

Philips **Virtual Meeting Terms**

Koninklijke Philips N.V. may accommodate Shareholders to participate in General Meetings virtually through electronic means without the need to physically attend the respective General Meeting. The possibility to virtually attend a General Meeting may be provided as an alternative to attend the General Meeting in person. Pursuant to article 28 paragraph 3 of the Articles of Association, participating virtually in a General Meeting is subject to these terms and conditions for Virtual General Meetings.

Capitalised terms have the meaning as set out in the Annex to these Virtual Meeting Terms.

1 Introduction

- 1.1 These Virtual Meeting Terms are applicable in the event of a Virtual General Meeting and to Participating Shareholders, unless the context requires otherwise.
- 1.2 Participating Shareholders will be provided with the opportunity to remotely follow the Virtual General Meeting and vote electronically during the Virtual General Meeting. The Virtual General Meeting shall be treated as having commenced upon the opening of the General Meeting by the Chair of the Meeting.
- 1.3 Participating Shareholders may attend the Virtual General Meeting via the Online Platform. The Online Platform will be provided by the Online Platform Providers. Participating Shareholders must identify themselves electronically through a secured access protocol on the Online Platform to enter the virtual part of the Virtual General Meeting. In addition to the provisions laid down in these Virtual Meeting Terms, the Terms and Conditions of the Online Platform Providers also apply to the attendance and voting at the Virtual General Meeting via the Online Platform.
- 1.4 The convocation notice for a General Meeting will provide whether or not such General Meeting will be held in the form of a Virtual General Meeting. The convocation notice for a General Meeting may also provide that the General Meeting will be held in the form of a Virtual General Meeting if so decided and announced by the Board of Management after the date of convocation of the General Meeting.
- 1.5 Further instructions on the participation in the Virtual General Meeting will be included in the convocation notice for the General Meeting.
- 1.6 After convocation of the Virtual General Meeting, the Board of Management may, at its own discretion, change the meeting to a physical only meeting, change the order of the meeting and change or restrict the electronic facilities for the meeting. Such changes will be communicated on the Company's website (www.philips.com/agm).

2 Technology

- 2.1 Participating Shareholders should, in advance of the meeting, test their connection and ensure that they have access to the Online Platform. The Company will ensure the implementation of the technical infrastructure for the Online Platform in a timely fashion in order to allow Participating Shareholders to test the foregoing. The Company will take all reasonable efforts to make sure that a technical support line is available for Participating Shareholders during the Virtual General Meeting and for pre-meeting testing access.
- 2.2 There are certain risks for Participating Shareholders. These risks include, among other things, any failure or deficiency 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 service 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 General Meeting. If a Shareholder wishes to avoid such risks, he or she should (if applicable) attend the Virtual General Meeting in person or by providing a proxy. If any of these risks prevent a Participating Shareholder from following the meeting or voting electronically during (any part of) the Virtual General Meeting, then this shall be for the risk and account of such Participating Shareholder. The inability of one or more Participating Shareholders to follow the Virtual General Meeting or vote electronically during (any part of) the Virtual General Meeting does not affect the validity of the Virtual General Meeting or any business conducted at the Virtual General Meeting.
- 2.3 If it appears to the Chair of the Meeting that the Online Platform does no longer allow Participating Shareholders to follow the meeting or vote electronically during (any part of) the Virtual General Meeting, then the Chair of the Meeting may, at its own discretion, suspend or cancel the meeting, change the order of the meeting or proceed with the meeting without the possibility for some or all of the Participating Shareholders to follow the meeting and/or vote electronically during (any part of) the Virtual General Meeting. The Chair of the Meeting shall communicate this decision to the Shareholders who attend the Virtual General Meeting in person and to the extent reasonably possible to the Shareholders who attend the Virtual General Meeting via the Online Platform.
- 2.4 If the Chair of the Meeting suspends or cancels the Virtual General Meeting, then all business conducted up to the point of the suspension or cancellation will be valid. A suspended Virtual General Meeting may be continued as a physical General Meeting only or as a Virtual General Meeting, in such manner as determined by the Chair of the Meeting and irrespective of the form in which the Virtual General Meeting initially commenced.

3 Shareholders' rights

- 3.1 Participating Shareholders will be able to follow the Virtual General Meeting and vote electronically, provided that they timely registered for participation in the meeting via the Online Platform and timely logged-in on the Online Platform in accordance with the instructions provided by the Company and as included in the convocation notice for the meeting.
- 3.2 The convocation notice for the Virtual General Meeting shall provide if and how Participating Shareholders may submit questions prior to and/or during the Virtual General Meeting.
- 3.3 A Participating Shareholder's access to the Online Platform will be cancelled if such Shareholder registered himself/herself to attend the Virtual General Meeting via the Online Platform, but he/she or his/her proxy attends (if applicable) such meeting in person.

- 3.4 Participating Shareholders who are timely logged-in via the Online Platform prior to the start of the Virtual General Meeting (i) shall be deemed to attend such meeting in person, (ii) shall be counted in for calculating how many Shareholders are present or represented at such meeting and which percentage of the issued and outstanding Share capital of the Company is present or represented at such meeting, (iii) shall be able to follow the meeting and (iv) shall be entitled to vote electronically at such meeting. Participating Shareholders who are not timely logged-in via the Online Platform prior to the start of the Virtual General Meeting will not be counted as if they were attending such meeting and will only be able to follow the Virtual General Meeting. The names of Participating Shareholders who are registered as attendants of the Virtual General Meeting via the Online Platform will be included in the registration list of Shareholders attending the Virtual General Meeting in person or by proxy.
- 3.5 Any log-off by a Participating Shareholder before the end of the Virtual General Meeting will not affect the calculation of the quantum of Shareholders present or represented at the Virtual General Meeting. In case of any early log-off by a Participating Shareholder from the Online Platform, the session of the Participating Shareholder will expire. In such event the Participating Shareholder will be allowed to log in again and to re-join the Virtual General Meeting via the Online Platform. To the extent such Participating Shareholder was timely logged in via the Online Platform prior to the start of the Virtual General Meeting, such Participating Shareholder will be able to continue to follow the meeting and exercise its voting rights electronically during the remaining part of the Virtual General Meeting. In all other circumstances such Shareholder will only be able to follow the meeting.
- 3.6 Without prejudice to article 3.4, Participating Shareholders will be able to cast their vote electronically between the moment the Chair of the Meeting opens the polls on a voting agenda item after the deliberations on that item have taken place and the moment that the Chair of the Meeting closes the polls during the Virtual General Meeting. The Chair of the Meeting may also at the beginning of each Virtual General Meeting at his or her sole discretion decide that the polls for one or more voting agenda items will be open between the commencement of the Virtual General Meeting and the closure of voting as announced by the Chair of the Meeting during the Virtual General Meeting. The polls will not be open prior to the start of the Virtual General Meeting.
- 3.7 Split voting by Participating Shareholders on a shareholding that is held in one security account is not supported by the Online Platform and is therefore not possible.
- 3.8 The finding by the Chair of the Meeting after the closing of the poll or polls on the outcome of a vote by the General Meeting of Shareholders is decisive. The Chair of the Meeting may inform the Shareholders of the results of such voting item(s) after the closing of that poll or polls or at the close of the Virtual General Meeting.
- 3.9 Each Participating Shareholder may request the Company to send him or her a confirmation of receipt of his or her votes cast through the Online Platform during the Virtual General Meeting.

4 Amendments to the Virtual Meeting Terms

The Board of Management is authorised to adopt, revoke and amend these Virtual Meeting Terms at any time, which will become effective immediately upon posting on the Company's website (www.philips.com/agm), unless decided otherwise.

5 Contact

For any questions about these Virtual Meeting Terms, please contact Philips' Investor Relations department (telephone +31-20-59 77222 or email investor.relations@philips.com).

Annex – Definitions

Articles of Association	means the articles of association of Koninklijke Philips N.V.
Company	means Koninklijke Philips N.V.
Chair of the Meeting	means the chair of the General Meeting
Board of Management	means the board of management of the Company
General Meeting	means the meeting of the Company in which Shareholders and all other persons with meeting rights assemble
General Meeting of Shareholders	means the corporate body that consists of Shareholders
Virtual General Meeting	means a General Meeting held and conducted at a particular place and in which Shareholders are also able to follow (watch, listen or otherwise) the Virtual General Meeting and vote electronically during the Virtual General Meeting via the Online Platform while the General Meeting is held
Virtual Meeting Terms	means these terms and conditions for Virtual General Meetings
Online Platform	means the online platform provided by the Online Platform Providers through which the Shareholders are able to attend the virtual part of, and vote electronically at, the Virtual General Meeting
Online Platform Providers	means Computershare Netherlands B.V., a private company with limited liability governed by Dutch law, having its seat in Hilversum, the Netherlands, and ABN AMRO Bank N.V., a public company governed by Dutch law, having its official seat in Amsterdam, the Netherlands
Participating Shareholders	Shareholders who are accommodated to, and wish to virtually attend the Virtual General Meeting via the Online Platform
Shareholders	means holders of one or more Shares or holders of a right of usufruct or right of pledge to one or more Shares, provided that each such holder has meeting rights and in respect of casting a vote, that he or she also has the voting rights attached to such Shares
Shares	means one or more shares in the share capital of the Company
Terms and Conditions of the Online Platform Providers	means the terms and conditions for the use of the Online Platform as they will read from time to time

