

Authorization and Voting Instruction Form

For the Annual General Meeting of ASML Holding N.V. (the "**Company**" or "**ASML**") to be held at the Twinscan Auditorium, ASML Building 7, De Run 6665, Veldhoven, the Netherlands, on Wednesday 23 April 2025, starting at 10.00 am CET (the "**AGM**"),

the undersigned hereby authorizes and appoints civil-law notary Ms. C. Hagendijk (or her substitute or one of the civil-law notaries of Meijer Notarissen B.V., Keizersgracht 695, 1017 DW Amsterdam), to represent and vote on his or her behalf at the AGM per the voting instructions as indicated in this Authorization and Voting Instruction Form.

Abbre	viated agenda	For	Against	Abstain
1.	Opening			
2.	Overview of the Company's business, financial situation and ESG sustainability	-		
3.	Financial statements, results and dividend			
3a.	Advisory vote on the remuneration report for the Board of Management and the Supervisory Board for the financial year 2024			
3b.	Proposal to adopt the financial statements of the Company for the financial year 2024, as prepared in accordance with Dutch law			
3c.	Clarification of the Company's reserves and dividend policy			
3d.	Proposal to adopt a dividend in respect of the financial year 2024			
4.	Discharge			
4a.	Proposal to discharge the members of the Board of Management from liability for their responsibilities in the financial year 2024			
4b.	Proposal to discharge the members of the Supervisory Board from liability for their responsibilities in the financial year 2024			
5.	Proposal to approve the number of shares for the Board of Management			
6.	Proposal to adopt the revised remuneration policy for the Board of Management			
7.	Proposal to amend the remuneration of the members of the Supervisory Board			
8.	Composition of the Supervisory Board			
8a.	Proposal to re-appoint Ms. B.M. Conix as a member of the Supervisory Board			
8b.	Proposal to appoint Ms. C.E.G. van Gennip as a member of the Supervisory Board			
8c.	Composition of the Supervisory Board in 2026			
9.	Appointment external auditor			
9a.	Proposal to appoint PricewaterhouseCoopers Accountants N.V. as the external auditor to issue an independent auditor's opinion on ASML's financial statements for the reporting year 2026			
9b.	Proposal to appoint PricewaterhouseCoopers Accountants N.V. as the external auditor to carry out the assurance of ASML's sustainability statements for the reporting years 2025 and 2026			
10.	Proposals to authorize the Board of Management to issue ordinary shares or grant rights to subscribe for ordinary shares, as well as to restrict or exclude the pre-emption rights accruing to shareholders	1		
10a.	Authorization to issue ordinary shares or grant rights to subscribe for ordinary shares up to 5% for general purposes and up to 5% in connection with or on the occasion of mergers, acquisitions and/or (strategic) alliances			
10b.	Authorization of the Board of Management to restrict or exclude pre-emption rights in connection with the authorizations referred to in item 10 a)			
11.	Proposal to authorize the Board of Management to repurchase ordinary shares up to 10% of the issued share capital			
12.	Proposal to cancel ordinary shares			
13.	Any other business			
14.	Closing			

1



To the granting of the authorization the terms as set forth below apply.

The voting instructions above shall equally apply in the event the agenda of the AGM is amended before or during the AGM, provided that such amendment of the agenda does not (materially) alter the contents of the items proposed to the general meeting.

Terms applicable to the granting of a proxy by way of this Authorization and Voting Instruction Form ("Terms").

Registration - Only the person who has registered for the AGM as per the applicable procedure ("**Shareholder**") can grant a proxy by way of this form.

Voting instructions - The person who will vote on behalf of the Shareholder ("**Authorized Person**") shall not be liable for any damage suffered by the Shareholder as a result of any action or lack of action by the Authorized Person when making use of, or otherwise in connection with, this Authorization and Voting Instruction Form ("**Form**"). The preceding sentence shall not apply to the extent that the damage is caused by willful misconduct or gross negligence on the part of the Authorized Person. The Shareholder shall indemnify the Authorized Person against any claim made by any third party in connection with this Form or in connection with acts performed by the Authorized Person in the Shareholder's name under this Form. The indemnity shall also relate to any damage or costs incurred by the Authorized Person in connection with such claim.

After completion of the Form by the Shareholder, ASML and the Authorized Person are not liable for incorrect voting instructions.

By signing the Form, the Shareholder represents and warrants that he holds his shares in the capital of ASML fully and unencumbered, and that there is no pledgee or holder of a right of usufruct that may exercise the voting rights attached to these shares pursuant to a legal provision or a provision of the articles of association of ASML.

In performing acts pursuant to this Form, the Authorized Person may act pursuant to a power of attorney granted by one or more other shareholders in the capital of ASML.

The Authorized Person may grant a power of attorney to another person to vote, directly or indirectly, in the Shareholder's name within the limits of this Form, and he may substitute another person for himself as authorized person. If the first sentence applies, the other person shall (also) be the Authorized Person for the purposes of this Form.

The voting instructions above shall equally apply in the event the agenda of the AGM is amended before or during the AGM, provided that such amendment of the agenda does not (materially) alter the contents of the items proposed to the general meeting of shareholders.

Invalidity - If these Terms are or become partially void, the parties will continue to be bound by the remainder of the same. The parties shall replace the void part by provisions that are valid and have legal effect that correspond with those of the void part as much as possible, taking into account the content and the purport of these Terms.

Applicable Law and Jurisdiction - These Terms shall be exclusively governed by Dutch law. All disputes arising in connection with these Terms, including disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Amsterdam, the Netherlands.

By:			
Name			
City			
Date			
Number of shares registered			
Registration number (if known)			