

Terms and Conditions
Virtual General Meeting of
ASML HOLDING N.V.
29 April 2021

ASML facilitates virtual access for Shareholders to its General Meeting of 29 April 2021 through the use of electronic means (the "**Virtual General Meeting**") by providing Shareholders the opportunity to follow the proceedings of the meeting, to vote virtually during the Virtual General Meeting and to ask questions during the Virtual General Meeting and upfront, without the possibility for Shareholders to attend the General Meeting in person.

ASML can hold a Virtual General Meeting because of the Covid-19 Emergency Act (*Tijdelijke wet Covid-19 Justitie en Veiligheid*) that entered into force on 24 April 2020. Participating in a Virtual General Meeting is subject to these Terms and Conditions for Virtual General Meetings.

Capitalised terms have the meaning as set out in the Annex to these Virtual General Meeting Terms and Conditions.

Virtual General Meeting Terms and Conditions

1 INTRODUCTION

- 1.1 These Virtual General Meeting Terms and Conditions apply to Virtual General Meetings and to Shareholders who wish to virtually attend and participate in the Virtual General Meeting via the Online Platform.
- 1.2 Shareholders must identify themselves electronically through a secured access on the Online Platform to enter the Virtual General Meeting, as also set out in the Terms and Conditions of the Online Platform Providers.
- 1.3 Further instructions on the participation in the Virtual General Meeting will be included in the convocation of the General Meeting.

2 TECHNOLOGY

- 2.1 Shareholders should, in advance of the Virtual General Meeting, test their connection and ensure that they have access to the Online Platform. ASML will allow for early access to the Online Platform in order to allow for testing by Shareholders. ASML will take all reasonable efforts to make sure that technical support lines are available for Shareholders during the Virtual General Meeting and for pre-meeting testing access.
- 2.2 There are certain risks for Shareholders who attend the Virtual General Meeting via the Online Platform. These risks include, among other things, any failure or deficiency in virtual meeting equipment, software, network infrastructure, servers, internet or telephone connectivity, video or voice equipment, whether or not caused by an information security incident (which includes any unauthorised use, hacking, a denial of service attack, a denial of access, any failure or intrusion resulting from the theft or unlawful interception of a password or network access code and any other cyberattack) or caused by any type of mechanical failure such as any electrical power outage during the Virtual General Meeting. If a Shareholder wishes to avoid such risks with respect to the exercise of voting rights, he or she should vote at the Virtual General Meeting by proxy, as set out in the notice for the Virtual General Meeting. If any of these risks prevent a Shareholder from watching, listening or otherwise following the meeting or voting electronically during (any part of) the Virtual General Meeting, then this will be for the risk and account of such Shareholder. The inability of one or more Shareholders to watch, listen or otherwise follow the Virtual General Meeting or vote electronically during (any part of) the Virtual General Meeting does not affect

the validity of the Virtual General Meeting or any business conducted at such meeting.

- 2.3** If it appears to the Chairman that the Online Platform does no longer adequately facilitate Shareholders in following the Virtual General Meeting, in submitting questions through the Online Platform or voting electronically during (any part of) the Virtual General Meeting, then the Chairman may suspend or cancel the meeting, change the sequence of the meeting or proceed with the meeting without the possibility for some or all of the Shareholders who participate in the Virtual General Meeting via the Online Platform to follow the meeting or vote, to submit questions through the Online Platform electronically during (any part of) the Virtual General Meeting. The Chairman shall, to the extent possible, communicate this decision to the Shareholders who attend the Virtual General Meeting.
- 2.4** If the Chairman suspends or cancels the Virtual General Meeting, then all business conducted up to the point of the suspension or cancellation will be valid.

3 SHAREHOLDERS' RIGHTS

- 3.1** Each Shareholder may follow the proceedings of the Virtual General Meeting virtually, submit questions through the Online Platform and vote in real time electronically, provided that the Shareholder has timely registered for the Virtual General Meeting and is duly and timely logged-in on the Online Platform in accordance with the instructions provided in the notice of the Virtual General Meeting.
- 3.2** A Shareholder who has given a proxy in respect of the voting of certain Shares to a third party cannot attend the Virtual General Meeting via the Online Platform for the same Shares.
- 3.3** Shareholders who are logged-in via the Online Platform at the time of the start of the Virtual General Meeting (i) shall be deemed to attend the Virtual General Meeting, (ii) shall be counted for calculating the number of Shareholders present or represented at the Virtual General Meeting and the percentage of the issued and outstanding Share capital of ASML that is present or represented at the Virtual General Meeting, (iii) shall be able to follow the meeting, (iv) shall be entitled to submit questions through the Online Platform and (v) shall be entitled to vote electronically at such Virtual General Meeting. The names of Shareholders who attend the Virtual General Meeting via the Online Platform will be included in the registration list of Shareholders attending the Virtual General Meeting by proxy. Any early log-off by a Shareholder during the Virtual General

Meeting will not affect the aforementioned calculation of the number of Shareholders are present or represented at the Virtual General Meeting.

- 3.4** Shareholders who duly registered for the Virtual General Meeting, but who are not logged-in via the Online Platform at the time of the start of the Virtual General Meeting will not be counted as attending the Virtual General Meeting and will not be able to vote or ask questions at such Virtual General Meeting. These Shareholders will, however, have the ability to follow the Virtual General Meeting via the webcast as announced in the notice for the meeting.
- 3.5** Any Shareholder that duly attends the Virtual General Meeting and that logs-off or is otherwise disconnected during the Virtual General Meeting will be allowed to log in to the Online Platform again and to re-join the Virtual General Meeting.
- 3.6** Without prejudice to articles 3.4 and 3.5, Shareholders will be able to cast their votes electronically between the moment the Chairman opens the voting poll in respect of an agenda item and the moment that the Chairman closes such poll. The Chairman may also at the beginning of the Virtual General Meeting decide that the polls for one or more voting agenda items will be open between the start of the Virtual General Meeting and the closure of voting as announced by the Chairman during the Virtual General Meeting. The polls will not be open prior to the start of the Virtual General Meeting.
- 3.7** Split voting by a Shareholder during the Virtual General Meeting is not yet supported by the Online Platform and is therefore not possible.
- 3.8** The determination by the Chairman on the outcome of a vote at the Virtual General Meeting is decisive. The Chairman determines at what time during the Virtual General Meeting the voting results shall be made available.
- 3.9** Each Shareholder may request from ASML a confirmation of receipt of the votes cast by such Shareholder via the Online Platform during the Virtual General Meeting.

4 AMENDMENTS TO THE VIRTUAL GENERAL MEETING TERMS AND CONDITIONS

The Board of Management is authorised to adopt, revoke and amend these Virtual General Meeting Terms and Conditions at any time, which adoption, revocation or amendment will become effective immediately upon the posting thereof on ASML's website (www.asml.com/agm2021), unless decided otherwise.

5 CONTACT

For any questions about these Terms and Conditions for the Virtual General Meeting, please contact legal@asml.com.

ANNEX DEFINITIONS

ASML	ASML Holding N.V.
Chairman	means the chairman of the Virtual General Meeting
Board of Management	means the board of management of ASML
General Meeting	means the corporate body of ASML that consists of Shareholders with voting rights and all other persons with voting rights in ASML / the meeting of ASML in which Shareholders and all other persons with meeting rights assemble
Lumi	means Lumi Technologies LTD
Online Platform	means the online platform provided by the Online Platform Providers on which the Shareholders are able to attend the Virtual General Meeting
Online Platform Providers	means Lumi and ABN AMRO Bank N.V., a public company governed by Dutch law, having its official seat in Amsterdam, the Netherlands
Shareholders	means holders of one or more Shares or holders of a right of usufruct to one or more Shares, provided that each such holder has meeting rights and in respect of casting a vote, that he also has the voting rights attached to such Shares
Shares	means one or more shares in the share capital of ASML, traded on Euronext in Amsterdam
Virtual General Meeting Terms and Conditions	means these terms and conditions for the Virtual General Meetings
Terms and Conditions of the Online Platform Providers	means the terms and conditions for the e-voting system of the Online Platform Providers as they will read from time to time
Virtual General Meeting	means a General Meeting in which Shareholders are able to virtually follow the General Meeting and submit questions through the Online Platform and vote electronically during the General Meeting via the Online Platform while the General Meeting is held, without the possibility to attend the General Meeting in person