



## Policy regarding the Virtual General Meeting of Shareholders

### **Preliminary remarks**

*KPN strongly believes in Shareholder participation through the use of electronic means and virtual attendance at the AGM (a “Virtual Meeting”).*

*KPN facilitates Virtual Meetings by providing Shareholders the opportunity to attend the proceedings of the meeting and to vote virtually during the Virtual Meeting. Even though KPN has used its best efforts to ensure that shareholders are offered best in market IT-facilities, shareholders may experience issues that are common for a virtual meeting.*

*Capitalized definitions used are explained in the Annex to this Policy.*

### **1. General**

- 1.1 KPN aims to assist its Shareholders who wish to attend the Virtual Meeting by providing an adequate opportunity to vote electronically and real-time during the Virtual Meeting.
- 1.2 The platform for Virtual Meetings will be provided by the Third Party Agent with access via the Third Party Agent.
- 1.3 Virtual 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.
- 1.4 Participation instructions for Shareholders will be included in the convocation of the Virtual Meeting.
- 1.5 KPN reserves the right at all times to modify, suspend, cancel or restrict the mechanisms for electronic voting when this becomes necessary or advisable for technical or security reasons.

### **2. Technical infrastructure**

- 2.1 KPN ensures, to the extent reasonably possible, that the technical infrastructure for virtual participation in a Virtual Meeting is properly in place, secured and accessible for Shareholders with compatible devices. KPN will make use of reputable third parties for providing the technical infrastructure required for conducting Virtual Meetings.
- 2.2 Virtual Shareholders should be aware that there will always be certain residual risks in relation to the technical infrastructure used for Virtual Meetings. 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 KPN (and/or the Third Party Agent) or with Virtual Shareholders. To avoid such risks, Shareholders should choose to cast their vote by proxy.
- 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 would be able to participate virtually in the Virtual Meeting. KPN will take all reasonable efforts to keep technical support lines available for Shareholders who attend the meeting virtually.

- 2.4 Shareholders may inform KPN of any failure of the technical infrastructure via the technical support lines referred to in Clause 2.3. Any failure in virtual meeting equipment, software, network infrastructure, servers, internet or telephone connectivity, an electrical power outage or similar events, including 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), that might prevent virtual participation in the Virtual Meeting, will in any event be at the risk and to the account of such Shareholder.
- 2.5 Any failure of the technical infrastructure that occurs during the Virtual Meeting which comes to the attention of the Chairman and which significantly affects the course of the Virtual Meeting, shall be communicated by the Chairman to all Shareholders who participate in the Virtual Meeting. The Chairman 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 Virtual Shareholders to vote and/or attend the Virtual Meeting.
- 2.6 Should the Chairman 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, that does not have to be a Virtual Meeting, will be convened by KPN as soon as reasonably possible. The agenda for that General Meeting consists of at least the same items, to the extent not already adopted in the original meeting, and may include other items as well. 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 and voting by Virtual Shareholders in Virtual Meeting**

- 3.1. Each Shareholder may attend the proceedings of the Virtual Meeting and vote in real time electronically, provided that he or she timely selects this option via the Third Party Agent in accordance with the instructions provided in the convocation of the Virtual Meeting.
- 3.2. Virtual Shareholders must be logged in via the Third Party Agent to the voting platform facilitating the Virtual Meeting prior to the start of the Virtual Meeting. Virtual Shareholders joining the Virtual Meeting after the opening of the Virtual Meeting by the Chairman will not be counted as attending Shareholders and will not be able to vote in that Virtual Meeting; they will only have access to the livestream to attend the Virtual Meeting.
- 3.3. Shareholders attending the Virtual Meeting, either virtually or by proxy, are counted at the start of the Virtual Meeting as attendees 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 Virtual Shareholder during the Virtual Meeting, will therefore not affect such calculation. In case of dropped or terminated connection to the Virtual Meeting, Virtual Shareholder will be allowed to re-join the Virtual Meeting only if he or she was already accounted for at the beginning of the Virtual Meeting. The names of the Virtual Shareholders will be put on the registration list of Shareholders attending the Virtual Meeting by proxy, in accordance with the provisions of the articles of association of KPN.
- 3.4. During the meeting it will be possible for the Virtual Shareholder to raise questions on the agenda items, via a separate video connection. If the Virtual Shareholder wishes to make use of the possibility to raise questions via the video connection, the Virtual Shareholder will need to select the 'raise your hand' button within the video system. The Virtual Shareholder will subsequently be connected to one of KPN's virtual operators that will provide further assistance. Please be informed that in the interest of the meeting order, questions may be gathered in a thematic manner and may be answered in a similar fashion. In order to raise questions via the video connection it is required that the Virtual Shareholder is registered for online participation via the e-voting system of ABN Amro ([www.abnamro.com/evoting](http://www.abnamro.com/evoting)), since then the identity of the Virtual Shareholder can be verified. The Virtual Shareholder is informed that if it wishes to make use of the possibility to raise questions via the video connection, verification questions may be asked to confirm the identity of the Virtual Shareholder.

- 3.5 In the interest of the order of the meeting, the Chairman can take further measures.
- 3.6 The Company Secretary will *inter alia* observe the procedural aspects of the Virtual Meeting, including its virtual part, and review the final vote reconciliation prior to certifying the final results.
- 3.7 Unless provided otherwise in the convocation of the Virtual Meeting, polls about an agenda item shall be held after the deliberation about such item has been closed by the Chairman. The Chairman may decide at the beginning of the Virtual Meeting that the polls 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 Company Secretary will determine when the polls about particular items will be open and closed exactly, taking into account the previous sentences. The polls are not open for voting prior to the start of the Virtual Meeting.
- 3.8 At the close of each poll (or all polls as the case may be – see Clause 3.7), the Chairman’s decision about the voting 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 Upon request of a Virtual Shareholder KPN will send such Virtual Shareholder a confirmation of receipt of his or her votes cast during the Virtual Meeting.
- 4.2 The voting results of the Virtual Meeting will be placed on KPN’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 KPN has become aware of.

## **Annex: Definitions and Interpretation**

**Chairman** means the chairman of the General Meeting.

**Company Secretary** means the company secretary of KPN.

**General Meeting** means the general meeting of Shareholders of KPN.

**Virtual Meeting** means the possibility for a Shareholder to attend the General Meeting virtually through an online audio or video connection, and if they wish to do so, cast votes electronically while the General Meeting is held.

**KPN** means Koninklijke KPN N.V., a public company governed by Dutch law, having its official seat in Rotterdam, the Netherlands.

**Policy** means the subject Policy regarding the Virtual General Meeting of Shareholders.

**Shareholder** means a holder of one or more shares in the capital of KPN or for the purpose of this Policy of a right of pledge or usufruct to one or more shares or depository receipts for shares in the capital of KPN, 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 terms of use for the e-voting system of the Third Party Agent as they will read from time to time.

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

**Virtual Shareholder** means a Shareholder who participates virtually in the Virtual Meeting.

**Vote Collector** means the independent proxy holder (civil law notary) preselected by KPN whom a Shareholder can appoint as proxy holder with voting instructions.