

EWC – Agreement 2022 - 2026

Agreement between:

Heineken N.V. and the HEINEKEN European Works Council (EWC) represented by the Select Committee.

Preamble:

- a. This Agreement replaces the Agreement between Heineken N.V and the EWC, represented by the Select Committee, on 17 May 2018, within the scope of the applicable Dutch European Works Councils Act (Wet op de Europese Ondernemingsraden van 23 januari 1997).
- b. This Agreement must be viewed in the wider context of attempts to achieve social cohesion within the European Union and the legislation enacted pursuant to this, which directly affect the Companies and their employees.
- c. The aim of this Agreement is to inform Employees in the European Group about the policy of Heineken N.V. in a broad sense, and to inform and/or consult them on the policy to be pursued and Transnational Matters, as referred to in Article 7 of this Agreement.
- d. This Agreement sets out the structure and procedures related to information and consultation, and the form they are to take within the European Group. It describes the structure and operations of the HEINEKEN European Forum and the HEINEKEN European Works Council. It reflects the parties' desire to give substance to employee participation at the European level, through open discussions about important information and policy decisions, which directly and indirectly affect Employees from the Companies covered by this Agreement.
- e. Differences exist between information to and consultation of employees in accordance with the provisions of European legislation and the applicable Dutch European Works Councils (Wet op de Europese Ondernemingsraden van 23 januari 1997) and national employee participation regulations and practices.
- f. Information and Consultation in the EWC come additional to employee participation rights in the countries. This means that consultations and negotiations on actual results and consequences at local level will take place at the level of the local Companies. In the planning of a specific Information and Consultation process, the consistency and timing of the Information and Consultation at European and at national levels will be, as far as possible, planned.

The parties agree as follows:

Article 1: Definitions

1. **Company:** any organised association of individuals within the society that acts as an independent unit, within which work is performed pursuant to a contract of employment and in which Heineken N.V. has a majority control as referred to in Article 2 of the European Works Councils Act and which belongs to the European Group.
2. **European Group:** Heineken N.V. and all Companies in Europe, covered by Article 2. 1 of this Agreement.
3. **Executive Board:** The Executive Board of Heineken N.V. and/or its mandated representatives.
4. **Employees:** (i) as regards persons working in the Netherlands: those who work for any Company pursuant to a contract of employment ('arbeidsovereenkomst'); (ii) as regards persons working outside the Netherlands: those who work for any Company in an employment relationship, defined by essential criteria as carry out the work, the payment of a remuneration for said work and a subordination relationship, as further determined under the respective national law.
5. **Information:** The transmission of data on transnational matters by the Executive Board or any other appropriate level of management to the EWC in order to enable the EWC members to acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such fashion and with such content as are appropriate to enable employees' representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultations with the Executive Board or any more appropriate level of management within the European Group.
6. **Consultation:** The establishment of dialogue and exchange of views between the EWC and the Executive Board or any more appropriate level of management, at such time, in such fashion and with such content as enables the EWC to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of the management, and within a reasonable time, which may be taken into account in the decision making process.

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1. Transnational matters: issues that are important to the European Group as a whole or to at least two Companies in two different countries covered by this Agreement.
 2. EWC: the HEINEKEN European Works Council referred to in Article 4 of this Agreement.
 3. HEINEKEN European Forum: the HEINEKEN European Forum referred to in Article 3 of this Agreement.
 4. Select Committee: the body of the EWC, referred to in Article 5 of this Agreement.
 5. EFFAT: European Federation of Food, Agriculture and Tourism Trade Unions, established in Brussels, Belgium.
 6. Agreement: The present agreement.

Article 2: Scope

1. This Agreement shall apply to the Companies in countries that are members of the European Economic Area, including the countries of the European Union, the UK and Switzerland. Furthermore, it shall apply to Companies in countries that have applied for membership of the European Union and that have been accepted as such.
2. By mutual arrangement between the Executive Board and the EWC the scope may be extended, taking into account the possibility of actual integration of the Company concerned from the European country in question into the European employee participation structure and culture existing at Heineken N.V.
3. The countries that are represented in the EWC on the date on which this Agreement is signed are: Austria, Belgium, Bulgaria, Croatia, Czech Republic, France, Germany, Greece, Hungary, Ireland, Italy, The Netherlands, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Switzerland and United Kingdom.

Article 3: Heineken European Forum

1. The HEINEKEN European Forum is the joint deliberation between the Executive Board and the EWC.
2. The HEINEKEN European Forum shall meet twice a year in combination with the EWC meetings.
3. The Executive Board shall be represented in the HEINEKEN European Forum by the Chief People Officer who will also act as chair. At HEINEKEN European Forum meetings held in Amsterdam a member of the Executive Board shall attend (a part of) the meeting. Other management representatives will be invited to the HEINEKEN European Forum by the Chief People Officer in consultation with the Select Committee.

Article 4: The HEINEKEN European Works Council (EWC)

1. The EWC shall consist of representatives of the employees on a per country basis in accordance with the provisions of Article 4.7.
2. The distribution of seats shall be determined as follows:
 3. One (1) representative per country with less than 2000 employees.
 4. Two (2) representatives per country with 2000 or more but less than 4000 employees.
 5. Three (3) representatives per country with 4000 or more employees.
6. Considering the specific and unique characteristics of HEINEKEN's operations in Poland, HGSS in Poland is entitled to have one representative in the European Works Council in case it employs less than 2000 employees and two representatives in case it employs 2000 or more employees.
7. The number of employees per country is established on the average head count in the last year of the period based on the definition in Article 1.4.

As per 1 January 2022, the division of seats is as follows:

Countries	Division of seats per 2022
The Netherlands	3
Austria	2
France	2
Italy	2
Poland	2
Spain	2
United Kingdom	2
HGSS, Krakow Poland	1
Belgium	1
Bulgaria	1
Croatia	1
Czech Republic	1
Germany	1
Greece	1
Hungary	1
Ireland	1
Portugal	1
Romania	1
Serbia	1
Slovakia	1
Slovenia	1
Switzerland	1
TOTAL	30
Quality Seat	1

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4. Subject to Article 4.13, the distribution of seats as referred to in Article 4.3 shall remain valid during the term of this Agreement.
 5. In each country and in HGSS, one substitute member will be elected or appointed. A substitute member shall only attend the meeting of the EWC in case an EWC member from his/her country, or HGSS is unable to attend. The articles 4.7, 4.8, 4.9, 4.12, 4.15, 4.16, 6.6, 10.1, 10.3, 10.5 11 and 12 shall apply to the substitute EWC member.
 6. Apart from the employee representatives as referred to in Article 4.1, the EFFAT has been assigned a quality seat on the EWC which may be filled through majority support of EWC members, determined by vote. If elected, the EFFAT representative oversees international coordination and advice and shall be entitled to attend the meetings of the EWC, the HEINEKEN European Forum and on invitation the Select Committee meeting.
 7. The procedure for elections or appointment of the members of the EWC will be governed by the national European Works Councils Act and/or national Acts on workers Participation. The EWC members will be employees, as stipulated by article 1.4 of this Agreement, from the European Group. If the method to be used for the election or appointment of the members of the EWC in a specific country holds various possibilities, the EWC members shall be elected or appointed by and from the employee participation bodies of the Companies in the relevant countries and will be employees of the European Group. Where a country that is covered by the scope of this Agreement does not have any national legislation governing European works councils but does have an employee participation structure regulated by law, such structure shall serve as the basis for electing or appointing any representative to the European Works Councils. Should a country or Company covered by the scope of this Agreement not have an employee participation structure regulated by law, the Executive Board and the EWC shall agree on the manner in which any relevant representative is to be elected or appointed, and all the Employees of the Company in question shall be involved in the procedure that is to be followed.
 8. If a country has more than one seat in the EWC and has more than one Company, it is recommended that these seats be divided over the different Companies in that country.

9. In order to be able to represent all employees in their country, EWC members can contact the employees' representatives, and if there are no employees' representatives, the employees, from Companies in their country that do not have an EWC member. This may include a visit. Visits will be prepared in consultation with the People Function from the visited Company.
10. The EWC and the Select Committee can be assisted by experts of their own choice in so far as this may be necessary for the performance of their duties. Heineken N.V. undertakes to bear the costs that are reasonably necessary to enable the EWC and the Select Committee to perform their duties. Unless the EWC and HEINEKEN agree otherwise (see Article 20 of the Dutch European Works Councils Act), the undertaking of Heineken N.V. to bear the costs of any experts engaged by the EWC shall be limited to one expert for each item on the agenda.
11. If any issues should arise which fall within the EWC's sphere of action and powers, and if the importance of the issues concerned reasonably requires so, the EWC and/or the Select Committee may set up special committees, subject to the provisions of Article 10 of the Agreement.
12. The term of the EWC is 4 years. Where a member of the EWC is no longer part of the relevant national body that has elected or appointed him/her, his/her seat shall be vacated and the body in question shall elect or appoint a replacement for the remainder of the EWC's term. An employee shall cease to be a member of the EWC by operation of law if he ceases to be an Employee or if he terminates his activities at or for the Company or the European Group or when the Company does not belong to the European Group anymore or finally as a result of change of legislation. Members of the EWC shall be entitled to be re-elected or reappointed after 4 years.
13. Where a Company is acquired in a country that is not yet represented in the EWC, that Company shall elect/appoint one or more EWC member(s), as per art. 4.2 of this Agreement, for the remainder of the current term of the EWC. Art. 4.7 will apply.
14. Where a Company is acquired in a country which is already represented in the EWC, it shall be deemed to be represented by the relevant sitting member or members of the EWC from that country for the remainder of the latter's term. Art. 4.9 will apply.

1. The EWC shall draw up internal regulations for itself. The Executive Board or its representatives shall be afforded the opportunity to state its views before any regulations are adopted. These internal regulations shall not concern issues, which may impose additional commitments on Heineken N.V.
2. At the beginning of their membership, the members of the EWC state the intention to obtain a more profound command of the English language (if they do not already possess this), in order to improve and professionalize the communication during and between the EWC meetings amongst themselves and with management, both in reading, listening, speaking and writing. Unless agreed otherwise per individual member of the EWC, the entitlement to simultaneous translation during the meetings of the EWC remains to exist.

As regards the language study, the following applies:

- The language study shall commence as soon as possible after the member has been elected / appointed into the EWC during the first year of membership.
- The language study will be an officially recognized course in English at a registered language institute in the home country of the EWC member.
- The level to be aimed at within two years is 'Waystage or elementary' (level A2 in the Common European Framework).

With regard to costs and expenses, article 10 of this agreement is applicable.

Article 5: Select Committee

1. The Select Committee of the EWC shall consist of a chairperson, a vice-chair, a secretary and other members, all elected by and from amongst the EWC members. It shall comprise no more than six members. The rules for the elections of the Select Committee and the reserve members will be laid down in the internal regulations of the EWC (art. 4.15 of This Agreement).

2. The tasks and responsibilities of the Select Committee shall be as follows:

- Being the representative of the EWC in processes of information and consultation in matters concerning information and consultation, under this Agreement.
- The preparation and performance of any matters pertaining to the meetings of the EWC and the relevant agendas and minutes.
- Deliberations with the Executive Board or its representatives (art. 3.3) for the preparation and performance of any matters pertaining to the meetings of the HEINEKEN European Forum and the relevant agendas and minutes.
- Ensuring that all agreements are followed up.
- Safeguarding transparent and efficient procedures in the internal regulations of the EWC with regard to amongst others:
 - Information and communication
 - Cooperation between the Select Committee and the EWC, including proper involvement of the EWC in the process of information & consultation
 - Elections and nominations.
- The main point of contact between the Executive Board or its representatives (art. 3.3) and the EWC.

3. The members of the Select Committee are expected to be able to communicate in English at 'intermediate' level (level B1 in the Common European Framework) after their first year of membership of the SC. They should be able to discuss with the management the relevant topics and arguments in English and to read and write short e-mails in English. After one year, the SC and the EB will evaluate the progress made per individual member of the SC and will discuss which next steps can be taken.

With regard to costs and expenses article 10 of this agreement is applicable.

4. The members of the Select Committee can contact the employees' representatives, and if there are no employees' representatives, the employees, from Companies in countries covered by this Agreement. This may include a visit. Visits will be prepared in consultation with the Executive Board or any other appropriate level of management and People Function from the visited Company.

Article 6: Meetings

1. The EWC and the HEINEKEN European Forum shall meet twice a year. The time of these meetings shall be determined by mutual arrangement between the Select Committee and the Executive Board or its representatives (article 3.3). In principle, these meetings shall be held in spring and fall.
2. On each occasion, the meetings shall be held over three days. On the first day the EWC shall commence its preparatory meeting at 9 a.m. The HEINEKEN European Forum shall meet on the second day. On the third day the EWC shall be entitled to continue its post-meeting until no later than 1 p.m. All members shall be given the opportunity to attend the meetings throughout the time permissible for this purpose.
3. Each year one meeting shall be held in the Netherlands in or close to Amsterdam. The second meeting may be held in any of the relevant countries, a different one each time. The centre must have adequate facilities to accommodate the meetings.
4. The Select Committee shall be entitled to meet at least three times a year between the EWC meetings with the Executive Board or its representatives in order to prepare for the EWC meetings, to deliberate about the agenda for the HEINEKEN European Forum and to receive an update from the Executive Board or its representatives (art. 3.3) on relevant developments regarding transnational matters. The Select Committee shall receive further updates from the Executive Board or its representatives on relevant developments regarding transnational matters on an ad hoc basis. Per year, two Regular SC&EB Meetings will be face-to-face. The meetings on an ad hoc basis shall in principle be held virtually. The Select Committee and the Executive Board or its representatives will agree on a meeting schedule for the Regular SC&EB Meetings.
5. The Select Committee shall hold its face-to-face meetings in the Netherlands to prepare the EWC meetings and to deliberate with the Chief People Officer. However, if required owing to special circumstances, it may be decided by mutual arrangement with the Chief People Officer to convene a meeting in a country other than the Netherlands.

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6. With the exception of art. 6.4, last sentence, meetings as agreed in art. 6.1 to 6.5 of the EWC agreement will be face-to-face meetings. Additional meetings may be planned as face-to-face or online meetings, to be agreed upon by the Select Committee and the Executive Board or its representative.

Only in case of force majeure, or after the agreement of the Select Committee, a face-to-face meeting may be replaced by an online meeting. As force majeure is understood: circumstances that are outside the sphere of influence of Heineken, such as travel restrictions by public authorities or natural disasters. A case of force majeure could also lead to a member of the EWC to participate in a face-to-face meeting by electronic means.

Replacing a face-to-face meeting by an online meeting will not be a reason not to provide interpretation. If interpretation is required, online meetings will be held on an appropriate platform. The Select Committee and the Executive Board or its representative will decide upon the duration of an online meeting, with a starting point that the duration will guarantee a proper dialogue.

Article 7: Information and Consultation

1. The EWC shall be informed by the Executive Board or its representatives (art. 3.3) about matters that are important for the European Group or for at least two Companies in two different countries covered by the scope of this Agreement.
2. The Executive Board or its representatives (art. 3.3) shall inform and consult the EWC by means of a timely presented written report on the European strategy of Heineken N.V., including and where disclosure permits, that pertaining to the acquisition or disposal of Companies, the development of operations, and the prospects for the European Group. The information and consultation primarily concerns:
 - The structure of the European Group
 - Its financial and economic position
 - The likely development of its activities, production and sales, the investments
 - Essential changes in the organisation, the introduction of any new working or production methods
 - Mergers, transfers, down-sizing or the closure of any Company or important part thereof
 - The employment situation and any changes to it, and any mass redundancies
 - Relevant aspects of social policy, such as those pertaining to training, safety, health and wellbeing, environmental care and policy in respect of the provision of information to the employees.

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3. The information and consultation of the European Works Council will take place at regular Forum- and Select Committee meetings. For extra-ordinary circumstances or planned decisions that may have considerable consequences for the European Group as a whole or for the employees of at least two Companies in two different countries covered by the scope of this Agreement, extra-ordinary meetings are possible. An extra-ordinary meeting may be held face-to-face or online. The Select Committee and the Executive Board or its representative will decide on the set-up of the extra ordinary meeting.
 4. The information and consultation in the EWC will follow the steps as exhibited in the Information and Consultation Procedure. The Information and Consultation Procedure is added in Annex 1 of this Agreement and forms an integral and binding part of this Agreement
 5. Information shall primarily be provided in English and will where necessary be translated into the mother tongue of the relevant members of the EWC.

Article 8: Major local acquisitions

1. As regards major local acquisitions, that may have considerable implications for the employees in a country covered by this Agreement, the Executive Board or its representatives (art. 3.3) shall, in principle, inform the Select Committee or the EWC - either embargoed or un-embargoed - about the local acquisition at the same time as the local employee participation is informed by the local management.
2. If this is impossible in view of regulations applicable to securities' transactions or for other well-founded reasons, as referred to in Article 11.2, the mentioned supply of information shall take place as soon as possible afterwards, but at the latest simultaneously with the release of information to the press.
3. If so requested, during the regular meeting with the Select Committee and/or the EWC a further clarification concerning the acquisition can be provided and/or questions may be answered about any lack of clarity and possible consequences of the acquisition, e.g. pertaining to the strategy, however subject to the rights of the national consultative bodies and the local employee participation.
4. If the regular meeting as referred to above cannot take place in time, the deliberations between the Select Committee and the Executive Board or its representatives (art. 3.3) may be brought forward at the Select Committee's request.

Article 9: Changes in the structure of Heineken N.V.

1. Where the structure of Heineken N.V. changes significantly, new negotiations will be held on adaptation of the HEINEKEN EWC-Agreement.
2. Representatives of other EWC's will be involved in these negotiations, as far as other Companies, having an EWC in force, are involved with the significant changes in the structure of Heineken N.V.
3. If there is no EWC in force, the employees from the Companies concerned -or their representatives- will be involved. The Executive Board or its representatives shall consult the Select Committee on the question how involvement of the employees or their representatives can be arranged. The objective is to ensure that the involvement of the employees takes place in the most practical and appropriate way, taking into consideration all relevant circumstances at that present moment.
4. During the negotiations, the existing European Works Council(s) shall continue to operate, if needed in an adapted way in consultation between Executive Board or its representatives and Select Committee.

Article 10: Financial and material Resources

1. Heineken N.V. undertakes to bear the costs that are reasonably necessary for the proper operation of the EWC. These costs shall be deemed to include:
 - Continued payment of salaries of elected members while they perform the work required for participation in the EWC
 - Accommodation expenses of those members attending any EWC meeting, including any experts
 - Translation and interpreting costs for all relevant languages both during the EWC and HEINEKEN European Forum meetings, of the information provided by the Executive Board by way of preparation, and the reports of the meetings. In this connection, English will be used as the working language, while local translation resources will be facilitated
 - Training and schooling in connection with the operations of the EWC
 - English lessons will be given in working time
 - External experts (maximum of one expert for every item on the agenda)

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- Effective and efficient communication and information between members of the Select Committee, the EWC members and members of local Works Councils, as much as possible using existing resources and structures (e-mail, telephone, etc). After each EWC Forum meeting, within 4 weeks a newsletter shall be circulated, translated into all the languages used in the EWC. The EWC secretariat is responsible for the realisation of this newsletter. The Chief People Officer will receive a copy of the newsletter.
 - The supply of information to Employees, as much as possible using existing resources and structures.
2. The European Works Council makes use of an Official Secretary who in consultation between the Chief People Officer, HRD Corporate Office and Select Committee has been appointed to that position. The Official Secretary fulfils a key role in the development and support of a professional European Works Council. The Official Secretary liaises between the European Works Council and the Executive Board or its representatives. The role of the Official Secretary is not interchangeable, in order to secure the continuity and meet expectations.
- The Official Secretary advises, mediates and supports all relevant stakeholders to ensure a balanced and appropriate functioning of the European Works Council and further duties as described in the Official Secretary Job Description.
- In the event of the Official Secretary 's absence during a meeting, the European Works Council and the Executive Board or its representatives organise a replacement or appoint a temporarily secretary for the meeting from their number until the Official Secretary is present again.
3. The (Operating) Company undertakes to bear the following costs:
- The English lessons for EWC members
 - The travel costs for attending EWC meetings
 - The (Operating) Company that hosts the Forum Meeting abroad, will bear the hospitality costs, which are amongst others two hosting dinners (one with management on the evening before the Forum meeting and one as part of the social programme after the Forum meeting, such as brewery visit), the social programme, transport, any other tours and photographers.
4. If and as far as any expenditure is incurred that falls outside the categories referred to in the foregoing paragraph, the Select Committee and the Executive Board or its representatives shall deliberate with each other beforehand.
5. All parties to and participants in the activities covered by this Agreement undertake to make every effort to keep expenditure to a minimum. The Select Committee shall make up an annual budget, including arrangements with respect to notifications and reports for the purposes of controlling costs, to be approved by the Executive Board or its representatives (art. 3.3).

Article 11: Confidentiality

1. The members of the EWC, delegate members, the person holding the quality seat, and any experts shall be required to treat as confidential all business and Company secrets that they learn of in their official capacity, as well as any other matters which they are asked not to disclose or whose confidential nature they should appreciate in connection with a request to treat them as confidential. The EWC undertakes to require any expert, including (if applicable) the EFFAT representative, to sign a confidentiality guarantee, the original of which shall be submitted to the Executive Board or its representatives (art. 3.3).
2. The Executive Board or its representatives (art. 3.3) shall not be required to provide any information that may reasonably be construed as having the potential to impede or damage the operations of HEINEKEN and/or the European Group. With regard to the supply of information, the Executive Board or its representatives shall be entitled to insist on a confidentiality guarantee if there are reasonable grounds for requiring this.
3. As far as possible prior to the relevant matter being dealt with, the Executive Board or its representatives (art. 3.3) undertakes to state what grounds exist for requiring a confidentiality guarantee; which written or oral information that has been provided will be covered by this confidentiality guarantee; how long the latter will apply; and whether there are any persons in respect of whom the confidentiality guarantee need not be observed. If initially it was not possible to state for how long the confidentiality guarantee would remain applicable, management will inform the EWC members as soon as possible when the confidentiality guarantee can be lifted.
4. Save where they have given a confidentiality guarantee, the members of the EWC undertake to inform the employee representatives within the European Group, or in the absence of any employee representatives, all the employees of the Company in question of the substance and results of the information that is provided and the consultations that are held during any meeting of the HEINEKEN European Forum.
5. A confidentiality guarantee shall not lapse upon termination of membership of the EWC or the cessation of duties performed by the EWC member in question in or for the Company. In the event of such a guarantee being violated, the Executive Board is permitted to impose sanctions in compliance with national law.

Article 12: Legal workers protection

1. Every member of the EWC shall enjoy the same level of legal workers protection afforded to a representative of an employee participation body as is provided by his/her own national legislation.
2. A member of the EWC from a country that does not offer legal workers protection to representatives of employee participation bodies shall enjoy a level of legal workers protection equal to that afforded to the Dutch members by the laws of the Netherlands.

Article 13: Term of this Agreement

1. This Agreement shall come into effect on 1 January 2022 and shall remain valid until 1 January 2026
2. The EWC and the Executive Board will review the functioning of the Agreement after two years. This review will form the basis of the decision whether to prolong or to re- negotiate the Agreement. If it is decided to re-negotiate, the EWC will undertake to elect a negotiating delegation from amongst their members, which may be assisted and coordinated by EFFAT.
3. The new Agreement will at least hold the substance to employee participation at the European level, through open discussions about important information and policy decisions, which have been performed in the EWC since the date of entering into force of the first Agreement.
4. If the re-negotiation does not result in an agreement within one year, the existing Agreement will be prolonged for one year. Further negotiations will take place during this year. The existing Agreement will continue to be prolonged by one-year periods if no agreement is reached.

Article 14: Resolution of disputes

In the event of a dispute, the parties undertake to appoint a mediation committee. The latter shall consist of one member appointed by the Executive Board, one member appointed by the EWC, and one member to be jointly appointed by the Executive Board and the EWC.

Article 15: Governing law

1. This Agreement shall be governed by and construed in accordance with the law and legal system of the Netherlands.
2. This Agreement has been made in English language. In the event of any dispute pertaining to interpretation, the English text shall prevail.

Article 16: Final provision

In any situation that is not covered by this Agreement, the parties undertake to deliberate with each other in a spirit of a good cooperation and subject to Dutch European Works Councils Act (Wet op de Europese Ondernemingsraden van 23 January 1997)

Drawn up and signed in duplicate on

On behalf of the EWC


C.A. Zuyderduym, EWC Secretary

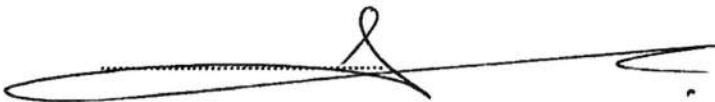
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Alberto Kulberg Taub, Interim chairperson EWC

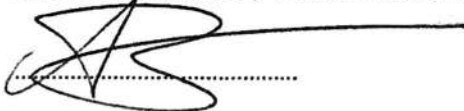


On behalf of Heineken N.V.

D. van den Brink, Chairman Executive Board



H. van den Broek, CFO / Member Executive Board



Annex 1: Heineken EWC Information and Consultation Procedure

Content:

1. Information and Consultation
2. Confidentiality
3. Procedure for Information and Consultation
4. Information in the case of extraordinary circumstances and/or transnational projects

1. Information and Consultation

The Executive Board of HEINEKEN N.V. and the employees' representatives at European level have concluded an agreement on the establishment of a European Works Council (EWC), in order to Inform and or Consult with the employees' representatives on transnational matters that have an impact on HEINEKEN employees (EWC Agreement 2022-2026, referred to as "EWC Agreement").

The European dialogue offers the EWC an opportunity to influence the Executive Board's decision-making process about the relevant transnational subjects mentioned in articles 7.2 and 8.1 of the EWC Agreement and offers the Executive Board an opportunity to create a basis of support for its policy and to ask the EWC for their opinion on relevant developments.

Information and Consultation in the EWC come additional to employee participation rights in the countries. This means that consultations and negotiations on actual results and consequences at local level will take place at the level of the local companies. In the planning of a specific Information and Consultation process, the consistency and timing of the Information and Consultation at European and at national levels will be, as far as possible, planned.

The decision-making process at Heineken NV as an international company is complex, is frequently under severe pressure of time and is sometimes restricted by stock market regulations. As a consequence, there is a continuous tension between the quality of the Information contents and the speed of Information supply and the action/reaction of the EWC.

Nonetheless, the Executive Board's aim is to ensure that Information and Consultation take place in good time, in other words, to enable the EWC in time to get adequately familiar with the subjects or the state of affairs as referred to in articles 7 and 8 of the Agreement, the contents of which should be such that the EWC can form an opinion on the subject concerned and can exchange this with the Executive Board.

Moreover, the Information shall be supplied at such time, and the dialogue shall be initiated in such manner that the EWC, by means of its written opinion, can yet influence the policy development or the decision-making about the subject concerned.

The Executive Board and the EWC operate in a spirit of cooperation, respecting mutual rights and obligations and taking into account the interests of both the Company and the employees.

2. Confidentiality

As a rule, information given to the European Works Council by Heineken management is not confidential and can be shared with the employees' representatives and the employees the EWC represents.

As a rule, information given to the Select Committee by HEINEKEN management is not confidential and can be shared with the members of the EWC. Members of the EWC can share Information with the employees' representatives and employees in their countries.

The Select Committee is in principle the smallest circle with which information can be shared confidentially. Any exception to this principle needs to be agreed with the Select Committee of the EWC.

As an exception, the Executive Board of Heineken or its mandated representatives can require a confidentiality guarantee from the Select Committee or the European Works Council (art. 11 of the EWC Agreement). As far as possible, prior to the provision of the Information, the Executive Board or its mandated representatives will explain:

- The reason for the confidentiality request
- Which oral or written Information that will be provided is confidential
- For how long the confidentiality guarantee will have to be observed. If this is not possible at this moment, management will inform the Select Committee or EWC members as soon as possible when the confidentiality guarantee will be lifted
- Whether there are any persons in respect of whom the confidentiality guarantee need not to be observed

If the information is in writing or in a power point presentation, the level of confidentiality will be indicated on the paper or the presentation.

Levels of confidentiality:

- A. Select Committee
- B. European Works Council
- C. National Employee Representatives
- D. Heineken employees

It is recognised by the EWC and the Executive Board that the EWC cannot issue an opinion when the Select Committee is (still) put under a confidentiality guarantee vis a vis the EWC.

It is also recognised by the EWC and the Executive Board that the EWC cannot issue an opinion when the EWC members, because of a confidentiality guarantee, cannot seek consultation with their national employees' representatives. Under very specific circumstances, it might be acceptable that not the full information can be shared with national employees' representatives or that there are certain time constrictions.

After an Information and Consultation process, the EWC will inform the national employees' representatives, and, in absence thereof, the employees, on the outcomes. If during the process information has been provided under a confidentiality guarantee, the EWC will first consult management if a part of the Information is still confidential, before it informs the national level. It is also possible that the EWC prepares a newsletter for all employees to inform them on the outcome of the information and Consultation process. In that case, the EWC will first consult the Executive Board or its mandated representatives on the content of the newsletter.

3. Procedure for Information and Consultation

In agreement with the EWC and where applicable, the digital platforms will be utilised to improve the efficiency, speed and quality of the Information and Consultation process listed below.

As a starting point, regular meetings of the EWC and SC will, as much as possible, be used in the Information and Consultation process, also when it concerns extra-ordinary circumstances. When no regular meeting is planned in a sufficiently short term, extra meetings are possible. For a quick update of the Select Committee, a conference call can also be used, but only after the consent of the Select Committee.

I. Start of the Information and Consultation process: Information

A. The Executive Board or its mandated representatives have a regular exchange with the Select Committee and the EWC and informs them on the ongoing business and possible projects.

B. The Executive Board plans a project or will have to take a decision that may have an impact on employees and falls under the definition of transnationality (article 1.7 of the Agreement):

The Executive Board or its mandated representatives inform the Select Committee of the EWC as soon as possible, in order to ensure that at the end of the process, the opinion of the European Works Council can be delivered in time to be taken into account by the Executive Board in the decision-making process.

C. If necessary, the Executive Board or its mandated representatives and the Select Committee create clarity on the confidentiality level of the Information provided.

D. The Select Committee will have the opportunity to first have an internal exchange, before it will discuss with management the next steps.

II. Executive Board and Select Committee decide on next steps

E. In the case of extra-ordinary circumstances (art. 8 of the Agreement), the Select Committee considers if an extra-ordinary meeting is necessary (full EWC, Select Committee or Select Committee plus members of countries affected). The SC will submit its consideration to the Executive Board or its mandated representatives. If the matter at stake does not fall under extra ordinary circumstances as per art. 8 of the Agreement, Consultation will follow at the next regular EWC meeting.

If the Select Committee requests an extra ordinary meeting, it shall not be required to prove the probability of “considerable consequences” occurring. A reasonable assumption that circumstances or decisions may result in “considerable consequences” for the employees shall be sufficient for a request to convene a meeting.

F. The Executive Board or its mandated representatives and the Select Committee decide on the planning of the meeting and the next steps. They may decide on the involvement of other management, having decision making power on the matter at stake, to be involved in the Information and Consultation process.

G. The Executive Board or its mandated representatives and the Select Committee agree on a timeline for the following Information and Consultation process. In the timeline also national information and consultation procedures will be taken into consideration.

Step I and II will be taken, as far as possible, in one meeting – with the opportunity for the select Committee to have an internal meeting after step I.

III. The Select Committee involves the EWC

H. The Select Committee informs the European Works Council within three working days after receiving the information, unless the confidentiality guarantee requires otherwise. The message of the Select Committee will contain the information provided by management, if necessary, requirements for confidentiality, the timeline for Information and Consultation and next steps. The Select Committee can make a proposal to form a special committee (art. 4.7 of the Agreement) or ask specific members of the EWC for their active participation.

I. If a confidentiality guarantee does not require otherwise, the members of the European Works Council will share the information with their national employees' representatives in order to prepare for the consultation in the EWC. Those EWC members of countries where Heineken does not have employee representation at national level, can seek consultation with employees, as far as the confidentiality guarantee does not impede this.

J. In consultation with the Executive Board or its representative, the European Works Council may decide to set up a working group to prepare the opinion of the European Works Council. A working group will consist of members the Select Committee, EWC representatives who are knowledgeable on the matter concerned and/or EWC representatives of the affected countries.

IV. Actions of the Select Committee

K. The Select Committee decides in consultation with the Executive Board or its mandated representatives if involvement of an expert is reasonably necessary, following the terms from art. 8.6 of the Agreement. If required, an expert can still be involved later in the process.

L. The Select Committee prepares for the next (extra-ordinary) meeting with the Executive Board or its mandated representatives by studying the information provided, preparing requests for more information, preparing questions and first discussion points. It will also invite the EWC members to send in their questions by mail (including deadline).

M. At least five working days before the (extra-ordinary) Consultation meeting with the Executive Board or its mandated representatives (and eventually other responsible management), the Select Committee will send an overview with requests for additional information and questions to the Executive Board or its mandated representatives.

V. Meeting between the Select Committee/Select Committee + members of affected countries (SC+)/EWC/working group with the Executive Board (+ other responsible management)

N. In the (extra-ordinary) Consultation meeting between the SC/SC+/EWC/working group and the Executive Board or its mandated representatives (+ other responsible management), the Executive Board or its mandated representatives will give an update on the project. A question-and-answer session will be held and there will be an exchange of views and establishment of a dialogue.

O. In the post-meeting, the SC/SC+/EWC/working group decide if the EWC will issue a written opinion. If the SC/SC+/EWC decide that the EWC will not issue a written opinion, the Select Committee will inform the Executive Board or its mandated representatives on the decision and the Information and Consultation process ends.

P. If the SC/SC+/EWC/working group decide that the EWC will issue a written opinion, it must consider if the information is sufficient to form a written opinion upon. In that case, it seeks consent amongst the members present on the basic outlines of the opinion of the EWC. If the information is not sufficient, the EWC goes back to step K in the process. No additional meeting will be held, however, if the additional information needed can be provided by management without a verbal explanation and no additional exchange of views and dialogue with the Executive Board or its mandated representatives (+ other responsible Management) is needed.

Q. Directly after the post-meeting, the Select Committee will agree on next steps with the Executive Board or its mandated representatives. It will agree with the Executive Board or its mandated representatives on a date when the Executive Board can expect the opinion. Under normal circumstances, this will not exceed two working weeks.

R. If the meeting did not involve the full EWC, the Select Committee will inform the EWC within 3 working days on the outcomes of the meeting, as far as possible taking into account eventual confidentiality guarantees.

VI. The EWC forms its opinion

S. The Select Committee will make a first draft for the opinion, potentially with the help of a special committee, specific EWC members and/or an expert(s) (if reasonably necessary).

T. The Select Committee will send the first draft of the opinion to the EWC. The EWC members will have the opportunity to react (deadline). It is the responsibility of the EWC members to involve the national employees' representatives, taking into account a possible confidentiality guarantee. Those EWC members of countries where Heineken does not have employee representation at national level can seek consultation with employees, as far as the confidentiality guarantee does not impede this.

U. With the input of the EWC members, the Select Committee, potentially with the help of a special committee, specific EWC members and/or an expert/experts (if reasonably necessary) , will make a final draft. This draft will again be sent to the EWC members for their approval. The final approval will be given by the EWC members by e-mail (deadline). The Select Committee sends the final written opinion to the Executive Board.

VII. The Executive Board reacts

V. When the Executive Board or representatives has received the opinion form the EWC, it will take the opinion into account in its decision-making process. The Information and Consultation process has formally come to an end. This means that the Executive Board can take its final decision.

W. Within two working weeks after receiving the opinion from the EWC, the Executive Board will send a motivated written response to the EWC. At the request of the EWC, this response will be explained by the Executive Board in the next regular Forum meeting.

VII. The EWC informs its constituency

X. The EWC will inform the national employees' representatives, or, in absence thereof, the employees, on the outcome of the Information and Consultation process, taking into account possible confidentiality requirements. The EWC can also centrally inform all employees through a newsletter. In this case, the EWC will first consult the Executive Board or its mandated representatives on the content of the newsletter.

4. Information in the case of extraordinary circumstances and/or transnational projects

When there are extra-ordinary circumstances and/or transnational projects that trigger an Information and Consultation process, the information shall be given at such time, in such fashion and with such content as are appropriate to enable employees' representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for Consultation. Information will be given in principle in writing.

It is the intention of HEINEKEN to provide information on the matter at stake according to the “List of Information to be provided”. This list is meant as a guidance. Information will be provided insofar applicable and existent.

List of information to be provided, where relevant, feasible and applicable:

- a. Project overview
 - What is the problem? Introduction to the project
 - What is the proposed solution / the intended decision?
 - Proposed changes compared to the current situation including change in the organisational structure
 - Potentially impacted locations, departments and employees – specified per country
 - Rationale behind the proposed solution / intended decision
 - Advantages for the company and stakeholders (employees, suppliers, customers, consumers, ...)
 - What alternatives have been studied? Why did management choose this alternative?
 - Responsibility/ project team
 - Timescale
 - Responsibility of the EWC in the project

- b. Economical and financial background
 - Business analysis of the current situation
 - Business plan for the project, including:
Financial implications of the plans
 - i. Implementation costs
 - ii. Cost savings (midterm)

c. Impact on the organisation

- Risk assessment – possible risks on corporate and national level
- Plans to mitigate the identified risks
- Contingency plans
- New technical standards and systems
- Required expertise within the company – at corporate and national level
- Required training

d. Impact on employees

- Number of impacted employees (headcount and FTE) per
 - i. Country
 - ii. Location
 - iii. Department
- Plans to keep the impacted employees within the company
- Responsibility of the company for employees that lose their job
- Plans to mitigate the impact on affected employees
- Support to remaining employees in the changed environment

Please note that in case of confidential Information, the confidentiality level (A-D) is clearly indicated.

Annex 2: Agreement on People Principles

Agreement on People Principles, Organization transition & Transnational change processes

Agreement between:

HEINEKEN central management and the HEINEKEN European Works Council.

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1. Context & Introduction

This agreement is a key element of EWC information & consultation (I&C) process where management has requested the opinion of the EWC on transnational matters impacting FTE's and ways of working in two or more European OpCos, hereafter referred to as the People Principles.

The People Principles were initially developed in 2019 as an outcome of the SHARP-X information and consultation process.

In cooperation between Central Management, including the President Europe and the Senior HR Director Europe, and the EWC, the People Principles were adapted to lay down the principles for People & Organization Transition under project Unicorn¹.

In both cases, they represented an agreement between HEINEKEN Central Management and the EWC on how the people and organizational changes brought by SHARP-X and later Unicorn would be addressed.

In 2021, it was agreed that the People Principles could apply more generally to future projects, subject to EWC information and consultation.

The People Principles in this agreement apply to all employees in European OpCos impacted by transnational projects subject to EWC information and consultation, hereafter referred to as 'Transnational Change Processes' They do not relate to performance related terminations of employment, or local OpCo initiatives impacting employment which are not transnational and subject to EWC I&C.

With the Principles, the EWC and management intend to ensure that employees impacted by Transnational Change Processes are treated with fairness and respect. OpCos may decide, based on local requirements and agreements, to go beyond these principles through local commitments. OpCos cannot provide less than these principles.

¹ Unicorn helped OpCos to identify cost-saving opportunities identified by the OpCo Management Team (MT). Plans were built and executed locally, through a local analysis of the ways of working and related costs of operations.

2. Responsibilities

I. OpCo Management Teams are responsible for local communication, information, and consultation in line with local practices and legal requirements.

II. Regional Management will monitor the tracking of the implementation of the People Principles for all OpCos in scope of Transnational Change Processes. Regional Management (President Europe and Senior HR Director Europe) is responsible for gathering updates from local OpCo Management and providing regular and timely updates to the EWC on the progress when relevant and in line with the planning of the execution of the Transnational Change Process. Updates will focus on confirmed decisions and known facts, while respecting and in line with local implementation timelines

III. OpCo Management is ultimately responsible for translating the People Principles into concrete actions, included in the OpCo Transition Plan. Action Plans are to be shared with the local EWC representative and the local employee representative body.

IV. EWC members are invited to raise concerns to the EWC Select Committee and / or to the designated local People contact if there are any issues related to the implementation of the People Principles on OpCo level. If the local People contact is not known or not nominated, EWC members can turn to the OpCo People Director. Both local OpCo Management Teams and EWC members are responsible for an open and proactive local dialogue. EWC members should only escalate to the EWC Select Committee in case no local resolution was found, because of a lack of the proper local process, or the process for finding a resolution failed.

3. The People Principles

3.1. Information & Consultation

I. Relevant local employee representative bodies in all OpCos receive the information needed for a proper dialogue., allowing time for appropriate dialogue before the local execution of the transnational project. The consultation will take place in line with local practices and legal requirements.

II. Local employee representative bodies are responsible for the local consultation process. The exact role of the local employee representative bodies may differ by OpCo and depends on local regulations and agreements.

III. In addition to local practices and legal requirements, local EWC representatives are involved in the local dialogue.

IV. Relevant information is shared with the local employee representative bodies to enable timely and meaningful dialogue, including new proposed organizational design (including proposed new roles, significantly changed roles and responsibilities) in line with the local practices and the local OpCo specific progress of the execution of the Transnational Change Process.

V. OpCo Management Teams will inform the Region of implementation decisions taken on a regular basis, based on which the European Regional Management Team will provide updates on key decisions taken (while respecting and in line with local implementation timelines) or other relevant related topics to the EWC Select Committee.

VI. The EWC Select Committee will fully respect the confidentiality levels A, B, C, D as described in the Information & Consultation Document as part of the EWC Agreement. For commercially sensitive information and/or information not yet shared with local employees, confidentiality level A will be applicable.

VII. All employees in scope of the Transnational Change Process, as well as local representative bodies, receive relevant and timely communication, ensuring that the right messages reach the right audiences at the right time. This also in line with local practices and legal requirements with the key principles of fairness and respect to mitigate uncertainty and ambiguity for employees.

3.2. Roles

- I. All roles in the proposed new structure are clearly defined and documented in line with local legal requirements (e.g. from and to organizational design) and shared with the local representative bodies in line with principle 1.IV.
- II. The selection process for any redundancy and for any appointment is transparent and non-discriminatory, with clear, objective, fair and transparent criteria. Psychological testing can only be included for leadership roles.
- III. If an employee is assigned a new role, he/she will have the opportunity to develop into this new role with the necessary training, support and time to do this.

3.3. Training

- I. Colleagues whose role changes substantially or who get offered and accept a new role in the new proposed structure receive adequate and timely training and support to help them transition smoothly to the new roles and ways of working.
- II. Training of employees is carefully planned to consider the time of the transition from the old to the new structure.
- III. Training may have a form of combined approaches such as classroom (including online), coaching and learning on the job

3.4. Workload

- I. The workload related to the roll-out of the transnational change process is properly monitored. The local employee representative body will be informed and if applicable consulted on this topic.
- II. When an employee is assigned to a new role, sufficient time is provided for on-boarding and handing over to his/her successor.

3.5. Dismissal arrangements

- I. All OpCos make an effort to minimize the number of people that must leave the OpCo because of Transnational Change Processes. Redundancies will not be the first resolution. OpCos are encouraged to consider options such as early retirement and voluntary leave.
- II. Employees who lose their jobs are to be considered for and are informed of jobs available at that time, insofar as this job reasonably matches the skills and experience of the employee.
- III. Each OpCo is responsible for the development and implementation of any local social plans in accordance with the local agreements and practices, and takes decisions locally, including on timelines and communication process.
- IV. In the OpCos where the social plan does not exist or does not apply to the impacted employees, appropriate and meaningful dialogue takes place with the relevant representative bodies in line with normal practices and legal requirements to agree on adequate guarantees for the impacted employees.
- V. Sufficient time is included in the Transnational Change Process to plan and implement all stages of the redundancy process.
- VI. An employee who loses his/her job and subsequently qualifies for a position at another OpCo retains the number of years of service accumulated and will be relocated in accordance with the HEINEKEN policies at the time of relocation.

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Explanation of the words 'if elected' in article 4.6 of the EWC Agreement

Referring to article 4.6 of the EWC Agreement:

6. Apart from the employee representatives as referred to in Article 4.1, the EFFAT has been assigned a quality seat on the EWC which may be filled through majority support of EWC members, determined by vote. If elected, the EFFAT representative oversees international coordination and advice and shall be entitled to attend the meetings of the EWC, the HEINEKEN European Forum and on invitation the Select Committee meeting.

The words 'if elected' means:

If the majority of the EWC members have decided to have the EFFAT seat filled