

# Policy regarding the Virtual Meeting



### **Preliminary remarks**

In view of the Covid-19 pandemic, the health risks still present, and based on the directions of the Dutch authorities, the 2021 AGM of NN Group will be held virtually in accordance with the Temporary ACT COVID-19 Justice and Security (**Tijdelijke Wet COVID-19 Justitie en Veiligheid**). This means that Shareholders will not be able to physically attend the meeting.

NN Group values the dialogue with its Shareholders and facilitates virtual attendance and voting for Shareholders at its 2021 AGM through the use of electronic means. Shareholders can submit questions on any agenda items in advance of the meeting but will also be offered the opportunity to ask questions during the Virtual Meeting. Even though NN Group has used its best efforts to ensure that Shareholders are offered best in market, Shareholders may experience issues that are common for a Virtual Meeting.

This Policy is applicable to the 2021 AGM of NN Group.

Capitalised terminology and abbreviations are defined in the Annex to this Policy. Words and expressions expressed in the masculine form also include the feminine and gender neutral form.

## 1. General

- 1.1 NN Group aims to assist its Shareholders who wish to virtually attend the Virtual Meeting by providing adequate opportunity to vote electronically and ask questions via a video or audio connection real time during the Virtual Meeting.
- 1.2 The Online Voting Platform for the Virtual Meeting will be provided by Computershare with access via the Third-Party Agent. The Virtual Attendance Platform for the Virtual Meeting will be provided by NFGD.
- 1.3 To be able to vote electronically during the Virtual Meeting, Shareholders must identify themselves electronically via the Third-Party Agent to enter the Virtual Meeting through a secured access as set out in the Terms of Use of the Third-Party Agent. To be able to ask questions during the meeting, Shareholders must log in on the Virtual Attendance Platform using login details, to be provided by NN Group.
- 1.4 Participation instructions for Shareholders will be included in the convocation of the Virtual Meeting.
- 1.5 NN Group reserves the right at all times to modify, suspend, cancel or restrict the mechanisms for electronic voting and asking questions when this becomes necessary or advisable for technical or security reasons.

## 2. Technical infrastructure

- 2.1 NN Group ensures, to the extent reasonably possible, that the technical infrastructure for virtual participation in the Virtual Meeting is properly in place, secured and accessible for Shareholders with compatible devices. NN Group will make use of reputable third parties for providing the technical infrastructure required for conducting the Virtual Meeting.
- 2.2 Shareholders should be aware that there will always be certain residual risks in relation to the technical infrastructure used for a Virtual Meeting. These risks include, amongst others: any failure 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 services 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 cyber-attack) or caused by any type of mechanical failure such as any electrical power outage during the Virtual Meeting. The failure of technology can happen both on the side of NN Group (and/or the third parties providing the technical infrastructure) or on the side of Shareholders. To avoid such risks, Shareholders can submit questions ahead of the Virtual Meeting and/or provide an electronic proxy with voting instructions to the designated Vote Collector as set out in the convocation of the Virtual

Meeting. If any of these risks prevent a Shareholder from virtually attending the meeting, voting electronically during (any part of) the Virtual Meeting and/or asking questions during the Virtual Meeting, then this will be for the risk and account of such Shareholder. The inability of one or more Shareholders to virtually attend the Virtual Meeting, vote electronically during (any part of) the Virtual Meeting and/or ask questions during the Virtual Meeting does not affect the validity of the Virtual Meeting or any business conducted at such meeting.

- 2.3 The technical infrastructure will be implemented in a timely manner before the Virtual Meeting in order to allow Shareholders to test their access and to verify that they are able to participate virtually in the Virtual Meeting. NN Group will take all reasonable efforts to keep technical support lines available for Shareholders who attend the Virtual Meeting virtually.
- 2.4 Shareholders may inform NN Group of any failure of the technical infrastructure via the technical support lines referred to in Clause 2.3.
- 2.5 Any failure of the technical infrastructure that occurs during the Virtual Meeting which comes to the attention of the Chair and which affects significantly the course of the Virtual Meeting, shall be communicated by the Chair to all Shareholders who participate virtually in the Virtual Meeting. The Chair may decide at his own discretion, taking into account the potential impact on the decision-making process within the Virtual Meeting, whether or not the Virtual Meeting must be suspended or cancelled due to such failure, or proceed without the possibility for some or all Shareholders to virtually attend the Virtual Meeting, to vote electronically and/or to ask questions during the Virtual Meeting.
- 2.6 Should the Chair decide to cancel the whole Virtual Meeting or the remainder of the Virtual Meeting as referred to in Clause 2.5, a new General Meeting will be convened by NN Group as soon as reasonably possible. The agenda for that General Meeting may consist of at least the same items, to the extent not already adopted in the original meeting. Shareholders who have given a proxy or voting instruction to the Vote Collector must be aware that such proxy or voting instruction will not be valid for the newly convened General Meeting.

### **3 Meeting rights, voting and asking questions by Shareholders in Virtual Meeting**

- 3.1 Each Shareholder may attend the Virtual Meeting virtually, vote in real time electronically and ask questions during the Virtual Meeting, provided that he timely selects this option via the Third-Party Agent in accordance with the instructions provided in the convocation of the Virtual Meeting.
- 3.2 Shareholders must be logged in via the Third-Party Agent to the Online Voting Platform facilitating the Virtual Meeting prior to the start of the Virtual Meeting. Shareholders joining the Virtual Meeting after the opening of the Virtual Meeting by the Chair will not be counted as attending Shareholders and will not be able to vote in that Virtual Meeting.
- 3.3 Split voting on a shareholding that is held in one security account is not supported by the Online Voting Platform and will therefore not be possible.
- 3.4 Shareholders attending the Virtual Meeting virtually, and shareholders providing an electronic proxy with voting instructions to the designated Vote Collector, are counted at the start of the Virtual Meeting for calculating how many Shareholders are represented at the Virtual Meeting and which percentage of the issued and outstanding share capital is represented at the Virtual Meeting. Any early log-off by a Shareholder during the Virtual Meeting, will therefore not affect such calculation. In case of dropped or terminated connection to the Virtual Meeting, the Shareholder will be allowed to re-join the Virtual Meeting only if he was already counted at the beginning of the Virtual Meeting. The names of the Shareholders attending the Virtual Meeting virtually will be put on the attendance list, in accordance with the provisions of the articles of association of NN Group.
- 3.5 Shareholders who are entitled to and wish to ask questions on any agenda item, can submit these in advance of the Virtual Meeting in accordance with the instructions provided in the convocation of the Virtual Meeting. Questions submitted prior to the submission deadline will be answered, possibly combined by theme, during the Virtual Meeting and the answers will be available on NN Group's website.
- 3.6 Shareholders who registered to virtually attend and vote at the Virtual Meeting may also ask questions during the Virtual Meeting via the Virtual Attendance Platform. In order to be able to ask questions during the Virtual Meeting, Shareholders must be logged in on the Virtual Attendance Platform prior to the start of the Virtual Meeting. Shareholders logging in on the Virtual Attendance Platform after the opening of the Virtual Meeting by the Chair will not be able to ask questions during that Virtual Meeting. In case of dropped or terminated connection to the Virtual Attendance Platform, the Shareholder will be allowed to re-join such Platform only if he was already logged in prior to the opening of the Virtual Meeting.

- 3.7 In the interest of the order of the meeting, the Chair can take further measures.
- 3.8 The voting for all items will be open during the Virtual Meeting and closed after the last voting item on the agenda has been discussed. Provisional voting results will not be disclosed during the Virtual Meeting. The voting is not open prior to the start of the Virtual Meeting.
- 3.9 At the close of all voting the Chair's decision about the vote as expressed in the meeting is decisive to determine whether or not resolutions have been adopted by the general meeting.

### **4 Vote confirmation and results**

- 4.1 A Shareholder will receive an electronic confirmation of receipt of the votes he has cast electronically during the Virtual Meeting. Upon request of a Shareholder, NN Group will send such Shareholder a confirmation that his votes cast during the Virtual Meeting have been validly recorded and counted. The request of the Shareholder should be received within 3 months after the Virtual Meeting.
- 4.2 The voting results of the Virtual Meeting will be placed on NN Group's website in accordance with Dutch law. The notice of these results will also state whether there were any failures or issues encountered during the Virtual Meeting from a technical infrastructural or information security perspective of which NN Group has become aware.

# Annex

## Definitions and interpretation

**2021 AGM** means the annual General Meeting to be held on 20 May 2021, which will be a Virtual Meeting.

**Chair** means the chair of the General Meeting.

**Computershare** means Computershare Netherlands B.V., a private company with limited liability governed by Dutch law, having its official seat in Hilversum, the Netherlands.

**General Meeting** means the general meeting of Shareholders of NN Group.

**NN Group** means NN Group N.V., a public limited company (naamloze vennootschap), governed by Dutch law, having its official seat in Amsterdam, the Netherlands.

**NFGD** means NFGD Zoetermeer B.V., a private company with limited liability governed by Dutch law, having its official seat in Zoetermeer, the Netherlands.

**Online Voting Platform** means the LUMI AGM online voting platform provided by Computershare with access via the Third-Party Agent through which the Shareholders are able to attend and vote at the Virtual Meeting.

**Policy** means the subject Policy regarding the Virtual Meeting.

**Shareholder** means a holder of one or more shares in the capital of NN Group or, for the purpose of this Policy, of a right of usufruct to one or more shares or depository receipts for shares in the capital of NN Group, provided that the holder has meeting rights and to the extent he may vote, that he also has the voting rights attached thereto.

**Terms of Use of the Third-Party Agent** means the prevailing terms of use for the e-voting system of the Third-Party Agent, available on [www.abnamro.com/evoting](http://www.abnamro.com/evoting).

**Third-Party Agent** means ABN AMRO Bank N.V., a public limited company governed by Dutch law, having its official seat in Amsterdam, the Netherlands.

**Virtual Attendance Platform** means the Barco weConnect2U video or audio connection – at the election of the shareholder – provided by NFGD through which the Shareholders are able to ask questions at the Virtual Meeting.

**Virtual Meeting** means a general meeting that is held virtually, where Shareholders are able to virtually attend the meeting, vote electronically through the Online Voting Platform during the meeting and, if they wish to do so, ask questions via the Barco WeConnect Platform during the meeting.

**Vote Collector** means the independent proxy holder preselected by NN Group whom a Shareholder can appoint as proxy holder with voting instructions.

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