

SOCIAL PLAN AMPLEON

01-01-2020 – 30-06-2021

**for employees of
Ampleon Netherlands B.V.**

Term: till 30 June 2021

Date: January 2020

This Social Plan is an English translation of the Dutch Social Plan. In the event of a discrepancy or inconsistency between the Dutch and the English text of the Social Plan or a dispute concerning the interpretation or application thereof, the Dutch text will prevail.

TABLE OF CONTENTS

- 1 Definitions
- 2 Introduction and principles
- 3 Scope and term of agreement
- 4 Major/unforeseen circumstances
5. Notice and redundancy
- 6 Safety net period
- 7 Suitable position/internal redeployment
- 8 Termination of employment contract
- 9 Severance pay
- 10 Voluntary redundancy
- 11 Education, training and outplacement
- 12 Other provisions and conditions
- 13 Monitoring committee
- 14 Provision of information
- 15 Hardship clause
- 16 Study agreement

This Social Plan is agreed between:

1. **Ampleon Netherlands B.V.**,

located in Nijmegen, hereinafter referred to as “Ampleon” or “employer”

and

2. FNV Metaal, located in Utrecht;
3. CNV Vakmensen, located in Utrecht;
4. De Unie, located in Culemborg;
5. VHP2, located in Eindhoven;

hereinafter referred to as “the unions”

ARTICLE 1 DEFINITIONS

In this Social Plan, the following definitions apply:

- a. **Employer**
Ampleon Netherlands B.V. located in Nijmegen, hereinafter referred to as “Ampleon”.
- b. **Employee**
A person who performs work for employer under an employment contract as specified in Article 7:610 of the Dutch Civil Code (BW) for an indefinite period, and within the scope of the Ampleon Collective Labor Agreement (CAO).
- c. **Unions**
FNV Metaal, CNV Vakmensen, De Unie and the VHP2.
- d. **Monitoring committee**
The committee described in Article 13 of this Social Plan.
- e. **Notice**
The communication to the individual employee both verbally and in writing that his/her job will cease to exist at a certain date, and that he/she shall therefore at that moment become redundant.
- f. **Redundancy date**
The date upon which the work of the employee in question shall cease, and from which date he/she is exempt from the obligation to perform this work.
- g. **Length of service**
The period of uninterrupted employment during which the employee has performed work in the service of employer and its legal predecessors.
The reference date for determination of the length of service is the last calendar day of employment, which itself is also counted.
The period immediately prior to the employment contract with Ampleon and/or its predecessors during which employee worked in a temporary or seconded position with Ampleon, shall also be counted for the calculation of the length of service/period of employment.
Years worked abroad with a company belonging to the Ampleon or its legal predecessors shall also count, provided employee entered the employment of Ampleon in the Netherlands immediately after the employment period abroad.
- h. **Notice period**
The period applicable to both Ampleon and employee, beginning on the first day of the month following the month in which either employer or employee give notice of termination of the employment contract. The notice period applicable to employer and employee is stated in art. 3.2 of the Ampleon CLA.
- i. **Salary**
The gross wages per month applicable on the last day of employment, including personal budget as stated in Article 5.2.4 of the CAO, shift allowance, and fixed special hours allowance. For fully or partially disabled employees, this gross monthly salary is determined in accordance with Appendix A of the CAO.
- j. **Director**
The Director, as defined in art. 1, first paragraph, sub-paragraph e of the Works Councils Act;
- k. **Expense allowances**
Representation allowance, travel allowance, including RAV105 and shift work, car cost allowance grade 90 and compensation allowance.

I. Dismissal Regulation

Where reference is made in this Social Plan to the Dismissal Regulation, this is understood to mean the current rules laid down by the Minister of Social Affairs and Employment regarding dismissal and transition compensation.

m. Transition compensation

Where reference is made in this Social Plan to transition compensation 2019 including transitional ruling for 50+ employees, this is understood to mean the statutory compensation as stated under articles 7:673 and 673a of the Dutch Civil Code ('Burgerlijk Wetboek') till 31 December 2019 (to prevent confusion: the leading legislation till 31 December 2019 is the leading legislation now, not the new legislation called WAB), excluding the capping as stated in the last sentence of paragraph 673 sub 2. The capping that has been agreed on in this social plan is €200.000,- (see 9.3).

n. Temporary employee:

A person performing work duties for the employer for a fixed term on the basis of an employment agreement as stated in article 7:610 of the Dutch Civil Code, within the scope of the Ampleon CAO, who has worked for the employer for at least two years at the moment notice is given and is entitled to an outplacement program and training budget on the basis of article 12.4.

ARTICLE 2 PRINCIPLES OF THIS SOCIAL PLAN

- Ampleon aims to avoid involuntary redundancies wherever possible
- Employees whose job will become redundant shall have priority when applying for vacancies within Ampleon. Ampleon shall assess the suitability of the candidate for the vacant position. In the event of equally suitable applicants, the final choice shall follow the order of the dismissal regulation.
- To achieve the objective of “from work to work”, employees are also expected to show flexibility and readiness to change in the event of change or cessation of their job;
- Employees who are declared redundant are expected to actively seek other suitable work;
- Redundant employees will be offered professional counseling and mediation (job search process) provided by an external Outplacement Bureau.
- If and insofar as no suitable work within the Ampleon organization is available, the basic principle applies that the redundant employee shall be offered a severance payment under this Social Plan.

ARTICLE 3 SCOPE AND TERM OF THE AGREEMENT

3.1 Scope

This Social Plan is applicable to every employee as referred to in article 1, sub b, who is notified in writing during the term of this Social Plan that his/her job has or shall cease to exist. This Social Plan shall not apply if another Social Plan has already been declared applicable.

3.2 Term of the agreement

This Social Plan shall legally end on June 30, 2021, without any obligation to give notice. Individual rights arising from this plan shall remain in force after the term of the agreement has expired.

ARTICLE 4 MAJOR/UNFORESEEN CIRCUMSTANCES AND PROVISION OF INFORMATION

4.1 Major or unforeseen circumstances

Any government measures not known at the signing of this Social Plan and which have consequences for the employees to whom this Social Plan applies, shall give cause for additional consultation between the parties, as soon as possible after one or more of the parties has expressed such need to the other parties.

Basic principle during the consultation shall be equal contribution to absorbing these consequences.

4.2 Provision of information to the unions

Ampleon shall regularly inform the trade unions in writing on the progress of the reorganization. The trade unions shall treat this information as strictly confidential.

ARTICLE 5 NOTICE AND REDUNDANCY

5.1 Selection criteria

The selection criteria specified in the Dismissal Regulation (Ontslagregeling) shall be applied in determining which employees are to lose their jobs.

5.2 Notice and redundancy procedure

- The employee is redundant from the date on which his/her job ceases, and he/she is deemed exempt from the obligation to work.
- The employee who is to be declared redundant shall be notified of this verbally. At that time, he/she shall also be notified of the date and, where relevant, the time at which the redundancy takes effect.
- The redundancy referred to in the first paragraph shall be confirmed in writing within one week after the verbal notice of redundancy.

ARTICLE 6 SAFETY NET PROCEDURE

- 6.1 The safety net period commences on the first day on which the employee is redundant and has a duration of six months.
- 6.2 During the safety net period, employee is fully exempt from the obligation to perform work.
- 6.3 During the safety net period, employee shall reasonably and fairly endeavor to find another job within or outside the organization of employer.
- 6.4 During the safety net period, employer shall reasonably and fairly support employee in his/her search for another job.
- 6.5 During the safety net period, employee remains entitled to his/her full salary, including emoluments, but excluding expense reimbursements, except in the event that employee actually incurs such costs in the performance of his/her job.
- 6.6 On termination of employment, all vacation days accumulated during the safety net period shall be deemed to have been taken. Upon termination of employment these days shall therefore not be paid out.
- 6.7 Vacation days not taken on the date of redundancy will be paid out upon termination of employment.

ARTICLE 7 SUITABLE EMPLOYMENT / INTERNAL RELOCATION

- 7.1 The employee who has received notice of redundancy in the manner specified in Article 5 of this Social Plan will, if possible, be offered alternative suitable employment. Ampleon shall make every reasonable and fair effort to avoid involuntary unemployment of employees whose job has ceased to exist.
- 7.2 Suitable employment is considered to be a position within Ampleon which in terms of salary, composition and nature of the work, as well as the required level of training and experience, is in line with the employee's qualifications. If the employee is capable of fulfilling the offered position independently after an (initial job) training period of 6 months or less, then in principle, the position is considered suitable.
- 7.3 For the second paragraph to apply, a position is considered suitable if there is a maximum difference of two grades (in the case of grades 10 through 14) or one grade (in the case of grades 15 through 19), in comparison with the classification level of the position held by the employee when the notice of redundancy was given. Jobs that are performed on a different (shift) roster can also be suitable positions for employees who have been declared redundant in a job performed on a shift or roster other than that of the job offered. Jobs at other locations may in some cases also be suitable positions, except if the commuting time by public transport exceeds the commuting time standard set by the employment authority (*UWV Werkbedrijf*).
- 7.4 A suitable position can solely refer to a job for which a vacancy exists at the moment this position is offered to the employee.
- 7.5 The relocated employee will be classified in the grade belonging to the new position, according to the rules of the Ampleon CLA. In the event of relocation to a suitable position at a lower job grade, the employee shall retain his/her existing salary. Ampleon shall endeavor to restore the employee within one year to the job grade at which the employee worked at the time redundancy was notified.
- 7.6 Employee must accept, in writing, an offer to relocate to a suitable position within two weeks after receipt of written confirmation of the offer. At the discretion of Ampleon, and based on compelling reasons, this period of two weeks may be extended by one week.
- 7.7 In the event that employee does not, or not in time, accept, or file an objection against, an offer of suitable alternative employment, or after the Director has deemed such an objection

- unfounded (after obtaining advice from the Monitoring Committee), the rights of employee under this Social Plan shall lapse.
- 7.8 Should Ampleon invoke the 7th paragraph of this article against employee, employee may submit his/her objection to the Monitoring Committee, as described in Article 14 of this Social Plan. The Director shall make a decision based on the advice of the Monitoring Committee within 5 working days.
- 7.9 The employee who believes that employer has wrongfully failed to offer him/her a suitable position may request advice from the Monitoring Committee, as described in Article 14 of this Social Plan.

ARTICLE 8 TERMINATION OF EMPLOYMENT CONTRACT

- 8.1.1 Ampleon aims to achieve termination of the employment contract of redundant employees on the basis of mutual consent. Ampleon shall therefore, as soon as possible after serving written notice of redundancy, submit a severance agreement to employee for signature.
- 8.1.2 If the employee signs the severance agreement within 14 days after it has been submitted, the employee shall receive an additional gross allowance of EUR1000, which shall be paid with the final settlement. The employee can, if he/she so wishes, use part of this amount (max. EUR 250 ex VAT) as payment for legal expenses, provided the invoice is addressed directly to Ampleon, and the legal assistance has not been provided/paid for by a legal expenses insurance or trade union.
- 8.1.3 This severance agreement includes the statutory reflection period of 14 days (article 7:670b Civil Code). This reflection period gives the employee the right to dissolve the signed agreement within 14 days after signing by means of a written statement addressed to the employer. If the employee dissolves the written severance agreement, any entitlement to the additional gross allowance of EUR1000 as mentioned under article 8.1.2 shall lapse.
- 8.2 The severance agreement shall include the severance pay as referred to in article 9.
- 8.3 The redundancy date in the severance agreement shall be the first calendar day after the end of the safety net period of six months.
- 8.4 **Resignation incentive**
The redundant employee who, following the redundancy date, voluntarily resigns or signs a severance agreement to terminate the employment contract prior to the termination date envisaged in paragraph 3 of this Article shall, in addition to the severance pay specified in the next article of this Social Plan, receive an incentive for each full month between the actual employment contract termination date and the envisaged termination date. This incentive shall amount to 50% of the income over these months, up to a maximum of 50% of 6 months, where the income is defined as the gross monthly salary in effect on the last day of employment, including personal budget as referred to in Article 5.2.4 of the CAO, shift allowance and fixed special hours allowance.

The total length of service and the amount of income shall be based on the intended termination date.

The employee who makes use of this arrangement shall have no further claim under the other provisions of this Social Plan. The employment contract shall in no case be terminated any earlier than the date of redundancy.

ARTICLE 9 SEVERANCE PAY

- 9.1 If a redundant employee cannot be internally transferred to a suitable position and the employment contract must for that reason be terminated on or after the date of redundancy, employee shall receive a one-time severance payment
- 9.2 The severance pay as mentioned under article 9.1 consists of two parts that are calculated in different ways:
- 9.2.1 Over the period from July 1, 2015 to the last day of employment part 2 of the severance pay is based on the transition compensation applicable as of July 1, 2015, described in the following articles of book 7 of the Civil Code:
- 9.2.1.a Article 7:673 par.2 Civil Code:*
- For the first 120 months of the employment contract the transition compensation is equal to one-sixth of the monthly salary for each six-month period that the employment contract was in force. After that the compensation is one-fourth of the monthly salary for each subsequent six-month period.
- 9.2.1.b Article 7:673a par.1 Civil Code*
- If on the last day of employment the employee is aged 50 or over, and has been in employment for at least 120 months, the transition compensation for each six-month period that the employee was in the employer's service after his/her 50th birthday shall, notwithstanding article 673, paragraph 2, first sentence, be equal to one half of the monthly salary, as intended in article 673, paragraph 2.
- 9.2.2 To determine if the length of service has been at least 120 months (article 9.2.1.a and 9.2.1.a) the entire period between start of employment and last day of employment shall be considered.
- 9.2.3 The monthly salary (as mentioned in paragraph 9.2.1 shall mean the gross monthly salary in effect on the last day of employment, including the personal budget as mentioned in article 5.2.4 of the CAO, shift allowance, fixed special hours allowance, and – if applicable – the CAO (on target) bonus percentage as mentioned under article 5.3 par. 3 of the CAO.
For fully or partially disabled employees the gross monthly salary is determined according to annex A of the CAO.
- 9.2.4 The determined severance pay is multiplied based on the length of service, with the following factor:
- Max 5 years of service: 1.4;
 - 5-10 years of service: 1.6;
 - 10-15 years of service: 1.85;
 - 15-20 years of service: 2.1;
 - More than 20 years of service: 2.15.
- 9.3 Minimum and maximum payment:**
- 9.3.1 The total severance pay shall never amount to less than one monthly salary.
- 9.3.2 The total severance pay shall never amount to more than the loss of income for the employee, calculated over the period between dismissal of the employee and the statutory retirement age, where the loss of income is defined as follows: the sum of gross monthly salaries (as defined in Article 1i) from the termination date up to the date at which employee reaches the statutory retirement age, minus the sum of the monthly unemployment benefit payments to which the employee would be entitled based on his/her employment status if he/she were to become (and remain) unemployed after termination of the employment contract. If the employee has opted for an individual date of retirement - in writing - that comes before the date of the statutory retirement, the loss of income will, notwithstanding what is stated in the previous sentence, be calculated over the period up to the day the employee has reached the chosen retirement date.
- 9.3.3 In all cases the severance pay shall be maximized to EUR 200.000

9.4 Anti-cumulation

Where applicable, benefits and/or (costs of) provisions connected with termination of the employment contract, which the employer is obliged to pay under the Work and Security Act ('Wet Werk en Zekerheid') shall be understood to be included in the severance pay and/or other provisions, or the costs thereof deducted from the severance pay and other provisions.

- 9.5 Employee shall not be eligible for severance pay and other benefits under this Social Plan if:
- employee has declined the offer of a suitable position as defined in article 7;
 - employee has voluntarily terminated the employment contract at a date prior to the date of redundancy.

ARTICLE 10 VOLUNTARY REDUNDANCY SCHEME / SUBSTITUTES ARRANGEMENT

- 10.1 The employee who is not declared redundant and who belongs to a group of mutually interchangeable positions and age category in which other employees have been declared redundant, may invoke the voluntary redundancy scheme (substitutes arrangement) as described in this article.
- 10.2 The employee wishing to make use of this scheme must submit an application to employer. Employer shall decide positively on this request, unless compelling reasons dictate otherwise. However, any such application shall be honored solely in the event that the departure of this employee results in a fellow employee of the same age category who is involuntarily redundant retaining his/her job. An additional condition is that the involuntarily redundant employee agrees to continuation of his/her employment contract with employer.
- 10.3 A severance agreement shall be signed with the employee whose application as referred to in the second paragraph is honored, on the basis of which the employment contract is terminated. The employee whose employment contract is terminated in this way shall receive a severance payment in accordance with Article 9 of this Social Plan of at least 65% and at the most 75%, if and insofar as the severance pay of the voluntary redundant employee is not higher than the (full) severance pay of the employee originally given notice.
- 10.4 Application of the voluntary redundancy scheme is solely possible when such cases are not in conflict with the law and/or the Dismissal Regulation and/or therefrom derived Policy Regulations of the employment authority (UWV WERKbedrijf) and/or other applicable laws and regulations.
- 10.5 The employee whose application under the provisions of this article is honored shall have no further rights under the other provisions of this Social Plan.

ARTICLE 11 EDUCATION AND TRAINING

- 11.1 Ampleon offers employees falling under the Social Plan the opportunity to increase their employability by supporting their development both financially and with time.
- 11.2 In close consultation with HR and management, an individual and constructive training plan (format) shall be drawn up.

- 11.3 Employees can also use outplacement support and choose the outplacement company themselves.
- 11.4 The financial contribution from Ampleon is budgeted at maximum EUR 5.000 per person. Temporary employees who have been in the employment of Ampleon for at least 2 years at the moment notice is given on the basis of a fixed term employment contract with Ampleon and whose employment is prematurely terminated or not extended due to cessation of the job are entitled to a combined outplacement and training budget of EUR 1.500.
- 11.5 Should the execution of the training plan fully or partly need to take place during working hours, a maximum of 10% of the working hours may be so spent in the form of paid absence from work. The remaining time must be taken from vacation days/ extra leave days bought or unpaid leave. This should always take place in consultation with the supervisor.
- 11.6 The employee is entitled to the budget mentioned in 11.4 for a maximum period of 6 months after the date of dismissal.

ARTICLE 12 OTHER PROVISIONS AND CONDITIONS

a. Date of severance payment

In principle, Ampleon will pay the severance payment within one month after termination of the employment contract, after deduction of any required income tax and social contributions.

Manner of payment

Employee is free to choose the manner in which the severance payment is made, provided this is not in conflict with any laws and /or regulations, and the cost to employer does not exceed the total gross severance payment, as intended in this article.

b. Illness

Rights under this Social Plan will be recognized solely if the termination is the result of reorganization, and not if the cause is related to a question of performance and/or illness, regardless of whether the employee is notified of redundancy at an earlier stage.

c. Obligations arising from non-competition, confidentiality and intellectual property clauses

Employer exempts the employee who is subject to a non-competition clause from his/her obligations under this clause to the maximum extent possible. Obligations arising from confidentiality and/or Intellectual Property agreements or clauses in other agreements between Ampleon and employee remain in force without prejudice following termination of employment.

e. Final statement

Upon termination of the employment contract, a final statement will be prepared, taking into account the applicable provisions of the CAO.

f. Company property

Employee is required to return all Ampleon property in his/her care or possession, including company car, laptop, mobile phone and company-confidential files and data, no later than the date of redundancy.

g. Bonus

Over the period from January 1 to date of redundancy Ampleon shall pay the employee the on target bonus pro rata. The bonus will be paid with the final settlement.

ARTICLE 13 MONITORING COMMITTEE

- 13.1 Ampleon shall set up a Monitoring Committee.
- 13.2 The Monitoring Committee consists of four members, two of whom represent Ampleon, and two representing the employees.
- 13.3 The Ampleon representatives shall be appointed by Ampleon. One of the Ampleon representatives shall be an HRM employee. The employee representatives shall be designated by the unions. Ampleon and the unions shall ensure the objectivity of the members of the Monitoring Committee. Decision-making within the Monitoring Committee is only possible in the presence of at least four members of the committee, in equal representation of Ampleon and employees. Decisions shall always be taken by majority vote.
- 13.4 The Monitoring Committee shall advise Ampleon, at the request of Ampleon, or otherwise, on:
 - a. the application of this Social Plan in individual cases;
 - b. the application of the hardship clause, described in article 15
- 13.5 The above advisory work of the Monitoring Committee shall have no bearing on union advocacy of the interests of individual employees.
- 13.6 Ampleon shall make available to the Monitoring Committee all facilities it may require to properly perform its duties.
- 13.7 Recommendations of the Monitoring Committee have a compelling character. In its decision-making, Ampleon may deviate from the recommendations of the Monitoring Committee solely with good reason.
- 13.8 Ampleon shall report monthly to the Monitoring Committee on the progress of the reorganization process.
- 13.9 The Monitoring Committee is obliged to treat as confidential any information to which it becomes party, except when such information is common knowledge.
- 13.10 Personal information shall be provided to the Monitoring Committee solely with the prior agreement of employee. This applies equally in respect to personal information provided to Ampleon by the Monitoring Committee.
- 13.11 The Monitoring Committee members designated by the unions, as described in the second paragraph, shall enjoy protection in accordance with the provisions of art. 21, paragraphs 1 through 3 of the Works Councils Act.

ARTICLE 14 PROVISION OF INFORMATION

- 14.1 The employee who invokes this Social Plan is obliged to fully and truthfully provide to Ampleon all information and data necessary for the application of this Social Plan.

- 14.2 The deliberate provision of false and/or incomplete information or any deliberate abuse of the arrangements provided shall result in exclusion from the Social Plan.

ARTICLE 15 HARDSHIP CLAUSE

In the judgment of employer, should the application of this Social Plan lead to an unacceptable situation for an individual employee and/or fail to offer a solution, then Ampleon shall decide after consultation with the Monitoring Committee on how such a situation must be resolved.

ARTICLE 16 STUDY AGREEMENT WITH REGARD TO SELECTION CRITERIA ARTICLE 5

- 16.1 With effect from July 1, 2015 the Work and Security Act allows a 10% deviation from the proportionality principle for employees who perform above average. Ampleon has expressed the wish to make use of this possibility and would like to make agreements on this point in the Social Plan.
- 16.2 Parties agree on the following: during the term of this Social Plan parties will conduct a study into whether, and if so, how concrete agreements can be made with regard to deviation from the proportionality principle, whereby – within the framework of the applicable rules and regulations – the criterion “above-average performance” will have to be defined. It has been agreed that the Works Council will also be involved in this study agreement.
- 16.3 If concrete agreements can be made during the term of this Social Plan, this could lead to an interim amendment of this Social Plan through an addendum.

Agreed and signed in Nijmegen in December 2019

Ampleon Netherlands B.V.

FNV

CNV Vakmensen

De Unie

VHP2