

# Policy regarding a Virtual Meeting of Shareholders

## **Preliminary remarks**

Aegon facilitates a virtual Meeting of Shareholders ("**Meeting**") by providing Shareholders the opportunity to participate and vote virtually in a Meeting of Shareholders ("**Virtual Meeting**").

This policy outlines the guidelines for access to a Virtual Meeting through the use of electronic means (i.e., virtual attendance). Even though Aegon has used its best efforts to ensure that Shareholders are offered best market practice, Shareholders may experience issues that are common for participation at a Virtual Meeting.

Capitalized definitions used are explained 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 Aegon aims to assist its Shareholders who wish to attend a Virtual Meeting by providing an adequate opportunity to participate and vote electronically and real time during a Virtual Meeting.
- 1.2 The platform for virtual participation and voting during a Virtual Meeting 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 a 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 a Virtual Meeting.
- 1.5 Aegon reserves the right at all times to modify, suspend, cancel, or restrict the mechanisms for electronic voting and asking questions via a live chat when this becomes necessary or advisable for technical or security reasons.

### **2. Technical infrastructure**

- 2.1 Aegon ensures, to the extent reasonably possible, that the technical infrastructure for participation in a Virtual Meeting is properly in place, secured, and accessible for Shareholders with compatible devices. Aegon 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 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 a Virtual Meeting. The failure of technology can happen both on the side of Aegon (and/or the Third Party Agent) or with Virtual Shareholders. To avoid such risks, Shareholders should give a proxy or voting instructions as set out in the convocation.
- 2.3 The technical infrastructure will be implemented in a timely manner before a Virtual Meeting in order to allow Virtual Shareholders to test their access and to verify that they would be able to participate virtually in a Virtual Meeting. Aegon will take all reasonable efforts to keep technical support lines available for Virtual Shareholders.
- 2.4 Shareholders may inform Aegon 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 a 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 a Virtual Meeting which comes to the attention of the Chair, and which significantly affects the course of the Virtual Meeting, shall be communicated by the Chair to all Shareholders who participate 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 Virtual Shareholders to participate in, vote, and/or ask questions during the Virtual Meeting. The inability of one or more Virtual Shareholders to virtually attend a Virtual Meeting, cast votes electronically during (any part of) a Virtual Meeting, and/or ask questions during a Virtual Meeting does not affect the validity of the Virtual Meeting or any business conducted at such meeting.

- 2.6 Should the Chair decide to cancel the whole Virtual Meeting, or the remainder of a Virtual Meeting as referred to in Clause 2.5, a new Meeting, which does not have to be a Virtual Meeting, will be convened by Aegon as soon as reasonably possible. The agenda for such 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 must be aware that such proxy or voting instruction will not be valid for the newly convened Meeting.

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

- 3.1 Each Shareholder may attend the proceedings of a Virtual Meeting virtually, participate 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. The option of virtual attendance will not be available to holders of New York Registry Shares. In addition, virtual attendance may not be available if a shareholder's intermediary does not support online voting.
- 3.2 Virtual Shareholders must be logged in via the Third Party Agent to the voting platform facilitating a Virtual Meeting prior to the start of the Virtual Meeting. Virtual Shareholders joining a 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 participate and vote in that Virtual Meeting; they will only have access to the live stream to follow the Virtual Meeting.
- 3.3 Shareholders attending a Virtual Meeting virtually, or by proxy, 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 Virtual Shareholder during a Virtual Meeting will therefore not affect such calculation. In case of dropped or terminated connection to a Virtual Meeting, the Virtual Shareholder will be allowed to re-join the Virtual Meeting only if he was already accounted for at the beginning of the Virtual Meeting. The names of the Virtual Shareholders in a Virtual Meeting will be put on the registration list of Shareholders attending the Virtual Meeting, in accordance with the provisions of the Bye-Laws of Aegon.
- 3.4 Split voting on a shareholding that is held in one security account is not supported by the platform, and will therefore not be possible.
- 3.5 Aegon provides the opportunity for Shareholders who are entitled to, and wish to, ask questions on any agenda item, to submit such questions in advance of a Virtual Meeting, in accordance with the instructions provided in the convocation of the Virtual Meeting.

- 3.6 Aegon enables Shareholders who registered to attend a Virtual Meeting to pose questions during the Virtual Meeting. Virtual Shareholders may submit questions via a live chat to the Chair during the Virtual Meeting. Only if so decided by the Board of Directors, and only if a statement to such extent has been published on Aegon's corporate website prior to a Virtual Meeting, Virtual Shareholders will be allowed to participate via a video- or audio connection during the Virtual Meeting. Virtual Shareholders must be logged in on the platform prior to the start of a Virtual Meeting, in order to be able to ask questions via the live chat during the Virtual Meeting. Virtual Shareholders logging in on the platform after the opening of the Virtual Meeting by the Chair, will not be able to ask questions during the Virtual Meeting.
- 3.7 The Chair will, at his own discretion, alternate questions submitted by Virtual Shareholders via a live chat and - if applicable - live video or audio connection. The Chair may set time limits and/or question limits for Shareholders when deemed appropriate by him. The Chair may require Shareholders who have already asked questions, to wait until all other questioners have had a turn to ask questions on a given matter, before asking any other questions or making any comments.
- 3.8 Questions or comments that are, for example (but not limited to), (i) not related to the proposal under discussion, (ii) (substantially) already being asked or made at the Virtual Meeting, (iii) about personal concerns not shared by Shareholders generally, or (iv) use blatantly offensive or inappropriate language, may be ruled out of order by the Chair at his own discretion. In the interest of the order of the meeting, the Chair can take further measures.
- 3.9 Questions or comments submitted by a Virtual Shareholder via the chat or - if applicable - live video or audio connection in real time, may be checked, sorted out, and combined first by a person designated thereto by the Chair at the beginning of the Virtual Meeting. Questions and comments are in principle not asked or made anonymously by a Virtual Shareholder, as his name may be disclosed by the Chair. In order to participate virtually, a Shareholder has to agree with the relevant processing of this personal information, in accordance with the relevant laws and regulations.
- 3.10 Aegon avoids the appearance of, or potential for, manipulation with respect to the way it might screen, organize, combine, prioritize, and answer, or fail to answer, Shareholders' questions received in real time via the internet and - if applicable - live video or audio connection.
- 3.11 All appropriate questions that have been received during the course of a Virtual Meeting, and Aegon's answers to these questions, will be inserted in, or annexed to, the written records.

- 3.12 The Company Secretary will inter alia observe the procedural aspects of a Virtual Meeting, and review the final vote reconciliation prior to certifying the final results.
- 3.13 The polls for all items will be open during a Virtual Meeting, and closed after the last voting item on the agenda has been discussed. Provisional voting results will not be disclosed during a Virtual Meeting. The polls are not open for voting prior to the start of a Virtual Meeting.
- 3.14 At the close of all polls, the Chair's decision about the voting expressed in the meeting is decisive to determine whether or not resolutions have been adopted by the Meeting.

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

- 4.1 A Virtual Shareholder will receive an electronic confirmation of receipt of the votes he has cast electronically during a Virtual Meeting. Upon request of a Virtual Shareholder, a confirmation that his votes cast during a Virtual Meeting have been validly recorded and counted will be sent to such Virtual Shareholder. Such request of a Virtual Shareholder should be received within 3 months after the Virtual Meeting.
- 4.2 The voting results of a Virtual Meeting will be placed on Aegon's corporate 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 Aegon has become aware of.

# Annex

## Definitions and Interpretation

<b>Aegon</b>	means Aegon Ltd., a Bermuda exempted company with liability limited by shares, having its registered office in Bermuda, and having its principal place of business in The Netherlands.
<b>Board of Directors</b>	means the board of directors of Aegon.
<b>Chair</b>	means the chair of the Meeting.
<b>Company Secretary</b>	means the company secretary of Aegon.
<b>Virtual Meeting</b>	means a meeting that is held virtually, which Shareholders are able to attend virtually through an online connection, and where they can participate and cast votes electronically while the Meeting is held.
<b>The Meeting</b>	means the annual meeting of Shareholders of Aegon or an extraordinary general meeting of Shareholders of Aegon.
<b>Policy</b>	means the subject Policy regarding a Virtual Meeting.
<b>Shareholder</b>	means a holder of one or more shares in the capital of Aegon 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 Aegon, provided that the holder has meeting rights and to the extent he may vote, that he also has the voting rights attached thereto.
<b>Terms of Use of the Third Party Agent</b>	means the terms of use for the e-voting system of the Third Party Agent as they will read from time to time, and which are available on <a href="http://www.abnamro.com/shareholder">www.abnamro.com/shareholder</a> .
<b>Third Party Agent</b>	means ABN AMRO Bank N.V., a public company governed by Dutch law, having its official seat in Amsterdam, the Netherlands.
<b>Virtual Shareholder</b>	means a Shareholder who participates virtually in a Virtual Meeting.

