# Policy Virtual General Meeting

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# Policy regarding the Virtual General Meeting of Shareholders

**Preliminary remarks**

Adyen intends to facilitate virtual access for Shareholders to its General Meetings through the use of electronic means (a **Virtual Meeting**). Adyen facilitates Virtual Meetings by providing Shareholders the opportunity to follow the proceedings of the meeting and to vote virtually during the Virtual Meeting and to ask questions during the Virtual Meeting (and upfront). Adyen can hold the Virtual Meeting because of the emergency Bill that was adopted by the Dutch Parliament on 24 April 2020. Participating virtually in this General Meeting is subject to this Policy.

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

## 1. General

1.1 Adyen aims to assist its Shareholders who wish to attend the Virtual Meeting virtually by providing an adequate opportunity to vote electronically and real time during the Virtual Meeting.

1.2 The Online Platform for Virtual Meetings will be provided by Computershare with access via the Third-Party Agent.

1.3 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 Shareholders will be able to submit questions during the Virtual Meeting.

1.6 Adyen 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 Adyen 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. Adyen will make use of reputable third parties for providing the technical infrastructure required for conducting Virtual Meetings.

2.2 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 unauthorized 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. To avoid such risks, Shareholders should submit questions upfront and/or vote by proxy. The failure of technology can happen both on the side of Adyen (and/or the Third Party Agent) or with Shareholders. If any of these risks prevent a Shareholder from following the meeting, voting electronically during (any part of) the Virtual Meeting and submit 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 follow the Virtual Meeting, vote electronically during (any part of) the Virtual Meeting and submit questions during the Virtual General Meeting does not affect the validity of the Virtual General 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 would be able to participate virtually in the Virtual Meeting. Adyen will take all reasonable efforts to keep technical support lines available for Shareholders.

2.4 Shareholders may inform Adyen 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 unauthorized 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 affects significantly 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 Shareholders to vote and/or follow the Virtual Meeting virtually. In case that it appears to the Chairman that the Online Platform does no longer allow all (or part) of the Shareholders to follow the meeting, to vote electronically during (any part of) the Virtual Meeting and to submit questions during the Virtual General Meeting, then the Chairman may, at its own discretion, continue, suspend or cancel the 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 Adyen 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 Shareholders in Virtual Meeting

3.1 Each Shareholder may follow the proceedings of the Virtual Meeting virtually and vote in real time electronically, 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 Online 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 Chairman will not be counted as attending Shareholders and will not be able to vote or to ask questions in that Virtual Meeting; they will only have access to the live stream to follow the Virtual Meeting.

3.3 Shareholders attending the Virtual Meeting 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 Shareholder during the Virtual Meeting, will therefore not affect such calculation. In case of dropped or terminated connection to the Virtual Meeting, 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 Shareholders in the Virtual Meeting 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 Adyen.

3.4 Shareholders have the opportunity to submit questions during the Virtual Meeting via the Online Platform. Split voting on a shareholding that is held in one security account is not yet supported by the Online Platform and will therefore not be possible.

3.5 The Company Secretary together with the Civil-Law Notary 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.

3.6 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.

3.7 At the close of each poll (or all polls as the case may be – see Clause 3.6), 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.



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## 4 Vote confirmation and results

4.1 Upon request of a Shareholder Adyen will send such Shareholder a confirmation of receipt of his votes cast during the Virtual Meeting.

4.2 The voting results of the Virtual Meeting will be placed on Adyen'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 Adyen has become aware of.

## Annex: Definitions and Interpretation

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

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

**Civil-Law Notary** means Mr. M.J.C. Arends, civil-law notary (notaris) of Clifford Chance LLP or any of his deputy civil-law notaries.

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

**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 Adyen.

**Management Board** means the management board of Adyen.

**Online Platform** means the online platform provided by Computershare and the Third Party Agent through which the Shareholders are able to attend the virtual part of, vote electronically at, and submit questions at the Virtual Meeting.

**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 Adyen 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 Adyen, provided that the holder has meeting rights and to the extent he may vote, that he also has the voting rights attached thereto.

**Supervisory Board** means the supervisory board of Adyen.

**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 Meeting** means a virtual General Meeting of which Shareholders are able to attend virtually through the Online Platform, and if they wish to do so, cast votes electronically and submit questions while the General Meeting is held.

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