



# Terms and Conditions for Virtual General Meetings

## 1 Introduction

- 1.1 Considering the current guidelines and restrictive measures from the Dutch government surrounding the ongoing COVID-19 pandemic, and in accordance with Tijdelijke wet COVID-19 Justitie en Veiligheid, OBAM may consider to facilitate virtual access only for Shareholders to its Annual General Meeting through the use of electronic means (**Virtual General Meeting**).
- 1.2 In the event of a Virtual General Meeting, these Terms and Conditions for Virtual General Meetings (**Terms and Conditions**) are applicable to all Shareholders, unless the context requires otherwise.
- 1.3 Capitalized definitions used within these Terms and Conditions are explained in the Annex.

## 2 General Virtual General Meeting Principles

- 2.1 OBAM aims to facilitate Shareholders who wish to attend the Virtual General Meeting by providing an adequate opportunity to attend in real time, ask questions and to vote during the Virtual General Meeting. Shareholders will be provided with the opportunity to attend the Virtual General Meeting through the Video Conference Call Application.
- 2.2 The Virtual General Meeting shall be treated as having commenced at the physical place specified in the convocation. If no such physical place has been specified in the convocation, the Virtual General Meeting shall be treated as having commenced at Schiphol Boulevard 313, 1118 BJ, the Netherlands.
- 2.3 To be able to attend the Virtual General Meeting, Shareholders must register themselves electronically via Evote by ING Bank N.V. Registration instructions for Shareholders will be included in the convocation of the Annual General Meeting and are available on OBAM's website and via Evote by ING Bank N.V.
- 2.4 OBAM provides at least five (5) days before the Virtual General Meeting the direct link to the Virtual General Meeting by e-mail to Shareholders who are registered as outlined in article 2.2 of these Terms and Conditions. The beforementioned e-mail also includes participation instructions.
- 2.5 The Virtual General Meeting will be recorded for the purpose of drafting the minutes of the Virtual General Meeting. The recording will be removed when the minutes of the Virtual General Meeting has been prepared.

## 3 Technical infrastructure

- 3.1 Shareholders should, in advance of the Virtual General Meeting, test their internet connection and ensure that they have access to the Video Conference Call Application.
- 3.2 OBAM ensures, to the extent reasonably possible, that the technical infrastructure for the Virtual General Meeting is properly in place, secured and accessible for Shareholders with compatible devices.

3.3 The technical infrastructure will be implemented in a timely manner before the Virtual General Meeting in order to allow Shareholders to test their access and to verify that they would be able to participate virtually in the General Meeting. OBAM will make all reasonable efforts to make sure that technical support lines are available for Shareholders during the Virtual General Meeting and for premeeting access testing.

3.4 There are certain risks for Shareholders in respect of the Virtual General Meeting. 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 cyber-attack) or caused by any type of mechanical failure such as any electrical power outage during the Virtual General Meeting. The failure of technology can happen both on the side of OBAM and/or the Shareholders.

If any of these risks prevent a Shareholder from following the Virtual General Meeting, then this will be for the risk and account of such Shareholder. The inability of one or more Shareholders to attend the Virtual General Meeting does not affect the validity of the Virtual General Meeting or any business conducted at such meeting.

3.5 If it appears to the Chairman that the Video Conference Call Application has become inadequate for Shareholders to attend the Virtual General Meeting, the Chairman may decide at his own discretion, taking into account the potential impact on the decision making process within the Virtual General Meeting, whether or not the Virtual General Meeting must be suspended or cancelled due to such failure, or proceed without the possibility for certain shareholders to vote and/or follow the Virtual General Meeting. The Chairman shall communicate this decision to the extent reasonably possible to the Shareholders who attend the Virtual General Meeting.

3.6 If the Chairman suspends or cancels the Virtual General Meeting, then all business conducted up to the point of the suspension or cancellation will remain valid.

Should the Chairman decide to suspend or cancel the Virtual General Meeting or the remainder of the Virtual General Meeting as referred to in Clause 3.5, a new Annual General Meeting, that does not have to be a Virtual General Meeting, will be convened by OBAM as soon as reasonably possible. The agenda for such new Annual General Meeting shall consist of 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 voting instruction must be aware that such voting instruction will not be valid for the newly convened Annual General Meeting.

## 4 Shareholder's rights

### Right to ask questions

4.1 Shareholders shall have the right to submit one or more written questions at least 72 hours prior to the start of the Virtual General Meeting provided that they have duly and timely registered for participation

in the Virtual General Meeting, in accordance with the instructions as included in the e-mail as mentioned in article 2.4 of these Terms and Conditions.

- 4.2 Shareholders are also allowed to ask questions during the Virtual General Meeting, provided that they have duly and timely registered for participation in the Virtual General Meeting and duly and timely logged-in on the Video Conference Call Application, in accordance with the instructions included in the in the e-mail as mentioned in article 2.4 of these Terms and Conditions.
- 4.3 The questions submitted by the Shareholders will be answered thematically or otherwise. The aim will be to answer the follow-up questions first during the Virtual General Meeting as the agenda allows. The Chairman of the General Meeting may determine that questions will not be answered during the meeting if this is not reasonably possible in view of the order of the Virtual General Meeting. In that event, the answers to such questions will be included as an annex to the minutes of the Virtual General Meeting.
- 4.4 The questions submitted by the Shareholders prior and during the Virtual General Meeting including the answers will be made available via the website of OBAM.

#### **Meeting rights**

- 4.5 Each Shareholder, who is registered for the Virtual General Meeting in accordance with article 2.3 of these Terms and Conditions, may follow the Virtual General Meeting.
- 4.6 Shareholders must be logged in on the Virtual General Meeting prior to the start of the Virtual General Meeting. Shareholders joining the Virtual General Meeting after the opening of the Virtual General Meeting by the Chairman will not be counted as attending Shareholders and will not be able to vote in that Virtual General Meeting.
- 4.7 Shareholders attending the Virtual General Meeting, either virtually or by a voting instruction, are counted at the start of the Virtual General Meeting as attendees for calculating how many Shareholders are represented at the Virtual General Meeting and which percentage of the issued and outstanding share capital is represented at the Virtual General Meeting.
- 4.8 In case of any early log-off, the session of the Shareholder will expire. In such event the Shareholder will be allowed to log in again and to re-join the Virtual General Meeting. To the extent such Shareholder was logged in prior to the start of the Virtual General Meeting, such Shareholder will be able to continue to attend the Virtual General Meeting and therefore exercise its right to submit questions or vote, if applicable, during the remaining part of the Virtual General Meeting. In all other circumstances such Shareholder will only be able to follow the meeting.

#### **Voting rights**

- 4.9 Shareholders will only be able to cast their vote by itself during the Virtual General Meeting or by granting an electronic proxy with voting instructions to OBAM referenced in the convocation. Shareholders are only allowed to cast their vote by themselves if they are logged in on the Virtual

Meeting prior to the start of the Virtual Meeting as outlined in article 4.5 and 4.6 of these Terms and Conditions.

- 4.10 The Company Secretary will inter alia observe the procedural aspects of the Virtual General Meeting, including its virtual part, and review the final vote reconciliation prior to certifying the final results.
- 4.11 The finding by the Chairman on the outcome of a vote by the General Meeting is decisive. The Chairman may inform the Shareholders of the results of such voting item(s) after, during, or at the close of the Virtual General Meeting.
- 4.12 Each Shareholder may request OBAM to send him or her a confirmation of receipt of his or her votes cast on their behalf.
- 4.13 The voting results of the Virtual General Meeting will be included in the notarial record of proceedings of the Virtual General Meeting. The notice of these results will also state whether there were any failures or issues encountered during the Virtual General Meeting from a technical infrastructural or information security perspective OBAM has become aware of.

## **5 Amendment to the terms and conditions for Virtual General Meetings**

- 5.1 OBAM reserves the right at all times to revoke or amend these Terms and Conditions for Virtual General Meetings at any time, such revocation or amendment will become effective immediately upon the posting thereof on OBAM's website and Evote by ING Bank N.V., unless decided otherwise.
- 5.2 OBAM reserves the right to, at its own discretion, change the meeting to a physical only or hybrid meeting (with both physical and virtual attendance) and/or change the order of the meeting. Such changes or modifications will be communicated to the Shareholders on OBAM's website and Evote by ING Bank N.V.

## Annex Definitions

Chairman	means the chairman of the Virtual General Meeting
Company Secretary	Means the Legal and Compliance Officer of OBAM Investment Management B.V. who fulfills the role of Company Secretary of OBAM N.V.
General Meeting	means the corporate body as outlined in article 19 of the Articles of Associates of OBAM N.V.
OBAM	OBAM N.V.
Shareholders	means holders of one or more shares of OBAM N.V., provided that each such holder has meeting rights and in respect of casting a vote, that he/she also has the voting rights attached to such Shares
Terms and Conditions	means these terms and conditions for Virtual General Meetings, as amended from time to time
Video Conference Call Application	Mean the application by which Shareholders are able to attend the Virtual General Meeting
Virtual General Meeting	means a General Meeting fully held and conducted via the Online Platform and in which Shareholders are able to follow such General Meeting, to ask questions during the General Meeting and vote only prior to such General Meeting by granting an electronic proxy with voting instructions to the civil-law notary referenced in the convocation, or their substitutes

OBAM N.V.  
World Trade Center Schiphol Airport  
Schiphol Boulevard 313  
1118 BJ Schiphol  
[www.obam.nl](http://www.obam.nl)

