

## Policy regarding the hybrid General Meeting

Article 20.4 of the articles of association of Arcadis N.V. ("**Arcadis**" or the "**Company**") states that Arcadis may facilitate that each person entitled to attend its general meeting of shareholders ("**General Meeting**") (and to cast a vote thereat) may, either in person or by written proxy, attend and/or cast a vote at such meetings by electronic means, provided that such person can be identified through the electronic means of communication and furthermore provided that such person can directly take note of the business transacted at the meeting concerned.

In the event Arcadis decides to facilitate a hybrid meeting by enabling virtual attendance and/or virtual voting at its General Meeting next to in-person access (a "**Hybrid Meeting**"), such virtual attendance and/or virtual voting are subject to the terms and conditions as set out in this Policy. Capitalised definitions used are explained in the Annex to this Policy. In addition to this Policy, the Terms of Use of the Third-Party Agent may apply.

### 1. General

- 1.1 In the event of a Hybrid Meeting this Policy applies to Shareholders who wish to attend such meeting virtually and/or vote online during such meeting ("**Virtual Shareholders**").
- 1.2 Arcadis aims to assist its Virtual Shareholders by providing an adequate opportunity to attend and/or vote online during the Hybrid Meeting.
- 1.3 The platform for virtual attendance and/or virtual voting will be provided by the Third-Party Agent with access via the Third-Party Agent. Virtual Shareholders must identify themselves electronically via the Third-Party Agent to enter the Hybrid Meeting through secured access as set out in the Terms of Use of the Third-Party Agent.
- 1.4 The convocation of the General Meeting will provide whether or not such General Meeting will be held in the form of a Hybrid Meeting. Further instructions on virtual attendance and virtual voting during the Hybrid Meeting will be included on the Arcadis website. The convocation may also provide that the Executive Board may decide and announce after the date of the convocation that a Hybrid Meeting will be held.
- 1.5 Arcadis reserves the right at all times to change the General Meeting to an in-person only meeting or to modify, suspend, cancel or restrict the mechanisms for electronic voting. Such changes will be communicated on the website of Arcadis.

### 2. Technical infrastructure

- 2.1 Arcadis ensures, to the extent reasonably possible, that the technical infrastructure for virtual attendance and/or virtual voting during a Hybrid Meeting is properly in place, secured and accessible for Shareholders with compatible devices. Arcadis will make use of reputable third parties for providing such technical infrastructure.
- 2.2 Virtual Shareholders should be aware that there will always be certain residual risks in relation to the technical infrastructure used for virtual attendance and/or virtual voting during a Hybrid 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 Hybrid Meeting. The failure of technology can happen both on the side of Arcadis (and/or the Third-Party Agent) or on the side of the

Virtual Shareholder. The only way in which Shareholders can completely avoid these risks is to fall back to attending the Hybrid meeting by proxy or in-person.

- 2.3 The technical infrastructure will be implemented in a timely manner before the Hybrid Meeting in order to allow Virtual Shareholders to test their access and to verify that they would be able to virtually attend the Hybrid Meeting. Arcadis will take all reasonable efforts to keep technical support lines available for Shareholders who attend the Hybrid Meeting virtually.
- 2.4 Virtual Shareholders may inform Arcadis 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 attendance and/or virtual voting during the Hybrid Meeting, will in any event be at the risk and to the account of such Virtual Shareholder. The inability of one or more Virtual Shareholders to follow the Hybrid Meeting and/or vote virtually during (any part of) the Hybrid Meeting does not affect the validity of the Hybrid Meeting or any business conducted at such meeting.
- 2.5 Any failure of the technical infrastructure that occurs during the Hybrid Meeting which comes to the attention of the Chairman and which affects significantly the course of the Hybrid Meeting, shall be communicated by the Chairman to all Shareholders who attend the Hybrid Meeting, either in-person or virtually. The Chairman may decide at his own discretion, taking into account the potential impact on the decision making-process within the Hybrid Meeting, whether or not the meeting must be suspended or cancelled due to such failure, or to proceed without the possibility for some or all Virtual Shareholders to vote and/or follow the meeting virtually.
- 2.6 Should the Chairman decide to cancel the entire Hybrid Meeting or the remainder of the Hybrid Meeting as referred to in Clause 2.5, a new General Meeting (which does not have to be a Hybrid Meeting), will be convened by Arcadis as soon as reasonably possible. 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 Hybrid Meeting**

- 3.1 Each Shareholder may follow the proceedings of the Hybrid Meeting and vote online, provided that he or she timely selects this option via the Third-Party Agent in accordance with the instructions provided in the convocation and on the website of Arcadis.
- 3.2 Virtual Shareholders must be logged in via the Third-Party Agent to the voting platform facilitating the Hybrid Meeting prior to the start of the Hybrid Meeting. Virtual Shareholders joining the Hybrid Meeting after the opening of the meeting by the Chairman will not be counted as attending Shareholders and will not be able to vote in that Hybrid Meeting; they will only have access to the live stream to follow the Hybrid Meeting.
- 3.3 Shareholders attending the Hybrid Meeting, either virtually, by proxy or in-person, are counted at the start of the Hybrid Meeting as in-person attendees for calculating which percentage of the issued and outstanding share capital is represented at the Hybrid Meeting. Any early log-off by a Virtual Shareholder during the meeting will therefore not affect such calculation. In case of dropped or terminated connection to the Hybrid Meeting, a Virtual Shareholder will be allowed to re-join the meeting only if he or she was already accounted for at the beginning of the Hybrid Meeting. The names of the Virtual Shareholders in the Hybrid Meeting will be put on the registration list of Shareholders attending the Hybrid Meeting in-person or by proxy.

- 3.4 Virtual Shareholders cannot submit questions to the Executive Board, Supervisory Board or external auditor during the Hybrid Meeting. Questions can be submitted in writing in accordance with the procedure set out on the website of Arcadis.
- 3.5 The Chairman may decide at the beginning of the Hybrid Meeting that voting on all voting items on the agenda will be open during the entire Hybrid Meeting and closed after the last voting item on the agenda has been discussed. Provisional voting results will not be disclosed during the Hybrid Meeting. The voting items are not open for voting prior to the start of the Hybrid Meeting.
- 3.6 Split voting on a shareholding that is held in one security account is not supported by the platform and will therefore not be possible.
- 3.7 At the close of each voting item (or all voting items as the case may be – see Clause 3.5), 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.
- 3.8 The Chairman and the Company Secretary will observe the procedural aspects of the Hybrid Meeting, including its virtual part, and review the final vote reconciliation prior to confirming the final results on the website of Arcadis after the meeting.

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

- 4.1 Upon request of a Virtual Shareholder Arcadis will send such Virtual Shareholder a confirmation of receipt of his votes cast during the Hybrid Meeting.
- 4.2 The voting results of the Hybrid Meeting will be placed on Arcadis website in accordance with Dutch law. The notice of these results will also state whether, to the knowledge of Arcadis, any failures or issues were encountered during the Hybrid Meeting from a technical, infrastructural or information security perspective.

#### **5. Amendment to the Policy**

The Executive Board is authorised to amend or revoke this Policy at any time.

## **Annex: Definitions and Interpretation**

**Arcadis** means Arcadis N.V., a public limited liability company governed by Dutch law, having its statutory seat in Amsterdam, the Netherlands.

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

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

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

**Executive Board** means the executive board of Arcadis.

**General Meeting** means the general meeting of shareholders of Arcadis.

**Hybrid Meeting** means an in-person (physical) General Meeting which Shareholders are also able to attend virtually either through an online audio or video connection, and/or during which, if they wish to do so, Shareholders can cast votes online during the General Meeting.

**Policy** means this Policy regarding the hybrid General Meeting of Shareholders of Arcadis.

**Shareholder** means a holder of one or more shares in the share capital of Arcadis or, for the purpose of this Policy, of a right of pledge or a right of usufruct to one or more shares in the share capital of Arcadis, provided that the holder has meeting rights and in respect of casting a vote, that he also has the voting rights attached thereto.

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

**Terms of Use** 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 limited liability company governed by Dutch law, having its statutory seat in Amsterdam, the Netherlands.

**Virtual Shareholder** means a Shareholder who attends and/or votes virtually during the Hybrid Meeting.

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