal name of NedMobiel B.V. was changed into INNOCY B.V.
- ⁶⁾ In 2019, a legal merger was filed for InTraffic B.V. (surviving entity), New Mobility Ventures B.V. and BNV Mobility B.V. The legal merger has no financial impact on the consolidated financial statements of ICT Group N.V. The legal merger became effective as of 1 January 2020.
- ⁷⁾ In 2019, a legal merger was filed for Additude AB (surviving entity), Additude Excellence AB, Additude Innovation AB and Additude Industry AB. The legal merger has no financial impact on the consolidated financial statements of ICT Group N.V. The legal merger became effective as of 1 January 2020.
- ⁸⁾ At 13 December 2019 ICT acquired 100% of the shares and voting interests in UP2 Technology Ltd. and is consolidated as from 1 January 2020.
- ⁹⁾ At 25 May 2020 TURNN B.V. was incorporated.
- ¹⁰⁾ At 17 July 2020 ICT Indusoft B.V. was incorporated.
- ¹¹⁾ At 17 July 2020 TURNN B.V. was transferred as subsidiary from InTraffic B.V. to ICT Indusoft B.V.
- ¹²⁾ At 14 July 2020 Esprit Management & IT Services B.V. was acquired.
- ¹³⁾ At 28 December 2020 OrangeNXT B.V., ICT Motar B.V. and ICT Healthcare Technology Solutions B.V. and its subsidiaries were transferred from ICT Group N.V. to ICT Indusoft B.V.
- ¹⁴⁾ At 23 June 2020 ICT Participaties B.V. resigned from the board of directors of ICT Sensoria NL B.V. with effect that the participation into ICT Sensoria NL B.V. decreased to 0%.
- ¹⁵⁾ On 14 July 2020 the shares of Additude AB into Additude B.V. were transferred to Esprit Management & IT Services B.V. The transfer resulted in an increase of the participation percentage in Additude B.V. from 70.55% to 100%.
- ¹⁶⁾ BMA BeLux BVBA has changed the name into ICT Healthcare Technology Solutions Belgium B.V.

3. BUSINESS COMBINATIONS AND ACQUISITIONS OF SUBSIDIARIES

ACQUISITION OF 100% OF SHARES ESPRIT MANAGEMENT & IT SERVICES B.V.

On 14 July 2020 ICT acquired 100% of the shares and voting interests in Esprit Management & IT Services B.V.

Consideration transferred

The following table summarises the acquisition-date fair value of the major class of consideration (to be) transferred.

(x € 1,000)	
Consideration transferred in cash	804
Deferred / contingent acquisition consideration	361
Total consideration transferred	1,165

Acquisition-related costs

The Company incurred acquisition-related costs including legal fees and due diligence costs. These costs were included in 2020 under 'other operating expenses'.

Identifiable assets acquired and liabilities assumed

The following table summarises the recognised amounts of assets acquired and liabilities assumed at the acquisition date.

(x € 1,000)	Carrying amount	Fair value adjustments	Recognised values
Intangible assets: Order Backlog	-	320	320
Cash and cash equivalents	96	-	96
Other current assets	304	-	304
Current liabilities (excluding lease liabilities)	(116)	-	(116)
Deferred tax liabilities	-	80	(80)
Total identifiable net assets acquired	284	240	524

Measurement of fair values

The valuation techniques used for measuring the fair value of material assets acquired were as follows.

Assets acquired Valuation technique

Intangible assets	Income approach: The income approach determines the fair value from the future cash flows the subject asset will generate over its remaining useful life. The application of this approach involves projecting the cash flows which the subject asset is generating, based on current expectations and assumptions about future states. The cash flows generated by the subject asset have to be converted to present value by discounting them with the appropriate discount rate. The discount rate reflects the time value of money and the relevant risk associated with the cash flows of the asset.
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The trade receivables and revenue to be invoiced comprise gross contractual amounts due of € 303 thousand, all of which was considered to be collectible at the acquisition date.

Fair values measured on a provisional basis

The fair value of the assets acquired and liabilities assumed at the acquisition date have been determined on a provisional basis. If new information obtained within one year from the acquisition date about facts and circumstances that existed at the acquisition date identifies adjustments to the above amounts, or any additional provisions that existed at the acquisition date, then the accounting for the acquisition will be revised.

Goodwill

Goodwill arising from the acquisition has been recognised as follows:

(x € 1,000)	
Consideration transferred	1,165
Fair value of identifiable net assets	524
Goodwill	641

The goodwill is mainly attributable to the experienced workforce of Esprit, the expected sales growth relating to the qualified workforce that fits in the ICT Group and potential for key strategic areas. None of the goodwill recognised is expected to be deductible for tax purposes.

Amortisation

The order backlog has been identified and valued as a part of a Purchase Price Allocation exercise. The order backlog has been valued at € 320 thousand and is amortised in 1 year.

As a result, the total amortisation amounts to € 160 thousand in 2020. The amortisation is not tax deductible. In the valuation analysis a deferred tax liability is included which will be released during the amortisation period. The net effect on net result after deferred taxes amounts to € 120 thousand in 2020.

4. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The principal accounting policies applied in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to all the years presented, unless stated otherwise.

4.1 BASIS OF PREPARATION**Statement of compliance**

ICT's consolidated financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS), as adopted by the European Union, and also comply with Part 9 of Book 2 of the Dutch Civil Code. The accounting policies applied by ICT comply with IFRS and the pronouncements of the International Financial Reporting Interpretation Committee (IFRIC) effective at 31 December 2020.

The consolidated financial statements have been prepared on the basis of the historical cost convention, unless otherwise stated.

Critical accounting estimates

The preparation of financial statements in accordance with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the group's accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the consolidated financial statements are disclosed in note 5.

4.2 PRIOR YEAR RESTATEMENT

No prior year restatements have been made.

4.3 CHANGES IN ACCOUNTING POLICIES

(a) New and amended standards adopted by the Company

The International Accounting Standards Board (IASB) and IFRIC have issued new standards, amendments to existing standards and interpretations, some of which are not yet effective or have not yet been endorsed by the European Union. A number of other accounting policies are effective from 1 January 2020, but they do not have a material effect on the ICT Group's consolidated financial statements.

(b) New standards and interpretations not yet adopted

A number of relevant new standards and amendments to standards and interpretations are effective for annual periods beginning after 1 January 2021. These new standards and amendments will have an insignificant impact on the financial statements of ICT.

(c) Changes in presentation

The presentation of, and certain terms used in, the statement of financial position, statement of comprehensive income and certain notes has been changed in 2020 to provide additional and more relevant information. Certain comparative amounts have been reclassified to adhere to the current period presentation. None of the changes are significant.

4.4 CONSOLIDATION

Basis of consolidation

The consolidated financial statements incorporate the financial statements of the Company and entities controlled by the Company and its subsidiaries. Control is achieved when the Company:

- has power over the investee;
- is exposed or has rights to variable returns from its involvement with the investee; and
- has the ability to use its power to affect its returns.

The Company reassesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control listed above. When the Company has less than a majority of the voting rights of an investee, it has power over the investee when the voting rights are sufficient to give it the practical ability to direct

the relevant activities of the investee unilaterally. The company considers all relevant facts and circumstances in assessing whether or not the Company's voting rights in an investee are sufficient to give it power, including:

- the size of the Company's holding of voting rights relative to the size and dispersion of holdings of the other vote holders;
- potential voting rights held by the Company, other vote holders or other parties;
- rights arising from other contractual arrangements; and
- any additional facts and circumstances that indicate that the Company has, or does not have, the current ability to direct the relevant activities at the time that decisions need to be made, including voting patterns at previous shareholders' meetings.

Consolidation of a subsidiary begins when the Company obtains control over the subsidiary and ceases when the Company loses control of the subsidiary. Specifically, income and expenses of a subsidiary acquired or divested during the year are included in the consolidated statement of profit or loss and other comprehensive income from the date the Company gains control until the date when the Company ceases to control the subsidiary. Profit or loss and each component of other comprehensive income are attributed to the owners of the Company and to the non-controlling interests. Total comprehensive income of subsidiaries is attributed to the owners of the Company and to the non-controlling interests even if this results in the non-controlling interest having a deficit balance.

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies into line with the Groups' accounting policies.

All intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between members of the Group are eliminated in full on consolidation.

Changes in the Group's ownership interests in existing subsidiaries

Changes in the Group's ownership interests in subsidiaries that do not result in the Group losing control over the subsidiaries are accounted for as equity transactions. The carrying amounts of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognised directly in equity and attributed to owners of the Company. When the Group loses control of a subsidiary, a gain or loss is recognised in profit or loss and is calculated as the difference between (i) the aggregate of the fair value of the consideration

received and the fair value of any retained interest and (ii) the previous carrying amount of the assets (including goodwill), and liabilities of the subsidiary and any non-controlling interests. All amounts previously recognised in other comprehensive income in relation to that subsidiary are accounted for as if the Group had directly divested the related assets or liabilities of the subsidiary (i.e. reclassified to profit or loss or transferred to another category of equity as specified/permitted by applicable IFRSs). The fair value of any investment retained in the former subsidiary at the date when control is lost is regarded as the fair value on initial recognition for subsequent accounting under IFRS 9, when applicable, regarded as the cost on initial recognition of an investment in an associate or a joint venture.

Business combinations

The Company applies the acquisition method to account for business combinations.

The consideration transferred for the acquisition of a subsidiary is the fair value of the assets transferred, the liabilities incurred to the former owners of the acquiree and the equity interests issued by the Company. The consideration transferred includes the fair value of any asset or liability resulting from a contingent consideration arrangement. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are measured initially at their fair value at the acquisition date. Identifiable assets acquired and liabilities and contingent liabilities assumed in an acquisition are measured initially at their fair values at the acquisition date. The Company recognises any non-controlling interest in the acquiree on an acquisition-by-acquisition basis, either at fair value or at the non-controlling interest's proportionate share of the recognised amounts of the acquiree's identifiable net assets.

Acquisition-related costs are expensed as incurred.

Any contingent consideration to be transferred by the Company is recognised at fair value at the acquisition date. Subsequent changes to the fair value of the contingent consideration that is deemed to be an asset or liability is recognised either in profit or loss or as a change to other comprehensive income. Any contingent consideration classified as equity is not re-measured and its subsequent settlement is accounted for within equity.

Goodwill is initially measured as the excess of the aggregate of the consideration transferred and the fair value of non-controlling interest over the net identifiable assets acquired and liabilities assumed. If this consideration is lower than the fair value of the net assets of the subsidiary acquired, the difference is recognised in profit or loss.

Inter-company transactions

Inter-company transactions, balances, income and expenses on transactions between group companies are eliminated. Profits and losses resulting from intercompany transactions that are recognised in assets are also eliminated. The financial figures reported by the subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Company.

Investments in associates and joint ventures

An associate is an entity over which the Group has the ability to exercise significant influence. Significant influence is the power to participate in the financial and operating policy decisions of the investee but is not control or joint control over those policies. In assessing significant influence, the Group takes into account the effects of current voting rights, potential voting rights and other qualitative factors that may indicate significant influence.

A joint venture is a joint arrangement whereby the parties that have joint control of the arrangement have rights to the net assets of the joint arrangement. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing control.

The results and assets and liabilities of associates or joint ventures are incorporated in these consolidated financial statements using the equity method of accounting, except when the investment, or a portion thereof, is classified as held for sale, in which case it is accounted for in accordance with IFRS 5. Under the equity method, an investment in an associate or a joint venture is initially recognised in the consolidated statement of financial position at cost and adjusted thereafter to recognise the Group's share of the profit or loss and other comprehensive income of the associate or joint venture. When the Group's share of losses of an associate or a joint venture exceeds the Group's interest in that associate or joint venture (which includes any long-term interest that, in substance, form part of the Group's net investment in the associate or joint venture), the Group discontinues recognising its share of further losses. Additional losses are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate or joint venture.

An investment in an associate or a joint venture is accounted for using the equity method from the date on which the investee becomes an associate or a joint venture. On acquisition of the investment in an associate or a joint venture, any excess of the cost of the investment over the Group's share of the net fair value of the identifiable assets and liabilities of the investee is recognised as goodwill, which is included within the carrying amount of the investment. Any excess of the Group's share of the net fair value of the identifiable assets and liabilities over the cost of the investment, after reassessment, is recognised immediately in profit or loss in the period in which the investment is acquired.

The requirements of IAS 36 are applied to determine whether it is necessary to recognise any impairment loss with respect to the Group's investment in an associate or a joint venture which are not part of the net investment. When necessary, the entire carrying amount of the investment (including goodwill) is tested for impairment in accordance with IAS 36 Impairment of Assets as a single asset by comparing its recoverable amount (higher of value in use and fair value less costs of disposal) with its carrying amount. Any impairment loss recognised forms part of the carrying amount of the investment. Any reversal of that impairment loss is recognised in accordance with IAS 36 to the extent that the recoverable amount of the investment subsequently increases.

The Group discontinues the use of the equity method from the date when the investment ceases to be an associate or a joint venture, or when the investment is classified as held for sale. When the Group retains an interest in the former associate or joint venture and the retained interest is a financial asset, the Group measures the retained interest at fair value at that date and the fair value is regarded as its fair value on initial recognition in accordance with IFRS 9. The difference between the carrying amount of the associate or joint venture at the date the equity method was discontinued, and the fair value of any retained interest and any proceeds from divesting a part interest in the associate or joint venture is included in the determination of the gain or loss on disposal of the associate or joint venture. In addition, the Group accounts for all amounts previously recognised in other comprehensive income in relation to that associate or joint venture on the same basis as would be required if that associate or joint venture had directly divested the related assets or liabilities. Therefore, if a gain or loss previously recognised in other comprehensive income by that associate or joint venture were to be reclassified to profit or loss on the disposal of the related assets or liabilities, the Group reclassifies the gain or loss from equity to profit or loss (as a reclassification adjustment) when the equity method is discontinued.

The group continues to use the equity method when an investment in an associate becomes an investment in a joint venture or an investment in a joint venture becomes an investment in an associate. There is no remeasurement to fair value upon such changes in ownership interests.

When the Group reduces its ownership interest in an associate or a joint venture but the Group continues to use the equity method, the Group reclassifies to profit or loss the proportion of the gain or loss that had previously been recognised in other comprehensive income relating to that reduction in ownership interest if that gain or loss were to be reclassified to profit or loss on the disposal of the related assets or liabilities.

When a group entity transacts with an associate or a joint venture of the Group, profits and losses resulting from the transactions with the associate or joint venture are recognised in the Group's consolidated financial statements only to the extent of interests in the associate or joint venture that are not related to the Group.

4.5 SEGMENT REPORTING

Operating segments are reported in a manner consistent with the internal reporting provided to the chief operating decision-maker. The chief operating decision-maker, who is responsible for allocating resources and assessing performance of the operating segments, has been identified as the Executive Board, which makes strategic decisions.

The operating segments are described in note 21 and the cash generating units are described in note 9.

4.6 FOREIGN CURRENCY TRANSLATION

(a) Functional and presentation currency

Items included in the financial statements of each of the group's entities are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The consolidated financial statements are presented in 'Euro' (€), which is the group's presentation currency.

(b) Transactions and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions or valuation where items are re-measured.

Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the consolidated statement of comprehensive income. Foreign exchange gains and losses are presented in the consolidated statement of comprehensive income under 'financial income or expenses'.

(c) Financial statements of foreign operations

The assets and liabilities of foreign operations (accounted for in the result), including goodwill and fair value adjustments arising on consolidation, are translated to Euros at the exchange rates prevailing at the balance sheet date. The revenues and expenses of foreign operations are translated to Euros at average rates. Foreign exchange differences arising on translation are recognised directly in a separate component of equity. Foreign exchange gains and losses arising from a monetary item receivable from or payable to a foreign operation, the settlement of which is neither planned nor likely in the foreseeable future, are considered to form part of a net investment in a foreign operation and are recognised directly in equity in the translation reserve. When a foreign operation is divested, in part or in full, the relevant amount in the translation reserve is transferred to the statement of comprehensive income.

4.7 PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment is stated at historical cost less depreciation and impairments. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. The carrying amount of the replaced part is derecognised. All other repairs and maintenance are charged to the consolidated statement of comprehensive income during the financial period in which they are incurred.

Depreciation on property, plant and equipment is calculated using the straight-line method to allocate their cost or revalued amounts to their residual values over their estimated useful lives, as follows:

- Computer equipment 5 years
- Furniture, fittings and other equipment 5 years

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

Property, plant and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised within 'Other operating expenses' in the consolidated statement of comprehensive income.

4.8 GOODWILL

Goodwill arises on the acquisition of subsidiaries and associates and represents the excess of the consideration transferred over the Company's interest in net fair value of the net identifiable assets, liabilities and contingent liabilities of the acquiree and the fair value of the non-controlling interest in the acquiree.

For the purpose of impairment testing, goodwill acquired in a business combination is allocated to each of the cash-generating units (CGUs), or groups of CGUs that are expected to benefit from the synergies of the combination. Each unit or group of units to which the goodwill is allocated represents the lowest level within the entity at which the goodwill is monitored for internal management purposes.

Goodwill impairment reviews are undertaken annually or more frequently if events or changes in circumstances indicate a potential impairment. The carrying value of goodwill is compared to the recoverable amount, which is the higher of value in use and the fair value less costs to sell. Any impairment is recognised immediately as an expense and is not subsequently reversed.

Upon the disposal of the relevant CGU, the attributable amount of goodwill is included in the determination of the profit or loss on disposal.

4.9 OTHER INTANGIBLE ASSETS

Software and licenses

Capitalised software and licenses are stated at historical cost less amortisation and impairments. Historical cost includes expenditure that is directly attributable to the acquisition of the items. Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. The carrying amount of the replaced part is derecognised. All other repairs and maintenance are charged to the consolidated statement of comprehensive income during the financial period in which they are incurred.

Amortisation is calculated using the straight-line method to allocate their cost or revalued amounts to their residual values over their estimated useful lives of five to eight years. The residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount exceeds its estimated recoverable amount.

Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognised within 'Other operating expenses' in the consolidated statement of comprehensive income.

Order backlog

Order backlog includes all signed customer contracts that have not been recognised as revenue as per the acquisition date of acquired entities and which have been valued as a result of the Purchase Price Allocation. The order backlog is amortised over the period in which the contracts (services and projects) have been delivered.

Customer relations

Customer relations are recorded at fair value at initial recognition as a result of the Purchase Price Allocation of acquired entities and are amortised over an anticipated life of five to fifteen years from the acquisition date.

Brand names

Brand names are recorded at fair value at initial recognition as a result of the Purchase Price Allocation of acquired entities and are amortised over an anticipated life from the acquisition date.

Product development

The Company expenses all research costs as they are incurred. Expenditure on development activities, whereby research findings are applied to a plan for the production of new or substantially improved products and processes, is capitalised as an intangible asset if the product or process is technically and commercially feasible and the Company has sufficient resources, the intention to complete development and a launching customer and/or a potential other investor has been identified. The development expenditure capitalised comprises all directly attributable costs (including the cost of materials and direct labour). Other development expenditure is recognised in the consolidated statement of comprehensive income. Capitalised development expenditure is stated at cost less accumulated amortisation and impairment losses. Amortisation of capitalised development expenditure is charged to the consolidated statement of comprehensive income on a straight-line basis over the estimated useful lives of the intangible assets.

Impairment of other intangible assets

Other intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less sales costs and value in use. For the purpose of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows (CGUs). Intangible assets other than goodwill ('other intangible assets') that have been impaired are reviewed for possible reversal of the impairment at each reporting date.

4.10 FINANCIAL ASSETS

Classification and Measurement

Initial recognition of financial assets is at fair value. In order to determine the classification and subsequent measurement of the financial assets, the business model and contractual cash flow characteristics of the financial asset need to be taken into account.

(Convertible) loans are initially recognised at fair value including transaction costs, if any. Subsequently, depending on the business model and SPPI. (Convertible) loans are measured as follows:

- (convertible) loans that are held-to-collect and pass the SPPI test are measured at amortised cost;
- (convertible) loans that fail the SPPI test irrespective of the business model are measured at fair value through profit and loss. Potential embedded derivatives included in the (convertible) loan shall not be bifurcated and the value of the option is included in the fair value determination.

The valuation technique used to value the convertible loans at fair value through profit and loss is the discounted cash flow analysis. All of the fair value estimates are included in level 3 of the fair value hierarchy.

Recognition

Financial assets are recognised on the balance sheet when and only when ICT becomes a party to the contractual provisions of the transaction.

(Convertible) loans that ICT issued are recognised when issued. On initial recognition the (convertible) loans need to be classified into a financial asset category.

4.11 IMPAIRMENT OF FINANCIAL ASSETS

The group has the following types of financial assets that are subject to IFRS 9's expected credit loss model:

- trade receivables;
- debt instruments carried at amortised cost.

For trade receivables, the group applies the simplified approach, which requires expected lifetime losses to be recognised from initial recognition of the receivables. If the doubtful debtor's provision based on the measurement of possible default events within the 12 months after the reporting date is higher than the doubtful debtor's provision based on the lifetime expected credit losses derived from historic credit losses in the past 3 years, ICT records the doubtful debtor's provision based on the measurement of possible default events within 12 months after the reporting date.

ICT assesses on a forward looking basis the expected credit losses associated with its debt instruments carried at amortised cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk. For the credit risk disclosure see note 6.

4.12 TRADE AND OTHER RECEIVABLES

Trade and other receivables are initially recognised at fair value. The fair value on initial recognition is the transaction price – i.e. the fair value of the consideration to be received being the cash amount to be received from the debtor. Subsequently, trade receivables are measured at amortised cost using the effective interest rate method less provision for impairment. If ICT recovers any amount that has been previously written off as uncollectable, then the amount is recognised in the income statement. Trade and other receivables are derecognised when the associated benefits have been realised. For example, when ICT receives cash in settlement of the receivable and has no longer any rights to receive additional cash, the receivable is derecognised.

4.13 INVENTORIES

Finished goods are stated at the lower of cost and net realisable value. The costs of purchased inventory are determined after deducting rebates and discounts. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

4.14 CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash in hand, deposits held at call with banks and other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown within borrowings in current liabilities. In the consolidated statement of cash flows, bank overdrafts are included under 'Cash at bank and in hand'.

4.15 SHARE CAPITAL AND TREASURY SHARES

ICT shares that are purchased (treasury shares), are deducted from shareholders' equity until the shares are cancelled or sold. When such equity instruments are subsequently sold, any consideration received, net of income tax effects, is included in shareholders' equity.

The price paid for sold ICT shares (treasury shares) is deducted from shareholders' equity until the shares are cancelled or sold.

The currency translation adjustment reserve is part of the legal reserves and therefore not distributable.

4.16 FINANCIAL LIABILITIES

Financial liabilities are initially recognised at fair value plus transaction costs that are directly attributable to the issue of the financial liability. After initial recognition, ICT will measure the liabilities at amortised cost using the effective interest method.

4.17 DEFERRED ACQUISITION CONSIDERATION

The deferred acquisition consideration comprise payable acquisition considerations based on purchase agreements closed and are recognised against fair value and subsequently measured at amortised cost using the effective interest method.

4.18 SHARE-BASED COMPENSATION AND LONG-TERM EMPLOYEE BENEFITS LIABILITIES

Long-term incentive plan

The fair value of the amounts payable to certain directors (executive and non-executive) in respect of the long-term incentive plan, which are intended to be settled in cash, is recognised as an expense with a corresponding increase in liabilities, over the period that the board members become entitled to payment. The liability is re-measured at each reporting date and at settlement date. Any changes in the fair value of the liability are recognised as employee benefit expenses in profit or loss.

Equity participation plans

ICT has an equity participation plan for all ICT employees with an indefinite employment contract. Once per calendar year the employee is given the opportunity to purchase ICT shares at a discount compared to the stock exchange price. Shares purchased under this plan are subject to a lock-up period of three years. A cash bonus is payable to the employee if, after a vesting period of three years, the employee is still employed at ICT. The cash bonus equals the value at vesting date of one ICT share for every four shares purchased under the scheme.

The fair value of the amounts payable to participating employees in respect of the equity participation plan, which will be settled in cash, is recognised as an expense with a corresponding increase in liabilities, over the period that the participating employees become entitled to payment. The liability is re-measured at each reporting date and at the settlement date. Any changes in the fair value of the liability are recognised as employee benefit expenses in profit or loss. The discount compared to the stock exchange price is also recognised as employee benefit expenses in profit or loss with offsetting entry towards shareholders' equity ('equity settled').

The 'Stichting Administratiekantoor Participatieplan ICT', or 'STAK', holds the depositary receipts for the shares under the equity participation plan. Depositary receipts for shares follow the share price, but have different rights. Entitlement to benefits (such as price and dividend) are identical, but legal ownership (such as voting rights) rests with the STAK board. The STAK board acts as a single shareholder and represents the votes of the employees participating in the equity participation plan.

4.19 CURRENT AND DEFERRED INCOME TAX

The tax expense for the period comprises current and deferred tax. Tax is recognised in the consolidated statement of comprehensive income, except to the extent that it relates to items recognised in other comprehensive income or directly in equity. In this case, the tax is also recognised in other comprehensive income or directly in equity, respectively.

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the balance sheet date in the countries where the Company and its subsidiaries operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Deferred income tax is recognised, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the consolidated financial statements. However, deferred tax liabilities are not recognised if they arise from the initial recognition of goodwill; deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting nor taxable profit or loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantively enacted by the balance sheet date and are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled.

Deferred income tax assets are recognised only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised.

Deferred income tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when the deferred income tax assets and liabilities relate to income taxes levied by the same taxation authority on either the same taxable entity or different taxable entities where there is an intention to settle the balances on a net basis.

4.20 EMPLOYEE BENEFITS

All pension plans of the ICT Group qualifies as defined contribution plans.

For these plans ICT Group has no other obligations than to pay a contribution into a separate entity. ICT Group has no legal or constructive obligations to pay further contributions if the fund does not hold sufficient assets to pay all employees the benefits relating to employee service in the current and prior periods. The regular contributions constitute net periodic costs for the year in which they are due and are included in employee benefit expenses.

4.21 PROVISIONS

Provisions are recognised when the Company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and the amount has been reliably estimated.

Provisions are measured at the present value of the expenditures expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the obligation. The increase in the provision due to the passage of time is recognised as interest expense.

4.22 LEASES

ICT Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, and subsequently at cost less any accumulated depreciation and impairment losses, and adjusted for certain remeasurements of the lease liability.

Right-of-use assets are measured at cost comprising of the following:

- the amount of the initial measurement of the lease liability;
- any lease payments made at or before the commencement date less any lease incentives received;
- any initial direct costs; and
- restoration costs.

Depreciation on right-of-use assets is calculated using the straight-line method to allocate their cost or revalued amounts to their residual values over their estimated useful lives, as follows:

- Properties 3-10 years
- Cars 3-5 years
- Other 4 years

The lease liability is initially measured at the present value of the lease payments that will be paid after at the commencement date, discounted using the group's incremental borrowing rate.

The lease liability is subsequently increased by the interest cost on the lease liability and decreased by lease payments made. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, a change in the estimate of the amount expected to be payable under a residual value guarantee, or an appropriate change in the assessment of whether a purchase or extension option is reasonably certain to be exercised or a termination option is reasonably certain not to be exercised.

ICT Group has applied judgment to determine the lease term for some lease contracts in which it is a lessee that include renewal options. The assessment of whether the group is reasonably certain to exercise such options impacts the lease term, which significantly affects the amount of lease liabilities and right-of-use assets recognised.

Lease liabilities include the net present value of the following lease payments:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable;
- variable lease payments that are based on an index or a rate;
- amounts expected to be payable by the lessee under residual value guarantees;
- the exercise price of a purchase option if the lessee is reasonably certain to exercise that option; and
- payments of penalties for terminating the lease, if the lease term reflects the lessee exercising that option.

Payments associated with leases of low-value assets are recognised on a straight line basis as an expense in profit or loss. Low value assets (< € 5,000) comprise IT-equipment and small items of office furniture.

4.23 TRADE PAYABLES

Trade payables are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Accounts payable are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). If not, they are presented as non-current liabilities.

Trade payables are initially recognised at fair value and subsequently measured at amortised cost using the effective interest method.

4.24 REVENUE RECOGNITION

Revenue is measured at the transaction price of the performance obligation satisfied and represents amounts receivable for services and goods provided, stated net of discounts and value added taxes.

The Company recognises revenue when (or as) the entity satisfies a performance obligation by transferring a promised good or service to a customer.

ICT recognises revenue upon the satisfaction of performance obligations, which occurs when control of the good or service transfers to the customer. Control can transfer at a point in time or over time. Control refers to the customer's ability to direct the use of, and obtain substantially all of the remaining benefits from, an asset. It also includes the ability to prevent other entities from directing the use of, and obtaining the benefits from, an asset.

For the recognition of the performance obligations at a point in time or over time, ICT first evaluates at inception of the contract whether it transfers control over time, and if not, then it transfers control at a point in time. If one of the criteria of IFRS 15.35 is met, then control is transferred over time and hence revenue is recognised according to the pattern of transfer of control. Based on ICT's project portfolio all criteria as recorded in IFRS 15.35 are applied.

For each performance obligation that is satisfied over time, ICT applies a single method of measuring progress toward complete satisfaction of the obligation; the input method.

For fixed price projects this would generally result in the following costs incurred:

- i) Labour: based on actual time (hours) spend.
- ii) Materials and licenses: based on costs incurred once installed or delivered to the customer (materials and licenses not yet installed or delivered are recorded as inventory). In addition cost of materials and licenses that have been delivered to the client, but have not yet been installed, used or applied during the contract performance are excluded from the progress calculation (cost-to-cost), unless these materials and licenses are specifically attributed to the contract (e.g. everything that cannot be used in another contract).

Progress is measured based on costs incurred for hours spent and materials and licenses delivered, compared to the total estimated costs of the project. To determine revenue for the current period, revenue recognised in previous periods is deducted from revenue as calculated above. The actual cost for hours spent is the actual hours at the actual hourly rate of the respective employee.

For time and material projects revenues are recognised in the accounting period in which the hours are made and control over the materials is transferred.

Service revenues are recognised in the accounting period in which the services are rendered.

When the outcome of a fixed price project cannot be estimated reliably, project revenue is recognised only to the extent of project costs incurred that are likely to be recoverable. Warranty costs and project losses are recognised immediately. Warranties related to software solutions, if any, are of a short-term nature.

In case of fixed-price projects, the customer pays the fixed amount based on a payment schedule. If the related services rendered by the company exceed the payment, revenue to be invoiced ('the contract assets') is recognised. If the payments exceed the related services rendered, a contract liability is recognised.

Some contracts include multiple deliverables, such as delivering a software solution and maintenance. The maintenance could be performed by another party separate from the delivering of the software solution. Therefore, the maintenance is accounted for as a separate performance obligation. Where the contracts include multiple performance obligations, the transaction price will be allocated to each performance obligation based on the stand-alone selling prices. Where these are not directly observable, they are estimated based on expected cost plus margin.

Revenue recognition for licenses which are not part of a fixed price project or are a separate performance obligation, is assessed on an individual basis. Revenues of right to use licenses are recognised at a point in time. Licenses based on in- or outputs (e.g. per week, month, quarter, year) are recognised overtime.

4.25 OPERATING EXPENSES

Expenses arising from the Company's business operations are accounted for as operating expenses in the year incurred. Losses are recognised as soon as they are foreseen.

4.26 DEPRECIATION AND AMORTISATION

Depreciation of property, plant and equipment and amortisation of intangible assets other than goodwill (software and licenses, customer relations, order backlog, brand names and development costs) is calculated on the basis of fixed percentages of the acquisition value less any residual values based on expected useful economic lives.

4.27 INTEREST INCOME

Interest income is recognised using the effective interest method. When a loan and receivable is impaired, the Company reduces the carrying amount to its recoverable amount, being the estimated future cash flow discounted at the original effective interest rate of the instrument, and continues unwinding the discount as interest income. Interest income on impaired loan and receivables is recognised using the original effective interest rate.

4.28 DIVIDEND INCOME

Dividend income is recognised when the right to receive payment is established.

4.29 DIVIDEND DISTRIBUTION

Dividend distribution to the Company's shareholders is recognised as a liability in the Company's financial statements in the period in which the dividends are approved by the Company's shareholders.

4.30 RESULT FROM JOINT VENTURES

Results from joint ventures are recognised as the net profit or loss after income tax.

4.31 RESULT FROM ASSOCIATES

Results from associates are recognised as the net profit or loss after income tax.

4.32 ACCOUNTING PRINCIPLES FOR DETERMINING THE CONSOLIDATED CASH FLOW STATEMENT

The cash flow statement is drawn up using the direct method. Receipts and expenses related to interest and corporate income tax are included in the cash flows from operating activities. Dividends paid are included in the cash flows from financing activities.

5. CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

In preparing the financial statements, management has to make certain judgments, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, revenue and expenses. The actual outcome may differ from these judgments, estimates and assumptions. Judgments, estimates and assumptions are reviewed on an ongoing basis and are based on historical experience and various other factors, including expectations about future events, which are believed to be reasonable under the circumstances. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

COVID-19

During 2020 the worldwide Covid-19 pandemic impacted our markets and customers. The short-term impact on our business performance and continuity was limited in 2020. However, given the pandemic's far-reaching geographical impact and the uncertainty regarding its scale and duration, we continue to monitor the effects of Covid-19 on our business and adjust our responses accordingly.

The effects of Covid-19 are taken into account in our assumptions and estimates resulting in discounted cash flows projections in the yearly goodwill impairment testing of the CGU's. We concluded that no impairment is applicable.

Covid-19 does not have an effect on ICT's ability to act as a going concern entity.

Accounting estimates and judgments

The Company considers the following accounting policies, judgments, estimates and assumptions as critical:

Measurement of fixed price projects

The use of the percentage-of-completion method (over time recognition) requires the Company to measure the progress of the services performed to date as a proportion of the total services to be performed as far as the progress to which services were performed on the balance sheet date can be determined reliably and the incurred expenses to complete the transaction can be estimated reliably. ICT applies a single method of measuring progress toward complete satisfaction of the obligation; the input method.

In the event of circumstances that interfere with the initially estimated revenue, costs or planned activities, estimates will be revised. These revisions might influence future revenue or costs. These revisions are processed in the period in which the circumstances that lead to changed estimates arise.

If the result of an ongoing project on behalf of third parties cannot be estimated reliably, income shall only be accounted for up to the project costs incurred, insofar as they are probable to be covered by the project income.

Acquisitions and fair value estimates

Goodwill arising from the acquisition of a business is valued at cost upon initial recognition, this being the difference between the cost of the business and the interest of the Company in the net fair value of the identifiable assets, liabilities and contingent liabilities.

The individual valuation of the identifiable assets, liabilities and contingent liabilities involves estimates (such as the expected cash flows and the discount factor).

Impairment review of goodwill

The Company performs an annual impairment test on goodwill. The recoverable amounts of cash-generating units (CGUs) have been determined based on value-in-use calculations. These calculations require the use of estimates on expected future cash flows, the CGU and the discount factor. The free cash flow projections and key assumptions are subject to risks and uncertainties that could cause future results to differ materially from current expectations. Our FTE and revenue (productivity and tariff) growth rates are primarily driven by market demand, which could be impacted by a deterioration in macro-economic conditions or lower demand from our clients. Additionally, the assumptions for the discount rate are based on those for comparable companies and are driven by market conditions. Changes in these measures could have an impact on the value in use of the CGUs.

See note 9 for information on goodwill impairment tests and key assumptions used.

6. FINANCIAL RISK MANAGEMENT, OBJECTIVES AND POLICIES

General

The Company's activities expose it to a variety of financial risks: market risk (including currency risk, fair value interest rate risk, cash flow interest rate risk and price risk), credit risk and liquidity risk. Company policy is geared towards managing these risks, insofar as relevant. The Executive Board has overall responsibility for the establishment and oversight of the Company's risk management. The Company has established risk management policies to identify and analyse the risks faced by the Company, to set appropriate risk limits and controls, and to monitor risks and adherence to the aforesaid limits. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Company's activities. The Company, through its management standards and procedures, aims to develop a disciplined and constructive control environment in which all employees understand their role and obligations.

The Audit Committee oversees how management monitors compliance with the Company's risk management policies and procedures and reviews the adequacy of risk management in relation to the risks faced by the Company.

The Company does not have significant exposure to financial risks associated with derivatives. The Company is primarily exposed to financial risks with regards to its working capital. In addition, the Company's financial instruments are primarily measured at amortised cost, with the exception of the share purchase liability, which is measured at fair value.

a) Fair value risk

The Company has no significant exposure to changes in the fair value of its financial instruments. The financial instruments measured at fair value are the share purchase liability for key management personnel and employees, and the deferred acquisition liability. Management has no formal objective or policies for managing this financial risk, because the risk is considered to be limited.

b) Interest rate risk

ICT considers interest rate risks to be limited because the Company's results are not materially sensitive to changes in market interest rates on the Company's interest-bearing debts. Furthermore the Company has no significant amount of interest-bearing financial assets. Management has no formal objective or policies for managing this financial risk, because the risk is considered to be limited.

Sensitivity analysis	Change	Impact	On	Assumption
Interest rate	+ 100 bps	+ € 0.2 million	Financial charges	Average net debt 2020
Interest rate	+ 250 bps	+ € 0.5 million	Financial charges	Average net debt 2020

c) Currency risk

The Company is not exposed to any significant currency risks. Virtually all transactions are conducted in Euros and the Company does not have significant operations in non-Euro countries except for Bulgaria and Sweden. The Company's results are not sensitive to changes in currency exchange rates. Management has no formal objective or policies for managing this financial risk, because the risk is considered to be limited.

d) Credit risk

Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations. Credit risk arises from cash and cash equivalents, deposits with banks and financial institutions, as well as credit exposures to customers, including outstanding receivables and committed transactions. The Company's objective is to minimise its credit risk. The Company's exposure to credit risk is primarily influenced by the individual characteristics of each customer. New customers are analysed individually for creditworthiness before payment terms and conditions are offered. The Company's review may include external ratings, the services of a credit insurance institution where relevant and available, and in some cases bank references. In addition ICT has a global credit insurance for all group companies.

No significant losses have occurred during the last few years and ICT assesses the credit risks to which it is exposed as lower than average because of the good reputation and the creditworthiness of most of its clients. For transactions with banks and other financial institutions, only parties with a good creditworthiness are accepted, significantly reducing the credit risk on monetary assets.

The Company has one customer that accounts for between 14% and 16% (2019: 13% and 15%) of the Company's annual revenues. This customer has a credit rating of A3 (Moody's). There have been no collectability issues with respect to this client. The Company establishes a provision for doubtful receivables that represents its estimate of incurred losses in respect of outstanding receivables with customers. See note 14 of the financial statements for further disclosures on credit risk.

e) Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset. The Company's approach to managing liquidity is to ensure, as far as possible, that it always has sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Company's reputation.

The Company performs periodic cash flow forecasting to monitor the Company's liquidity requirements. This is performed to ensure it has sufficient funds to meet operational needs while maintaining sufficient headroom on its undrawn committed borrowing at all times, so that the Company does not breach borrowing limits or covenants (where applicable) on any of its borrowing facilities. The cash flow forecasts take into consideration any debt financing, if relevant, and covenant compliance.

The Company's liquidity risk is considered to be low given its reasonable cash position and the positive net working capital. However, the Company also has high so-called operational leverage, which involves a risk that makes a cash buffer desirable.

In 2020 ICT extended its credit facilities from € 40.0 million to € 50.0 million in total. The working capital credit facility (facility A) is € 12.5 million (2019: € 12.5 million) and the acquisition credit facility (facility B) € 35.0 million (2019: € 25.0 million). The guarantee facility is unchanged € 2.5 million.

At year-end 2020 ICT had called on the acquisition facility (facility B) for the amount of € 16.7 million (31 December 2019: € 20.0 million) and had not used the working capital credit facility (facility A).

The covenant requirements include a Senior Net Debt to EBITDA ratio (max. 3.5), an asset cover test, a revenue cover test and a clean down period of three consecutive business days per year. In 2020 and as per 31 December 2020, the Company complied with all quarterly and annual bank covenant requirements.

The table below divides the Company's non-derivative financial liabilities into the relevant maturity groupings based on the remaining period to the contractual maturity date at the balance sheet date. The amounts disclosed in the table are the contractual undiscounted cash flows:

Financial liabilities (x € 1,000)	31 December 2020		
	Less than 3 months	3 months to 1 year	1-5 years
Trade payables	4,795	-	-
Corporate income tax payable	577	-	-
Other taxes and social security premiums	9,279	-	-
Deferred acquisition consideration *)	300	98	3,845
Other current liabilities	-	16,333	-
Acquisition financing (Long and short term loans *)	1,634	4,053	11,006
Total	16,585	20,484	14,851

*) Balances as reported per year-end plus interest to be unwinded till settlement date (total expected cash outflow).

Financial liabilities (x € 1,000)	31 December 2019		
	Less than 3 months	3 months to 1 year	1-5 years
Trade payables	5,837	-	-
Corporate income tax payable	86	-	-
Other taxes and social security premiums	8,996	-	-
Deferred acquisition consideration *)	-	1,040	4,391
Other current liabilities	-	13,139	-
Acquisition financing (Long and short term loans *)	1,709	5,091	13,737
Total	16,628	19,270	18,128

*) Balances as reported per year-end plus interest to be unwinded till settlement date (total expected cash outflow).

f) Capital management

The Executive Board's policy is to maintain a strong capital base in order to retain investor, creditor and market confidence and to sustain future development of the business. Capital consists primarily of share capital, share premium, currency translation reserve, legal reserve and retained earnings. With regards to capital management, the Company strives to retain sound solvency and liquidity levels.

7. PROPERTY, PLANT AND EQUIPMENT

The following table shows the movement of the property, plant and equipment for the years presented:

(x € 1,000)	2020			2019		
	Computer equipment	Other tangible fixed assets	Total	Computer equipment	Other tangible fixed assets	Total
Cost						
1 January	3,822	5,296	9,118	3,228	4,777	8,005
Arising on acquisition	1	-	1	22	141	163
Divestments	52	21	73	(34)	(24)	(58)
Additions	552	398	950	606	402	1,008
Transfers	65	(65)	-	-	-	-
31 December	4,492	5,650	10,142	3,822	5,296	9,118
Accumulated depreciation						
1 January	(2,250)	(3,213)	(5,463)	(1,677)	(2,310)	(3,987)
Depreciation (arising on acquisition)	-	-	-	(6)	(84)	(90)
Divestments	(52)	(32)	(84)	10	18	28
Depreciation	(657)	(706)	(1,363)	(577)	(837)	(1,414)
Transfers	(36)	36	-	-	-	-
31 December	(2,995)	(3,915)	(6,910)	(2,250)	(3,213)	(5,463)
Net book value 1 January	1,572	2,083	3,655	1,551	2,467	4,018
Net book value 31 December	1,497	1,735	3,232	1,572	2,083	3,655

No leased items are included in property, plant and equipment. Residual values are considered to be zero. The carrying amount approximates the estimated fair value of the assets.

Other tangible fixed assets mainly include furniture, fittings and other equipment.

8. RIGHT OF USE ASSETS AND LEASES LIABILITIES

The Group leases buildings, IT equipment and cars. The lease of buildings typically run for a period between 5 and 10 years, with an option to renew the lease after that date. Lease payments are renegotiated at every renewal to reflect market rentals. The lease of buildings provide for additional rent payments that are based on changes in local price indices.

The car leases typically run for a period between 3 and 5 years. The car leases provide for additional payments that are based on deviations from the original average number of kilometres of the car lease and changes in local price indices related to insurance and replacement transport.

Payments associated with leases of low-value assets are recognised on a straight line basis as an expense in profit or loss. Low value assets comprise IT-equipment and small items of office furniture.

Information about leases for which the Group is a lessee is presented below.

Right-of-use assets (x € 1,000)				2020
	Properties	Lease cars	Other	Total
1 January	8,176	4,729	229	13,134
Additions to right-of-use assets	4,240	4,358	3	8,601
Depreciation charge for the year	(2,622)	(2,884)	(76)	(5,582)
Derecognition of right-of-use assets	(170)	(667)	(7)	(844)
31 December	9,624	5,536	149	15,309
Net book value 1 January	8,176	4,729	229	13,134
Net book value 31 December	9,624	5,536	149	15,309

Right-of-use assets (x € 1,000)				2019
	Properties	Lease cars	Other	Total
1 January	8,364	4,351	183	12,898
Additions to right-of-use assets	2,107	3,431	121	5,649
Depreciation charge for the year	(2,069)	(2,664)	(69)	(4,802)
Derecognition of right-of-use assets	(226)	(389)	(6)	(621)
31 December	8,176	4,729	229	13,134
Net book value 1 January	8,364	4,351	183	12,898
Net book value 31 December	8,176	4,729	229	13,134

Lease liabilities (x € 1,000)	31 December 2020	31 December 2019
Non-current liabilities	10,245	8,488
Current liabilities	5,078	4,617
Total lease liabilities	15,323	13,105

At 31 December 2020 € 0.4 million of the non-current liabilities pertains to longer than 5 years (31 December 2019 € 1.0 million).

Amounts recognized in profit or loss (x € 1,000)	2020	2019
Leases under IFRS 16		
Interest on lease liabilities	130	57
Expenses related to short-term leases	9	140
Expenses related to low value assets, excluding short-term leases	228	74

Amounts recognized in statement of cash flows		
Lease liabilities		
(x € 1,000)	2020	2019
Total cash outflow for service costs related to leases	3,404	3,203
Total cash outflow for payment of lease liabilities	5,678	4,936
Total recognised in statement of cash flows	9,082	8,139

Extension options

Some property leases contain extension options exercisable by the Group. Where practicable, the Group seeks to include extension options in new leases to provide operational flexibility. The extension options held are exercisable only by the Group and not by the lessors. The Group assesses at each external reporting date whether it is reasonably certain that the extension options will be exercised.

The Group has estimated that the potential future lease payments, should it exercise the extension option, would result in an increase in lease liability of € 437 (31 December 2019: € 833 thousand.)

9. GOODWILL

The movements in goodwill can be summarised as follows:

(x € 1,000)	2020	2019
At 1 January		
Cost	43,537	34,951
Accumulated impairment	(6,080)	(6,080)
Net book value	37,457	28,871
Movement in cost		
Arising on acquisition	682	9,063
Divestment	-	(477)
	682	8,586
Impairment losses		
Impairment charges	-	-
	-	-
At 31 December		
Cost	44,219	43,537
Accumulated impairment	(6,080)	(6,080)
Net book value	38,139	37,457

Of the goodwill arising from acquisitions in 2020 € 641 thousand relates to Esprit and € 41 thousand to UP2 Ltd.

Of the goodwill arising from acquisitions in 2019 relates to € 5,732 thousand Additude Sweden, € 199 thousand to BNV, € 485 thousand to Kodar, € 175 thousand to UP2 and € 2,472 thousand to Proficium. The divested goodwill in 2019 pertains to the sale of Raster Products B.V.

For the purpose of impairment testing, goodwill is allocated to CGUs, which represent the lowest level within the Company at which the goodwill is monitored for internal management purposes. This is not higher than the Company's operating segments as reported in note 21. The following CGUs have goodwill allocated as at 31 December 2020:

Goodwill (x € 1,000)	31 December 2020	31 December 2019
Engineering R&D	3,516	3,516
Industrial Automation	10,331	10,331
Infra / Mobility	11,279	11,279
Healthcare Technology	2,329	2,329
Bulgaria	1,711	1,670
Sweden	5,732	5,732
Other	3,241	2,600
Clusters consolidated	38,139	37,457

The aggregated goodwill reported under 'Other' amounting to € 3.2 million mainly relates to Improve (€ 2.2 million). The remaining amount relates to other individual legal entities which are considered as a separate CGU for goodwill impairment testing. Impairment testing for these entities did not result in an impairment.

Impairment test

The recoverable amounts of the cash-generating units (CGUs) have been determined based on value-in-use calculations. These calculations use post-tax cash flow projections based on a five year business and financial plan with 2020 as the first year. The value-in-use is calculated as the net present value of the estimated post-tax cash flow projections for each CGU, subject to the key assumptions stated below.

Key assumptions

Post-tax cash flow projections in the value-in-use calculation are mainly dependent on the development of the revenue growth rate and the profitability, as represented by the EBIT margin. Management estimated these assumptions based on past performance and its expectations of market developments.

For the estimated growth rates used, we refer to the table below.

The growth rate is based on long-term market price trends adjusted for ICT's actual experience. The weighted average pre-tax and post-tax discount rates, the key assumptions (weighted average over the management forecast and forecast periods) per CGU used for the value-in-use calculations and the terminal value growth rates are as follows:

	Engineering R&D	Industrial Automation	Infra / Mobility	Healthcare Technology Solutions	Bulgaria	Sweden	Other	Improve
WACC pre-tax: 2020	13.1%	13.1%	13.1%	13.1%	13.2%	12.6%	13.1%	13.1%
WACC pre-tax: 2019	12.8%	12.8%	12.8%	12.8%	13.5%	16.8%	12.8%	12.8%
WACC post tax: 2020	9.8%	9.8%	9.8%	9.8%	11.9%	9.8%	9.8%	9.8%
WACC post tax: 2019	10.0%	10.0%	10.0%	10.0%	12.1%	13.3%	10.0%	10.0%
Management forecast								
Forecast period (in years)	5	5	5	5	5	5	5	5
Revenue growth rate (avg.)	2.7%	1.6%	6.0%	(0.9)%	4.2%	3.2%	7.6%	9.5%
EBIT margin improvement (absolute)	(4.6)%	(0.1)%	5.1%	23.7%	(7.8)%	7.0%	24.0%	15.9%
Terminal period								
Growth rate 2020	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Growth rate 2019	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%

Impairment analysis results

The carrying value and headroom per CGU (after goodwill impairment) can be specified as follows:

(x € 1 million)	Engineering R&D	Industrial Automation	Infra / Mobility	Healthcare Technology Solutions	Bulgaria	Sweden	Other	Improve
Carrying value	16.7	22.4	25.1	5.3	7.1	9.6	7.8	2.6
Value in use	41.1	33.4	47.8	5.6	25.1	10.4	10.2	4.4
Headroom	24.4	11.0	22.7	0.3	18.0	0.8	2.4	1.8

The impairment analyses in 2019 and in 2018 did not result in an impairment.

Sensitivity analysis

The impairment analysis for the goodwill allocated to the clusters shows headroom between the CGUs recoverable amount and its carrying amount according to the table above. The table below shows, for each CGU, the percentage point change per key assumption resulting in a headroom of nil.

Allowed percentage point change	Engineering R&D	Industrial Automation	Infra / Mobility	Healthcare Technology Solutions	Bulgaria	Sweden	Other	Improve
Management forecast period								
Revenue growth rate	(1.6)%	(0.9)%	(1.5)%	(0.1)%	(3.2)%	(0.1)%	(0.4)%	(1.4)%
EBIT margin deterioration (basis points)	(5.4)%	(3.2)%	(5.0)%	(0.4)%	(10.1)%	(0.5)%	(1.4)%	(4.4)%
Discount rate (WACC)	19.3%	5.7%	7.9%	0.5%	44.0%	0.8%	2.2%	6.3%

10. OTHER INTANGIBLE ASSETS

The following table shows the movement of the other intangible assets for the years presented:

	2020						2019					
	Software and licenses	Development costs	Customer relations	Order backlog	Other intangible assets	Total	Software and licenses	Development costs	Customer relations	Order backlog	Other intangible assets	Total
(x € 1,000)												
Cost												
1 January	8,878	5,437	19,118	2,516	3,622	39,571	7,477	1,498	14,201	1,608	2,547	27,331
Arising on acquisition	-	-	-	320	-	320	1,060	2,373	4,917	908	680	9,938
Additions	26	2,500	-	-	205	2,731	359	1,566	-	-	395	2,320
Disposals	-	-	(26)	-	(34)	(60)	(18)	-	-	-	-	(18)
31 December	8,904	7,937	19,092	2,836	3,793	42,562	8,878	5,437	19,118	2,516	3,622	39,571
Accumulated amortisation												
1 January	(4,458)	(3,021)	(7,705)	(2,266)	(870)	(18,320)	(3,345)	(217)	(5,126)	(1,541)	(508)	(10,737)
Arising on acquisition	-	-	-	-	-	-	-	(1,966)	-	-	-	(1,966)
Amortisation	(1,227)	(1,538)	(1,911)	(410)	(477)	(5,563)	(1,116)	(838)	(2,325)	(725)	(362)	(5,366)
Disposals	5	-	-	-	21	26	3	-	(254)	-	-	(251)
31 December	(5,680)	(4,559)	(9,616)	(2,676)	(1,326)	(23,857)	(4,458)	(3,021)	(7,705)	(2,266)	(870)	(18,320)
Net book value												
1 January	4,420	2,416	11,413	250	2,752	21,251	4,132	1,281	9,075	67	2,039	16,594
Net book value												
31 December	3,224	3,378	9,476	160	2,467	18,705	4,420	2,416	11,413	250	2,752	21,251

Additions to Software and licenses and Development costs does not include software development not ready for use at 31 December 2020 and 31 December 2019.

At 31 December 2020 the other intangible assets concern the trade name of InTraffic and Additude and distribution rights.

The (average) remaining amortisation period is for:

Software and licenses	5-8 years
Development costs	3-5 years
Customer relations	5-10 years
Order backlog	in line with contracted period
Other intangible assets	5-10 years

11. INVESTMENT IN ASSOCIATES

On 31 December 2020 ICT Group N.V. has three associates: a 20% participation in LogicNets Inc., a 20% participation in SpringRivet Holding B.V. and a 15.38% participation in Greenflux Assets B.V. (2019: 14.67% participation in Greenflux Assets B.V.).

In 2020 ICT's stake in GreenFlux has increased from 14.67% to 15.38% as the number of shares held by GreenFlux's STAK was not properly communicated in the second investment round. This resulted in a profit on dilution of € 28 thousand.

The following table shows the summarised financial information of the investments in and the results from associates:

(x € 1,000)	2020				2019		
	LogicNets Inc.	GreenFlux Assets B.V.	SpringRivet Holding B.V.	Total	LogicNets Inc.	Greenflux Assets B.V.	Total
As at 1 January	-	912	-	912	-	1,159	1,159
Additions							
Profit on dilution	-	28	-	28	-	679	679
	-	28	-	28	-	679	679
Share in the profit (loss)	-	103	28	131	-	(901)	(901)
Result from associates	-	103	28	131	-	(901)	(901)
Decrease							
Intercompany profit eliminations	-	20	-	20	-	(25)	(25)
As at 31 December	-	1,063	28	1,091	-	912	912

12. DEFERRED TAX ASSETS AND LIABILITIES

Deferred tax includes differences between the carrying values and the tax base of certain assets and liabilities, resulting in temporary differences.

The movement in the deferred tax position is as follows:

	2020			2019		
	Deferred tax assets	Deferred tax liabilities	Total	Deferred tax assets	Deferred tax liabilities	Total
(x € 1,000)						
Balance as at 1 January	373	(3,912)	(3,539)	266	(3,583)	(3,317)
Charged to the balance sheet:						
Intangible fixed assets - Software	-	-	-	-	(237)	(237)
Intangible fixed assets - Customer relations	-	-	-	-	(1,055)	(1,055)
Intangible fixed assets - Order backlog	-	(80)	(80)	-	(227)	(227)
Intangible fixed assets - Other intangibles	-	-	-	-	(152)	(152)
Subtotal	-	(80)	(80)	-	(1,671)	(1,671)
Gain / (loss) charged to the income statement:						
Intangible fixed assets - Software	-	196	196	-	163	163
Intangible fixed assets - Customer relations	-	462	462	-	573	573
Intangible fixed assets - Order backlog	-	103	103	-	181	181
Intangible fixed assets - Other intangibles	-	77	77	-	75	75
Change in tax percentage	-	(416)	(416)	-	350	350
Other	255	(29)	226	107	-	107
Subtotal	255	393	648	107	1,342	1,449
Balance as at 31 December	628	(3,599)	(2,971)	373	(3,912)	(3,539)

2020

Amortisation of intangible fixed assets, which are valued as a part of a Purchase Price Allocation exercise, is not tax deductible. The increase of deferred tax liabilities in 2020 is related to the acquired intangible assets of Esprit Management & IT Services B.V.

2019

Amortisation of intangible fixed assets, which are valued as a part of a Purchase Price Allocation exercise, is not tax deductible. The increase of deferred tax liabilities in 2018 is related to the acquired intangible assets of NedMobiel and InTraffic and can be specified as follows:

Deferred tax liabilities	
(x € 1,000)	2019
Additude	(1,020)
Kodar	-
BNV	(237)
Proficium	(414)
Charged to the balance sheet	(1,671)

From the deferred tax liabilities the non-current portion amounts to € 2,720 thousand as at 31 December 2020 (31 December 2019: € 2,983 thousand).

13. OTHER FINANCIAL ASSETS

The other financial assets as at 31 December 2020 amount to € 931 thousand (2019: € 1,590 thousand). The financial assets consists for € 300 thousand of cash in an escrow account held for the deferred acquisition consideration liability to Proficium, for € 321 thousand in a convertible loan to GreenFlux and a loan to SpringRivet for € 150 thousand. The cash in escrow account held for the deferred acquisition consideration liability to Proficium and the convertible loan to GreenFlux have both a maturity of less than one year.

14. TRADE AND OTHER RECEIVABLES

Trade receivables are non-interest bearing and generally have a payment term of 30-90 days. The fair value of the trade and other receivables approximates their book value. Revenues to be invoiced, being the contract assets, also include fixed price projects (net of any current warranty and other project related accruals).

(x € 1,000)	2020	2019
Trade receivables (gross)	24,843	23,672
Less: provision for doubtful receivables	(541)	(160)
Trade receivables (net)	24,302	23,512
Receivables from affiliated companies	214	264
Revenue to be invoiced	11,134	12,123
Other receivables	1,680	1,474
Prepayments and accrued income	1,711	1,709
Balance as at 31 December	39,041	39,354

Prepayments and accrued income include € 120 thousand > 1 year (2019 € 74 thousand > 1 year).

The movement of the provision for doubtful receivables is as follows:

(x € 1,000)	2020	2019
Balance as at 1 January	160	325
Arising on acquisition	-	69
Additions	442	256
Reversed unused	(49)	(220)
Utilised	(15)	(268)
Disposals	3	(2)
Balance as at 31 December	541	160

The outstanding trade and other receivables that are not subject to impairment as per 31 December can be specified as follows:

(x € 1,000)			< 30 days	30-60 days	61-90 days	91-120	More than
	Total	Not overdue	past due	past due	past due	days past due	120 days past due
2020							
• Trade receivables	24,302	19,708	2,893	936	578	108	79
• Receivables from affiliated companies	214	108	-	-	-	-	106
• Revenue to be invoiced	11,134	11,134	-	-	-	-	-
• Other receivables	1,680	1,680	-	-	-	-	-
Total	37,330	32,630	2,893	936	578	108	185
2019							
• Trade receivables	23,512	18,274	2,763	1,215	648	219	393
• Receivables from affiliated companies	264	32	49	75	13	27	68
• Revenue to be invoiced	12,123	12,123	-	-	-	-	-
• Other receivables	1,746	1,746	-	-	-	-	-
Total	37,645	32,175	2,812	1,290	661	246	461

At 31 December 2020 the doubtful debtor's provision based on the measurement of possible default events within 12 months is higher than the doubtful debtor's provision based on the lifetime expected credit losses derived from historic credit losses in the past 3 years. Therefore, the doubtful debtor's provision based on the measurement of possible default events within 12 months is recorded. Forward looking information (e.g. economic circumstances) is included in the measurement of the doubtful debtor's provision.

For both the receivables from affiliated companies and revenue to be invoiced no expected credit losses are recorded based on historic credit loss experience. For receivables from associates, the same approach is used as for the determination of the expected credit losses for trade receivables.

The Company has no significant trade and other receivables denominated in currencies other than the Euro.

The Company does not hold any collateral as security. The maximum exposure to credit risk at the reporting date is the carrying value of each class of trade and other receivables as disclosed in the table. The fair value of the trade and other receivables approximates its fair value.

Under the Company's credit facility, ICT Group N.V., ICT Netherlands B.V., Improve Quality Services B.V., ICT Nearshoring B.V., ICT Healthcare Technology Solutions B.V., InTraffic B.V., Additude AB, Strypes Ltd. and INNOCY B.V. have pledged their current and future receivables from trading activities as collateral.

The Company's term between the satisfaction of the performance obligation and receipt was on average 65 days in 2020 (2019: 70 days). This number of days is not considered significant.

Revenue to be invoiced represents the difference between the gross project value and the billing in advance. If progress billings exceed the project value, the excess is recognised under deferred income and progress billings (under current liabilities). The breakdown of the revenue to be invoiced and deferred income and progress billings is as follows:

(x € 1,000)	2020			2019		
	Revenue recognized to date	Billings issued	Total work in progress	Revenue recognized to date	Billings issued	Total work in progress
Net project balances can be split as follows:						
Projects with (net) positive balances	19,424	(8,290)	11,134	20,603	(8,480)	12,123
Projects with (net) negative balances	8,357	(11,251)	(2,894)	268	(2,205)	(1,937)
Total	27,781	(19,541)	8,240	20,871	(10,685)	10,186

Not realised revenues from long-term projects

The following table shows not realised performance obligations resulting from fixed-price long-term software projects.

(x € 1,000)	2020	2019
Aggregate amount of the transaction price allocated to long-term software projects that are partially or fully not realised as at 31 December	15,680	17,289

Management expects that 45% will be recognised in the 2021 financial year (2019: 33% in the 2020 financial year). The remaining 55% will be recognised in next reporting periods starting from 1 January 2022. All other contracts are billed based on time incurred. As permitted under IFRS 15, the transaction price allocated to these not realised contracts is not disclosed.

Revenue recognised in relation to projects with (net) negative balances

The following table shows how much of the revenue recognised in the current reporting period relates to projects with (net) negative balances.

(x € 1,000)	31 December 2020	31 December 2019
Revenue recognised that was included in the contract liability balance at the beginning of the period	2,543	394

15. CASH AND CASH EQUIVALENTS

The cash and cash equivalents are at free disposal of the Company except for the cash on the blocked bank accounts of € 392 thousand (2018: € 345 thousand). The cash and cash equivalents consist of bank balances bearing interest in line with market interest rates. As at 31 December 2020 and 31 December 2019 bank overdrafts amount to nil. Cash and cash equivalents are measured at nominal value.

16. SHAREHOLDERS' EQUITY

Issued share capital	Number of shares	Issued share capital (x € 1,000)		
		Ordinary shares	Share premium	Total
At 1 January 2019	9,463,878	946	14,204	15,150
• Shares issued at 5 June 2019 stock dividend	101,132	10	(10)	-
At 31 December 2019	9,565,010	956	14,194	15,150
At 1 January 2020	9,565,010	956	14,194	15,150
• Shares issued at 11 September 2020	132,096	13	984	997
At 31 December 2020	9,697,106	969	15,178	16,147

The Company's authorised share capital amounts to € 3,750,000 divided into 18,700,000 ordinary shares and 18,800,000 cumulative preference shares all with a nominal value of € 0.10 per share. Both the ordinary shares and the cumulative preference shares entitle their holders to one vote per share.

Ordinary shares

2020

At 31 December 2020 the number of outstanding and fully paid-up ordinary shares amounted to 9,697,106. On 11 September 2020 ICT Group N.V. issued 132,096 new shares related to the employee share participation plan and the LTIP key management personnel benefit plan. As at 31 December 2020 there are no ordinary shares outstanding which are not fully paid up.

2019

At 31 December 2019 the number of outstanding and fully paid-up ordinary shares amounted to 9,565,010. On 5 June 2019 ICT Group N.V. issued 101,132 new shares related to the stock dividend. During 2019, 22,815 ordinary shares were purchased as treasury shares for the equity participation plan for employees. As at 31 December 2019 there are no ordinary shares outstanding which are not fully paid up.

Preference shares

No cumulative preference shares had been issued as at year end 2020 and 2019.

Holders of the preference shares are entitled to a cumulative dividend. The dividend per share is based on the nominal value of the share and the average monthly EURIBOR rate, weighted by the number of days the rate was in force, during the financial year to which the dividend relates, plus two percent. If in a given year the cumulative preference dividend was not paid out in full or in part, no dividends shall be distributed to the ordinary shareholders in subsequent years until the shortfall has recovered.

Share premium reserve

In 2020 the share premium reserve has increased by € 984,000 related to the issuance of new shares. In 2019 the share premium reserve decreased by € 10,000 related to the stock dividend.

Treasury shares

When ICT purchases own shares, the amount of the consideration paid, including directly attributable costs, is recognised as a deduction from equity. Purchased own shares are classified as treasury shares and are presented in the treasury share reserve. When treasury shares are subsequently sold, the amount received is recognised as an increase in equity treasury share reserve and the resulting surplus or deficit on the transaction is presented in retained earnings.

The changes in the number of purchased and sold treasury shares in 2019 and 2018 are shown in the following table:

Treasury shares	Number of shares	Average rate in Euros	Treasury shares (x € 1,000)	Retained earnings (x € 1,000)
At 1 January 2019	19,926	14.55	290	49
• Purchased treasury shares in 2019 for the personnel share and key management plans	22,815	13.31	304	-
• Sold treasury shares in 2019 for the personnel share and key management plans	(41,567)	12.31	(512)	-
• Profit transfer to retained earnings	-	-	(69)	(69)
At 31 December 2019	1,174	11.25	13	(20)
At 1 January 2020	1,174	11.25	13	(20)
• Purchased treasury shares in 2020 for the personnel share and key management plans	-	-	-	-
• Sold treasury shares in 2020 for the personnel share and key management plans	-	-	-	-
• (Profit / Loss) transfer to retained earnings	-	-	-	-
At 31 December 2020	1,174	11.25	13	(20)

On 31 December 2020 ICT owned 1,174 treasury shares (31 December 2019: 1,174). The average rate of the owned treasury shares per 31 December 2020 was € 11.25 (2019: € 11.25). The result on the sold treasury shares is transferred to the retained earnings.

Retained earnings

The retained earnings comprise the net results appropriated to equity less the cumulative dividends paid out of retained earnings in previous years.

Currency translation reserve

The currency translation reserve comprises all foreign exchange differences arising from the translation of the financial statements of foreign operations. Of the 2020 addition € 80 thousand is related to Additude Sweden (2019: € 4 thousand). The currency translation reserve is a legal reserve and cannot be distributed.

Legal reserve

The legal reserve is related to capitalised product development expenses, capitalised software development expenses and undistributed profits of associates.

In 2020 the amount of € 0.7 million one-off accounting gains related to 2019 has been transferred to the legal reserve. These profits are non-cash items and are non-distributable profits under Dutch law.

This reserve cannot be distributed.

17. SHARE-BASED COMPENSATION AND LONG-TERM EMPLOYEE BENEFITS LIABILITIES

A share-based compensation liability has been recognised for the estimated amount of € 482 thousand (2019: € 464 thousand), as shown in the following table:

(x € 1,000)	2020	2019
LTIP Key management personnel	187	335
LTIP Employee equity participation plan	172	147
Total	359	482

LTIP key management personnel benefit plan (accounted for in accordance with IAS 19)

The long-term incentive plan ('LTIP') is linked to the increase in earnings per share and depends on the amount of the own investment in ICT shares by the relevant key management member. Depending on the increase in earnings per share achieved over a performance period of three years, the key management members will be awarded a long-term cash bonus. Based on the short-term incentive regulation, the key management member must invest 33% of the amount of the short-term incentive in ICT shares. The investment must be made within a period of two months after the date on which the members become entitled to the amount of the short-term incentive. Purchased shares must be kept for at least three years or until the end of employment if this period is shorter. As such, the lock up period is never longer than the employment period.

In addition to this obligatory investment in ICT's shares, the key management members may annually invest a further sum of up to 33% of the fixed management fee (or fixed salary for those members that are employed instead of paid on the basis of a management contract) that was paid in the base year to which the short-term incentive relates.

If, during the three years under review after the base year, the earnings per share has achieved the set target, ICT shall pay a cash bonus equal to 100% of the amount invested in the base year. If the set target is exceeded, the cash bonus can amount up to a maximum of 150% of the invested amount. If the target is not achieved, but the earnings per share is still above or at the threshold level, then the cash bonus equals 50% - 100% of the invested amount. Below the threshold level, there is no cash bonus. The performance criteria and the threshold and maximum levels of the cash bonus are determined each year by the Supervisory Board.

As a cash bonus under this long-term incentive plan is determined solely based on the EPS performance and is not linked to the fair value or share price of the ICT shares during the lock-up period, cash bonuses under this plan are accounted for as long-term employee benefits in accordance with IAS 19. The total expense for the long-term incentive plan for key management plan amounts to negative € 202 thousand (2019: negative € 77 thousand).

In 2020 no payment is made to key management related to the long-term key management employee benefit plan (2019: nil).

LTIP employee equity participation plan (accounted for in accordance with IFRS 2)

All ICT employees with a permanent employment contract can participate in ICT's equity participation plan. Once per calendar year, the employees are given the opportunity to purchase ICT shares at a 13.5% discount on the stock exchange price. The shares have a lock-up period of three years, after which a cash bonus will be granted equal to the value of one ICT share for every four shares purchased if the employee is still working for ICT. The starting date of the first three-year vesting period was 31 December 2015, which first tranche was settled in 2018.

The fair value of the liability as at 31 December 2020 is determined based on the share price as at 31 December 2020 of € 10.70 (31 December 2019: € 11.40).

The following table provides an overview of the number of shares held by Stichting Administratiekantoor Participatieplan ICT ('the STAK') for investments made by employees under the equity participation plan:

Number of shares	2020	2019
Balance 1 January	242,716	122,082
Conversion shares key management	30,438	81,344
Purchased shares by employees during the year	114,310	56,144
Sold shares by employees during the year	(11,615)	(16,854)
Balance 31 December	375,849	242,716

As at 31 December 2020, 375,849 shares are held by the STAK (31 December 2019: 242,716 shares). The estimated cash bonus for the unsettled tranches is expensed over the vesting period, which results in a liability of € 172 thousand as at 31 December 2020 (31 December 2019: € 147 thousand). The total expense for the equity participation plan amounts to € 196 thousand (2019: € 167 thousand), of which € 135 thousand relates to the discount on the shares purchased by employees during the year (2019: € 64 thousand).

In 2020, cash bonuses were paid to participating employees for the second tranche from 2019 for an amount of € 54 thousand. In 2019, cash bonuses were paid to participating employees for the first tranche from 2018 for an amount of € 92 thousand.

18. LOANS

At year-end 2020 the Company had called on the acquisition facility (facility B) for the amount of € 16,694 thousand (2019: € 19,963 thousand). Drawings under the acquisition facility (facility B) are repayable in four years, in quarterly instalments. As at 31 December 2020 the last instalment will be in the second quarter of 2024. The quarterly instalments from the 2016 drawings amount to € 425 thousand, the quarterly instalments from the 2018 drawings amount to € 272 thousand and the quarterly instalments from the 2019 drawings amount to € 938 thousand. Consequently, an amount of € 5,688 thousand (2019: € 6,540 thousand) has been presented as short-term loans under current liabilities and an amount of € 11,006 thousand (2019: € 13,423 thousand) has been presented as long-term loans.

At year-end 2020: all loans carry a variable interest rate of 1 month EURIBOR + 1.50%.

At year-end 2019: all loans carry a variable interest rate of 1 month EURIBOR + 1.50%.

For further details on the credit facilities see to notes 6 and 31.

The carrying amount of these loans equals the fair value.

Net debt reconciliation

The net debt position as at 31 December 2020 amounts to negative € 3,573 thousand (31 December 2019: negative € 14,194 thousand). The following tables show the details and the movement of the net debt position:

(x € 1,000)	Cash and cash equivalents	Bank overdrafts	Loans (long-term)	Loans (short-term)	Total
Net debt as at 1 January 2020	5,769	-	(13,423)	(6,540)	(14,194)
Cash flows	7,352	-	2,417	852	10,621
Net debt as at 31 December 2020	13,121	-	(11,006)	(5,688)	(3,573)

19. DEFERRED ACQUISITION CONSIDERATION

With regard to the acquisition of Additude in January 2019, the deferred acquisition consideration relating to the remaining 29.45% of the shares of Additude will be payable as following:

- 11.45% of the shares, to be completed on 1 March 2022 for the discounted estimated amount on acquisition date of € 1,143 thousand; and
- 18% of the shares, to be completed on 1 March 2023 for the discounted estimated amount on acquisition date of € 2,690 thousand.

The deferred contingent acquisition consideration related to Kodar of € 251 thousand will be payable in 2 tranches in May 2021 and 2022 depending on the number of FTE's as per year-end 2020 and 2021. As at 31 December 2020 € 72 thousand is payable in 2021.

With regard to Esprit a deferred contingent acquisition of € 375 thousand will be payable in 3 tranches in 2022 until 2024 depending on the net revenues and EBITDA's over 2021 until 2023.

20. CURRENT LIABILITIES

The current liabilities are generally paid entirely within the payment period of 0 to 45 days. The short term loans, lease liabilities and bank overdrafts are interest bearing. The interest bearing loans, the deferred acquisition consideration and a part of the other liabilities have a payment period longer than 45 days.

The current liabilities are specified as follows:

(x € 1,000)	2020	2019
Trade payables	4,795	5,837
Corporate income tax payable	173	86
Other taxes and social security liabilities	9,279	8,996
Loans short term	5,688	6,540
Deferred acquisition consideration	354	747
Deferred income and progress billings	3,247	1,937
Other accruals	604	593
Lease liabilities (short-term)	5,078	4,617
Other liabilities	13,034	10,609
Total	42,252	39,962

The other liabilities include outstanding costs to be paid to suppliers and employees. Deferred income and progress billings, being the contract liabilities, represents next to progress billings on projects also obligations that ensue from fixed-price projects as warranty and project related accruals. For a breakdown of the accruals and the deferred income and progress billing position see note 14.

The carrying amount of these liabilities does not significantly differ from the fair value.

21. SEGMENT INFORMATION

The Executive Board is the Company's chief operating decision-maker. Management has determined the operating segments based on the information reviewed by the Executive Board for the purposes of allocating resources and assessing performance. The Executive Board reviews the business from a legal entity level of operating segments in accordance with IFRS 8.

Change in segment definition

In line with the new organisational structure the Executive Board decided that cluster level, which is a country and market-related segment classification, is the new reporting level of the operating segments as from 1 January 2019 in accordance with IFRS 8, on which the Executive Board manages the businesses of the Company.

As stated in IFRS 8.12, two or more operating segments may be aggregated into a single operating segment, when the operating segments have characteristics so similar that they can be expected to have essentially the same future prospects. On the other side, IFRS 8 states qualitative thresholds when an operating segment needs to be disclosed as standalone. An entity shall report information about an operating segment separately that meets certain quantitative thresholds. Applying these thresholds, the Executive Board notes that Engineering R&D, Industrial Automation, Infra & Mobility, Healthcare Technology, Bulgaria, Sweden and Improve Quality Services B.V. should be presented as separate segments. The other individual entities OrangeNXT B.V., ICT Motar B.V., CIS Solutions GmbH, BNV Mobility (until 1 January 2020), Raster Products B.V. (until 30 April 2019), Esprit Management & IT Services B.V., Additude B.V. and ICT Belgium BV., which were recognised as operating segments, do not meet these thresholds and therefore are presented aggregated as 'Other'.

The thresholds for Revenue, Profit or Loss and Assets are measured as follows:

- a) Revenue: Revenue as reported by the legal entity or the aggregated group to which the legal entity belongs.
- b) Operating Profit: Operating profit as reported by the legal entity or the aggregated group to which the legal entity belongs including an allocation of amortisation charges on 'other intangible fixed assets' for which also the book value is allocated, but excluding goodwill (symmetrical allocation with assets).
- c) Assets: Total assets of the legal entity or the aggregated group to which the legal entity belongs including an allocation of the book value of 'other intangible fixed assets' for which also amortisation charges are allocated (symmetrical allocation with Operating Profit).

Sales between entities are carried out at arm's length. The revenue from external parties is measured in a manner consistent with that in the consolidated statement of comprehensive income.

2020

The composition of revenue, gross profit and operating profit can be displayed as follows:

(x € 1,000)	Engineering R&D	Industrial Automation	Infra / Mobility	Healthcare Technology	Bulgaria	Sweden	Other	Eliminations	Consolidated
Revenue:									
Revenue from professional services	38,407	30,382	33,005	2,246	18,101	15,982	10,364	(8,793)	139,694
Revenue from solutions / products	1,959	3,691	5,336	5,626	332	562	3,194	(377)	20,323
Subtotal	40,366	34,073	38,341	7,872	18,433	16,544	13,558	(9,170)	160,017
Inter-segment	870	1,405	293	4	-	-	605	(3,177)	-
Total revenue	41,236	35,478	38,634	7,876	18,433	16,544	14,163	(12,347)	160,017
Operating expenses directly attributable to the operating segments	26,327	23,591	25,579	5,634	11,948	14,153	12,861	(12,347)	107,746
Segment Gross profit	14,909	11,887	13,055	2,242	6,485	2,391	1,302	-	52,271
Allocated operating expenses	7,158	6,456	7,313	2,705	2,174	1,870	5,403	-	33,079
Operating profit before amortisation and depreciation	7,751	5,431	5,742	(463)	4,311	521	(4,101)	-	19,192
Allocated amortisation and depreciation	914	1,531	3,544	1,251	616	607	4,045	-	12,508
Operating profit	6,837	3,900	2,198	(1,714)	3,695	(86)	(8,146)	-	6,684
Financial expenses									(868)
Financial income									70
Result from associates									159
Profit before taxation									6,045
Taxes									(1,690)
Net profit									4,355
Segment Assets	22,139	19,514	30,010	5,470	10,519	8,834	72,741	(38,206)	131,021
Segment Liabilities	13,529	11,301	13,880	2,805	4,089	4,597	31,843	(10,693)	71,351
Other notes									
Operating profit before amortisation and depreciation / total revenue	18.8%	15.3%	14.9%	-5.9%	23.4%	3.1%	-37.3%		12.0%
Average number of employees (FTE)	314	252	257	58	297	74	184		1,436

2019

The composition of revenue, gross profit and operating profit can be displayed as follows:

(x € 1,000)	Engineering R&D	Industrial Automation	Infra / Mobility	Healthcare Technology	Bulgaria	Sweden	Other	Eliminations	Consolidated
Revenue:									
Revenue from professional services	36,730	31,274	33,643	3,435	12,479	14,814	9,838	(6,134)	136,079
Revenue from solutions / products	2,302	3,527	5,584	5,209	1	558	2,503	(294)	19,390
Subtotal	39,032	34,801	39,227	8,644	12,480	15,372	12,341	(6,428)	155,469
Inter-segment	1,577	1,893	1,888	1,818	-	-	115	(7,291)	-
Total revenue	40,609	36,694	41,115	10,462	12,480	15,372	12,456	(13,719)	155,469
Operating expenses directly attributable to the operating segments	27,664	24,637	30,168	7,144	7,605	13,128	12,130	(13,719)	108,757
Segment Gross profit	12,945	12,057	10,947	3,318	4,875	2,244	326	-	46,712
Allocated operating expenses	6,274	6,153	7,072	2,654	2,150	1,652	4,231	-	30,186
Operating profit before amortisation and depreciation	6,671	5,904	3,875	664	2,725	592	(3,905)	-	16,526
Allocated amortisation and depreciation	1,946	2,212	2,973	1,377	912	1,170	992	-	11,582
Impairment charges	-	-	-	-	-	-	-	-	-
Operating profit	4,725	3,692	902	(713)	1,813	(578)	(4,897)	-	4,944
Financial expenses									(1,124)
Financial income									104
One-off accounting gains (note 27)									679
Result from joint ventures									-
Result from associates									(901)
Profit before taxation									3,702
Taxes									(1,031)
Net profit									2,671
Segment Assets	17,140	19,938	26,437	9,400	8,498	8,673	69,247	(34,923)	124,410
Segment Liabilities	10,270	9,963	14,846	5,403	3,106	4,456	33,775	(11,952)	69,867
Other notes									
Operating profit before amortisation and depreciation / total revenue	16.4%	16.1%	9.4%	6.3%	21.8%	3.9%	-31.4%	-	10.6%
Average number of employees (FTE)	306	253	266	78	204	72	167	-	1,346

Disaggregated revenue from contracts with customers

The following table shows revenue disaggregated per theme.

The table includes a reconciliation of the disaggregated revenue from contracts with customers with ICT Group's segments.

(x € 1,000)	Reportable segments		Segment other		Eliminations segments		All segments	
Revenue	2020	2019	2020	2019	2020	2019	2020	2019
Secondment	49,380	58,420	4,184	3,488	(4,000)	(10,500)	49,564	51,408
Projects	82,929	75,483	5,653	5,197	(4,614)	(3,157)	83,968	76,392
Recurring	10,694	10,577	-	458	(177)	(14)	10,517	13,401
Product sales	2,740	3,092	-	490	-	-	2,740	3,582
Other	9,886	9,160	3,721	2,823	(379)	(48)	13,228	10,686
	155,629	156,732	13,558	12,456	(9,170)	(13,719)	160,017	155,469

22. EMPLOYEE BENEFIT EXPENSES

Employee benefit expenses can be specified as follows:

(x € 1,000)	2020	2019
Salaries	79,678	75,283
Social security charges	12,268	12,448
Pension expenses	3,660	3,581
Share-based compensation	51	174
	95,657	91,486

The employees hired up to 1 January 2008 participate in a defined contribution plan on the basis of average pay scheme contribution (a 'DC plan'), which is managed by an insurance company. For this plan, the Company has no other obligations than to pay a contribution, which is based on an average pay scheme system. The employees hired since 1 January 2008 participate in a defined contribution plan on the basis of available pension contribution (a 'DC plan'), which is managed by an insurance company. For this plan the Company has no other obligations than to pay a contribution, which is based on an agreed-upon scale.

The post-employment benefits expenses recognised in the consolidated statement of comprehensive income can be specified as follows:

(x € 1,000)	2020	2019
Total pension contributions	4,837	4,889
Employee contributions	(1,177)	(1,308)
Employer pension contributions	3,660	3,581

The average number of staff employed by ICT Group N.V. and its group companies in 2020, expressed in full time equivalents was 1,436 (2019: 1,346). Of these employees, 396 were employed outside the Netherlands (2019: 316).

23. REMUNERATION OF MEMBERS OF THE SUPERVISORY BOARD AND EXECUTIVE BOARD

The total remuneration for members of the Supervisory Board and the Executive Board in 2020 is as follows:

	Fixed manage- ment fee	Short-term incentive	Long-term incentive *)	Total
Members of the Supervisory Board *****)				
Th.J. van der Raadt (chairman)	48,000	-	-	48,000
D. Luthra **)	18,850	-	-	18,850
K. Beeckmans ***)	29,250	-	-	29,250
W.N. van de Bunt	37,000	-	-	37,000
A. de Vries-Schipperijn ***)	37,000	-	-	37,000
J. Niessen ****)	12,700	-	-	12,700
	182,800	-	-	182,800
Members of the Executive Board				
J.H. Blejje	413,065	213,799	(116,380)	510,484
W.J. Wienbelt	278,959	146,605	(67,852)	357,712
	692,024	360,404	(184,232)	868,196
Total	874,824	360,404	(184,232)	1,050,996

*) The estimated amounts have been accrued but will only be payable after the three-year lock-up period. Final amounts payable will depend on the increase in earnings per share during the three-year lock-up period.

**) D. Luthra: until 24 June 2020.

***) K. Beeckmans: since 24 June 2020 (incl. introduction period since 1 April 2020).

****) J. Niessen: since 20 August 2020.

*****) The supervisory board fixed management fees are excluding a fixed allowance of EUR 2,500 for expenses for each supervisory board member.

The performance targets for the members of the Executive Board are set annually by the Supervisory Board in the balanced scorecards and are based on qualitative and quantitative criteria. The total remuneration received by the members of the Executive Board consists of the following components:

1. fixed remuneration consisting of
 - a. a fixed management fee; and
 - b. a fixed amount for the reimbursement of costs for insurances for healthcare and occupational disability as well as the costs for accruing a pension;
2. variable remuneration
 - a. related to short-term results (short-term incentive) in the form of a cash bonus for achieving the annual performance criteria; and
 - b. related to long-term results (long-term incentive) in the form of a cash bonus depending on the increase in earnings per share and the amount of the own investment in ICT shares of the member of the Executive Board.

The costs related to the long term incentive plan amounted to negative € 184,232 in 2020 (2019: negative € 84,460). The related liability has been recognised under 'share-based compensation and long-term incentive plan liabilities' in the consolidated balance sheet.

The total remuneration for members of the Supervisory Board and the Executive Board in 2019 was as follows:

	Fixed manage- ment fee	Short- term incentive	Long- term incentive *)	Total
Members of the Supervisory Board *****)				
Th.J. van der Raadt (chairman)	46,500	-	-	46,500
F.J. Fröschl **)	11,250	-	-	11,250
D. Luthra	37,875	-	-	37,875
G.A. van der Werf	36,250	-	-	36,250
W.N. van de Bunt ***)	23,125	-	-	23,125
A. de Vries-Schipperijn *****)	21,875	-	-	21,875
	176,875	-	-	176,875
Members of the Executive Board				
J.H. Blejje *****)	407,700	124,425	(53,197)	478,928
W.J. Wienbelt *****)	275,280	85,320	(31,263)	329,337
	682,980	209,745	(84,460)	808,265
Total	859,855	209,745	(84,460)	985,140

*) The estimated amounts have been accrued but will only be payable after the three-year lock-up period. Final amounts payable will depend on the increase in earnings per share during the three-year lock-up period.

**) F.J. Fröschl: until 15 May 2019.

***) W.N. van de Bunt: since 15 May 2019.

*****) A. de Vries-Schipperijn: since 15 May 2019.

*****) The long-term incentive expense is a credit as the 2019 earnings per share are lower than the target.

*****) The supervisory board fixed management fees are excluding a fixed allowance of EUR 2,500 for expenses for each supervisory board member.

The shares and certificates of shares held by members of the Executive Board at year-end can be specified as follows:

	Number held at 31 December 2020	Number held at 31 December 2019
Members of the Executive Board		
J. Blejje	59,944	43,944
W.J. Wienbelt	40,295	25,857

The members of the Supervisory Board do not hold shares in ICT Group N.V.

Executive Board

The members of the Executive Board did not hold share options in 2020 and 2019.

Supervisory Board

The members of the Supervisory Board did not hold share options in 2020 and 2019.

There were no loans to the Executive Board or Supervisory Board members.

24. OTHER OPERATING EXPENSES

The other operating expenses item can be specified as follows:

(x € 1,000)	2020	2019
Car costs	3,626	4,308
IT costs	2,737	2,490
Advisory and other professional services fees	3,275	2,590
Accommodation expenses	1,621	1,416
Other personnel costs *)	5,051	7,099
Other expenses	3,409	3,008
	19,719	20,911

*) Other personnel costs includes among others staff training, travel expenses and recruitment costs.

Other expenses in 2020 include € 99 thousand related to the research of potential strategic combinations and to the acquisition of Yellow Star (2019: € 657 thousand related to the research of potential strategic combinations and to the acquisition of Additude, BNV, Kodar and Proficium).

25. FINANCIAL INCOME AND EXPENSES

The financial expenses comprise bank costs, interest on lease liabilities and interest on loans. The 2020 financial expenses also include an amount of € 97 thousand for interest on the deferred acquisition consideration, mainly relating to Additude and Proficium (2019 financial expenses also include an amount of € 448 thousand for interest on the deferred acquisition consideration, mainly relating to Additude and IHTS). The financial income comprised received bank interest, interest from the loans to associates.

26. ONE-OFF ACCOUNTING GAINS

The one-off accounting gains can be specified as follows:

(x € 1,000)	2020	2019
Profit on dilution of GreenFlux (note 11)	-	679
	-	679

27. INCOME TAX EXPENSES

(x € 1,000)	2020	2019
Current tax	2,350	2,394
Deferred tax	(660)	(1,363)
Total tax expense (credit)	1,690	1,031

The reconciliation from the nominal Dutch statutory tax rate to the effective tax rate is explained in the table below:

(x € 1,000)	2020		2019	
Result before taxation	6,045		3,702	
Income tax based on prevailing rate, in the Netherlands 25.0% (2019: 25.0%)	1,511		926	25.0%
Permanent differences:				
Effect of tax rates in foreign regimes	(503)	-8.3%	(408)	-11.0%
Effect of non-deductible expenses	355	5.9%	252	6.8%
Effect of result from joint ventures and associates	(70)	-1.2%	59	1.6%
Effect of non-taxable income	(29)	-0.5%	41	1.1%
Effect of change in tax percentages	416	6.9%	(287)	-7.8%
Unrecognised carry-forward tax losses	128	2.1%	448	12.1%
Recognised carry-forward losses	(118)	-1.9%	-	0.0%
Income tax expense / Average effective tax rate	1,690	28.0%	1,031	27.8%

The effect of taxes in foreign regimes reflect the impact of different nominal tax rates in the fiscal jurisdictions in which ICT operates. In 2020 and in 2019 the nominal corporate tax rate in Bulgaria amounted to 10%, in France to 31%, in Germany to 30%, in Belgium to 25% and in Sweden to 21.45%.

Non-taxable income and non-deductible expenses represent adjustments for income and expenses not subject to taxation. In 2019 non-taxable income pertain to the one-off accounting gain related the profit on dilution of Greenflux.

In 2020 income tax expense includes an amount of € 837 thousand with respect to the 2020 amortisation on the intangible assets relating to the acquisition of Additude AB, Raster, ICT HCTS, Nozhup, HTS, NedMobiel, InTraffic, BNV, Proficium and Esprit.

In 2019 income tax expense includes an amount of € 974 thousand with respect to the 2019 amortisation on the intangible assets relating to the acquisition of Strypes Bulgaria, Raster, ICT HCTS, Nozhup, HTS, NedMobiel, InTraffic, BNV, Additude and Proficium.

Taxes are calculated on the profit or loss before taxation based on the tax rates in force, taking into account available tax relief.

ICT Group N.V. forms, together with its group companies in the Netherlands, excluding ICT Motar B.V., Additude B.V. and ICT Participations B.V., one single fiscal unity. Tax is calculated and recharged within the tax Group as if the group companies were paying tax on a separate return basis.

28. EARNINGS PER SHARE

The following table reflects the income and share data used in the earnings per share computations:

	2020	2019
Weighted average number of outstanding ordinary shares	9,605,905	9,521,946
Earnings per share:		
Net profit attributable to shareholders in €	4,151,000	2,618,000
Basic earnings per share in €	0.43	0.27

As per 31 December 2020 and 31 December 2019 there are no dilution effects.

29. INDEPENDENT AUDITOR'S FEES

(x € 1,000)	2020			2019		
	Pricewaterhouse- Coopers	Pricewaterhouse- Coopers Network	Total	Pricewaterhouse- Coopers	Pricewaterhouse- Coopers Network	Total
Audit of the financial statements	324	49	373	324	37	361
Other audit services	-	-	-	-	-	-
Tax advisory services	-	-	-	-	-	-
Other non-audit services	-	-	-	-	-	-
Total	324	49	373	324	37	361

The fees listed above relate to the procedures applied to the Company and its consolidated group entities by its independent auditor PricewaterhouseCoopers Accountants N.V. and excluding out of pocket expenses as referred to in article 1(1) of the Dutch Accounting Firms Oversight Act (Dutch abbreviation: Wta). The audit fees are expensed in the statement of comprehensive income in the period to which the audit relates opposed to the period in which the audit procedures are performed. With regard to the 2019 audit of the financial statements additional costs of € 50 thousand are recognized which were invoiced in 2020. These additional costs are disclosed in the 2019 audit fee disclosure.

30. RELATED PARTIES

Transactions with key management personnel

Key management includes the members of the Supervisory Board and members of the Executive Board of ICT Group N.V. and the statutory director of ICT Netherlands B.V. The compensation paid or payable to key management is shown below:

Key management

(x € 1,000)	2020	2019
Salaries, fees and other short-term employee benefits	1,086	1,069
Bonus	430	267
Post-employment benefits	6	8
Share-based compensation	(202)	(77)
Total	1,320	1,267

Other related party transactions

In the ordinary course of business, ICT buys and sells products and services from and to various related parties in which ICT has significant influence. The transactions are primarily related to the outsourcing of personnel and are conducted under terms and conditions that are equivalent to those that apply to arm's length transactions.

The following related parties are not included in the consolidation, being independent foundations.

- Stichting Administratiekantoor Participatieplan ICT *);
- Stichting Administratiekantoor ICT **);
- Stichting Continuïteit ICT.

*) The Stichting Administratiekantoor Participatieplan ICT holds the shares related to the equity participation plan for ICT employees and issues share certificates to the employees (see note 17).

**) The foundation is dormant since the last option rights were exercised in 2015.

The transactions between entities of the ICT Group on a 100% basis with LogicNets Inc., SpringRivet Holding B.V. and Greenflux Assets B.V. during the year can be specified as follows:

(x € 1,000)	2020	2019
Sales to associates	901	2,037
Purchases from associates	112	-
Receivables from associates	214	264
Loans (net) to associates *)	471	-
Payables to associates	52	16

*) The loans (net) to related parties represent the loans to Greenflux and SpringRivet.

The transactions and related balances are primarily related to the outsourcing of personnel. The transactions take place at arm's length.

31. COMMITMENTS AND CONTINGENCIES NOT DISCLOSED IN THE BALANCE SHEET

Credit facility

In 2020 ICT extended its credit facilities from € 40.0 million to € 50.0 million in total. The working capital credit facility (facility A) is € 12.5 million (2019: € 12.5 million) and the acquisition credit facility (facility B) € 35.0 million (2019: € 25.0 million). The guarantee facility is unchanged € 2.5 million.

At year-end 2020 ICT had called on the acquisition facility (facility B) for the amount of € 16.7 million (31 December 2019: € 20.0 million) and had not used the working capital credit facility (facility A).

The covenant requirements include a Senior Net Debt to EBITDA ratio (max. 3.5), an asset cover test, a revenue cover test and a clean down period of three consecutive business days per year. In 2020 and as per 31 December 2020, the Company complied with all quarterly and annual bank covenant requirements.

Guarantees

At the balance sheet date, outstanding guarantees amounted to € 1.3 million (2019: € 1.4 million). These guarantees were provided in connection with current rental and client commitments.

Rental, lease and other commitments

For 2020 and 2019 the table below shows the liabilities related to rental commitments for offices, only related to the service costs, as the finance costs are capitalised as lease assets under IFRS 16.

(x € 1,000)	2020	2019
Less than 1 year	380	427
More than 1 year and less than 5 years	873	772
More than 5 years	79	169
Total	1,332	1,368

Car lease

For 2020 and 2019 the table below shows the liabilities relating to the service costs part of the leases for cars provided to employees, each lease having a term of up to five years and the lease commitments related to short-term leases.

(x € 1,000)	2020	2019
Less than 1 year	1,783	1,755
More than 1 year and less than 5 years	2,284	2,144
More than 5 years	-	-
Total	4,067	3,899

Other commitments

(x € 1,000)	2020	2019
Less than 1 year	343	99
More than 1 year and less than 5 years	488	141
More than 5 years	-	-
Total	831	240

The other commitments relates to primarily to IT related hardware.

Legal procedures

The Company is involved in some legal proceedings in connection with the group's business activities. In the opinion of the Executive Board, these will have no material impact on the financial position of the Company because the assessment is that it is not probable that the proceedings will result in a significant cash outflow.

Fiscal unity

The following entities are part of the fiscal unity of ICT Group N.V. for corporate tax purposes as at 31 December 2020:

- ICT Netherlands B.V.
- Improve Quality Services B.V.
- ICT Nearshoring B.V.
- INNOCY B.V.
- OrangeNXT B.V.
- InTraffic B.V.
- ICT Healthcare Technology Solutions B.V.
- ICT Indusoft B.V.
- TURNN B.V.
- Esprit Management & IT Services B.V.

Under the Dutch Collection of State Taxes Act, each member of the fiscal unity is jointly and severally liable for any corporate taxes payable by the fiscal unit.

32. SUBSEQUENT EVENTS

In December 2020, ICT announced the acquisition of Yellowstar, a Dutch web-based solutions provider, offering real-time insight, access and control in supply chains. The company is active in the same geographical markets as ICT and strengthens ICT's position in the industrial, trade, retail and logistics markets. The company employs approximately 80 people and reports annual turnover of approximately € 8.0 million. The transaction was completed in the beginning of January 2021.

On 5 March 2021 ICT and a Consortium, led by NPM, will announce that a conditional agreement was reached on a recommended all-cash public offer for all of the issued and outstanding ordinary shares in ICT Group.



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COMPANY BALANCE SHEET

As at 31 December (before proposed profit appropriation)

(x € 1,000)	Note	2020	2019
Assets			
NON-CURRENT ASSETS			
Property, plant and equipment		15	-
Right-of-use assets	2	588	966
Goodwill	3	37,153	36,513
Financial assets	4	48,147	47,365
Deferred tax assets		228	121
Other financial assets		647	3,575
		86,778	88,540
CURRENT ASSETS			
Trade and other receivables	5	1,548	2,218
Corporate income tax receivable		248	692
Cash and cash equivalents		1,117	153
		2,913	3,063
TOTAL ASSETS		89,691	91,603

(x € 1,000)	Note	2020	2019
Equity and liabilities			
SHAREHOLDERS' EQUITY			
Issued share capital	6	969	956
Share premium		15,178	14,194
Currency translation reserve		171	91
Legal reserve		8,905	7,371
Treasury shares		(13)	(13)
Retained earnings		29,590	28,767
Net profit		4,151	2,618
		58,951	53,984
NON-CURRENT LIABILITIES			
Share-based compensation and long-term employee benefits liabilities	7	359	482
Loans (long-term)		11,006	13,423
Deferred acquisition consideration (long-term)		3,495	3,350
Lease liabilities (long-term)	2	141	484
		15,001	17,739
CURRENT LIABILITIES			
Trade payables		758	931
Payables to group companies		6,127	5,420
Other taxes and social security premiums		40	39
Loans (short-term)		5,687	6,540
Deferred acquisition consideration (short-term)		300	586
Bank overdrafts		-	4,811
Lease liabilities (short-term)	2	401	464
Other current liabilities		2,426	1,089
		15,739	19,880
TOTAL EQUITY AND LIABILITIES		89,691	91,603

COMPANY INCOME STATEMENT

For the year ended 31 December

(x € 1,000)	Note	2020	2019
Revenue	8	671	983
Employee benefit expenses	9	2,214	2,080
Depreciation and amortisation	2	432	438
Other operating expenses	10	3,393	2,124
Total operating expenses		6,039	4,642
Operating profit		(5,368)	(3,659)
Financial expenses	11	(606)	(866)
Financial income	11	54	91
Result from subsidiaries	4	8,795	6,498
Result from associates	4	131	(901)
One-off accounting gains	12	-	678
Result before taxes		3,006	1,841
Income tax credit	13	1,145	777
Net profit		4,151	2,618

NOTES TO THE COMPANY BALANCE SHEET AND INCOME STATEMENT

1. ACCOUNTING INFORMATION AND POLICIES

1.1 BASIS OF PREPARATION

The Company financial statements of ICT Group N.V. (Trade Register number: 24186237) have been prepared in accordance with Section 9, Book 2 of the Dutch Civil Code. In accordance with sub-article 8 of article 362, Book 2 of the Dutch Civil Code, the Company's financial statements are prepared based on the accounting principles of recognition, measurement and determination of profit, as applied in the consolidated financial statements. These principles also include the classification and presentation of financial instruments, being equity instruments or financial liabilities.

In the event that no other policies are mentioned, we refer to the accounting policies as described in the accounting policies in the consolidated financial statements of this Annual Report.

Financial assets

The financial assets over which ICT Group exercises control are initially recognized at cost and subsequently recognized at net asset value. The net asset value is determined by measuring the assets, provisions and liabilities and calculating the result according to the accounting policies applied in the Consolidated financial statements. In the Company financial statements the financial assets includes the intangible fixed assets and the deferred tax liabilities related to financial assets over which ICT Group exercises control.

For an appropriate interpretation, the Company financial statements of ICT Group N.V. should be read in conjunction with the consolidated financial statements.

All amounts are presented in multiples of € 1,000, unless stated otherwise.

2. RIGHT OF USE ASSETS AND LEASES LIABILITIES

The Company leases buildings and cars. The lease of buildings typically run for a period between 5 and 10 years, with an option to renew the lease after that date. Lease payments are renegotiated at every renewal to reflect market rentals. The lease of buildings provide for additional rent payments that are based on changes in local price indices.

The car leases typically run for a period between 3 and 5 years. The car leases provide for additional payments that are based on deviations from the original average number of kilometres of the car lease and changes in local price indices related to insurance and replacement transport.

Payments associated with leases of low-value assets are recognised on a straight line basis as an expense in profit or loss. Low value assets comprise IT-equipment and small items of office furniture.

Information about leases for which the Company is a lessee is presented below:

Right-of-use assets (x € 1,000)			2020
	Properties	Lease cars	Total
1 January	913	53	966
Additions to right-of-use assets	4	52	56
Depreciation charge for the year	(407)	(25)	(432)
Derecognition of right-of-use assets	-	(2)	(2)
31 December	510	78	588
Net book value 1 January	913	53	966
Net book value 31 December	510	78	588

Right-of-use assets (x € 1,000)			2019
	Properties	Lease cars	Total
1 January	1,274	88	1,362
Additions to right-of-use assets	43	55	98
Depreciation charge for the year	(404)	(35)	(439)
Derecognition of right-of-use assets	-	(55)	(55)
31 December	913	53	966
Net book value 1 January	1,274	88	1,362
Net book value 31 December	913	53	966

Lease liabilities (x € 1,000)	31 December 2020	31 December 2019
Non-current liabilities	141	484
Current liabilities	401	464
Total lease liabilities	542	948

Amounts recognized in profit or loss (x € 1,000)	2020	2019
Leases under IFRS 16		
Interest on lease liabilities	6	10
Expenses related to short-term leases	-	-
Expenses related to low value assets, excluding short-term leases	-	-

Extension options

Some property leases contain extension options exercisable by the Company. Where practicable, the Company seeks to include extension options in new leases to provide operational flexibility. The extension options held are exercisable only by the Company

and not by the lessors. The Company assesses at each external reporting date whether it is reasonably certain that the extension options will be exercised.

The Company has estimated that the potential future lease payments, should it exercise the extension option, would result in an increase in lease liability of € 51 thousand.

3. GOODWILL

The movement in goodwill is as follows:

(x € 1,000)	2020	2019
At 1 January		
Cost	42,593	34,667
Accumulated impairment	(6,080)	(6,080)
Net book value	36,513	28,587
Movement in cost		
Arising on acquisition	640	8,403
Divestment	-	(477)
	640	7,926
Impairment losses		
Impairment	-	-
	-	-
At 31 December		
Cost	43,233	42,593
Accumulated impairment	(6,080)	(6,080)
Net book value	37,153	36,513

For the purpose of impairment testing, goodwill is allocated to the following cash-generating units (CGUs).

(x € 1,000)	2020	2019
Engineering R&D	3,517	3,517
Industrial Automation	10,330	10,330
Infra / Mobility	11,082	11,082
Healthcare Technology Solutions	2,241	2,241
Bulgaria	1,009	1,009
Sweden	5,732	5,732
Other	3,242	2,602
Total	37,153	36,513

For further information related to goodwill, see note 9 of the consolidated financial statements.

4. FINANCIAL ASSETS

Movement in the net asset value of the financial assets is as follows:

(x € 1,000)	2020	2019
Movement in financial assets		
Balance as at 1 January	47,365	49,081
Share in result from subsidiaries, joint ventures and associates	8,926	5,597
Dividend received	(13,550)	(17,527)
Additions	5,326	9,741
Divested	-	477
Exchange rate differences	80	(4)
Balance as at 31 December	48,147	47,365

For the list of participations, see note 2 of the consolidated financial statements.

5. TRADE AND OTHER RECEIVABLES

The composition of the trade and other receivables is as follows:

(x € 1,000)	2020	2019
Receivables from group companies	733	1,431
Other receivables	359	163
Prepayments and accrued income	456	570
Balance as at 31 December	1,548	2,218

The prepayments and accrued income mainly relate to prepayments made to suppliers. All items fall due within one year. The fair value of the trade and other receivables approximates their book value.

6. SHAREHOLDERS' EQUITY

See the consolidated statement of changes in equity and note 17 of the consolidated financial statements for the shareholders' equity disclosure.

Stichting Continuïteit ICT (ICT Continuity Foundation) and preference shares

As a means to protect the company and its stakeholders against an unsolicited attempt to obtain (de facto) control of the company, the company's Articles of Association authorise the Executive Board and the Supervisory Board to issue (rights to) preference shares to Stichting Continuïteit ICT under an option agreement entered into between the company and the Stichting. The objective of the Stichting is to safeguard the interests of the company, its business and all its stakeholders. Based on the option agreement, the Stichting may subscribe for a number of preference shares equal to the number of the outstanding ordinary shares in the company less one. The issuance of preference shares is an anti-takeover measure. When taken, this protective measure is temporary in nature and would enable ICT to judge any (hostile) situation on its merits and/or to explore alternatives. The Stichting has an independent board. As at 31 December 2020, the board consisted of the following members: Mr. H.J.A. Knijff (chairman), Mr. R. ter Haar, Mr. R. Munsters and Mr. J.C.M. Schönfeld.

Proposed profit appropriation

ICT proposes a dividend of € 0.40 per share for the 2020 financial year (2019: € 0.00). The dividend payment is subject to the approval of the Annual General Meeting of Shareholders (AGM) to be held on 12 May 2021. For the calculation of the proposed dividend, the realised net profit is adjusted for the non-cash amortisation amounts. This results in an adjusted net profit for the full year 2020 of € 9.7 million. The proposed dividend represents a pay-out ratio of 40% of the adjusted net profit.

The dividend will be payable in cash on 3 June 2021.

7. NON-CURRENT LIABILITIES

For share-based compensation liabilities and loans see note 17 and 18 of the consolidated financial statements. For the deferred acquisition consideration see note 19 of the consolidated financial statements.

8. REVENUE

Revenue relates to management fees and other expenses recharged to group companies.

9. EMPLOYEE BENEFIT EXPENSES

(x € 1,000)	2020	2019
Supervisory Board	183	177
Executive Board	1,052	893
Share-based compensation key management personnel	(148)	7
<i>Other staff costs:</i>		
Salaries	779	750
Social security contributions	60	61
Pension contributions	92	25
Costs of employee equity participation	196	167
	2,214	2,080

FTEs	2020	2019
Average number of staff	8	8

None of the employees were employed outside the Netherlands.

10. OTHER OPERATING EXPENSES

The other operating expenses can be specified as follows:

(x € 1,000)	2020	2019
Car and travel expenses	84	25
Other expenses	3,309	2,099
	3,393	2,124

Other expenses in 2020 include € 99 thousand related to the research of potential strategic combinations and to the acquisition of Esprit (2019: € 619 thousand related to the research of potential strategic combinations and to the acquisition of Additude, BNV and Proficium).

11. FINANCIAL INCOME AND EXPENSES

The financial expenses comprise bank costs and interest on loans. The 2020 financial expenses also include an amount of € 97 thousand for interest on the deferred acquisition consideration, mainly relating to Additude and Proficium (2019: € 448 thousand for interest on the deferred acquisition consideration mainly relating to Additude and IHTS). The financial income comprised received bank interest and interest from the loans to associates.

12. ONE-OFF ACCOUNTING GAINS

For the one-off accounting gains, see note 26 of the consolidated financial statements.

13. INCOME TAX EXPENSES

(x € 1,000)	2020	2019
Current tax	(1,045)	(777)
Deferred tax	(100)	-
Total tax credit	(1,145)	(777)

(x € 1,000)	2020		2019	
Result before taxation	3,006		1,841	
Income tax based on prevailing rate, in the Netherlands 25.0% (2019: 25.0%)	752	25.0%	460	25.0%
<i>Permanent differences</i>				
Effect of non-deductible expenses	350	11.6%	475	25.8%
Effect of result from subsidiaries, joint ventures and associates	(2,648)	-88.1%	(1,399)	-76.0%
Effect of non-taxable income	(15)	-0.5%	(26)	-1.4%
Effect of change in tax percentages	416	13.9%	(287)	-15.6%
Income tax credit / Average effective tax rate	(1,145)	-38.1%	(777)	-42.2%

Non-taxable income and non-deductible expenses represent adjustments for income and expenses not subject to taxation.

ICT Group N.V., together with its group companies in the Netherlands, but excluding ICT Motar B.V., ICT Participations B.V. and Additude B.V. forms one single fiscal unity. Tax is calculated and recharged within the fiscal unity as if these group companies were paying tax on an independent return basis.

14. INDEPENDENT AUDITOR'S FEES

For the independent auditor's fees, see note 29 of the consolidated financial statements.

15. REMUNERATION OF THE EXECUTIVE BOARD AND THE SUPERVISORY BOARD

For the remuneration of the Executive Board and the Supervisory Board, see note 23 of the consolidated financial statements.

16. COMMITMENTS AND CONTINGENCIES NOT INCLUDED ON THE BALANCE SHEET

With the exception of the guarantees and lease commitments, see note 32 in the consolidated financial statements.

Guarantees

At the balance sheet date, the guarantees outstanding for ICT Group N.V. amounted to € 405 thousand (2019: € 353 thousand). These guarantees were provided in connection with current rental and client commitments.

Under the Company's credit facility, ICT Group N.V., ICT Netherlands B.V., Improve Quality Services B.V., ICT Nearshoring B.V., ICT Healthcare Technology Solutions B.V., InTraffic B.V., OrangeNXT B.V., Additude AB and Strypes Ltd. and INNOCY B.V. have pledged their current and future receivables from trading activities as collateral.

Rental and lease commitments

For 2020 and 2019 the table below shows the liabilities related to rental commitments for offices, only related to the service costs, as the finance costs are capitalised as lease assets under IFRS 16.

Rental (x € 1,000)	2020	2019
Less than 1 year	80	96
More than 1 year and less than 5 years	26	98
Total	106	194

For 2020 and 2019 the table below shows the liabilities relating to the service costs part of the operating leases for cars provided to employees, each lease having a term of up to four years.

Car lease (x € 1,000)	2020	2019
Less than 1 year	12	7
More than 1 year and less than 5 years	22	9
Total	34	16

Fiscal unity for corporate tax

The following entities are part of the fiscal unity of ICT Group N.V. for corporate tax purposes as at 31 December 2020:

- ICT Netherlands B.V.
- Improve Quality Services B.V.
- ICT Nearshoring B.V.
- INNOCY B.V.
- OrangeNXT B.V.
- InTraffic B.V.
- ICT Healthcare Technology Solutions B.V.
- ICT Indusoft B.V.
- TURNN B.V.
- Esprit Management & IT Services B.V.

Under the Dutch Collection of State Taxes Act, each member of the fiscal unity is jointly and severally liable for any corporate taxes payable by the fiscal unit.

Article 403 Statement Book 2 of the Dutch Civil Code

ICT Group N.V. is jointly and severally liable for legal acts on behalf of ICT Automatisering Nederland B.V. since 1 January 2012, such by virtue of the filing of a 2:403 statement at the Chamber of Commerce.

17. SUBSEQUENT EVENTS

In December 2020, ICT announced the acquisition of Yellowstar, a Dutch web-based solutions provider, offering real-time insight, access and control in supply chains. The company is active in the same geographical markets as ICT and strengthens ICT's position in the industrial, trade, retail and logistics markets. The company employs approximately 80 people and reports annual turnover of approximately € 8.0 million. The transaction was completed in the beginning of January 2021.

On 5 March 2021 ICT and a Consortium, led by NPM, will announce that a conditional agreement was reached on a recommended all-cash public offer for all of the issued and outstanding ordinary shares in ICT Group.

Rotterdam, 4 March 2021

Executive Board

J.H. Blejje

W.J. Wienbelt

Supervisory Board

Th. J. van der Raadt (Chairman)

K. Beeckmans (Vice Chairman)

W.N. van de Bunt

A. de Vries-Schipperijn

J. Niessen

INDEPENDENT AUDITOR'S REPORT

To: the general meeting and supervisory board of ICT Group N.V.

REPORT ON THE FINANCIAL STATEMENTS 2020

Our opinion

In our opinion:

- the consolidated financial statements of ICT Group N.V. together with its subsidiaries ('the Group') give a true and fair view of the financial position of the Group as at 31 December 2020 and of its result and 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 company financial statements of ICT Group N.V. ('the Company') give a true and fair view of the financial position of the Company 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 accompanying financial statements 2020 of ICT Group N.V., Rotterdam. The financial statements include the consolidated financial statements of the Group and the Company financial statements.

The consolidated financial statements comprise:

- the consolidated balance sheet as at 31 December 2020;
- the following statements for 2020: the consolidated statements of comprehensive income, changes in equity and cash flows; and
- the notes to the consolidated financial statements, comprising significant accounting policies and other explanatory information.

The Company financial statements comprise:

- the Company balance sheet as at 31 December 2020;
- the Company income statement for the year then ended;
- the notes to the Company balance sheet and income statement, comprising the accounting policies applied and other explanatory information.

The financial reporting framework applied in the preparation of the financial statements is EU-IFRS and the relevant provisions of Part 9 of Book 2 of the Dutch Civil Code for the consolidated financial statements and Part 9 of Book 2 of the Dutch Civil Code for the Company financial statements.

The basis for our opinion

We conducted our audit in accordance with Dutch law, including the Dutch Standards on Auditing. We have further described our responsibilities under those standards in the section 'Our responsibilities for the audit of the financial statements' of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Independence

We are independent of ICT Group N.V. in accordance with the European Union Regulation on specific requirements regarding statutory audit of public-interest entities, the 'Wet toezicht accountants-organisaties' (Wta, Audit firms supervision act), the 'Verordening inzake de onafhankelijkheid van accountants bij assuranceopdrachten' (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).

Our audit approach

Overview and context

ICT Group N.V. is an industrial technology solutions and service provider. ICT Group N.V. has a strategy of organic growth and growth through acquisitions. The stakeholders focus on return on investments, which is driven by both revenue and results. As a result of the growth strategy and the Company's business activities, the results fluctuate. Revenue is therefore considered as the primary focus of the stakeholders. This determined our materiality calculation as explained in the materiality section of this report.

The Group is comprised of several components and therefore we considered our group audit scope and approach as set out in the section 'The scope of our group audit'. We paid specific attention to the areas of focus driven by the operations of the Group, as set out below.

As part of designing our audit, we determined materiality and assessed the risks of material misstatement in the financial statements. In particular, we considered where the executive board made important judgements, for example, in respect of significant accounting estimates that involved making assumptions and considering future events that are inherently uncertain. In paragraph 5 of the financial statements the Company describes the areas of judgement in applying accounting policies and the key sources of estimation uncertainty.

ICT Group N.V. enters into projects with its clients through fixed price and/or 'time and material' arrangements. For fixed price projects the Company used the 'over time' revenue recognition which requires the Company to estimate the cost to complete and the stage of completion at every reporting date as these indicate the progress of the performance obligations. Given the level of judgement and the significance of the fixed price projects, we consider this to be a key audit matter as set out in the 'Key audit matters' section of this report.

As a result of the Company's strategy, significant amounts of goodwill and other intangible assets are carried on the balance sheet in connection with acquired businesses. We identified the impairment assessment of goodwill and other intangible assets as key audit matter because of the significance of the balances involved and the fact that impairment assessment and calculations are subject to critical management judgement.

We ensured that the audit teams at both group and component level included the appropriate skills and competences which are needed for the audit of an IT services provider. We therefore included experts and specialists in the areas of IT and valuation amongst others in our team.

The outline of our audit approach was as follows:



Materiality

- Overall materiality: €1,600,000.

Audit scope

- We conducted full scope audits in the Netherlands (ICT Group N.V., ICT Netherlands B.V. and InTraffic B.V.), Sweden (Additude AB) and Bulgaria (Strypes EOOD).
- No site visits conducted this year because of travel restrictions.
- Audit coverage: 81% of consolidated revenue, 83% of consolidated total assets and 85% of consolidated profit before tax.

Key audit matters

- Valuation of the revenue to be invoiced (including contract assets).
- Impairment assessment of goodwill and other intangible assets.

Materiality

The scope of our audit is influenced by the application of materiality, which is further explained in the section 'Our responsibilities for the audit of the financial statements'.

Based on our professional judgement we determined certain quantitative thresholds for materiality, including the overall materiality for the financial statements as a whole as set out in the table below. These, together with qualitative considerations, helped us to determine the nature, timing and extent of our audit procedures on the individual financial statement line items and disclosures and to evaluate the effect of identified misstatements, both individually and in aggregate, on the financial statements as a whole and on our opinion.

Overall group materiality	€1,600,000 (2019: €1,554,000).
Basis for determining materiality	We used our professional judgement to determine overall materiality. As a basis for our judgement we used 1% of revenues.
Rationale for benchmark applied	We determine materiality based on our analysis of the common information needs of users of the financial statements. As ICT Group N.V. is a listed entity, users of the financial statements would normally have a prominent focus on profit before tax. However, profit before tax is not considered an appropriate benchmark because this would result in large fluctuations in overall group materiality year over year which we did not consider to be representative for the level of activities of the Group. Therefore, we used revenue as the primary benchmark, as revenue (growth) is an important metric for the financial performance of the Company.
Component materiality	To each component in our audit scope, we, based on our judgement, allocate materiality that is less than our overall group materiality. The range of materiality allocated across components was between €500,000 and €1,595,000.

We also take misstatements and/or possible misstatements into account that, in our judgement, are material for qualitative reasons.

We agreed with the supervisory board that we would report to them misstatements identified during our audit above €80,000 (2019: €75,000) as well as misstatements below that amount that, in our view, warrant reporting for qualitative reasons.

The scope of our group audit

ICT Group N.V. is the parent company of a group of entities. The financial information of this group is included in the consolidated financial statements of ICT Group N.V.

We tailored the scope of our audit to ensure that we, in aggregate, provide sufficient coverage of the financial statements for us to be able to give an opinion on the financial statements as a whole, taking into account the management structure of the Group, the nature of operations of its components, the accounting processes and controls, and the markets in which the components of the Group operate. In establishing the overall group audit strategy and plan, we determined the type of work required to be performed at component level by the Group engagement team and by each component auditor.

The group audit primarily focussed on the significant component ICT Netherlands B.V.

We subjected five components to audit of the complete financial information. One of these components is individually financially significant to the Group. The other four components are selected for audit procedures to achieve appropriate coverage on financial line items in the consolidated financial statements.

In total, in performing these procedures, we achieved the following coverage on the financial line items:

- Revenue 81%
- Total assets 83%
- Profit before tax 85%

None of the remaining components represented more than 3% of total group revenue or total group assets. For those remaining components we performed, among other things, analytical procedures to corroborate our assessment that there were no significant risks of material misstatements within those components.

The group engagement team performed the audit work for group entities ICT Group N.V. and ICT Netherlands B.V. For components InTraffic B.V, Additude AB and Strypes EOOD we used component auditors who are familiar with the local laws and regulations to perform the audit work.

Where component auditors performed the work, we determined the level of involvement we needed to have in their audit work to be able to conclude whether we had obtained sufficient and appropriate audit evidence as a basis for our opinion on the consolidated financial statements as a whole.

We issued instructions to the component audit teams in our audit scope. These instructions included amongst others our risk assessment, materiality and scope of the work. We explained to the component audit teams the structure of the Group, the main developments that are relevant for the component auditors, the risks identified, the materiality levels to be applied and our global audit approach. We had individual calls with each of the audit teams of the components in scope during the year and upon conclusion of their work. During these calls, we discussed the significant accounting and audit issues identified by the component auditors, their reports, the findings of their procedures and other matters, which could be of relevance for the consolidated financial statements.

The group engagement team visits the component teams and local management on a rotational basis. In the current year, the group audit team did not visit any components due to travel restrictions as a result of the COVID-19 pandemic.

The group engagement team performed the audit work on the group consolidation, financial statement disclosures and a number of complex items at the head office. These complex items include the impairment assessment of goodwill and other intangible assets.

By performing the procedures above at components, combined with additional procedures at group level, we have been able to obtain sufficient and appropriate audit evidence on the Group's financial information, as a whole, to provide a basis for our opinion on the financial statements.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in the 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 identified by our audit and that we discussed. In this section, we described the key audit matters and included a summary of the audit procedures we performed on those matters.

We addressed the key audit matters in the context of our audit of the financial statements as a whole, and in forming our opinion thereon. We do not provide separate opinions on these matters or on specific elements of the financial statements. Any comment or observation we made on the results of our procedures should be read in this context.

Key audit matter

Our audit work and observations

Valuation of the revenue to be invoiced (including contract assets)

Note 14

The revenue to be invoiced, consisting of the revenue to be invoiced for time and material projects and the contract assets related to fixed price projects, amounts to €11.1 million and represents 8% of the consolidated balance sheet total at 31 December 2020.

The use of the 'over time' revenue recognition and profit recognition on fixed price projects, requires the Company to apply a single method of measuring progress toward complete satisfaction of the performance obligation (an input method). The input for the performance obligation is based on the actual time spent and costs incurred. Progress is measured based on the sum of the hours and cost incurred compared to the total estimated costs for the project. When it is probable that total costs will exceed total project revenue, the expected loss is recognised immediately.

Measurement of revenue recognised of fixed price projects is significant to the financial statements based on the quantitative materiality and the degree of management judgement required for revenue recognition and determining the revenue to be invoiced.

The complexity and judgements mainly related to estimation of the cost to complete of the projects (input method), expected revenues and the related progress of the performance obligation, which the Company applies for recognising revenues as well as assessing provisions for loss-making contracts. Given the significant judgement involved there is an inherently increased risk of misstatement of revenues and project result on these projects. Therefore, we considered this a key audit matter for our audit.

The executive board has also considered this area to be a key accounting estimate as disclosed in the 'critical accounting estimates and judgements' note (note 5) to the consolidated financial statements.

We evaluated the process and internal controls (including the IT systems, which support the accounting) within ICT Group N.V. relating to the measurement of the revenue to be invoiced based on the project revenue recognition. We tested the operating effectiveness of the internal controls such as the monthly detailed review of changes on the projects, analysis of available contract hours and recorded hours on projects (job time versus shop time), approval of recorded hours by the (project) manager, and the assessment of missing or unprocessed hours. These controls provide audit evidence relating to the base on which the measurement of the satisfaction of the performance obligation was determined and the estimated cost to complete was estimated.

The internal controls over the assessment of the progress toward complete satisfaction of the performance obligation and the estimated cost to complete did not improve compared to prior year. We were therefore not able to place reliance on these internal control procedures with respect to the measurement of the fixed price projects. As a result, we performed additional substantive procedures in this area.

To determine the quality of the estimates made by the executive board, we performed so-called look-back procedures, in which we assessed the outcome of prior years' estimates in the current financial year.

These procedures showed us that the outcome of the projects versus the executive board's estimates fell within an acceptable range. We used this in determining the rigour and depth of this year's audit. With respect to the valuation of the revenue to be invoiced and the measurement of fixed price projects, we tested the estimated cost to complete for all projects with a contract revenue of over €1.1 million. These larger projects are, in our experience with such projects within the Company, more unique and complex and therefore, considered as the projects with the most significant estimates.

We also tested projects with revenue to be invoiced or a contract asset (or liability) related to fixed price projects exceeding €1.1 million as at 31 December 2020.

We challenged the assumptions and estimates applied by the executive board, and obtained supporting evidence, such as project budgets and detailed planning and discussed this with the responsible project managers. Furthermore, for a sample of projects, we verified the recorded revenue including overruns and scope changes with the supporting documentation (i.e. contracts). We found that the recorded revenue for the projects selected was adequately supported by available evidence.

With respect to loss-making contracts, we compared total estimated revenue with total estimated costs for all projects and considered the results of the look-back procedures and other testing performed to assess the completeness of the list of loss-making contracts and/or projects. We found no material exceptions with respect to estimates relating to loss-making contracts.

We also tested the accuracy and completeness of costs incurred and verified whether the allocation to projects is accurate.

Key audit matter

How our audit addressed the matter

Impairment assessment of goodwill and other intangible assets

Notes 9 and 10

The goodwill and other intangible assets amount to €38.1 million and €18.7 million, respectively, and represent 43% of the consolidated balance sheet total at 31 December 2020. Goodwill is subject to an annual impairment test, other intangible assets with no indefinite useful life only when triggers are identified. The executive board has not identified events, including the COVID-19 pandemic, that would trigger an impairment test. Hence, no impairment assessment has been conducted regarding other intangible assets.

Impairments are recognised when the carrying value is higher than the recoverable amount. The recoverable amounts of the cash-generating units (CGUs) have been determined based on value-in-use calculations based on expected future cash flows from those CGUs.

The impairment assessment for goodwill prepared by the executive board includes a variety of internal and external factors, which represents significant estimates that require the use of valuation models and a significant level of management judgement, particularly with respect to the assumptions related to the discount rate and the growth rates in the Company's discounted cash flow calculations and future cash flow forecasts.

Due to the level of judgement combined with the magnitude of these assets, any change in the important assumptions, based on their sensitivity could have a significant effect on the financial statements. That is why we considered this area as a key audit matter for our audit.

We tested the executive board's triggering event analysis through a combination of inquiry, market research and evaluating historical figures and concur with the executive board's views that, based on the available information and knowledge, no triggers are applicable.

We challenged the executive board's CGU identification and goodwill allocation to the clusters based on the relevant aspects (revenue, profitability and personnel costs). We confirmed that they had identified all relevant CGUs. We evaluated and challenged the composition of the executive board's future cash flow forecasts, and the process by which they were drawn up. We found that the executive board had followed its process for drawing up future cash flow forecasts, which was consistent with the multi-annual plan approved by the supervisory board.

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 that consists of:

- the report of the executive board;
- the other information pursuant to Part 9 of Book 2 of the Dutch Civil Code;
- the company profile, financial highlights 2020, message from the CEO, shareholder information, making the world a little smarter every day, members of the executive board report of the executive board, staying connected in a sustainable world, risk management and internal control, corporate governance, members of the supervisory board, report of the supervisory board and the appendices.

Based on the procedures performed as set out below, we conclude that the other information:

- is consistent with the financial statements and does not contain material misstatements;
- contains the information that is required by Part 9 of Book 2 and the sections 2:135b and 2:145 subsection 2 of the Dutch Civil Code.

We have read the other information. Based on our knowledge and understanding obtained in our audit of the financial statements or otherwise, we have considered whether the other information contains material misstatements.

By performing our procedures, we comply with the requirements of Part 9 of Book 2 and section 2:135b subsection 7 of the Dutch Civil Code and the Dutch Standard 720. The scope of such procedures was substantially less than the scope of those performed in our audit of the financial statements.

The executive board is responsible for the preparation of the other information, including the report of the executive board and the other information in accordance with Part 9 of Book 2 of the Dutch Civil Code and the remuneration report in accordance with the sections 2:135b and 2:145 subsection 2 of the Dutch Civil Code.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

Our appointment

We were first appointed as auditors of ICT Group N.V. at the annual meeting held on 10 May 2017. Our appointment has been renewed in the annual meeting held on 24 June 2020 representing a total period of uninterrupted engagement appointment of four years.

No prohibited non-audit services

To the best of our knowledge and belief, we have not provided prohibited non-audit services as referred to in article 5(1) of the European Regulation on specific requirements regarding statutory audit of public-interest entities.

Services rendered

The services, in addition to the audit, that we have provided to the Company and its controlled entities, for the period to which our statutory audit relates, are disclosed in note 29 to the financial statements.

RESPONSIBILITIES FOR THE FINANCIAL STATEMENTS AND THE AUDIT

Responsibilities of the executive board and the supervisory board for the financial statements

The executive board is responsible for:

- the preparation and fair presentation of the financial statements in accordance with EU-IFRS and with Part 9 of Book 2 of the Dutch Civil Code; and for
- such internal control as the executive board 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 executive board is responsible for assessing the Company's ability to continue as a going concern. Based on the financial reporting frameworks mentioned, the executive board should prepare the financial statements using the going-concern basis of accounting unless the executive board either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The executive board 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 responsibility is to plan and perform an audit engagement in a manner that allows us to obtain sufficient and appropriate audit evidence to provide a basis for our opinion. Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and to issue an auditor's report that includes our opinion. Reasonable assurance is a high but not absolute level of assurance, which makes it possible that we may not detect all material misstatements. Misstatements may arise due to fraud or error. They are considered to be material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

Materiality affects the nature, timing and extent of our audit procedures and the evaluation of the effect of identified misstatements on our opinion.

A more detailed description of our responsibilities is set out in the appendix to our report.

Eindhoven, 4 March 2021

PricewaterhouseCoopers Accountants N.V.

Original has been signed by W.C. van Rooij RA

**The auditor's report included in this Section 13.7 of the Offer Memorandum is the original auditor's report that was issued on 4 March 2021 with respect to ICT Group's financial statements for the financial year 2020. These financial statements were part of ICT Group's annual report for the financial year 2020, which also contained the following chapters: Company profile, Financial highlights 2020, Message from the CEO, Shareholder information, Making the world a little smarter every day, Members of the Executive Board, report of the Executive Board, Staying connected in a sustainable world, Risk management and internal control, Corporate Governance, Members of the Supervisory Board, Report of the Supervisory Board, Other information pursuant to Part 9 of Book 2 of the Dutch Civil Code and Appendices. The aforementioned chapters of ICT Group's annual report for the financial year 2020 have not been included in the Offer Memorandum.*

APPENDIX TO OUR AUDITOR'S REPORT ON THE FINANCIAL STATEMENTS 2020 OF ICT GROUP N.V.

In addition to what is included in our auditor's report, we have further set out in this appendix our responsibilities for the audit of the financial statements and explained what an audit involves.

The auditor's responsibilities for the audit of the financial statements

We have exercised professional judgement and have maintained professional scepticism throughout the audit in accordance with Dutch Standards on Auditing, ethical requirements and independence requirements. Our audit consisted, among other things of the following:

- Identifying and assessing the risks of material misstatement of the financial statements, whether due to fraud or error, designing and performing audit procedures responsive to those risks, and obtaining audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the intentional override of internal control.
- Obtaining an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the executive board.
- Concluding on the appropriateness of the executive board's use of the going-concern basis of accounting, and based on the audit evidence obtained, concluding whether a material uncertainty exists related to events and/or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report and are made in the context of our opinion on the financial statements as a whole. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluating the overall presentation, structure and content of the financial statements, including the disclosures, and evaluating whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Considering our ultimate responsibility for the opinion on the consolidated financial statements, we are responsible for the direction, supervision and performance of the group audit. In this context, we have determined the nature and extent of the audit procedures for components of the Group to ensure that we performed enough work to be able to give an opinion on the financial statements as a whole. Determining factors are the geographic structure of the Group, the significance and/or risk profile of group entities or activities, the accounting processes and controls, and the industry in which the Group operates. On this basis, we selected group entities for which an audit or review of financial information or specific balances was considered necessary.

We communicate with the supervisory board regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit. In this respect, we also issue an additional report to the audit committee in accordance with article 11 of the EU Regulation on specific requirements regarding statutory audit of public-interest entities. The information included in this additional report is consistent with our audit opinion in this auditor's report.

We provide the supervisory board with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related actions taken to eliminate threats or safeguards applied.

From the matters communicated with the supervisory board, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, not communicating the matter is in the public interest.

The following information included in ICT Group's annual report for 2020 is not included in these financial statements:

- Company profile
- Financial highlights 2020
- Message from the CEO
- Shareholder information
- Making the world a little smarter every day
- Member of the Executive Board
- Report of the Executive Board
- Staying connected a sustainable world
- Risk Management and internal control
- Corporate Governance
- Member of the Supervisory Board
- Report of the Supervisory Board
- Other information pursuant to Part 9 of Book 2 of the Dutch Civil Code
- Appendices

The information listed above as included in ICT Group's annual report for 2020 is incorporated by reference in this Offer Memorandum and is available at the website of ICT Group (<https://ict.eu/about-us/investor-relations/financial-publications/#reports>).

14. ARTICLES OF ASSOCIATION

14.1 Articles of association post-settlement

ARTICLES OF ASSOCIATION:

Name. Corporate seat.

Article 1.

- 1.1. The name of the company is: ICT Group N.V. and it has its corporate seat in Rotterdam, the Netherlands.
- 1.2. The company shall have the power to establish offices and branches in as well as outside the Netherlands.
- 1.3. The articles 2:158 up to and including 2:162 and 2:164 Dutch Civil Code apply to the company.

Objects.

Article 2.

The objects of the company are to participate in, to conduct the management and to finance of other businesses, in particular in the field of engineering, information technology and software services, all in the broadest sense, as well as, for its own account, performing engineering, information technology and software services, all in the broadest sense, as well as to provide guarantees for third party debts and finally all that is related or desirable in connection with the foregoing.

Share Capital and Shares.

Article 3.

The authorised share capital of the company is three million seven hundred and fifty thousand euro (EUR 3,750,000). The authorised share capital is divided into thirty-seven million and five hundred thousand (37,500,000) shares with a nominal value of ten eurocents (EUR 0.10) each.

Issue of shares.

Article 4.

- 4.1. Shares are issued pursuant to a resolution of the management board if the management board has been authorised to do so by a resolution of the general meeting for a specific period with due observance of applicable statutory provisions. This resolution of the general meeting must state how many shares may be issued. The authorisation may be extended by specific consecutive periods with due observance of applicable statutory provisions. Unless otherwise stipulated at its grant, the authorisation may not be withdrawn. A resolution of the management board to issue shares requires the approval of the supervisory board.
- 4.2. In the event that the management board is designated as the authorised corporate body to resolve to issue shares, this authorisation must include the number and class of shares that may be issued. The authorisation may each time be extended for a period of not more than five years. Unless the designation provides otherwise, the authorisation cannot be withdrawn.
- 4.3. The provisions of paragraphs 1 up to and including 3 shall equally apply to the grant of rights to acquire for shares, but shall not apply to the issue of shares to a person who exercises a previously granted right to acquire shares.
- 4.4. Upon the issue of a registered ordinary share, the transfer of the shares for inclusion in the Giro Depot as referred to article 12 paragraph 1 can be done by the company. It is sufficient that the company shall enter the share in the shareholder's register in the name of the Central Institute referred to in article 12 paragraph 1, stating that the share is registered to the Giro Depot and by including the other required information referred to in article 14, and the Central Institute accepts the transfer.

Publication of the resolution of issuance and designation.

Article 5.

- 5.1. Within eight days of a resolution of the general meeting to issue shares or to designate the management board as corporate body authorised to issue shares, the management board files the

full text of the resolution with the Dutch Trade Register.

- 5.2. Within eight days of the end of each quarter of a calendar year, the management board files each issue of shares in the foregoing quarter with the Dutch Trade Register, stating the number and class of the issued shares.
- 5.3. The provisions of the preceding paragraphs also apply to the granting of rights to acquire shares, but do not apply to the issue of shares to a person exercising a previously granted right to acquire shares.

Payment on shares.

Article 6.

- 6.1. Shares are only issued against payment in full.
- 6.2. Payments on shares must be made in cash in so far as no other consideration has been agreed upon. Payment in a different currency may be made with the approval of the company.
- 6.3. The management board is authorised to perform legal acts regarding contributions on shares and other legal acts as referred to in article 2:94 paragraph 1 Dutch Civil Code without the approval of the general meeting.

Pre-emptive right in the issue of shares.

Article 7.

- 7.1. Upon the issue of shares each shareholder has a pre-emptive right on the shares to be issued in proportion to the aggregate amount of his shares, notwithstanding the last sentence of article 2:96a paragraph 1 Dutch Civil Code and notwithstanding paragraph 2 of this article.
- 7.2. Upon the issue of shares, no pre-emptive right exists on shares to be issued against a contribution other than in cash.
- 7.3. Subject to the approval of the supervisory board and notwithstanding this article, the corporate body authorised to issue shares determines upon its resolution to issue shares in which manner and during which period the pre-emptive rights can be exercised.
- 7.4. The company announces the issue of shares subject to pre-emptive rights and the period during which these rights can be exercised in the State official Gazette (*Staatscourant*) and in a national daily newspaper.
Pre-emptive rights can be exercised during a period of at least two weeks following publication in the State official Gazette (*Staatscourant*).
- 7.5. Upon the issue of shares, the pre-emptive right of a shareholder can only be exercised by, and shares are only issued to, the person registered in the shareholder's register as shareholder. In the event that shares are registered in the shareholder's register in the name of an Intermediary or the Central Institute as referred to in article 12 paragraph 1, the management board, subject to approval of the supervisory board, is authorised to make an arrangement that deviates from the preceding sentence. A transfer of shares in accordance with the provisions laid down by or pursuant to this paragraph releases the company.
- 7.6. Upon the grant of rights to acquire shares, shareholders have a pre-emptive right; the above in this article and article 8 apply accordingly. Shareholders have no pre-emptive right on shares to be issued to a person exercising a previously granted right to acquire shares.

Exclusion and restriction of pre-emptive rights.

Article 8.

- 8.1. Pre-emptive rights on shares may be restricted or excluded, subject to the approval of the supervisory board. The reasons for the proposal and the determination of the intended issue price are explained in writing in the proposal for such restriction or exclusion.
- 8.2. Limitation or exclusion of pre-emptive rights requires a resolution of the general meeting, unless the management board is authorised to adopt such resolution. The authorisation is granted by a resolution of the general meeting to the management board for a period not exceeding five years, provided that the management board has also been or is also at the same time designated as the corporate body authorised to issue shares.
The designation has effect as long as the management board is the corporate body authorised to issue shares. Unless determined otherwise upon the designation, the designation cannot be

withdrawn.

- 8.3. A resolution of the general meeting to restrict or exclude pre-emptive rights on shares, as referred to in the preceding paragraph, requires a majority of at least two-thirds of the votes cast in the event that less than half of the issued share capital is represented at the meeting. Within eight days of such resolution, the management board files the full text of the resolution with the Dutch Trade Register.

Acquisition of own shares. Right of pledge on own shares.

Article 9.

- 9.1. The management board may, subject to the authorisation of the general meeting and notwithstanding the provisions of article 2:98d Dutch Civil Code, cause the company to acquire fully paid-up shares in its own capital against a consideration.

Such acquisition is only permitted if :

- a. the company's equity, minus the acquisition price of the shares, is not less than the paid and called up part of the share capital, increased by the reserves to be maintained pursuant to law;
- b. the nominal value of the shares to be acquired and of the shares held by or pledged for the benefit of the company or held by a subsidiary (*dochtermaatschappij*) does not exceed the part of the issued share capital as prescribed by law.

The requirement as referred to under a. shall be determined on the basis of the company's equity as shown by the most recently adopted balance sheet, minus the acquisition price for shares in the company's share capital, the amount of the loans as referred to in article 2:98c paragraph 2 Dutch Civil Code and any distribution of profits or reserves to others which have become due by the company and its subsidiaries after the balance sheet date. No acquisition pursuant to this paragraph is permitted if a period of more than six months following the end of a financial year has lapsed without adoption of the annual accounts.

Upon designation of the management board, which designation may not exceed the term provided for by law, the general meeting must determine the number and class of shares that may be acquired and within which scope the price must be.

- 9.2. The management board with the approval of the supervisory board resolves to transfer shares held by the company. There are no pre-emptive rights in case of such transfer.
- 9.3. If depositary receipts issued for shares are issued, for the purposes of the preceding paragraphs, such depositary receipts will be equated with shares.
- 9.4. The company may, with due observance of the relevant legal provisions, acquire a right of pledge on shares or on depositary receipts issued for such shares.

Consequences of holding own shares

Article 10.

- 10.1. The company is not entitled to distributions on shares that it holds in its own share capital; nor is the company entitled to distributions on shares of which it holds depositary receipts issued for such shares. The shares held by the company will not be included when calculating the dividend to be paid on the other shares.
- 10.2. In the general meeting no votes may be cast on a share held by the company or a subsidiary; no votes may be cast on a share of which the depositary receipt issued for a share is held by the company or a subsidiary. Holders of a right of usufruct of a share held by the company or a subsidiary are not excluded from voting rights, provided that the right of usufruct was created prior to the acquisition of such share by the company or a subsidiary, notwithstanding article 16 paragraph 1. Neither the company nor a subsidiary may cast votes on a share of which it holds a right of usufruct.
- 10.3. Upon the determination of whether shareholders vote, are present or represented, or to what extent the share capital is provided or represented, the shares for which no votes may be cast in pursuant to the law shall not be taken into account.

Reduction of share capital.

Article 11.

- 11.1. The general meeting may, with due observance of article 2:99 Dutch Civil Code, resolve to reduce

the issued share capital by way of cancellation of shares or by reducing the nominal value of shares by an amendment to the articles of association. In the resolution the respective shares must be indicated and the way the resolution shall be effected must be stated.

A partial repayment or waiver of the payment obligation may only be made pro rata to all shares concerned. The pro rata requirement may be waived with the consent of all shareholders concerned.

- 11.2. The general meeting only adopts a resolution to reduce the share capital with a majority of at least two-thirds of the votes cast if less than half of the issued share capital is represented. A resolution to reduce the share capital requires the prior or simultaneous approval of each group of holders of shares of a class whose rights are negatively affected; the provisions of the first sentence relating to the adoption of the resolution apply accordingly in this respect.

Shares.

Article 12.

- 12.1. Hereafter the following terms mean:

Central Institute	:	the central institute as referred to in the Securities Giro Act (<i>Wet Giraal Effectenverkeer</i>);
Affiliated Institution	:	an affiliated institution (<i>aangesloten instelling</i>) as referred to the Securities Giro Act;
Intermediary	:	an intermediary (<i>intermediair</i>) as referred to in the Securities Giro Act;
Collective Depot	:	a collective depot (<i>verzameldepot</i>) as referred to in the Securities Giro Act for shares; and
Giro Depot	:	a giro depot (<i>girodepot</i>) as referred to in the Securities Giro Act for shares.

- 12.2. The shares are in registered or in bearer form. Shares in bearer form shall be embodied in a share certificate (the "**Global Certificate**"). In a Global Certificate a provision as referred to in article 36 paragraph 5 Securities Giro Act can be included. Pursuant to a resolution of the management board, subject to approval by the supervisory board, the company may request the Central Institute to convert the shares in bearer form that are included in the Giro Depot into shares in registered form in accordance with article 36 paragraph 6 Securities Giro Act.

- 12.3. The company must have the Global Certificate as referred to in paragraph 3 of this article kept by the Central Institute.

- 12.4. No share certificates are issued for registered shares.

Article 13.

- 13.1. The company grants a right to a person in respect of an ordinary share in bearer form due to (a) a request by the company to the Central Institute to make a note on the Global Certificate that this Global Certificate also relates to the share or that the company places a replacement Global Certificate in custody of the Central Institute which also embodies the relevant share and (b) the entitled person designates an Intermediary, which credits him accordingly as joint holder in the Collective Deposit.
- 13.2. The Central Institute is charged with the administration of the Giro Depot. The Intermediaries are charged with the administration of the Collective Depot kept by them. The provisions of the Securities Giro Act apply to the administration.
- 13.3. A holder of shares in registered form may at all times have one or more of his shares in registered form converted to shares in bearer form due to (a) the entitled person transfers these shares by deed to an Intermediary, (b) a Affiliated Institution transfers these shares to the Central Institute by a deed (for inclusion in the Giro Depot), (c) the company acknowledges the transfers, (d) the company requests the Central Institute to make a note on the Global Certificate that this Global Certificate also relates to these shares or the company places a replacement Global Certificate in custody of the Central Institute which also embodies the relevant shares, (e) an Intermediary designated by the entitled person credits the entitled person accordingly as joint holder in its collective depot and (f) the management board has the entitled person deregistered as holder of

these shares from the shareholder's register.

Shareholder's register.

Article 14.

- 14.1. The management board keeps a register in which the names and addresses of all holders of registered shares are recorded, stating the date on which they acquired the shares, the date of acknowledgement or servicing, and stating the amount paid up on each share.
If registered shares are transferred to an Intermediary for inclusion in a Collective Depot, or to the Central Institute for inclusion in the Giro Depot, the name and address of the Intermediary or the Central Institute will be included in the shareholder's register, stating the date on which the shares were first included in a Collective Depot or the Giro Depot, the date of acknowledgment or service, as well as the amount paid on each ordinary share.
Furthermore the names and addresses of persons who hold a right of usufruct or a right of pledge will be recorded in the shareholder's register, stating if they hold, with due observance of article 16, the rights attached to shares pursuant to paragraphs 2, 3 and 4 of articles 2:88 and 2:89 Dutch Civil Code, and if so, which rights.
- 14.2. The register is kept up to date; including any waiver of payment obligations for payments not yet made. Each deregistration in the shareholder's register is signed by a managing director. For the purpose of the preceding sentence, a facsimile signature qualifies as a self-placed signature.
- 14.3. Upon the request of a shareholder, a registered holder of a right of usufruct or a registered holder of a right of pledge the management board provides an extract from the shareholder's register regarding their respective rights in respect of a registered share. If a share is encumbered with a right of usufruct or a right of pledge, the extract specifies who, with due observance of article 16, is entitled to the rights following from paragraphs 2, 3 and 4 of articles 2:88 and 2:89 Dutch Civil Code.
Copies or extracts are not tradeable.
- 14.4. The management board makes the shareholder's register available at the office of the company for inspection by shareholders, as well as holders of a right of usufruct and holders of a right of pledge who are entitled to the rights as referred to in paragraph 4 of articles 2:88 and 2:89 Dutch Civil Code.
- 14.5. Each holder of a registered share, as well as each holder of a right of usufruct or a right of pledge on registered shares is obligated to submit his address to the management board.

Joint Shareholdings.

Article 15.

If registered shares or a right of usufruct with voting rights in registered shares are included in a joint holding, the joint participants may only be represented vis-à-vis the company by a person who has been jointly designated by them in writing for that purpose. The joint participants may also designate more than one person. Upon the designation or thereafter, they may decide - provided unanimously - that if a participant so desires, a number of votes in accordance with his designation will be cast that corresponds to the share he has in the joint shareholding.

Pledge and usufruct in shares. Holder of depositary right.

Article 16.

- 16.1. The shareholder has the voting rights of the shares encumbered with a right of usufruct or a right of pledge. In deviation of the preceding sentence, the voting rights vest with a holder of a right of usufruct if this was stipulated when the right of usufruct was created.
Voting rights may not be vested with holders of a right of pledge on shares.
- 16.2. Holders of a right of usufruct without voting rights and holders of a right of pledge on shares are not entitled to the rights conferred by law on the holders of depositary receipts issued for shares with the company's cooperation.
- 16.4. Where the articles of association refer to holders of depositary receipts, this will mean holders of depositary receipts for shares issued with the company's cooperation and persons who, pursuant to paragraph 4 of article 2:88 or article 2:89 Dutch Civil Code in conjunction with the provisions above in this article, have the rights conferred by law on holders of depositary receipts for shares

issued with the company's cooperation.

- 16.5. Where in these articles of association reference is made to voting rights and/or meeting rights, this will include shareholders, holders of a right of usufruct with voting rights and holders of depositary receipts.

Convocation notices, notifications and communications.

Article 17.

- 17.1. Without prejudice to article 7 paragraph 4, all convocation notices or notifications to shareholders or holders of depositary receipts will be sent by way of an announcement published electronically, which will be directly and permanently accessible up to the moment the general meeting.
- 17.2. Communications and notifications which must be addresses to the general meeting by law or by the articles of association can be made by including them either in the convocation notice for the general meeting or in a document available at the company's offices, provided this is stated in the convocation notice for the general meeting, with due observance of the relevant statutory provisions. Copies of a document as referred to in the preceding sentence are made available at no cost at the respective locations.

Share transfers.

Article 18.

- 18.1. Unless the law provides otherwise, the transfer of registered shares or the transfer of a restricted right on such shares requires a deed for that purpose and, unless the company is a party to that legal act, a written acknowledgement of the transfer by the company. The acknowledgement must be included in the deed or by a dated statement containing the acknowledgement on the deed or on a true copy or a copy of or extract certified by the transferor. Service of notice of the transfer deed or of a true copy or extract of that deed on the company will qualify as acknowledgement.
- 18.2. Paragraph 1 applies *mutatis mutandis* to establishment and relinquishment of a limited right on registered shares. A right of pledge may also be created without acknowledgement by or service of notice to the company; in which case article 3:239 Dutch Civil Code applies, in which case acknowledgement by or service of notice to the company will replace the announcement as referred to in article 3:239 paragraph 3 Dutch Civil Code.
- 18.3. If a registered ordinary share is transferred for the purpose of inclusion in a Collective Depot, the transfer is accepted by the relevant Intermediary. If an ordinary share is transferred for inclusion in the Giro Depot, the Central Institute accepts the transfer. The transfer and acceptance may take place without the cooperation of the other participants in the Collective Depot and without the cooperation of other Affiliated Institutions. Upon the issue of a registered ordinary share to the Central Institute or to an Intermediary, the transfer for inclusion in the Giro Depot or Collective Depot takes place without the cooperation of other Intermediaries or other participants in the Collective Depot.
- 18.4. An Affiliated Institution may transfer shares for the purpose of inclusion in the Giro Depot and, to the extent that delivery pursuant to the Securities Giro Act is not impossible, delivery from the Collective Depot without the cooperation of the other participants. The Central Institute may, to the extent that delivery under the Securities Giro Act is not impossible, deliver from the Collective Depot for inclusion in a Collective Depot without the cooperation of the other participants.

Management board.

Article 19.

- 19.1. The company is managed, under the supervision of a supervisory board, by a management board consisting of one or more members of which the exact number is determined by the supervisory board. If there is more than one managing director, the supervisory board may appoint one of the managing directors as chairman of the management board.
- 19.2. With due observance of these articles of association and subject to the approval by the supervisory board, the management board may adopt rules regulating its internal affairs. Furthermore, the managing directors may divide their duties among themselves, whether or not by rule. An amendment of the board rules requires the approval of the supervisory board as well.
- 19.3. The management board shall meet whenever a managing director so requests. It shall adopt its

resolutions by an absolute majority of votes cast.

In a tie vote, the proposal will be discussed in a combined meeting of the management board and the supervisory board to be called.

If in the aforementioned combined meeting, the votes of the managing directors tie again, the proposal shall have been rejected, unless there are more than two managing directors in office and one of them appointed as chairman, in which case the chairman of the management board shall have a deciding vote.

- 19.4. If a managing director has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the management board. If as a result thereof no resolution of the management board can be adopted, the resolution is adopted by the supervisory board. Failing a supervisory board, the resolution is adopted by the general meeting.
- 19.5. Resolutions of the management board with regard to an important change in the identity or character of the company or the enterprise shall be subject to the approval of the general meeting; these include in any event:
- a. the transfer of the enterprise or practically the entire enterprise to a third party;
 - b. the conclusion or cancellation of any long-lasting cooperation by the company or a subsidiary with any other legal person or company or as a fully liable general partner of a limited partnership or a general partnership, provided that such cooperation or the cancellation thereof is of essential importance to the company; and
 - c. the acquisition or disposal of a participating interest in the capital of a company with a value of at least one-third of the sum of the assets according to the consolidated balance sheet with explanatory notes thereto according to the last adopted annual accounts of the company, by the company or a subsidiary.
- 19.6. Resolutions of the management board relating to the following matters require the approval of the supervisory board:
- a. issue, which include the grant of a right to acquire shares and acquisition of shares in the capital of the company and debt instruments issued by the company or of debt instruments issued by a limited or general partnership of which the company is a fully liable partner;
 - b. cooperation with the issue of depositary receipts for shares;
 - c. an application for admission to trading of the instruments as referred to in subparagraphs a. and b. on a market in financial instruments as referred to in article 1:1 of the Financial Markets and Supervision Act (*Wet op het financieel toezicht*) or an application for withdrawal of such admission;
 - d. entry into or termination of a lasting cooperation by the company, or by a dependent company, with another legal entity, company or partnership, or as fully liable partner in a limited or general partnership, if such cooperation or termination thereof is of far-reaching significance to the company;
 - e. acquisition or divestment of a participating interest by the company or by a dependent company in the capital of another company or divestment of (a substantial part of) its business;
 - f. investments requiring an amount equal to at least one-quarter of the sum of the issued share capital and the reserves of the company as shown in its balance sheet with explanatory notes;
 - g. a proposal to amend the articles of association;
 - h. a proposal to dissolve the company;
 - i. application for bankruptcy and for suspension of payments;
 - j. termination of the employment of a considerable number of employees of the company or of a dependent company at the same time or within a short time span;
 - k. a far-reaching change in the working conditions of a considerable number of employees of the company or of a dependent company;
 - l. a proposal to reduce the issued capital
- 19.7. With respect to article 19.6, a resolution of the management board approving a resolution of any

corporate body of a company in which the company participates shall be treated as a resolution of the management board, if the resolution to be approved would be subject to prior approval referred to in article 19.6 if it were a resolution of the management board.

- 19.8. The supervisory board may resolve to make other clearly described resolutions of the management board subject to its approval. The supervisory board notifies the management board in writing without delay.
- 19.9. Missing the required approval of the general meeting or the supervisory board does not affect the authority of the management board or the managing directors to represent the company.

Appointment, suspension and dismissal of managing directors.

Article 20.

- 20.1. Managing directors are appointed by the supervisory board. The supervisory board may suspend or dismiss a managing director at all times.
The supervisory board notifies the general meeting and the works council as referred to in article 2:158 Dutch Civil Code of an intended appointment. The supervisory board may suspend a managing director at any time.
- 20.2. If the supervisory board has suspended a managing director, the supervisory board must within three months after the suspension resolve either to dismiss the managing director or to terminate or continue the suspension, failing such resolution the suspension shall lapse. A resolution to continue the suspension may only be adopted once and in such event the suspension may only be continued for a maximum period of three months, commencing on the day that the supervisory board has adopted the resolution to continue the suspension.
If the supervisory board has not resolved to dismiss or to terminate the suspension within the period required for continuation, the suspension shall lapse.
A suspended managing director is given the opportunity to account for his actions at the meeting at which the general meeting is consulted about his dismissal and to be assisted by an advisor.
- 20.3. In the event that one or more managing directors is prevented from acting, or in the case of a vacancy or vacancies for one or more managing directors, the remaining managing directors or the only remaining managing director shall temporarily be in charge of the management, notwithstanding the authority of the supervisory board to designate a temporary managing director as a substitute of such managing director.
In the event that all managing directors are or the sole managing director is prevented from acting or there are vacancies for all managing directors or there is a vacancy for the sole managing director, the supervisory board shall temporarily be in charge of the management; in such case the supervisory board shall be authorised to designate one or more temporary managing directors.
If there are one or more vacancies the supervisory board shall as soon as possible take the necessary measures to make a definitive arrangement.
- 20.4. Vacancies in the management board must be filled as soon as possible.
- 20.5. The management board's remuneration policy is adopted by the general meeting at the proposal of the supervisory board. The policy contains the statutory topics. The proposed remuneration policy shall not be presented to the general meeting before the statutory works council(s) has/have been given the opportunity to advise the corporate body that is charged with making the proposal as mentioned in the first sentence of this article.
The remuneration of the managing directors is determined by the supervisory board with the policy as referred to in the first sentence of this paragraph taken into account. The supervisory board submits to the general meeting for its approval a proposal with regard to arrangements for remuneration of the management board in the form of shares or rights to subscribe for shares. The proposal shall at least set out the number of shares or rights to subscribe for shares to be granted to the management board and the applicable criteria for such grant or for any change thereto. A lack of approval by the general meeting does not affect the representative authority of the supervisory board.

Authorised persons.

Article 21.

The management board may, subject to the prior approval of the supervisory board, grant power to represent the company (*procuratie*) or any other power to represent the company on a continuing basis to one or more individuals whether or not employed by the company. The approval of the supervisory board is not required if the management board has determined that the granted authority to represent the company is with respect to minor ordinary course operations.

Representation.

Article 22.

The management board and each managing director individually is authorised to represent the company.

Supervisory Board.

Article 23.

- 23.1. The supervision of the management of the management board and of the general course of the company's affairs and its business is performed by the supervisory board. The supervisory board shall consist of five (5) members:
- (a) one (1) supervisory directors A;
 - (b) one (1) supervisory director B;
 - (c) two (2) supervisory directors N; and
 - (d) one (1) supervisory director T,
- who must be natural persons.
- In case there are less than five (5) supervisory directors, the supervisory board must take immediate action to supplement the number of its seats.
- The supervisory board supports the management board with advice. In fulfilling their duties the supervisory directors serve the interests of the company and its business if the company is part of a group. The management board informs the supervisory board timely with the information needed to fulfil its duties.
- 23.2. The supervisory board draws up a profile for its size and composition, taking into account the nature of the business, its activities and the required expertise and background of the supervisory directors. The supervisory board discusses the profile and any changes thereto in the general meeting and with the works council as referred to in article 2:158 paragraph 11 Dutch Civil Code, hereinafter referred to as the works council.
- 23.3. The supervisory directors are appointed by the general meeting upon the nomination of the supervisory board; in the event as referred to in the last sentence of paragraph 8 the appointment shall be made by the supervisory board.
- The supervisory board informs the general meeting and the works council simultaneously of its nomination.
- 23.4. The general meeting and the works council may recommend to the supervisory board persons for nomination as supervisory directors. The supervisory board shall for that purpose inform the general meeting and the works council in due time when, for what reason and according to which profile a vacancy is to be filled. If the enhanced right of recommendation as referred to in paragraph 6 applies, the supervisory board also informs the general meeting and the works council thereof.
- 23.5. Together with a recommendation or nomination for the appointment of a supervisory director the following information is given in respect of the candidate: his age, his profession, the amount of the shares he holds in the company's share capital and the positions currently or previously held by him insofar as relevant to the fulfilment of the duties as a supervisory director. It is also mentioned of which legal entities he is a supervisory director. If any of these legal entities belong to the same group, it is sufficient to mention that group. The recommendation and nomination for the appointment or re-appointment of a supervisory director specifies the reasons for that recommendation or nomination. In the case of a re-appointment, the manner in which the candidate has performed his tasks as supervisory director is taken into account.
- 23.6. With regard to one third of the number of supervisory directors, the supervisory board shall place a person recommended by the works council on the nomination, unless the supervisory board objects to the recommendation on the grounds that the person recommended is expected to be unsuitable

for the fulfilment of the duties of supervisory director or that the supervisory board will not be suitably composed when the appointment is made as recommended. If the number of supervisory directors cannot be divided by three, the nearest lower number that can be divided by three will be the basis for determining the number of members to which this enhanced right of recommendation applies. The person nominated for appointment pursuant to this paragraph shall be appointed as supervisory director A.

- 23.7. If the supervisory board objects a person recommended by the works council by using the right as referred to in the previous paragraph, it will inform the works council of that objection and the reasons for it. The supervisory board will consult with the works council without delay with a view to reaching an agreement on the nomination. If the supervisory board determines that no agreement can be reached, a representative of the supervisory board designated for that purpose requests the Enterprise Chamber of the Amsterdam Court of Appeal to uphold the objection. The application may not be filed until four weeks have lapsed since the consultations with the works council commenced. The supervisory board nominates the recommended person if the Enterprise Division declares the objection unfounded. If the Enterprise Division upholds the objection, the works council may make a new recommendation in accordance with paragraph 6.
- 23.8. The general meeting may reject the nomination with an absolute majority of the votes cast, representing at least one-third of the issued capital. If the shareholders withhold their support from the candidate by an absolute majority of the votes, while such majority does not represent at least one-third of the issued share capital, a new general meeting may be convened at which the nomination may be rejected by an absolute majority of the votes cast. If the nomination is rejected the supervisory board will make a new nomination. Paragraphs 4 up to and including 7 shall apply. If the general meeting does not appoint the nominated person and does not resolve to reject the nomination, the supervisory board shall appoint the nominated person.
- 23.9. The appointment by the general meeting may take place in the same meeting as that at which the general meeting is given the opportunity to make the recommendation as referred to in paragraph 4, provided that the notice convening the meeting:
- a. specifies when, for what reason and according to which profile a supervisory director is to be appointed;
 - b. sets out the name of the person to be nominated by the supervisory board, and also states that the details of and reasons for the nomination as referred to in paragraph 5, have been made available for inspection at the company's offices; and
 - c. states that the nomination will only be regarded as a nomination only if no recommendation as referred to in paragraph 4 has been made by the general meeting,
- the foregoing without prejudice to the rights of the works council.
- 23.10. The following persons shall not be eligible for a supervisory directorship:
- a. persons employed by the company;
 - b. persons employed by a dependent company;
 - c. managing directors and employees of an employees' organisation which is normally involved in establishing the terms of employment of the persons as referred to in a. and b.
- 23.11. If there are no supervisory directors, other than as a consequence of article 24 paragraph 4 up to and including 7 the general meeting shall make the appointment.
- 23.12. If paragraph 11 is applicable, the works council may recommend persons for appointment as supervisory director. The person convening the general meeting will timely inform the works council that the appointment of supervisory directors will be considered at the general meeting, specifying whether the appointment is made in accordance with the works council's right of recommendation pursuant to article 23 paragraph 6.
- 23.13. Article 23 paragraphs 6 and 7 apply *mutatis mutandis* in the event paragraph 11 applies.
- 23.14. The supervisory board may, with due observance of these articles of association adopt a set of rules regulating its internal affairs. Furthermore, the supervisory board may divide their duties among themselves, whether or not by rule.
- 23.15. The supervisory board shall appoint one of the Supervisory Directors as chairman of the

supervisory board. The supervisory board also appoints a secretary, from among or from outside its members.

Resignation of supervisory directors. Withdrawal of confidence in the supervisory board.

Article 24.

- 24.1. A supervisory director resigns ultimately as per the closing of the first general meeting after a period of four years has expired since his last appointment as supervisory director. A supervisory director who resigns by rotation can be reappointed once for another four-year period. If an interim vacancy occurs in the supervisory board, the board shall be deemed to be fully composed; in that case, however, a definitive arrangement shall be made as soon as possible. If a person has been appointed to fill an interim vacancy, he shall hold office for such period as remained for his predecessor, unless the general meeting decides otherwise when making its appointment.
- 24.2. Upon application, the Enterprise Chamber of the Amsterdam Court of Appeal may remove a supervisory director for dereliction of his duties, due to other important reasons or due to any far-reaching change of circumstances as a result of which the company cannot reasonably be required to maintain him as a supervisory director. The application can be made by the company, represented for this purpose by the supervisory board, and by a designated representative of the general meeting or of the works council.
- 24.3. A supervisory director may be suspended by the supervisory board; the suspension shall end by operation of law if the company has not applied the Enterprise Chamber pursuant to the preceding paragraph within one month after the commencement of the suspension.
- 24.4. The general meeting may withdraw its confidence in the supervisory board by an absolute majority of votes cast, representing at least one-third of the issued share capital. If less than one-third of the issued share capital is represented at the meeting, no new meeting may be convened. The resolution to withdraw confidence in the supervisory board shall specify the reasons for the resolution. The resolution may not be adopted with regard to supervisory directors appointed by the Enterprise Chamber in accordance with paragraph 6.
- 24.5. A resolution as referred to in paragraph 4 is not adopted until the management board has notified the works council of the proposed resolution and the reasons for it. The notification is made at least thirty days before the general meeting dealing with the proposal. If the works council determines a view on the proposal, the management board informs the supervisory board and the general meeting of that view. The works council may have its view explained at the general meeting.
- 24.6. The resolution as referred to in paragraph 4 results in the immediate dismissal of the supervisory directors. The management board will then apply without delay to the Enterprise Chamber of the Amsterdam Court of Appeal to appoint one or more supervisory directors on a temporary basis. The Enterprise Chamber shall provide for the effects of the appointment.
- 24.7. The supervisory board shall use its best efforts to ensure that a new supervisory board is composed within the period set by the Enterprise Chamber and in accordance with article 23.

Article 25.

- 25.1. The supervisory board shall meet whenever one of its members or the management board so requests.
- 25.2. In the supervisory board:
(a) the supervisory director A and supervisory director B may cast twenty (20) votes;
(b) each supervisory director N may cast twenty-six (26) votes; and
(c) each supervisory director T may cast eight (8) votes.
- 25.3. Unless the regulations as referred to in article 23 paragraph 14 stipulate otherwise, its resolutions are adopted by an absolute majority of votes cast, provided that a resolution to determine salary, any bonus (*tantième*) and the other related terms and conditions as referred to in article 20 paragraph 1, can only be adopted if all supervisory directors in office have voted in favour, with the exception of one. If there is a tie in voting, the proposal will thus be rejected.

- 25.4. If a supervisory director has a direct or indirect personal conflict of interest with the company, he shall not participate in the deliberations and the decision-making process concerned in the supervisory board. If as a result thereof no resolution of the supervisory board can be adopted, the resolution is adopted by the general meeting. In the event that a supervisory director N has a direct or indirect conflict personal conflict of interest with the company, resolutions of the supervisory board can only be adopted with the prior approval of the general meeting.
- 25.5. Notwithstanding this paragraph and paragraph 6, the supervisory board may not adopt resolutions in a meeting where (i) less than the majority of the supervisory directors entitled to vote is present or represented and (ii) less than one (1) supervisory director N entitled to vote is present or represented.
- A supervisory director can participate in any meeting of the supervisory board by telephone or by video conference, provided that the supervisory director can always hear all other supervisory directors participating in the meeting and be heard by them; such a supervisory director will be deemed to be present at such a meeting in all cases and be able to cast his vote and also participate in the rest of the meeting as if he were present at such meeting in person.
- The supervisory board can hold a meeting by telephone or by way of a video conference, provided all supervisory directors participating the meeting can always hear the other participating supervisory directors and can also be heard by them.
- 25.6. The supervisory board may also adopt resolutions without holding a meeting, provided such resolutions are adopted in writing or by reproducible electronic communication and provided that all supervisory directors vote in favour of the resolutions concerned.
- Such resolutions shall be recorded in the minute book of the supervisory board, kept by the secretary of the supervisory board; the documents evidencing the adoption of such resolutions are kept with the minute book.
- 25.7. If invited, the managing directors are obligated to attend the supervisory board meetings and to provide at those meetings all information requested by the supervisory board.
- 25.8. The supervisory board may at the company's expense obtain advice from experts as the supervisory board deems appropriate for the proper fulfilment of its duties.
- 25.9. The supervisory board may decide that one or more of its members shall have access to all premises of the company and shall be authorised to examine all books, correspondence and other records and to be fully informed of all actions which have taken place, or shall be authorised to perform a part of those powers.

Remuneration of supervisory directors.

Article 26.

The supervisory board's remuneration policy is adopted by the general meeting at the proposal of the supervisory board. The policy contains the items as provided by law. The proposed remuneration policy shall not be presented to the general meeting but only after the by law designated works council(s) has/have been granted the opportunity to advise the corporate body that is charged with making the proposal as mentioned in the first sentence of this article. The remuneration of the supervisory directors is determined by the general meeting with the policy as referred to in the first sentence of this paragraph taken into account.

General Meetings.

Article 27.

- 27.1. The annual general meeting is held within six months after the end of the financial year.
- 27.2. The agenda for this meeting includes at least the items which are required by law.
- 27.3. Extraordinary general meetings are convened as often as deemed necessary by the management board or the supervisory board.
- 27.4. Within three months after the management board deems it likely that the equity of the company has decreased to an amount equal to or lower than half of the paid up and called in part of the capital, a general meeting will be held to discuss any measures to be taken.

Location. Convocation.

Article 28.

- 28.1. General meetings are held where the company has its corporate seat or in Amsterdam, the Netherlands.
- 28.2. Persons with meeting rights are convened for the general meeting by the management board, the supervisory board or by a managing director or a supervisory director. The convocation will not be later than on the forty-second day prior to the day of the meeting, in accordance with article 17, unless the law prescribes a different period.
- 28.3. One or more shareholders and/or other persons with meeting rights solely or jointly representing at least the percentage of the issued share capital as required by law may, at their request, be authorised by the preliminary relief judge of the district court to convene a general meeting.
- 28.4. The management board or supervisory board may decide that the notice to a person with meeting rights who agrees to an electronic notification, is replaced by a legible and reproducible message sent by electronic mail to the address indicated by him or her to the company for such purpose.
- 28.5. The notice convening a general meeting is issued by a public announcement in electronic form which can be directly and continuously accessed until the general meeting.
- 28.6. The notice shall state the items to be addressed as well as the other information required pursuant to the law or these articles of association.
- 28.7. An item requested in writing by one or more shareholders and/or other persons with meeting rights solely or jointly representing at least the percentage of the issued share capital as required by law must be included in the notice of the general meeting or announced in the same manner, if the company has received the request, including the reasons, no later than on the day prescribed by law.
- 28.8. The convocation notice of the meeting where a capital reduction is proposed will also mention the purpose of the capital reduction and the method of execution.
In case of a proposal to amend the articles of association or to reduce capital, an extract of the proposal containing the full text of the proposed amendment of the articles of association or the objective of the capital reduction and the way in which this shall be effected, shall be kept available for inspection - together with the notice - by each shareholder and other persons with meeting rights at the office of the company and at such places as shall be stated in the notice, until the end of the general meeting. The extracts will be available free of charge for shareholders and other persons with meeting rights at these locations.
- 28.9. With respect to matters for which the provisions of paragraph 6 and 8 have not been complied with and which are not announced subsequently in the manner set forth above and subject to the term stated for the notice, no valid resolutions can be adopted.
- 28.10. All holders of depository receipts as referred to in article 16 paragraph 3, are entitled to attend and speak at general meetings, but have not right to vote, provided that the latter will not apply to holders of a right of usufruct to whom the voting rights on the encumbered shares are vested in accordance with article 16 paragraph 1.

Admittance to the general meeting.

Article 29.

- 29.1. Each holder of registered shares that are not included in a Collective Depot, each person who as a participant as referred to in the Securities Giro Act is entitled to a Collective Depot, as well as each other person with voting rights and/or meeting rights in relation to shares, whether in person or by a written proxy, is entitled to attend and speak at a general meeting and, to the extent he has voting rights, to exercise his voting rights in accordance with article 32.
- 29.2. The management board may resolve that the proceedings at the general meeting may be observed by electronic means of communication.
- 29.3. The management board may decide that each person with meeting rights and each person with voting rights has the right, in person or represented by a written proxy, to take part in, address and, to the extent he or she is entitled to vote, to vote at the general meeting using electronic means of communication, provided that such person can be identified via the same electronic means and is able to directly observe the proceedings and, to the extent he or she is entitled to vote, to vote at the general meeting. The management board may attach conditions to the use of the electronic means

of communication, provided that these conditions are reasonable and necessary for the identification of the person with meeting rights or the person with voting rights and for the reliability and security of the communication. The conditions must be included in the notice convening the general meeting and be published on the company's website.

- 29.4. The management board may decide that each person with voting rights may, within a period prior to a general meeting to be set by the management board, which period cannot begin prior to the record date for that general meeting, cast its votes electronically in a manner to be decided by the management board. Votes cast in accordance with the previous sentence are equal to votes cast at the general meeting.
- 29.5. Persons with meeting rights are those who at the record date have these rights and have been registered as such in a register designated by the management board for that purpose, regardless of who would have meeting rights if no record date as contemplated in this paragraph would have applied. The record date is on the twenty-eighth (28th) day before the day of the meeting, unless the law prescribes a shorter term. The convocation notice states the record date and states how persons with meeting rights can register for the meeting and how they can exercise their rights.
- 29.6. The holders of registered shares that are not included in a Collective Depot and those who derive their voting and/or meeting rights on another basis from registered shares that are not included in a Collective Depot must notify the management board in writing of their intention to exercise their rights as referred to in paragraph 1 at the general meeting, in such places and on the day to be determined by the management board and as mentioned in the convocation notice convening the general meeting.
Further, a person with voting and/or meeting rights who intends to be represented at the general meeting by a written proxy holder must submit the proxy to the company's office in accordance with the procedure as included in the notice convening the general meeting.
Further, the company will in that event with respect to shares included in a Collective Depot, also qualify as persons with meeting and/or voting rights and as entitled to vote and/or attend meetings those who are mentioned in a written declaration of an Intermediary, meaning that the number of shares mentioned in that declaration are included in its Collective Depot and that the person mentioned in the declaration is a person with voting and/or meeting rights, provided the relevant declaration is filed with the company's offices at the request of the relevant person with voting and/or meeting rights on the day to be determined by the management board and mentioned in the convocation notice convening the general meeting. A person with voting and/or meeting rights who intends to be represented at the general meeting by a written proxy holder must submit the proxy to the company's office within the period as referred to in paragraph 7.
- 29.7. The moment at which the Intermediary's declaration must be deposited as referred to in paragraph 6 cannot be set any earlier than on the seventh day prior to the general meeting and not any later than on the third day prior to the general meeting. That time is included in the convocation notice convening the general meeting.
- 29.8. Before a person with voting and/or meeting rights or his written proxy holder can be admitted to a general meeting, he must sign an attendance list, stating his name and, if applicable, the number of votes that can be cast by him. A written proxy holder representing a person with voting and/or meeting rights must also state the name or names of his principal(s).

Chairman of the meeting. Minutes.

Article 30.

- 30.1. General meetings are presided by the chairman of the supervisory board, provided that he may, even if he is present at the meeting, charge another person with presiding the meeting. In the event the chairman of the supervisory board is absent without having charged another person with presiding the meeting, the supervisory directors present at the meeting appoint one of them as chairman of the meeting. In the event that all supervisory directors are absent, the meeting appoints its chairman. The chairman of the meeting appoints the secretary.
- 30.2. All matters concerning admittance to the general meeting, concerning the exercise of voting rights and the outcome of votes, as well as all other issues relating to the proceedings at the meeting, are

decided by the chairman van of relevant meeting without prejudice to article 2:13 Dutch Civil Code.

- 30.3. The chairman of the relevant meeting is authorised to admit other persons than shareholders, holders of depositary receipts and their representatives to the general meeting.
- 30.4. Unless the proceedings of the meeting are included in a notarial record, minutes of the meeting will be made. The minutes are adopted and in evidence thereof signed by the chairman and the secretary of the relevant meeting, or adopted by a subsequent meeting; in which case the minutes are signed in evidence thereof by the chairman and secretary of the subsequent meeting.
- 30.5. The chairman of the meeting, each managing director and each supervisory director is at all times authorised to request for a notarial record to be made of the meeting; the costs of which to be borne by the company.

Voting rights.

Article 31.

- 31.1. Each share represented at the meeting shall confer the right to cast one vote.
- 31.2. Blank votes and invalid are deemed not to have been cast.

Article 32.

- 32.1. Unless these articles of association or the law require a greater majority, all resolutions shall be passed by an absolute majority of the votes validly cast.
- 32.2. The chairman of the meeting determines the voting manner, provided that if a person voting rights so requests in reasonableness and fairness, a voting on an appointment, suspension or dismissal of a person is done by sealed unsigned ballots.
- 32.3. If an initial vote regarding an appointment of persons does not result in an absolute majority, there shall be a subsequent vote. If the subsequent vote does not result in an absolute majority either, there shall be a re-vote between the two persons who in the subsequent vote:
 - a. obtained the highest and second highest number of votes; or
 - b. obtained an equal number of votes, while others did not obtain more votes.If in the subsequent vote more than two persons meet the criteria as referred to above under a., an interim vote will be held between the persons who obtained the second highest but equal number of votes.
If after the subsequent vote more than two persons - but not all - meet the criteria as referred to under b., then there will be vote between those persons.
If a subsequent vote or re-vote due to equality of the number of votes cast does not lead to a decision, no resolution will be adopted.
- 32.4. In the event of a tie vote on a proposal other than the appointment of persons, the proposal shall be deemed to be rejected.

Financial Year. Annual Accounts.

Article 33.

- 33.1. The financial year coincides with the calendar year.
- 33.2. Annually, within the period prescribed by law, the management board shall make generally available: the annual accounts, the management report, the auditors statement as well as all other information that must be made generally available together with the annual accounts in accordance with applicable law. The management board also sends the annual accounts to the works council. The annual accounts is signed by all managing directors and all supervisory directors; in the event one or more of their signatures are failing, the reason therefore shall be stated.
- 33.3. The company shall ensure that its annual accounts, as prepared, the management report and the other information to be added as referred to in paragraph 2, are available at the office of the company from the day of the convocation notice convening the general meeting dealing with the same.
The shareholders and holders of depositary receipts may inspect the documents at that location and may obtain a copy thereof free of charge.
- 33.4. If the company is required in accordance with article 34 paragraph 1, to instruct an accountant to audit the annual accounts and the general meeting was unable to inspect the auditors statement, the

annual accounts cannot be adopted, unless a legal ground for the absence of this statement is part of the other information as referred in the second sentence of paragraph 2.

- 33.5. If the annual accounts are adopted in an amended form, the shareholders and the holders of depositary receipts may obtain a copy thereof free of charge.

Accountant.

Article 34.

- 34.1. The general meeting instructs a registered accountant or another expert, as referred to in article 2:393 paragraph 1 third sentence Dutch Civil Code - both hereinafter referred to as: the accountant - to audit the annual accounts prepared by the management board, in accordance with the provisions of article 2:393 paragraph 3 Dutch Civil Code. If the general meeting fails to do so, the supervisory board or, if no supervisory directors are in office temporarily or the supervisory board fails to do so, the management board shall give the instruction.

The instructions to the accountant may be withdrawn by the general meeting and by the corporate body which has given such assignment; the instructions given by the management board may also be withdrawn by the supervisory board.

The instructions may only be revoked for good reasons with due observance of article 2:393 paragraph 2 Dutch Civil Code.

The auditor shall report on his audit to the supervisory board and to the management board and shall issue a certificate containing the results of the audit.

- 34.2. Both the management board and the supervisory board can give the auditor as referred to in paragraph 1 or another auditor instructions at the company's expense.

Profit and distributions.

Article 35.

- 35.1. From profit that appears after adoption of the annual accounts by the general meeting, the management board can, subject to the approval of the supervisory board, reserve as much as it deems necessary.

In so far as the profit is not reserved with application of the preceding sentence, the profit will be at the disposal of the general meeting to either fully or partially distribute to shareholders in proportion to the total number of shares held by them.

- 35.2. The company may make distributions to the shareholders and others who are entitled to distributable profit in so far as its equity exceeds the amount of the paid-up and called-up part of the capital plus the statutory reserves.

Resolutions of the general meeting to cancel reserves in whole or in part require the approval of the management board and of the supervisory board.

- 35.3. Dividend will be payable not later than on the day as determined by the general meeting upon proposal of the management board.

- 35.4. The claims of shareholders on the distribution of dividends will become time-barred through the lapse of five years.

- 35.5. The general meeting can resolve upon proposal of the management board and subject to approval of the supervisory board that dividends are distributed in whole or in part in the form of shares in the share capital of the company. In case of an optional dividend, article 7 paragraph 5 will apply *mutatis mutandis*.

- 35.6. The management board, subject to approval of the supervisory board, may resolve to make interim distributions to the shareholders. Such a distribution is only permitted if an interim statement of assets and liabilities shows that the requirement of paragraph 2 has been met. The management board can, subject to approval of the supervisory board, resolve that an interim distribution shall be made as a payment in the form of shares.

Amendment of the articles of association. Dissolution.

Article 36.

A resolution to amend these articles of association or to dissolve the company may only be adopted by the general meeting upon the proposal of the supervisory board.

Liquidation.

Article 37.

- 37.1. In the event the company is dissolved pursuant to a resolution of the general meeting, the liquidation shall be carried out in accordance with the provisions prescribed by law.
- 37.2. During the liquidation these articles of association shall insofar as possible remain in force.
- 37.3. The portion of the company's assets remaining after payment of all debts shall be paid to the shareholders in proportion to the nominal value of shares held by each of them.
- 37.4. After the liquidation, the books and documents of the company shall remain in custody of the person appointed for this purpose by the general meeting for the period required by law.

Transitional provisions.

Article 38.

- 38.1. The by the time of the amendment of the articles of association of third day of October two thousand and one issued shares in bearer form in respect of which certificates have been issued together with a dividend sheet not consisting of separate dividend coupons and talon ("**CF-certificates**") and on the first day of January two thousand and twenty-one not being embodied in a share certificate (*verzamelbewijs*) or included in the collective depot (*verzameldepot*) or giro depot (*girodepot*) all as referred to in the Securities Giro Act (*Wet Giraal Effectenverkeer*), will as of that date, pursuant to article 2:82 paragraph 6 of the Dutch Civil Code, automatically be on the registered form.
- 38.2. The CF-certificates that are not, ultimately on the thirty-first day of December two thousand and twenty, deposited as mentioned in the first paragraph of this article or after conversion to registered shares are not ultimately on that date submitted to the company, will be acquired not in exchange for payment pursuant to 2:82 paragraph 6 of the Dutch Civil Code.
- 38.3. According to 2:82 paragraph 9 of the Dutch Civil Code a shareholder who still comes forward to the company with a CF-certificate, five years after the acquisition as mentioned in paragraph 2 of this article (being prior to or ultimately on the first day of January two thousand and twenty-six), will have the right to a replacement registered share of the company. The company shall retain the shares until this period has ended.
- 38.4. This article 38 shall expire on the second day of January two thousand and twenty-six.

Article 39.

- 39.1 In deviation of article 24, this article applies to the supervisory directors who are in office at the time of the amendment of the articles of association dated [●] ("**Effective Date**").
- 39.2 (a) the term of appointment for the supervisory directors in office on the Effective Date remains unchanged;
- (b) notwithstanding paragraph 3 of this article, supervisory directors are not eligible for reappointment if at the end of their term of appointment as referred to under (a) of this paragraph they have served as supervisory director for eight years or more.
- 39.3 As at the Effective Date, the following persons shall serve as supervisory directors:
- (a) Theodorus Johannes van der Raadt, born in Rijswijk, the Netherlands on the fifth day of May nineteen hundred fifty-three shall be designated as supervisory director A, who shall serve as chairman of the supervisory board for three years after the Effective Date and who is eligible for reappointment for three years after the Effective Date;
- (b) Koen Beeckmans, born in Ninove, Belgium on the first day of February nineteen hundred seventy-one shall be designated as supervisory director B, who shall serve as supervisory board member for three years after the Effective Date who is eligible for reappointment for three years after the Effective Date;
- (c) Bart Peter Coopmans, born in Hoeven, the Netherlands on the thirteenth day of June nineteen hundred sixty-nine shall be designated as supervisory director N;
- (d) Martijn Koster, born in Deventer on the twentieth day of April nineteen hundred eighty-three shall be designated as supervisory director N; and
- (e) Jan-Jaap Bongers, born in Capelle aan den IJssel on on the second day of May nineteen hundred eighty shall be designated as supervisory director T.

14.2 Articles of association post-delisting

ARTICLES OF ASSOCIATION OF ICT GROUP B.V.

1 DEFINITIONS

In these articles of association:

"**BW**" means the Dutch Civil Code;

"**Company**" means the private limited liability company organised as set out in these articles of association;

"**General Meeting**" means the corporate body that consists of Persons Entitled to Vote, or the meeting in which Persons Entitled to Attend General Meetings assemble;

"**Meeting Rights**" means the right to attend and speak at the General Meeting, either in person or by a proxy authorised in writing;

"**Persons Entitled to Attend General Meetings**" means shareholders, pledgees with Meeting Rights, and usufructuaries with Meeting Rights;

"**Persons Entitled to Vote**" means shareholders with voting rights at the General Meeting, pledgees with voting rights at the General Meeting, and usufructuaries with voting rights at the General Meeting;

"**Subsidiary**" means a subsidiary as referred to in section 2:24a BW; and

"**Works Council**" means the Works Council as referred to in section 2:268(11) BW.

2 NAME, SEAT STRUCTURE REGIME AND OBJECTS

2.1 Name and seat

2.1.1 The name of the Company is: ICT Group B.V.

2.1.2 The Company's seat is in Rotterdam, the Netherlands.

2.1.3 The Company shall have the power to establish offices and branches in as well as outside the Netherlands.

2.2 Structure regime

Sections 2:268 through 2:272 and 2:274 BW apply to the Company.

2.3 Objects

The objects of the company are to participate in, to conduct the management and to finance of other businesses, in particular in the field of engineering, information technology and software services, all in the broadest sense, as well as, for its own account, performing engineering, information technology and software services, all in the broadest sense, as well as to provide guarantees for third party debts and finally all that is related or desirable in connection with the foregoing.

3 CAPITAL AND ISSUE OF SHARES

3.1 Capital and shares

3.1.1 The share capital of the Company consists of one or more shares with a nominal value of ten eurocents (EUR 0.10) each.

3.1.2 Shares are in registered form and are numbered from 1 onwards.

3.1.3 No share certificates are issued.

3.2 Issue of shares

3.2.1 The General Meeting resolves on the issue of shares and determines the issue price, as well as the other terms and conditions of the issue. The General Meeting may transfer its powers in connection to another body, and it may revoke such a transfer.

3.2.2 Article 3.2.1 applies equally if rights to subscribe for shares are granted, but not if shares are issued to a person exercising a right to subscribe for shares.

3.2.3 Shares may not be issued at an issue price below the nominal value of the shares.

3.2.4 Shares are issued by notarial deed.

3.3 Payment on shares

- 3.3.1 The full nominal value of each share shall be paid upon subscription for that share. It may be stipulated that all or part of the nominal value need not be paid up until after a certain period of time or until the Company has called for payment.
- 3.3.2 Payments on shares must be made in cash in so far as no other consideration has been agreed upon. Payment in a different currency may be made with the approval of the Company.
- 3.3.3 The management board is authorised to perform legal acts regarding contributions on shares and other legal acts as referred to in article 2:204(1) BW without prior approval of the General Meeting.

3.4 Pre-emptive rights

- 3.4.1 If shares are issued, each shareholder will have a pre-emptive right in proportion to the aggregate nominal amount of his shares, subject to article 3.4.2 and article 2:206a(1) second sentence BW. If a shareholder does not or not fully exercise his pre-emptive right, the other shareholders will have a proportional pre-emptive right, as referred to in the previous sentence, in respect of the unclaimed shares. If these shareholders jointly do not or not fully exercise their pre-emptive rights, the General Meeting may decide who the unclaimed shares will - possibly on less favourable terms - be issued to.
- 3.4.2 The General Meeting may limit or exclude pre-emptive rights, but only for a specific issue.
- 3.4.3 Pre-emptive rights may not be separately disposed of.
- 3.4.4 If pre-emptive rights exist, the General Meeting shall simultaneously with the resolution to issue shares, determine how and during which period the pre-emptive rights may be exercised. This period must be at least four weeks from the date the notification referred to in article 3.4.5 is sent.
- 3.4.5 The Company shall notify all shareholders of an issue of shares that is subject to pre-emptive rights and of the period during which these pre-emptive rights may be exercised.
- 3.4.6 This article equally applies to a grant of rights to subscribe for shares. Shareholders have no pre-emptive rights if shares are issued to a person exercising a right to acquire shares.

4 OWN SHARES AND CAPITAL REDUCTION

4.1 Acquisition and disposal of own shares

- 4.1.1 The management board resolves on the acquisition by the Company of fully paid-up shares or depositary receipts for fully paid-up shares. Acquisition by the Company of not fully paid-up shares or depositary receipts for not fully paid-up shares is void.
- 4.1.2 Articles 3.2 (Issue of shares) and 3.4 (Pre-emptive rights) equally apply if the Company disposes of own shares, except that the disposal may be made at a price below the nominal value of the shares. The share transfer restrictions referred to in article 7 (Transfer of shares and share transfer restrictions) will not apply.

4.2 Capital reduction

- 4.2.1 The General Meeting may resolve to reduce the issued share capital.
- 4.2.2 The issued share capital may be reduced by an amendment of the articles of association reducing the nominal value of shares or by cancelling shares.

5 SHAREHOLDERS REGISTER, JOINT HOLDING, NOTICES OF MEETINGS AND NOTIFICATIONS

5.1 Shareholders register

- 5.1.1 The management board shall keep a shareholders register as referred to in article 2:194 BW.
- 5.1.2 The management board shall make the shareholders register available at the Company's office for inspection by the Persons Entitled to Attend General Meetings.

5.2 Joint holding

- 5.2.1 If shares or limited rights to shares are included in a joint holding, the joint participants may only be represented towards the Company by a person who has been designated by them in writing for that purpose. The joint participants may also designate more than one person.
- 5.2.2 The joint participants may determine unanimously at the time of the designation or later, that, if a joint participant requests this, a number of votes corresponding to his interest in the joint holding will be cast in accordance with his instructions.

5.3 Notices of meetings and notifications

- 5.3.1 Notices of meetings and notifications to Persons Entitled to Attend General Meetings must be in writing and sent to the addresses stated in the shareholders register. If a Person Entitled to Attend General Meetings consents, notices of meetings and notifications may be sent to that person by email.
- 5.3.2 Notifications to the management board or to the supervisory board must be in writing and sent to the Company's address, or by e-mail to the address provided for this purpose.
- 5.3.3 The date stamped on the receipt issued for the registered letter, the date of mailing the letter or email, or the date of service of the writ will be deemed to be the date of a notice of a meeting or of a notification.
- 5.3.4 Notifications which must be addressed to the General Meeting pursuant to the law or these articles of association, may be included in the notice of the meeting or, if this is stated in the notice, may be made available for information purposes at the Company's office.

6 DEPOSITARY RECEIPTS FOR SHARES AND LIMITED RIGHTS TO SHARES

6.1 Depositary receipts for shares

Meeting Rights may not be attached to depositary receipts for shares.

6.2 Right of pledge

- 6.2.1 Shares may be pledged.
- 6.2.2 The pledgee has the voting rights attached to pledged shares if this was agreed in writing when the right of pledge was created or at a later date and the pledgee is a person to whom the shares can be freely transferred or if the General Meeting has approved the grant of voting rights and – if another person succeeds to the rights of the pledgee – the transfer of the voting rights.
- 6.2.3 Only pledgees with voting rights have Meeting Rights. Shareholders who do not have voting rights as a result of a share pledge, do have Meeting Rights.

6.3 Right of usufruct

- 6.3.1 A right of usufruct may be created on shares.
- 6.3.2 The usufructuary of shares has the voting rights attached to the shares if this was agreed in writing when the right of usufruct was created or at a later date and the usufructuary is a person to whom shares can be freely transferred or if the General Meeting has approved the grant of voting rights and – if another person succeeds to the rights of the usufructuary – the transfer of the voting rights.
- 6.3.3 In the case of a right of usufruct as referred to in articles 4:19 BW and 4:21 BW, the usufructuary has the voting rights attached to the shares, unless otherwise provided pursuant to article 4:23(4) BW.
- 6.3.4 Only usufructuaries with voting rights have Meeting Rights. Shareholders who do not have voting rights as a result of a right of usufruct, do have Meeting Rights.

7 TRANSFER OF SHARES AND SHARE TRANSFER RESTRICTIONS

7.1 Transfer of shares

The transfer of shares or of a right of usufruct on shares, the creation or release of a right of usufruct on shares, and the creation of a right of pledge on shares must be effected by notarial deed. The transfer of depositary receipts for shares and the release of a right of pledge on shares may be effected by private instrument. The pledgee and the pledgor must inform the Company of the release of a right of pledge.

7.2 General meeting approval for the transfer

- 7.2.1 A transferor may transfer his shares after the General Meeting has given its approval. This does not apply where the Company wants to transfer shares.

7.3 Approval for transfer: procedure

- 7.3.1 A transferor shall request the General Meeting's approval for the transfer by notifying the management board. In this notification, the transferor shall indicate:
 - (a) the number of shares he wants to transfer;
 - (b) the class and reference of those shares, if applicable; and

- (c) the persons who he wants to transfer those shares to.
- 7.3.2 Within seven days of receiving the notification referred to in article 7.3.1, the management board shall give notice of a General Meeting to discuss the request for approval.
- 7.3.3 The General Meeting shall decide whether to grant its approval within forty-two days after the management board receives the notification referred to in article 7.3.1. If the General Meeting does not come to a decision within that period, its approval will be deemed to have been granted.
- 7.3.4 If the General Meeting refuses to grant its approval, it shall simultaneously designate one or more prospective purchasers who are willing to purchase the shares for cash. The price is determined in accordance with article 7.4. If the General Meeting does not designate any prospective purchasers, its approval will be deemed to have been granted. The Company may only be a prospective purchaser if the transferor agrees to this.
- 7.3.5 The transferor may transfer the shares within ninety days after the approval has been granted or is deemed to have been granted.
- 7.4 Approval for the transfer: determining the price**
- 7.4.1 The Transferor and each designated prospective purchaser shall consult each other to determine the price of the shares. If they fail to reach agreement, the price will be determined by an independent expert. The management board and the Transferor together designate the expert. If they fail to reach agreement on this, the expert will be designated by the chairman of the Royal Dutch Association of Civil-law Notaries (KNB).
- 7.4.2 After the expert has informed the Transferor of the price, the Transferor has thirty days to decide whether to transfer his shares to the prospective purchasers.
- 7.4.3 The costs of determining the price are paid by the Company, but if the Transferor decides not to transfer his shares to the prospective purchasers, he must reimburse half of the costs incurred to the Company.
- 7.5 Approval for the transfer: default**
- 7.5.1 Each party may demand the transfer of the shares for cash immediately after the price has been determined in consultation or after the expiry of the period referred to in article 7.4.2 provided that neither the Transferor nor the prospective purchaser has withdrawn.
- 7.5.2 If there is only one prospective purchaser and that prospective purchaser has defaulted on payment, the Transferor may, within ninety days, transfer all the shares to the persons he has indicated as referred to in article 7.3.1.
- 7.5.3 If there are multiple prospective purchasers and one of them has defaulted on payment, the Transferor shall notify all the prospective purchasers of that fact within seven days. The prospective purchasers who have not defaulted on payment will then have fourteen days to notify the Transferor whether they want to purchase the shares that had been allocated to the defaulting prospective purchaser. In doing so they shall indicate the maximum number of additional shares they would like to purchase. If all the shares that had been allocated to the defaulting prospective purchaser can be sold to the other prospective purchasers, a purchase agreement will be concluded that is binding on the Transferor and the prospective purchasers. If no purchase agreement is concluded in this way for all these shares, any other purchase agreements will be deemed to have been terminated and the Transferor may, within ninety days, transfer all the shares to the persons he has indicated as referred to in article 7.3.1.
- 7.5.4 If the Transferor defaults on the transfer of the shares to the prospective purchaser, the Company is irrevocably authorised to transfer the shares. It shall do so within ten days of receiving such a request from a prospective purchaser.
- 8 MANAGEMENT AND SUPERVISION OF MANAGEMENT**
- 8.1 Appointment, suspension, dismissal, inability to act and vacancy managing directors**
- 8.1.1 The Company is managed by the management board, under the supervision of the supervisory board. The supervisory board determines the number of managing directors. A legal entity may be

appointed as managing director. If there is more than one managing director, the supervisory board may appoint one of the managing directors as chairperson of the management board.

- 8.1.2 The supervisory board appoints the managing directors. The supervisory board shall notify the General Meeting and the Works Council as referred to in article 2:268 BW of an intended appointment of a managing director. The supervisory board may suspend a managing director at all times. The supervisory board may also dismiss a managing director at all times, but only after the General Meeting has been consulted about the intended dismissal.
- 8.1.3 Each managing director has an obligation to the Company to perform his duties in a proper manner. These duties include all managerial duties that have not been allocated to one or more other managing directors under or pursuant to the law or these articles of association. In fulfilling their duties the managing directors shall serve the interests of the Company and its business. Each managing director is responsible for the Company's general affairs.
- 8.1.4 If any managing director positions are vacant or any managing directors are unable to act, the remaining managing director or directors shall manage the Company and the supervisory board shall have the right to designate one or more temporary managing directors. If all managing director positions are vacant or all managing directors are unable to act, the supervisory board shall temporarily manage the Company; the supervisory board may designate one or more temporary managing directors. If all supervisory director positions are vacant or all supervisory directors are unable to act, a person designated for that purpose by the General Meeting shall temporarily manage the Company. If all managing director positions are vacant, the supervisory board or the person referred to in the preceding sentence shall as soon as possible take the necessary measures to make definitive arrangements. "Unable to act" means a managing director is temporarily unable to perform his duties as a result of:
- (a) suspension;
 - (b) illness; or
 - (c) inaccessibility.
- 8.1.5 If any supervisory director positions are vacant or any supervisory directors are unable to act, the remaining supervisory director or directors shall supervise the management of the Company and the supervisory board shall have the right to designate one or more temporary supervisory directors. If all supervisory director positions are vacant or all supervisory directors are unable to act, the management board shall designate one or more temporary supervisory directors. If all supervisory director positions are vacant, the temporary supervisory directors shall take the necessary measures to make a definitive arrangement. "Unable to act" means a supervisory director is temporarily unable to perform his duties as a result of:
- (a) suspension;
 - (b) illness; or
 - (c) inaccessibility.
- 8.1.6 If all supervisory director positions are vacant, the provisions in these articles of association with regard to the supervisory board and the supervisory directors do not apply, except for this article 8.1.6 and articles 8.1.1, 8.1.2, 8.1.5 and 9.1.2(e).
- 8.2 Remuneration of managing directors and supervisory directors**
- 8.2.1 The supervisory board determines the remuneration and other terms which apply to the managing directors.
- 8.2.2 The General Meeting determines the remuneration of supervisory directors. The supervisory directors are reimbursed for their expenses.
- 8.3 Internal organisation and adoption of resolutions by the management board**
- 8.3.1 The management board may adopt written rules governing its internal proceedings, subject to the approval of the supervisory board. Subject to the approval of the supervisory board, the managing directors may also divide their duties, whether in rules or otherwise. An amendment of the board rules requires the approval of the supervisory board as well.

- 8.3.2 The management board meets whenever a managing director deems it necessary. The management board adopts its resolutions by an absolute majority of votes cast. In a tie vote, the proposal will be discussed in a combined meeting of the management board and the supervisory board to be called. If in the aforementioned combined meeting, the votes of the managing directors tie again, the proposal shall have been rejected, unless there are more than two managing directors in office and one of them appointed as chairman, in which case the chairman of the management board shall have a deciding vote.
- 8.3.3 A managing director may be represented at a meeting by another managing director.
- 8.3.4 If a managing director has a direct or indirect personal conflict of interest with the Company and its business, he may not participate in the management board's deliberations and decision-making. If no resolution of the management board can be adopted as a result, the supervisory board adopts the resolution. Failing a supervisory board, the resolution is adopted by the general meeting.
- 8.3.5 The management board may also adopt resolutions without holding a meeting, provided that these resolutions are adopted in writing or by reproducible electronic communication and all managing directors entitled to vote have consented to adopting the resolution outside a meeting. Articles 8.3.2 and 8.3.4 equally apply to adoption by the management board of resolutions without holding a meeting.
- 8.3.6 The approval of the supervisory board is required for management board resolutions regarding:
- a. issue, which include the grant of a right to acquire shares and acquisition of shares in the capital of the Company and debt instruments issued by the Company or of debt instruments issued by a limited or general partnership of which the Company is a fully liable partner;
 - b. cooperation with the issue of depositary receipts for shares;
 - c. an application for admission to trading of the instruments as referred to in subparagraphs a. and b. on a market in financial instruments as referred to in article 1:1 of the Financial Markets and Supervision Act (Wet op het financieel toezicht) or an application for withdrawal of such admission;
 - d. entry into or termination of a lasting cooperation by the Company, or by a dependent Company, with another legal entity, Company or partnership, or as fully liable partner in a limited or general partnership, if such cooperation or termination thereof is of far-reaching significance to the Company;
 - e. acquisition or divestment of a participating interest by the Company or by a dependent Company in the capital of another Company or divestment of (a substantial part of) its business;
 - f. investments requiring an amount equal to at least one-quarter of the sum of the issued share capital and the reserves of the Company as shown in its balance sheet with explanatory notes;
 - g. a proposal to amend the articles of association;
 - h. a proposal to dissolve the Company;
 - i. application for bankruptcy and for suspension of payments;
 - j. termination of the employment of a considerable number of employees of the Company or of a dependent Company at the same time or within a short time span;
 - k. a far-reaching change in the working conditions of a considerable number of employees of the Company or of a dependent Company;
 - l. a proposal to reduce the issued capital.
- 8.3.7 In addition to the resolutions referred to article 8.3.6, the supervisory board may make management board resolutions subject to its approval, provided that those resolutions have been clearly specified and notified to the management board.
- 8.3.8 A proposal for a legal merger or a legal division is subject to the approval of the supervisory board.
- 8.3.9 The approval of the general meeting is required for management board resolutions with respect to:
- a. adopting or amending the strategy of the company;

- b. approving of, or revising or making variations to, the budget and the business plan;
- c. amending the accounting principles;
- d. establishing or closing any branches and/or offices and expanding the business by way of new businesses or changing the nature of the business, to the extent outside of the European Union and North-America;
- e. acquiring (shares in) businesses, entering into joint ventures and hiring or engage with M&A advisors and investment banks with respect to a possible sale of all or a substantial part of the shares or assets and liabilities of the company or any transaction which has a similar economic effect or a listing of any shares of a group company on any regulated securities exchange;
- f. establishing (or making variations to the terms of) a share based incentive scheme for employees;
- g. entering into, amending, prepaying or requesting waiver in relation to any external debt financing, including factoring;
- h. divesting of shares in a group company or divesting of (a substantial part of) the business (of a group company) or exercising any discretion, power of authority or giving any consent in connection with such transfers to third parties;
- i. an application for admission to trading of the instruments as referred to in subparagraphs (a) and (b) on a regulated market or a multilateral trading facility as referred to in Section 1:1 of the Financial Markets and Supervision Act (Wet op het financial toezicht) or a system comparable to a regulated market or multilateral trading facility from a State which is not a Member State or an application for withdrawal of such admission;
- j. the issue of depositary receipts with meeting rights in respect of shares in the capital of a group company, outside the management incentive plan with respect to the company, as amended from time to time;
- k. entering into by any group company of transactions, or the entering into, amending or terminating of agreements, with related parties (which shall for this purpose include any direct or indirect shareholder holding at least ten percent (10%) of the issued capital a shareholder of the company, in its turn holding at least ten percent (10%) of the issued capital of the company) other than at arm's length terms;
- l. any significant change in the identity or character of the company or its business, including but not limited to:
 - (a) the transfer of (nearly) the entire business of the company to a third party;
 - (b) entering into or breaking off long-term co-operations of the company or a subsidiary (dochtermaatschappij) with another legal entity or company or as fully liable partner in a limited partnership or general partnership, if this co-operation or termination is of major significance for the company;
 - (c) acquiring or disposing of participating interests in the capital of a company of at least one third of the sum of the assets of the company as shown on its balance sheet plus explanatory notes or, if the company prepares a consolidated balance sheet, its consolidated balance sheet plus explanatory notes according to the last adopted annual accounts of the company, by the company or a subsidiary (dochtermaatschappij); and
- m. resolutions or transactions where at least one (1) supervisory director N has a conflict of interest, as provided for in article 8.11.6.

8.3.10 For the purposes of articles 8.3.6 through 8.3.9, a resolution of the Management Board to enter into a transaction shall be treated as (i) a resolution of the Management Board regarding the exercise of voting rights in a general meeting of shareholders of an (in)direct subsidiary (dochtermaatschappij) and (ii) a resolution of the Management Board in the event the Company acts as a managing director

of a company or legal entity. As a result, such resolutions also require the approval of the Supervisory board and/or the general meeting.

- 8.3.11 In addition to the resolutions referred to in article 8.3.9, the General Meeting may make management board resolutions subject to its approval, provided that those resolutions have been clearly specified and notified to the management board.
- 8.3.12 The management board may not file for bankruptcy of the Company without a mandate from the General Meeting. The management board may not file for a suspension of payments without the approval of the supervisory board.
- 8.3.13 The absence of approval of the supervisory board or the general meeting does not affect the authority of the management board or the managing directors to represent the company.

8.4 Representation

- 8.4.1 The management board or each managing director individually may represent the Company.
- 8.4.2 If one shareholder holds all shares in the Company's share capital and that shareholder also represents the Company, any legal acts entered into by the Company with this shareholder must be recorded in writing. This does not apply to legal acts that, under the terms stipulated, are part of the Company's normal business.
- 8.4.3 The management board subject to the prior approval of the supervisory board may grant power to represent the Company (procuratie) or any other power to represent the Company on a continuing basis to one or more individuals whether or not employed by the Company. The approval of the supervisory board is not required if the management board has determined that the granted authority to represent the company is with respect to minor ordinary course operations.

8.5 Supervisory board

- 8.5.1 The Company has a supervisory board consisting of five (5) members:
 - (a) one (1) supervisory directors A;
 - (b) one (1) supervisory director B;
 - (c) two (2) supervisory directors N; and
 - (d) one (1) supervisory director T,In case there are less than five (5) supervisory directors, the supervisory board shall immediately take measures to supplement its membership.
- 8.5.2 Only natural persons may be appointed as supervisory directors. The following persons shall not be eligible for a supervisory directorship:
 - (a) persons employed by the Company;
 - (b) persons employed by a dependent company;
 - (c) managing directors and employees of an employees' organisation which is normally involved in establishing the terms of employment of the persons referred to in (a) and (b).
- 8.5.3 The supervisory board shall draw up a profile for its size and composition, taking into account the nature of the enterprise, its activities and the requisite expertise and background of the supervisory directors. The supervisory board shall discuss the profile and any change thereto in the General Meeting and with the Works Council as referred to in section 2:268(11) BW.

8.6 Appointment of supervisory directors

- 8.6.1 The supervisory directors are appointed by the general meeting upon the nomination of the supervisory board. In the event referred to in the last sentence of article 8.6.6, the appointment shall be made by the supervisory board.
The supervisory board shall inform the General Meeting and the Works Council simultaneously of its nomination.
- 8.6.2 The General Meeting and the Works Council may recommend to the supervisory board persons to be nominated as supervisory directors. The supervisory board shall inform them in due time when, for what reason and according to which profile a vacancy is to be filled. If the enhanced right of recommendation referred to in article 8.6.4 applies, the supervisory board shall also inform the General Meeting and the Works Council thereof.

- 8.6.3 Together with a recommendation or nomination for the appointment of a supervisory director the following information shall be given in respect of the candidate: his age, his profession, the amount of the shares in the Company's share capital held by him and the positions currently or previously held by him insofar as relevant to the fulfilment of the duties as a supervisory director. Mention shall also be made of the legal entities in which he is currently holding a position as supervisory director. If any of such legal entities belong to the same group, it shall be sufficient to mention that group. The recommendation and nomination for the appointment or re-appointment of a supervisory director shall specify the reasons for that recommendation or nomination. In the case of a re-appointment, the manner in which the candidate has performed his tasks as supervisory director shall be taken into account.
- 8.6.4 With regard to one third of the number of supervisory directors, the following procedure shall apply. The supervisory board shall place a person recommended by the Works Council on the nomination, unless the supervisory board objects to the recommendation. The supervisory board may only object on the grounds that the person recommended is expected to be unsuitable for the fulfilment of the duties of supervisory director or that the supervisory board will not be suitably composed when the appointment is made as recommended. If the number of supervisory directors cannot be divided by three, the nearest lower number that can be divided by three will be used to determine the number of members to which this enhanced right of recommendation applies.
- 8.6.5 If the supervisory board raises an objection against a person recommended by the Works Council by using the right referred to in the previous paragraph, it will inform the Works Council of that objection and the reasons for the objection. The supervisory board shall institute consultations with the Works Council without delay in order to reach an agreement on the nomination. If the supervisory board determines that no agreement can be reached, a representative of the supervisory board designated for that purpose shall apply to the Enterprise Chamber of the Amsterdam Court of Appeal to uphold the objection. The application may not be filed until four weeks have lapsed since the start of the consultation with the Works Council. The supervisory board shall place the person recommended on the nomination if the Enterprise Chamber declares the objection unfounded. If the Enterprise Chamber upholds the objection, the Works Council may make a new recommendation in accordance with the provisions of article 8.6.4.
- 8.6.6 The General Meeting may reject the nomination by an absolute majority of votes cast, representing at least one-third of the issued share capital. If the shareholders withhold their support from the candidate by an absolute majority of the votes, but such majority does not represent at least one-third of the issued share capital, a new General Meeting may be convened at which the nomination may be rejected by an absolute majority of the votes. If the nomination is rejected, the supervisory board shall draw up a new nomination. Article 8.6.2 through 8.6.5 shall apply. If the General Meeting does not appoint the person nominated and does not resolve to reject the nomination, the supervisory board shall appoint the person nominated.
- 8.7 Vacancy of all supervisory directors**
- 8.7.1 If there are no supervisory directors, other than as a consequence of article 8.9, the General Meeting shall make the appointment.
- 8.7.2 The Works Council may recommend persons for appointment as supervisory director. The person convening the General Meeting shall in due time inform the Works Council that appointment of supervisory directors will be considered at the General Meeting, specifying whether the appointment is taking place in accordance with the Works Council's right of recommendation pursuant to article 8.6.4.
- 8.8 Resignation by supervisory directors**
- 8.8.1 A supervisory director shall retire no later than at the end of the first General Meeting to be held after a period of four years following his last appointment. A supervisory director retiring by rotation can be reappointed once for another four-year period.

If an interim vacancy occurs in the supervisory board, the board shall be deemed to be fully composed; in that case, however, a definitive arrangement shall be made as soon as possible. If a person has been appointed to fill an interim vacancy, he shall hold office for such period as remained for his predecessor, unless the General Meeting decides otherwise when making its appointment.

8.8.2 On request, the Enterprise Chamber of the Amsterdam Court of Appeal may dismiss a supervisory director on account of neglect of his duties, on account of other important reasons or on account of a profound change in the circumstances on the basis of which retention as a supervisory director cannot reasonably be required of the Company. The request may be submitted by the Company, in this request represented by the Supervisory Board, or by a designated representative of the General Meeting or of the Works Council.

8.8.3 The supervisory board may suspend a supervisory director; the suspension shall lapse by operation of law if the Company has not submitted a request as referred to in the previous paragraph to the Enterprise Chamber within one month after the start of the suspension.

8.9 Withdrawal of confidence in the supervisory board

8.9.1 The General Meeting of Shareholders may withdraw its confidence in the Supervisory Board by an absolute majority of votes cast, representing at least one third of the issued share capital. If less than one third of the issued share capital was represented at the meeting, no new meeting may be convened.

The resolution to withdraw confidence in the Supervisory Board shall specify the reasons for that resolution. The resolution may not be passed with regard to supervisory directors appointed by the Enterprise Chamber on the basis of article 8.9.3.

8.9.2 A resolution as referred to in article 8.9.1 shall not be passed until the management board has notified the Works Council of the proposal for the resolution and the reasons for the proposal. The notification shall take place at least thirty days before the General Meeting at which the proposal is discussed. If the Works Council determines a position on the proposal, the management board shall inform the supervisory board and the General Meeting of this position. The Works Council may explain its position in the General Meeting.

8.9.3 The resolution referred to in article 8.9.1 shall result in the immediate dismissal of the supervisory directors. In that case the management board shall immediately request the Enterprise Chamber of the Amsterdam Court of Appeal to temporarily appoint one or more supervisory directors. The Enterprise Chamber shall provide for the effects of the appointment.

8.9.4 The supervisory board shall use its best efforts to ensure that a new supervisory board is composed within the period set by the Enterprise Chamber and in accordance with article 8.6.

8.10 Internal organisation and duties and responsibilities of the supervisory board

8.10.1 The supervisory board supervises the policies of the management board and the general affairs of the Company and its business. The supervisory board supports the management board with advice. In fulfilling their duties the supervisory directors shall serve the interests of the Company and its business. The management board shall provide the supervisory board in time with the information it needs to carry out its duties.

8.10.2 The supervisory board shall appoint one of the Supervisory Directors as chairman of the supervisory board. The supervisory board also appoints a secretary, from among or from outside its members.

8.10.3 The supervisory board may adopt written rules governing its internal proceedings. The supervisory directors may also divide their duties, whether in rules or otherwise.

8.10.4 The supervisory board may decide that one or more supervisory directors have access to all premises of the Company and may examine all books, correspondence and other records.

8.10.5 The supervisory board may obtain advice from experts at the Company's expense if the supervisory board deems it necessary to properly fulfil its duties.

8.11 Adoption of resolutions by the supervisory board

8.11.1 The supervisory board meets whenever a supervisory director deems it necessary.

8.11.2 In the supervisory board:

- (a) the supervisory director A and supervisory director B may cast twenty (20) votes;
 - (b) each supervisory director N may cast twenty-six (26) votes; and
 - (c) each supervisory director T may cast eight (8) votes.
- 8.11.3 Unless the regulations as referred to in article 8.10.3 stipulate otherwise, its resolutions are adopted by an absolute majority of votes cast, provided that a resolution to determine salary, any bonus (tantième) and the other related terms and conditions of a managing director, as referred to in article 8.1.2, can only be adopted if all supervisory directors in office have voted in favour, with the exception of one.
If there is a tie in voting, the proposal will thus be rejected.
- 8.11.4 Notwithstanding this article 8.11.4 and article 8.11.7, the supervisory board may not adopt resolutions in a meeting where (i) less than the majority of the supervisory directors entitled to vote is present or represented and (ii) less than one (1) supervisory director N entitled to vote is present or represented.
A supervisory director can participate in any meeting of the supervisory board by telephone or by video conference, provided that the supervisory director can always hear all other supervisory directors participating in the meeting and be heard by them; such a supervisory director will be deemed to be present at such a meeting in all cases and be able to cast his votes and also participate in the rest of the meeting as if he were present at such meeting in person.
The supervisory board can hold a meeting by telephone or by way of a video conference, provided all supervisory directors participating the meeting can always hear the other participating supervisory directors and can also be heard by them.
- 8.11.5 A supervisory director may be represented at a meeting by another supervisory director.
- 8.11.6 If a supervisory director has a direct or indirect personal conflict of interest with the Company and its business, he may not participate in the supervisory board's deliberations and decision-making. If no resolution of the supervisory board can be adopted as a result, the General Meeting adopts the resolution. In the event that a supervisory director N has a direct or indirect conflict personal conflict of interest with the company, resolutions of the supervisory board can only be adopted with the prior approval of the general meeting.
- 8.11.7 The supervisory board may also adopt resolutions without holding a meeting, provided that these resolutions are adopted in writing or by reproducible electronic communication and all supervisory directors entitled to vote have consented to adopting the resolution outside a meeting. Articles 8.11.1 and 8.11.6 equally apply to adoption by the supervisory board of resolutions without holding a meeting.
- 8.11.8 The managing directors shall attend the meetings of the supervisory board, if invited to do so, and provide in these meetings all information required by the supervisory board.

9 GENERAL MEETING

9.1 Annual General Meeting

- 9.1.1 At least one General Meeting must be held during the Company's financial year, unless the matters referred to in article 9.1.2 have been resolved on without holding a meeting in accordance with article 9.5 (Resolutions without holding a meeting).
- 9.1.2 The agenda for the annual General Meeting must include the following items:
- (a) if article 2:391 BW applies to the Company, the deliberations on the management report;
 - (b) the adoption of the annual accounts;
 - (c) the allocation of profits;
 - (d) the discharge of managing directors in office in the preceding financial year for their management in that financial year; and
 - (e) the discharge of supervisory directors in office in the preceding financial year for their supervision in that financial year.

- 9.1.3 The items referred to in article 9.1.2 do not need to be included on the agenda if the deadline for preparing the annual accounts and, if applicable, presenting the management report has been extended or if the agenda includes a proposal to that effect.
- 9.1.4 Any other items that have been put on the agenda in accordance with article 9.2 (Location and notice of meetings) must be dealt with at the annual General Meeting.
- 9.1.5 A General Meeting must furthermore be convened whenever the management board or the supervisory board deems it necessary. In addition a General Meeting must be convened whenever one or more persons individually or jointly representing at least one hundredth of the issued share capital makes a request to the management board and the supervisory board to that effect, unless this is contrary to an overriding interest of the Company. The request must clearly state the items to be discussed.

9.2 Location and notice of meetings

- 9.2.1 General Meetings are held in the municipality where the Company has its seat or in Amsterdam, the Netherlands.
- 9.2.2 The management board, the supervisory board, a managing director or a supervisory director shall give notice of a General Meeting to Persons Entitled to Attend General Meetings. If in the event referred to in the second sentence of article 9.1.5, neither a managing director nor a supervisory director convenes the General Meeting so that it is held within four weeks of the request, any of the persons making the request may convene the General Meeting in accordance with these articles of association.
- 9.2.3 Notice must be given in accordance with the deadline referred to in article 2:225 BW.
- 9.2.4 If one or more of the requirements referred to in article 9.2.1 or article 9.2.3 have not been met, valid resolutions may only be adopted at a General Meeting if all Persons Entitled to Attend General Meetings have consented to this method of adoption and the managing directors and supervisory directors have been given the opportunity to advise prior to the adoption of the resolution.
- 9.2.5 The notice must specify the agenda to be discussed, as well as the location and time of the General Meeting. Article 9.2.4 equally applies to adoption of resolutions on matters which have not been included in the notice or which have not been announced in a supplemental notice within the deadline for giving notice.
- 9.2.6 If one or more Persons Entitled to Attend General Meetings who individually or jointly represent at least one hundredth of the issued share capital, request in writing that an item be discussed, that item must be included in the notice or be announced in the same manner. An item does not need to be included in the notice or be announced in the same manner if the Company received the request later than on the thirtieth day before the General Meeting or if this is contrary to an overriding interest of the Company.

9.3 Order of business at the meeting

- 9.3.1 The chairperson of the supervisory board chairs the General Meeting. The chairperson of the supervisory board may, even if he is present at the General Meeting, appoint another individual as chairperson of the General Meeting. If the chairperson of the supervisory board is absent and has not appointed another chairperson, the supervisory directors present at the General Meeting will appoint one of them as chairperson. If no supervisory directors are present, the General Meeting will appoint its chairperson. The chairperson appoints a secretary.
- 9.3.2 Minutes must be taken of the General Meeting, unless a notarial record of the General meeting is prepared. Minutes must be adopted and signed by the chairperson and secretary of that General Meeting. Minutes may also be adopted by a subsequent General Meeting. In that case, the minutes must be signed by the chairperson and secretary of that subsequent General Meeting.
- 9.3.3 Managing directors and supervisory directors may attend General Meetings and have an advisory vote at General Meetings in their capacity of managing director or supervisory director.

9.4 Voting procedure and proxy

- 9.4.1 Each share confers the right to cast one vote at the General Meeting. At the General Meeting no vote may be cast on shares held by the Company or a Subsidiary, or on shares for which the Company or a Subsidiary holds the depositary receipts.
- 9.4.2 Pledges or usufructuaries of shares held by the Company or a Subsidiary are, however, not excluded from the right to vote on those shares if the right of pledge or the right of usufruct was granted before the Company or the Subsidiary held the shares. The Company or a Subsidiary may not cast a vote on shares that it holds a right of pledge or usufruct on.
- 9.4.3 Shares that do not carry voting rights pursuant to the law or these articles of association are not taken into account in determining to what extent shareholders vote, are present or represented or to what extent the share capital is provided or represented. Blank votes and invalid votes are regarded as not having been cast.
- 9.4.4 Resolutions are adopted by an absolute majority of the votes cast, unless the law or these articles of association specifically require a larger majority.
- 9.4.5 In a tie vote on the appointment of persons, no resolution is adopted. In a tie vote on other matters, the proposal is rejected, subject to article 11.1.1.
- 9.4.6 The chairperson determines the manner of voting. If a Person Entitled to Vote who is present at the General Meeting requests this, voting on the appointment, suspension and dismissal of persons must take place in writing.
- 9.4.7 The management board may resolve that votes cast by electronic communication prior to the General Meeting are put on par with votes cast at the General Meeting. The management board shall set the period during which votes may be cast in this manner; this period may not start any earlier than on the thirtieth day before the General Meeting.
- 9.4.8 The management board may resolve that each Person Entitled to Attend General Meetings may directly observe and take part in the General Meeting by electronic communication.
- 9.4.9 The management board may resolve that each Person Entitled to Vote may exercise his voting rights by electronic communication, either in person or by a proxy authorised in writing.
- 9.4.10 The management board may attach conditions to the use of electronic communication. The notice of the General Meeting must set out these conditions or state where they can be viewed.
- 9.4.11 Persons Entitled to Attend General Meetings may be represented at the General Meeting by a proxy authorised in writing.

9.5 Resolutions without holding a meeting

- 9.5.1 Persons Entitled to Vote may also adopt any resolutions which they may adopt at a General Meeting without holding a meeting. The managing directors and supervisory directors must be given the opportunity to give advice about the motion before the motion is voted on.
- 9.5.2 A resolution adopted without holding a meeting will only be valid if all Persons Entitled to Attend General Meetings consent to this form of adoption and the resolution is adopted either in writing or by reproducible electronic communication as required by law and these articles of association.
- 9.5.3 Persons who have adopted a resolution without holding a meeting shall immediately notify the management board and the supervisory board of the resolution.

10 FINANCIAL YEAR, ANNUAL REPORTING AND AUDITOR

10.1 Financial year and annual reporting

- 10.1.1 The financial year is the same as the calendar year.
- 10.1.2 Annually within five months after the end of each financial year the management board shall prepare annual accounts and make these available at the Company's office for inspection by the Persons Entitled to Attend General Meetings. The General Meeting may extend this period on the basis of special circumstances by no more than five months. The management board shall also send the annual accounts to the Works council.
- 10.1.3 If the mandate referred to in article 10.2 (Auditor) has been given, the auditor's statement must be added to the annual accounts. Furthermore, the management report must be added to the annual accounts, unless article 2:391 BW does not apply to the Company. The additional information

referred to in article 2:392(1) BW must also be added insofar as that paragraph (1) applies to the Company.

10.1.4 The annual accounts must be signed by all managing directors and supervisory directors; if any signature is missing, this must be stated and explained.

10.1.5 The General Meeting adopts the annual accounts.

10.1.6 Article 2:210(5) BW does not apply to the adoption of the annual accounts.

10.2 Auditor

10.2.1 The Company may give a mandate to an auditor as referred to in article 2:393 BW to audit the annual accounts prepared by the management board in accordance with article 2:393(3) BW. If the law so requires, the Company shall give this mandate.

10.2.2 The General Meeting gives the mandate to the auditor. If the General Meeting fails to give the mandate, the supervisory board will give the mandate.

10.2.3 The mandate given to the auditor may be revoked by the General Meeting and by the corporate body which has given the mandate. The mandate may only be revoked for valid reasons and in accordance with article 2:393(2) BW.

10.2.4 The auditor shall report on the audit to the management board and the supervisory board and set out the results of the audit in an auditor's statement on whether the annual accounts present a true and fair view.

11 PROFIT AND LOSS

11.1 Profit, loss and distributions on shares

11.1.1 The General Meeting allocates the profits determined by the adoption of the annual accounts, determines how a shortfall will be accounted for, and declares interim distributions from the profits or distributions from the reserves. Profits or reserves may only be distributed to the extent that the Company's equity exceeds the total amount of the reserves referred to in article 2:216(1) BW. A resolution to distribute profits or reserves is subject to the management board's approval. The management board may only withhold its approval if it knows or should reasonably expect that the Company will be unable to continue paying its due debts after the distribution. If at the time when the profits are allocated, no resolution is adopted on the distribution or addition to the reserves of these profits, the profits will be added to the reserves.

11.1.2 Shares held by the Company in its own share capital or for which depositary receipts have been issued that are held by the Company are not taken into account in determining how the amount to be distributed on shares is to be divided. These shares are, however, taken into account if they are subject to a right of pledge or a right of usufruct or if depositary receipts have been issued for these shares entitling the holder of that right or those depositary receipts to the distribution.

11.1.3 Only the amount of the mandatory payments on the nominal value of the shares is taken into account in determining the amount to be distributed on each share. The preceding sentence may be deviated from with the consent of all shareholders.

11.1.4 Distributions are due four weeks after they have been declared, unless the General Meeting sets a different date at the management board's proposal.

11.1.5 The General Meeting may resolve that distributions will be fully or partly made other than in cash.

12 SPECIAL RESOLUTIONS AND DISSOLUTION

12.1 Amendment of these articles of association, legal merger, legal division, and liquidation

The General Meeting may resolve on a legal merger, a legal division, an amendment of these articles of association, and dissolution, subject to articles 2:331 BW and 2:334ff BW and the requirement of consent where this is based on the law.

12.2 Liquidation

12.2.1 If the Company is dissolved pursuant to a resolution of the General Meeting and its assets must be liquidated, the managing directors will become the liquidators, unless the General Meeting appoints one or more other liquidators. The supervisory board supervises the liquidators.

- 12.2.2 The General Meeting determines the remuneration of the liquidators and of the individuals charged with the supervision of the liquidation.
- 12.2.3 The liquidation takes place in accordance with the statutory provisions. During the liquidation period these articles of association, as far as possible, will remain in full force.
- 12.2.4 The balance of the Company's assets after all liabilities have been paid will be distributed on the shares. Articles 11.1.2 and 11.1.3 equally apply.
- 12.2.5 After the Company has ceased to exist, its books, records and other data carriers must remain in the custody of the person designated for that purpose by the liquidators or, failing liquidators, by the management board, for a period of seven years.

13 TRANSITIONAL PROVISION

13.1 First financial year

The first financial year will end on the thirty-first day of December two thousand and twenty-two. This article and its heading will lapse after the first financial year.

13.2 Supervisory board

As at the time of this amendment to the articles of association, the following persons shall serve as supervisory directors:

Theodorus Johannes van der Raadt, born in Rijswijk, the Netherlands on the fifth day of May nineteen hundred fifty-three shall be designated as supervisory director A, who shall serve as chairman of the supervisory board for three year after the date of this amendment to these articles of association;

Koen Beeckmans, born in Rijswijk, the Netherlands on the fifth day of May nineteen hundred fifty-three shall be designated as supervisory director B, who shall serve as supervisory board member for three years after the date of this amendment to these articles of association;

Bart Peter Coopmans, born in Hoeven, the Netherlands on the thirteenth day of June nineteen hundred sixty-nine shall be designated as supervisory director N;

Martijn Koster, born in Deventer on the twentieth day of April nineteen hundred eighty-three, shall be designated as supervisory director N; and

Jan-Jaap Bongers, born in Capelle aan den IJssel on the second day of May nineteen hundred eighty shall be designated as supervisory director T.

A copy of the document in evidence of the resolutions, referred to in the head of this deed, is attached to this deed.

15. ADVISERS

15.1 Advisers to the Offeror

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