ELASTIC N.V.

STAKEHOLDER ENGAGEMENT POLICY
(Adopted on June 14, 2023)

PREAMBLE

Our strategy is aimed at the creation of sustainable long-term value by the Company and its affiliated enterprise. To this end, the Board takes into account the impact the actions of the Company and its affiliated enterprise have on people and the environment and in that context weighs the relevant Stakeholder interests.

It is vital for us to develop an understanding of our Stakeholders’ needs, interests and expectations. We endeavor to achieve this through an effective dialogue with our Stakeholders. We interact with our Stakeholders on a regular basis through, without limitation, customer and investor meetings and calls, industry and investor conferences, customer service, employee meetings, surveys, portals and hotlines, community outreach programs, and governmental or regulatory interactions. We annually report on our Stakeholder engagement in our annual report.

This Stakeholder Engagement Policy applies to the Group. However, region, business unit or stakeholder specific policies on Stakeholder engagement may apply instead of, or in addition to this Stakeholder Engagement Policy.

Capitalized terms have the meaning set out in the Annex.

Purpose of the engagement

Stakeholder engagement takes place to ensure that the interests of the relevant Stakeholders are considered when defining the sustainability aspects of the Company's strategy. Engagement with Stakeholders may also take place for other purposes including to promote the overall performance of the Group, to increase the Group’s knowledge, to build social and relationship capital and to contribute to the Group’s license to operate.

Prior to engaging with an Engagement Counterparty, the Engagement Owner shall formulate the preliminary purpose of the engagement. During the engagement, the purpose of the engagement will be reviewed and where relevant adjusted by the Engagement Owner with due consideration of views presented by the Engagement Counterparty.

Identification of relevant stakeholders and engagement counterparties

The Engagement Owner will identify relevant Stakeholders with regard to the subject of the engagement considering, among others, the following attributes of potential Stakeholders:

(a) **Dependency** – groups or individuals who are directly or indirectly dependent on the Group’s activities, products or services and associated performance, or on whom the Group is dependent in order to operate;

(b) **Responsibility** – groups or individuals to whom the Group has, or in the future may have, legal, commercial, operational or ethical/moral responsibilities;
(c) **Attention** – groups or individuals who need attention from the Group with regard to financial, wider economic, social or environmental issues;

(d) **Influence** – groups or individuals who may have an impact on the Group’s strategic or operational decision-making; and

(e) **Diverse perspectives** – groups or individuals whose different views can lead to a new understanding of the situation and the identification of opportunities for action that may not otherwise occur.

Following the identification of the relevant Stakeholders, the Engagement Owner will identify potential Engagement Counterparties from among the identified Stakeholders. In doing so, the Engagement Owner may consider, without limitation, the following elements:

(a) the Stakeholder engagement risks as further described in paragraph 'Engagement Risks';

(b) the interests of the potential Engagement Counterparty;

(c) the expertise of the potential Engagement Counterparty;

(d) the level of influence of the potential Engagement Counterparty;

(e) the reputation of the potential Engagement Counterparty;

(f) earlier experiences with the Engagement Counterparty;

(g) the willingness of the potential Engagement Counterparty to engage; and

(h) the potential Engagement Counterparty's expectations of the engagement.

Those who, through regulation, custom, culture or reputation, can legitimately claim to represent any Stakeholder interests as well as the interests of the voiceless, such as future generations and the environment may also qualify as Engagement Counterparty. Representatives are expected to be open about how they communicate with their constituencies and how they bring in their constituents' voices.

If warranted and notwithstanding statutory obligations to do so, the Engagement Owner may identify employee participation bodies of the Group as an Engagement Counterparty.

**Engagement Method**

The Engagement Owner shall determine the method(s) of engaging with the Engagement Counterparty that are best suited to the purpose of the engagement and to the Engagement Counterparty. The engagement methods may include, without limitation: written correspondence, one-on-one interviews, roundtables and expert meetings, customer and investor meetings and calls, industry and investor conferences, customer service, employee meetings, portals and hotlines, community outreach programs, and governmental and regulatory interactions.

The Engagement Owner shall determine the person(s) representing the Group during a specific engagement with Stakeholders, taking into account their expertise, background, seniority and authority to take decisions.
Engagement Risks

The Engagement Owner shall assess potential risks associated with the engagement, prior to selecting the Engagement Counterparty, and the scope and method of the engagement. Based on such assessment, the Engagement Owner will determine whether the engagement is in the interest of the Company and its affiliated enterprise. If it is not, the engagement will not be entered into.

Potential Engagement Counterparty related risks may include, without limitation, participation fatigue, having expectations that the Group is unwilling or unable to fulfill, lack of trust, unwillingness to engage, conflicting interests between Engagement Counterparties and technical or other practical barriers.

Group related risks may include, without limitation, damage to reputation, waste of time and financial resources, loss of control of issues, creation of conflicts of interest, raising expectations that the Group is unwilling or unable to fulfill, and non-compliance with legal requirements and internal policies and standards.

Engagement Counterparty invitation

The Engagement Owner shall invite the Engagement Counterparty to engage. Such invitation will typically specify:

(a) the proposed purpose and the scope of the engagement;
(b) which Stakeholder(s) the Engagement Owner considers to be represented by the Engagement Counterparty;
(c) the engagement method, in conformity with paragraph 'Engagement Method' above;
(d) what the Engagement Counterparty is expected to contribute to the dialogue with the Company;
(e) the benefits to the engagement for the Engagement Counterparty; and
(f) logistical and practical information about the engagement with the Engagement Counterparty.

Ongoing monitoring

The Board shall systematically monitor and evaluate the overall quality of the engagement, and the Engagement Owner shall evaluate the quality of individual engagements.

Disclosure of information

To ensure an effective engagement and in order to assure that the Engagement Counterparty receives sufficient, consistent and timely information, the Engagement Owner shall disclose information in an accurate, transparent and comprehensive manner. The Engagement Counterparty shall be requested to adhere to the same principles with regard to the disclosure of information to the Engagement Owner.

Disclosure of information by the Engagement Owner shall at all times be in compliance with legal requirements and internal policies and standards.
If a member of the Board or any other representative of the Company communicates bilaterally with a Stakeholder, either in person, by telephone, by video or webcast, in writing or otherwise, he or she must ensure that no material non-public information is disclosed at any time.

If material non-public information is accidentally disclosed during bilateral contacts with a Stakeholder, the Company will disclose this information publicly as soon as possible. The Stakeholder to whom this material non-public information has been disclosed unintentionally shall be bound by strict confidentiality and by an undertaking not to trade in shares or derivatives of the Company's shares until the Company has publicly disclosed this information.

**Documenting and public reporting**

The Engagement Owner shall document the engagement and its outputs and where appropriate develop an action plan that articulates how the Group will respond to the outputs of the engagement. If considered appropriate by the Engagement Owner, the Engagement Owner may communicate the key elements of the report and action plan to the Engagement Counterparty.

The Company may publicly report on its engagements to give insight into the scope and breadth of the outreach, and to demonstrate how the engagements contributed value to the Group's strategy and operations, all subject to the reporting framework applicable to the Company.

As a condition to entering into the engagement process, the Engagement Owner may request the Engagement Counterparty to commit that such Engagement Counterparty shall not publicly report on the engagement without the prior written consent of the Engagement Owner.

**Bilateral contact with shareholders**

The Company acknowledges that a dialogue with shareholders, even outside the context of a formal shareholders' meeting, can be useful for both investors and the Company. The Company reserves the right, at its discretion, to accept invitations from shareholders or from parties representing shareholders and to enter into such dialogue.

The Board speaks for the Company. Contacts with shareholders are dealt with by the Engagement Owner.

**Contact with a shareholder**

Prior to taking a decision on whether or not to accept an invitation from a shareholder to conduct a dialogue outside the context of a formal shareholders' meeting, the shareholder shall disclose its current full share position (long and short and through derivatives) at the request of the Engagement Owner. The Engagement Owner may request clarification or further clarification of the shareholders' views, objectives and/or short- or long-term investment intentions and also the terms and conditions on which and from whom the shares were acquired.

The Engagement Owner shall review all incoming shareholder communications addressed to the Board (except for mass mailings, product complaints or inquiries, job inquiries, business solicitations and patently offensive or otherwise inappropriate material) and, if appropriate, route such communications to the appropriate member(s) of the Board or, if none is specified, to the Chairperson of the Board.
The Engagement Owner, may decide in the exercise of their judgment whether a response to any such shareholder communication is necessary and shall provide a report to the Nominating and Corporate Governance Committee on a quarterly basis of any shareholder communications received for which the Engagement Owner or Legal Department has responded.

**How to contact the Company**

In cases where Stakeholders wish to communicate directly with our Board or our individual directors, messages can be sent as follows:

Chairperson of the Board  
or [Board of Directors]  
or [Individual Director]  
c/o Chief Legal Officer  
Elastic N.V.  
Keizersgracht 281  
1016 ED Amsterdam  
The Netherlands

Each communication must be in writing and drawn up in the English language and set forth the name, address, telephone number and, if applicable, email address of the Stakeholder (for shareholders, where relevant as it appears on the Company’s books).

In addition, each communication by a shareholder must set forth the following information: (i) if the Company’s ordinary shares are held by a nominee, the name, address, telephone number and email address of the beneficial owner of the Company’s ordinary shares, and (ii) the number of the Company’s ordinary shares that are owned of record by the record holder and beneficially by the beneficial owner.

**Administration policy**

The Stakeholder Engagement Policy as included in this document has been established pursuant to best practice provisions 1.1.5 (Dialogue with stakeholders) and 4.2.2 (Contacts and dialogue with shareholders) of the Dutch Corporate Governance Code.

This Stakeholder Engagement Policy is administered by the Nominating and Corporate Governance Committee. This policy does not apply to (a) communications to non-management directors from officers or directors of the Company who are shareholders, or (b) shareholder proposals submitted pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended.
Non-compliance, no third party rights, amendment

The Board reserves the right to deviate from this policy.

Nothing expressed or referred to in this Stakeholder Engagement Policy will be construed to give any person any legal right or claim under or with respect to this Stakeholder Engagement Policy. The Board determines on a case-by-case basis who the relevant Stakeholders are.

This policy may be withdrawn or amendment by the Board without prior notice. Amendments to this policy shall be published on, and can be downloaded from, the Company’s website.

Please note: Requests for investor relations materials should be made to Investor Relations at Elastic N.V., Keizersgracht 281, 1016 ED Amsterdam, the Netherlands or by emailing ir@elastic.co.
ANNEX – DEFINITIONS

Board: the Company's Board of Directors

Company: Elastic N.V.

Engagement Owner: the Board or such other representative designated by or on behalf of the Board that is conducting or initiating the engagement process on behalf of the Company, another Group Company or the Group as a whole, provided that, unless the Board resolves otherwise, the Chief Financial Officer, Chief Executive Officer, or the Chief Legal Officer shall act as the Engagement Owner for the purposes of the paragraph 'Contact with a shareholder'

Engagement Counterparty: the counterparty of the Engagement Owner in the engagement

Group: the Company and the Group Companies

Group Company: a Company's group company as referred to in article 2:24b of the Dutch Civil Code

Stakeholders: those groups and individuals that, directly or indirectly, influence – or are or can be influenced by – the attainment of the Group's objectives

Stakeholder Engagement Policy: this stakeholder engagement policy