

WOLTERS KLUWER N.V.
POLICY
for
HYBRID GENERAL MEETINGS
OF SHAREHOLDERS

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Preliminary remarks

Wolters Kluwer N.V. (**Wolters Kluwer**) attaches great value to Shareholder participation and in this respect intends to facilitate virtual access for Shareholders to its General Meetings through the use of electronic means (a **Hybrid Meeting**) next to on premises access. Wolters Kluwer facilitates Hybrid Meetings by providing Shareholders the opportunity to follow the proceedings of the meeting and to vote virtually during the Hybrid Meeting. Participation in this Hybrid Meeting is subject to this Policy, the relevant provisions of the law and the Articles of Association.

Capitalised terms have the meaning as in the Annex to this Policy.

1. General

- 1.1 Wolters Kluwer aims to facilitate its Shareholders who wish to attend the Hybrid Meeting by providing an adequate opportunity to attend real time, ask questions and to vote electronically and real time during the Hybrid Meeting.
- 1.2 The Online Platform for the Hybrid Meeting will be provided by Computershare with access via the Third-Party Agent.
- 1.3 Virtual Shareholders must identify themselves electronically via the Third-Party Agent to enter the Hybrid 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 Hybrid Meeting.
- 1.5 After convocation of the Hybrid Meeting, Wolters Kluwer may, at its own discretion, change the sequence of the meeting, change or restrict the electronic facilities for the meeting, change the meeting to a fully virtual meeting (to the extent permitted by law) or adjourn the time at which the meeting is to be held. Such changes will be communicated to the Shareholders on the website of Wolters Kluwer.

2. Technical infrastructure

- 2.1 Wolters Kluwer ensures, to the extent reasonably possible, that the technical infrastructure for virtual participation in a Hybrid Meeting is properly in place, secured and accessible for Shareholders with compatible devices. Wolters Kluwer will make use of reputable third parties for providing the technical infrastructure required for conducting Hybrid 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 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 Meeting. The failure of technology can happen both on the side of Wolters Kluwer (and/or the Third-Party Agent) or with Virtual Shareholders. If any of these risks prevent a Virtual Shareholder from following the Hybrid Meeting, voting electronically during (any part of) the Hybrid Meeting and submitting questions during the Hybrid Meeting, then this will be for the risk and account of such Virtual Shareholder. The inability of one or more Shareholders to follow the Hybrid Meeting, vote electronically during (any part of) the Hybrid Meeting and submit questions during the Hybrid Meeting does not affect the validity of the Hybrid Meeting, the resolutions adopted at the Hybrid Meeting or any business conducted at such meeting. To avoid such risks, Shareholders are advised to submit questions upfront and/or to give a proxy with voting instructions to the designated Vote Collector as set out in the Notice, or attend the Hybrid Meeting in person.
- 2.3 The technical infrastructure will be implemented in a timely manner before the Hybrid Meeting in order to allow Shareholders to test their access and to verify that they are able to participate in the Hybrid Meeting. Wolters Kluwer will take all reasonable efforts to keep technical support lines available for Shareholders who registered to attend the Hybrid Meeting virtually.
- 2.4 Shareholders may inform Wolters Kluwer 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 participation in the Hybrid 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 Meeting which comes to the attention of the Chair and which significantly affects the course of the Hybrid Meeting, shall be communicated by the Chair to all Shareholders who participate in-person or virtually in the Hybrid Meeting. The Chair may decide at his or her own discretion, taking into account the potential impact on the decision making-process within the Hybrid Meeting, whether or not the Hybrid 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 Meeting virtually.
- 2.6 Should the Chair decide to cancel the whole Hybrid Meeting or the remainder of the Hybrid Meeting as referred to in Clause 2.5, all business conducted up to the point of the suspension or cancellation will be valid and a new General Meeting, that does not have to be a Hybrid Meeting, will be convened by Wolters Kluwer as soon as reasonably possible. The agenda for that General Meeting consist 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 the Hybrid Meeting

- 3.1 Each Shareholder may follow the proceedings of the Hybrid Meeting virtually, deliberate and vote in real time electronically, provided that such Shareholder timely selects this option via the Third-Party Agent and timely logs in for virtual admission to the Hybrid Meeting via the Online Platform, in accordance with the instructions provided in the convocation of the Hybrid Meeting.
- 3.2 Virtual Shareholders must be logged in via the Online Platform facilitating the Hybrid Meeting prior to the start of the Hybrid Meeting. Virtual Shareholders joining the Hybrid Meeting after the opening of the Hybrid Meeting by the Chair will not be counted as attending Shareholders and will not be able to deliberate and vote in that Hybrid Meeting; they will only have access to the live stream (the webcast) 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 how many Shareholders are represented at the Hybrid Meeting and 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 Hybrid 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 Hybrid Meeting only if that Virtual Shareholder was already accounted for at the beginning of the Hybrid Meeting. The names of the Virtual Shareholders in the Hybrid Meeting will be included on the registration list of Shareholders attending the Hybrid Meeting in-person or by proxy, in accordance with the provisions of the Articles of Association.
- 3.4 Wolters Kluwer will provide the opportunity for Shareholders to submit questions (in Dutch or in English) in advance of the Hybrid Meeting. Virtual Shareholders attending the Hybrid Meeting may also submit questions by electronic means which includes an audio connection, via the Online Platform to the Chair during the Hybrid Meeting. The language of the Hybrid Meeting will be English; questions submitted during the meeting should be in English. The Chair will at his or her own discretion, alternate between questions submitted in advance and those Shareholders who may be submitting questions in-person or in real time via the Online Platform.
- 3.5 Questions or comments submitted by a Virtual Shareholder in writing via the Online Platform in real time, may be checked, sorted out and combined first by a person designated thereto by the Chair. The name of a Shareholder who asked questions or made comments during the Hybrid Meeting shall be disclosed by the Chair. In order to attend a Hybrid Meeting, a Shareholder has to agree with the relevant processing of his or her personal information in accordance with the relevant laws and regulations.
- 3.6 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.
- 3.7 The Chair may set time limits and/or question limits for Shareholders when deemed appropriate by the Chair. Questions or comments that are, for example (but not limited to), not related to the proposal under discussion, are (substantially) already being asked or made at the Hybrid Meeting, are about personal concerns not shared by Shareholders generally, or use blatantly offensive or

inappropriate language may be ruled out of order by the Chair at his or her own discretion.

- 3.8 Wolters Kluwer avoids the appearance of, or potential for, manipulation with respect to the way it might screen, organise, combine, prioritise and answer, or fail to answer, (Virtual) Shareholders' questions received in advance or real time via the internet.
- 3.9 All appropriate questions that have been received prior and during the course of the Hybrid Meeting, and Wolters Kluwer's answers to these questions, will be inserted in or annexed to the written records.
- 3.10 The Company Secretary will *inter alia* observe the procedural aspects of the Hybrid Meeting, including its virtual part, and review the final vote reconciliation prior to certifying the final results.
- 3.11 Unless provided otherwise in the convocation of the Hybrid Meeting, polls about an agenda item shall be held after the deliberation about such item has been closed by the Chair. The Chair may decide at the beginning of the Hybrid Meeting that the polls for all items will be open during the 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 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 Hybrid Meeting.
- 3.12 At the close of each poll (or all polls as the case may be – see Clause 3.11), the Chair's decision about the voting expressed in the meeting is decisive to determine whether or not resolutions have been adopted by the General Meeting.
- 3.13 A Virtual Shareholder's access to the Online Platform will be cancelled if such Virtual Shareholder registered himself/herself to attend the Hybrid Meeting via the Online Platform, but he/she, or his/her proxy attends such meeting in person.

4. Vote confirmation and results

- 4.1 Upon request of a Shareholder, Wolters Kluwer will send such Shareholder a confirmation of receipt of his or her votes cast during the Hybrid Meeting. The request of the Shareholder should be received within three months after the Hybrid Meeting.
- 4.2 The voting results of the Hybrid Meeting will be placed on Wolters Kluwer's website in accordance with Dutch law. If applicable, the notice of these results will also state whether there were any failures or issues encountered during the Hybrid Meeting from a technical infrastructural or information security perspective Wolters Kluwer has become aware of.

5. Amendments to the Policy

Wolters Kluwer is authorized to adopt, revoke and amend this Policy regarding the Hybrid Meeting at any time which will become effective immediately upon posting on Wolters Kluwer's website (www.wolterskluwer.com), unless decided otherwise.

ANNEX: DEFINITIONS AND INTERPRETATION

Articles of Association means the articles of association of Wolters Kluwer.

Chair means the chair of the General Meeting.

Company Secretary means the company secretary of Wolters Kluwer.

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

Executive Board means the Executive Board of Wolters Kluwer.

General Meeting means the general meeting of shareholders of Wolters Kluwer.

Notice means the convocation of a General Meeting in accordance with the relevant provisions of the law and the Articles of Association.

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

Policy means the subject Policy regarding the Hybrid General Meeting.

Shareholder means a holder of one or more shares in the capital of Wolters Kluwer or for the purpose of this Policy of a right of pledge or usufruct to one or more shares in the capital of Wolters Kluwer at the record date of the Hybrid Meeting, provided that the holder has meeting rights and to the extent such person may vote, that such person also has the voting rights attached thereto.

Supervisory Board means the Supervisory Board of Wolters Kluwer.

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.

Hybrid Meeting means an in-person (physical) General Meeting of which Shareholders are also able to attend virtually either through the Online Platform, and if they wish to do so, cast votes electronically and submit questions while the General Meeting is held.

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

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

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