

## **1. General**

1.1 This Policy for Hybrid General Meetings is applicable in the event of a Hybrid General Meeting and to Shareholders who wish to virtually attend and participate in the Hybrid General Meeting via the Webcast Platform, unless the context requires otherwise.

1.2 Beter Bed Holding N.V. aims to assist its Shareholders who wish to attend the Hybrid General Meeting virtually by providing an adequate opportunity during the Hybrid General Meeting.

1.3 The platform for Hybrid General Meetings will be provided by Beter Bed Holding N.V.

1.4 Virtual Shareholders must register themselves electronically via the Webcast Platform to enter the Hybrid General Meeting through a secured access.

1.5 Participation instructions for Shareholders will be included in the notice of the Hybrid General Meeting.

1.6 Beter Bed Holding N.V. 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 Beter Bed Holding N.V. ensures, to the extent reasonably possible, that the technical infrastructure for virtual participation in a Hybrid General Meeting is properly in place, secured and accessible for Shareholders with compatible devices. Beter Bed Holding N.V. will make use of reputable software for providing the technical infrastructure required for conducting Hybrid General Meetings.

2.2 Virtual Shareholders should be aware that there will always be certain residual risks in relation to the technical infrastructure used for Hybrid General 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 Hybrid General Meeting. The failure of technology can happen on the side of Beter Bed Holding N.V. (and/or Webcast Platform) or with Virtual Shareholders.

2.3 The technical infrastructure will be implemented in a timely manner before the Hybrid General Meeting, in order to allow Shareholders to test their access and to verify that they would be able to participate virtually in the Hybrid General Meeting. Beter Bed Holding N.V. will take all reasonable efforts to keep technical support lines available for Shareholders who attend the meeting virtually.

2.4 Shareholders may inform Beter Bed Holding N.V. 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 Hybrid General 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 Hybrid General Meeting which comes to the attention of the Chair and which affects significantly the course of the Hybrid General Meeting, shall be communicated by the Chair to all Shareholders who participate in person or virtually in the Hybrid General Meeting. The Chair may decide at his own discretion, taking into account the potential impact on the decision-making process within the Hybrid General Meeting, whether or not the Hybrid General 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 follow the Hybrid General Meeting virtually.

2.6 Should the Chair decide to cancel the whole Hybrid General Meeting or the remainder of the Hybrid General Meeting as referred to in Clause 2.5, a new General Meeting, that does not have to be a Hybrid General Meeting, will be convened by Beter Bed Holding N.V. 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 Hybrid General Meeting**

3.1 Each Shareholder may follow the proceedings of the Hybrid General Meeting virtually.

3.2 The names of the Virtual Shareholders in the Hybrid General Meeting will be put on the registration list of Shareholders attending the Hybrid General Meeting in-person or by proxy, in accordance with the provisions of the articles of association of Beter Bed Holding N.V.

3.3 Virtual Shareholders can neither orally nor virtually submit questions relating to the agenda items to the Management Board or Supervisory Board during the Hybrid General Meeting. Split voting on a shareholding that is held in one security account is not yet supported by the Webcast Platform and will therefore not be possible.

3.4 The Company Secretary will observe the procedural aspects of the Hybrid General Meeting.

## Annexe: Definitions and Interpretation

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

**Company Secretary** means the company secretary of Beter Bed Holding N.V.

**General Meeting** means the General Meeting of Shareholders of Beter Bed Holding N.V.

**Hybrid General Meeting** means an in-person (physical) General Meeting of which Shareholders are requested to attend virtually through a live webcast.

**Management Board** means the management board of Beter Bed Holding N.V.

**Policy** means the subject Policy regarding the Hybrid General Meeting.

**Shareholder** means a holder of one or more shares in the capital of Beter Bed Holding N.V. 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 Beter Bed Holding N.V., 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 Beter Bed Holding N.V.

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

**Vote Collector** means the independent proxy holder preselected by Beter Bed Holding N.V. whom a Shareholder can appoint as proxy holder with voting instructions.

**Webcast Platform** means the live webcast software provided by Beter Bed Holding N.V.