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AGREEMENT ON INFORMATION AND CONSULTATION
WITHIN BICC CABLES EUROPEAN BUSINESSES

1. INTRODUCTION

- 1.1 BICC Cables management, its employees and their representatives, recognise the importance of good communication, based on the provision of appropriate information about the business. The primary focus for such communication will continue to be at operating unit level. However, with the growing internationalisation of BICC Cables, it is appropriate to create a Forum at European level between the management, its employees and their representatives.
- 1.2 The establishment of a BICC Cables European Consultative Forum (the Forum) will provide a sound dialogue on a transnational basis between management, employees and trade unions with the aim of promoting a joint understanding of the business, its opportunities and problems, its markets, the inter-dependency of its constituent parts and other matters which the parties agree to be of mutual interest.

2. SCOPE

- 2.1 The Forum will cover BICC Cables operations in the European Economic Area in which the Company is the majority shareholder.
- 2.2 Meetings of the Forum will inform and consult principally on the following matters:
- the organisation and performance of BICC Cables (and in particular of its European businesses)
 - market developments
 - major investment, divestment and reorganisation plans
 - employment policy
 - transnational health, safety and environmental issues.
- 2.3 The Forum will not involve itself in matters that are the prerogative of national or local negotiating or consultative processes.

3. MEMBERSHIP

- 3.1 The BICC Cables European Consultative Forum will be chaired by the Managing Director, BICC Cables Limited.
- 3.2 Management will be further represented by Senior Executives appointed by the Company.
- 3.3 Representatives of employees will be drawn from BICC Cables European businesses as follows:-

BICC Cables UK	15
BICC Brand-Rex	2
BICC Cables España	3
BICC Caat Cavi	3
KWO Kabel	2
Cel-Cat	1

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- 3.4 Representatives of the Forum will be nominated in accordance with national, legal and customary arrangements. In the UK, employees and their representatives will ensure that each constituent part of BICC Cables UK is appropriately represented bearing in mind individual trade union membership. Except where legislation provides a lower qualifying period, employee members of the Forum must have at least three years service with BICC Cables. The Company reserves the right to discuss nominations with the appropriate trade unions.
- 3.5 If the numbers of employees in any business or country significantly changes, or if there are major changes in the number of employees represented by Trade Unions, or if there are changes in the pattern of representation, any member of the Forum may propose a change in the basis of representation, which if mutually accepted, will be implemented in time for the succeeding Forum meeting.
- 3.6 The employee representatives may be accompanied by up to six experts who will be full-time trade union officers of unions with formal relationships with BICC Cables. The European Metalworkers Federation will have its interest expressed within this grouping. There will be no more than two experts from any one country.
- 3.7 Employee representatives will normally serve on the Forum for a period of 4 years to provide continuity and depth of understanding.

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4. FREQUENCY AND ADMINISTRATION

- 4.1 The Forum will meet at least once a year, normally within one month of the announcement of BICC Cables' annual results.
- 4.2 The employee side will form a Steering Committee of 6 members drawn from the employee representatives and the experts. The Steering Committee will have a chair and a Secretary. It will prepare the employee side agenda items and will meet once prior to the Forum meeting. Items should be submitted to the Steering Committee 13 weeks prior to the Forum meeting.
- 4.3 The Personnel & Public Relations Director will be responsible for liaising with the Steering Committee to agree dates of meetings, agenda items and the smooth operation of the Forum. A Secretary will be appointed by the Company.
- 4.4 The Forum will usually commence at 9.00 a.m. and aim to conclude at 1.00 p.m. Facilities will be made available for the employee members to hold a pre-meeting which will usually be held during the afternoon prior to the main meeting.
- 4.5 The meeting will be conducted in English with facilities being made available for translation into the languages represented in the Forum. Such facilities will be made available for the pre-meeting.
- 4.6 All reasonable costs incurred in the operation of the EWC will be met by the Company. No expenditure or commitment to expenditure will be given without pre-agreement from the Company.

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- 4.7 Employee representatives will be given time off from their normal duties with pay to attend the pre-meeting and Forum, together with the necessary travelling time. They will not suffer in any way, such as loss of status or remuneration, as a result of their participation in the Forum.
- 4.8 In order to ensure there is effective communication of the work of the Forum, a joint statement will be issued as soon as possible following the meeting. This will be agreed by the Personnel & Public Relations Director with the Chair and Secretary of the Steering Committee and will usually be drafted during the afternoon immediately following the main meeting. The Company will be responsible for ensuring that the joint statement is communicated to all employees covered by the Forum.
- 4.9 Appropriate training will be given to all representatives of the Forum.

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5. CONFIDENTIALITY

In order to maximise mutual trust and openness and to encourage a free exchange of views, all members of the Forum and any accompanying experts must agree not to divulge any information that is supplied to them on a confidential basis. This obligation will continue after the conclusion of their term of office.

6. STATUS OF THE AGREEMENT

- 6.1 This agreement will continue for 4 years from the effective date. Thereafter, either party may give 6 months' written notice to the other of their intention to withdraw from the agreement.
- 6.2 This agreement describes an agreed operating framework which governs the BICC Cables European Consultative Forum and fulfils any obligation which may arise under the EU Directive 94/95 on The Establishment of a European Works Council in Community - Scale Undertakings and Community - Scale Groups of Undertakings for the purposes of Informing and Consulting employees ("the Directive"). It is the intention and belief of the parties that it fully meets all the requirements of the Directive.

This agreement is intended by the parties to be legally binding.

For the purposes of Interpretation of this agreement the parties agree that this agreement is governed by the laws of England and Wales. For this purpose the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

For the purposes of determining whether this agreement complies with the requirements of the Directive, the parties acknowledge that the applicable law is the law of the Member State where the Representative Agent of the company is located.

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12.9.1996

SIESI - PORTUGAL

John Wall MSF

Ken Lowe GMB

Wolfgang Bahr 304

TEG. UK

MSF agree

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