GETRONICS EUROPEAN WORKS COUNCIL AGREEMENT

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PARTIES TO AGREEMENT

This **Agreement** is made in Amsterdam on 17th May 2004 between:

- Getronics NV, a legal entity incorporated in accordance with the laws of the Netherlands having its principle place of business at Rembrandtoren, Amstelplein 1, 1096 HA Amsterdam, Netherlands and its Associated Companies (together referred to as "**Getronics**")

  and

- The Special Negotiating Body representing and on behalf of all Getronics employees in the European Economic Area (**EEA**).

INTRODUCTION

1. This Agreement defines the framework, scope, role, membership and operation of the Getronics European Works Council (hereafter referred to as "**Council**"). The Agreement covers Getronics operations within the EEA and fulfils Getronics' obligations to Directive 94/45/EC and such amendments and additions to that Directive as may from time to time be made and introduced into the national law of EEA member states where Getronics or its wholly or majority owned or controlled businesses have operations.

AIM OF AGREEMENT

2. The parties to this Agreement (hereafter referred to as the "**Parties**") believe that Getronics' business and employee interests are best served by there being a joint understanding of the objectives, strategy, competitiveness and performance of Getronics, and of its operating environment and market position. To encourage this understanding a European Works Council shall be established comprising employee representatives. Within the Council, Getronics will provide transnational information relating to its operations in the European Economic Area (EEA) such as to encourage a free exchange of views and opinions to be expressed on the information provided.

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COMMITMENT AND APPROACH OF THE PARTIES

3. The Parties to this Agreement aim to deepen the social relationship between Getronics and its employees by a mutual and constructive exchange of information and consultation, thus improving the atmosphere at work, a main factor for Getronics progress and development. Therefore the Parties, in order to secure an efficient social dialogue, and in accordance with the Directive 94/45/EC and its transposition into the Dutch law, agree to constitute a Getronics European Works Council, whose domains and ways of functioning are subject matter to this Agreement.

4. In the context of the development of the Council, the Parties further confirm that:

   a. the main mechanisms for information and consultation operate now and shall in the future continue to operate at each individual Getronics facility;

   b. such local level consultative arrangements retain precedence over the Council and will remain solely responsible for issues that are the subject of collective bargaining or negotiation;

   c. information provided by Getronics at a **Council Meeting**, which is such as to refer to facility or company or country specific issues shall not be greater than or provided prior to local consultative arrangements;

   d. there is a common desire to establish effective two-way communication between employees and management throughout Getronics.

SCOPE OF AGREEMENT AND COUNCIL

5a. The Agreement provides for the establishment of a Council that will operate through meetings of both Getronics management and representatives of employees and such other meetings as are agreed between the Parties. The Council will itself establish internal working practices that will reflect the terms of this agreement.

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5b. For the Council meetings Getronics will provide information in the form of a report. The report will incorporate aspects of the annual business plans and information on the full year/half year results as well as employee matters, economic, financial and business developments of Getronics such as, but not limited to, sales, annual accounts, structural and organisational changes within the EEA where these affect Getronics operations in at least two different countries.

6. Information under this Agreement is defined as written and oral information provided by Getronics consistent with this Agreement including, but not limited to the subjects defined. Consultation is defined as the free exchange of views and opinions on the written and oral information supplied by Getronics. The purpose of the Council will be to establish "social dialogue" at the European level. This will be expressly limited to information and consultation as defined in this Agreement.

7. The Council will neither consider nor be responsible for: negotiations, compensation, salaries and other non-wage benefits; local or national topics subject to national legislation or to local or national collective agreements. Neither will it consider political issues or matters that relate to particular individuals. In all cases, the above issues will continue to be handled locally in accordance with the information and consultation procedures of the country or operation concerned.

PROCESS FOR CHANGE IN ENTITLEMENT TO EMPLOYEE REPRESENTATION AS A RESULT OF EXPANSION, CONTRACTION & ACQUISITION

8. To ensure the effective operation of the Council, where Getronics acquires or establishes new operations within the EEA, such operations will come into scope of the Council at the first Council Meeting following the inclusion of such businesses in the annual employee headcount as specified below.

9. The employee headcount as at 31st December each year shall be reported to the next Council Meeting and will be the basis for calculation of entitlement to employee representation under this Agreement.

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10. Any change in entitlement to a member state's employee representation under this Agreement as a result of manpower changes in existing establishments will be based upon and implemented after increases or decreases in headcount over a consecutive two year period calculated as at 31st December each year.

11. Where as a result of acquisition the employee headcount as at 31st December in any year increases the entitlement to employee representation in a member state, such additional entitlement will be appointed according to the applicable law and consistent with the terms of this Agreement. Such employee representatives will become authorised **Employee Representatives** covered by and bound by the provisions of this Agreement upon signing the same at their first Council meeting.

12. Where Getronics acquires a business that has a pre-existing agreement under Directive 94/45/EC, all rights and obligations afforded by that agreement save such obligations as exist with regard to confidentiality will cease upon the date of acquisition and the terms of this Agreement will apply.

MEMBERSHIP OF COUNCIL

13. The Getronics European Works Council shall comprise:

> Employee Representatives appointed under the procedure as defined within this Agreement;
> a **Council Steering Committee** comprising one **Management Co-ordinator** and three **Employee Representative Co-ordinators**.

EMPLOYEE REPRESENTATIVE SELECTION PROCESS

14. Employee Representatives will be elected or appointed according to the applicable law in their country of their employment and will represent all Getronics employees within their constituency. In addition, Employee Representatives must be permanent active employees of Getronics who have a minimum service according to the relevant national law at the time of their appointment.

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15. Employee Representatives shall be appointed based on employee headcount within countries as follows:

30 - 1500 employees:	1 employee representative
1501 - 5000 employees:	2 employee representatives;
> 5000 employees:	3 employee representatives.

16. Countries with an employee headcount of less than 250 employees may be linked to and incorporated with neighbouring or adjacent countries with a pre-existing entitlement. The current entitlement is as per appendix A. Should other EU countries with linked representation wish to be participate directly in the Council, then an addendum to appendix A will be approved at the first Council meeting.

17. Employee Representatives will be appointed or elected for a three year term or such other term as is specified in the relevant national law which (subject to contrary provisions in the relevant national law) may be renewed for additional terms.

18. For every Employee Representative, a deputy may also be nominated or elected. They will substitute for the elected Employee Representative in the event that she/he is unable to attend a Council meeting, such unavailability being notified to the Council Steering Committee at least one week prior to the Council Meeting. Subject to the provisions of the relevant national law, the deputy will automatically be co-opted in the event of the termination of employment of the Employee Representative.

19. Employee Representatives who cease to be employees of their employing Getronics entity for whatever reason or who otherwise cease to hold their national representative mandates, shall immediately forego any rights as Employee Representatives on the Council, but shall continue to hold a duty of confidentiality as defined in this Agreement.

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OPERATION OF COUNCIL MEETINGS

20. The Council shall meet twice per year, convened by management. The meeting will normally be held during April or May and September or October. The meetings will normally take place within one day and will be chaired by Getronics' Corporate Senior Vice President Human Resources or such other senior executive as is chosen by Getronics or by an Employee Representative Co-ordinator on an alternating basis.

21. Employee Representatives will be notified eight weeks prior of the date and location of the meeting.

22. Agenda and any meeting papers will be dispatched at least four weeks prior to the meeting.

23. The meeting will be preceded by an Employee Representative's Pre-meeting which will normally take place the day before the meeting.

24. On the same day as the meeting the Employee Representatives may hold a Debriefing Meeting. The operation of this meeting shall not be such as to impact adversely on the time available for or allotted to the Council Meeting itself.

25. Employee Representative's Pre-meeting and Debriefing Meeting will be provided with the same facilities as are available at a Council Meeting.

26. The Council Steering Committee shall agree a Council Communiqué. The Council Communiqué will be locally translated and disseminated by existing communication practices throughout Getronics operations within the EEA as soon as possible.

27. The minutes of Council Meetings will be drafted in a timely manner and following agreement within the Council Steering Committee will be circulated to all Employee Representatives.

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EMPLOYEE REPRESENTATIVES CO-ORDINATORS

28. The Employee Representatives will elect three of their number to act as Employee Representative Co-ordinators. These co-ordinators shall come from different member states. Co-ordinators shall serve for three years contiguous with their appointment as Employee Representatives to the Council.

29. The three Employee Representative Co-ordinators shall be responsible for the chairing of the Employee Representatives pre-meeting and liaising with the Management Co-ordinator over Council administrative issues.

30. Employee Representative Co-ordinators who cease to be employees of Getronics for whatever reason shall be replaced by an existing Employee Representative voted by all Employee Representatives and serve out the remaining term of office of the original Employee Representative Co-ordinator.

COUNCIL STEERING COMMITTEE

31. The Council Steering Committee will comprise the three Employee Representative Co-ordinators and the Management Co-ordinator. The Council Steering Committee will liaise on:

> administrative matters;
> Council agenda items;
> Council minutes and any communiqués to be issued;
> **Extraordinary Meetings**;
> dispute resolution;
> operation of Employee Representatives' Pre-meetings;
> invitation of an **Expert Adviser**.

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EXPERT ADVISER

32. The Employee Representatives at their pre-meeting may use the services of an appropriate "expert" adviser who has knowledge of the subject under discussion. The Expert Adviser must agree to be bound by all the terms of this Agreement and confirm in writing that he/she does not also advise business competitors of Getronics. A list of those business competitors will be provided to the Council Steering Committee.

EXCEPTIONAL CIRCUMSTANCES AND EXTRAORDINARY MEETINGS

33. During the time between Council Meetings Getronics shall use its existing established mechanisms for information and consultation purposes.

34. Where a single exceptional issue affects employee interests in two or more countries covered by this Agreement, the Council Management Co-ordinator will liaise with the Employee Representative Co-ordinators and together they determine whether to call an Extraordinary Meeting or to inform and consult the Employee Representatives of the exceptional event by written communication.

35. An Extraordinary Meeting shall be presided over by the Corporate Senior Vice President Human Resources or such other senior executive as she/he may nominate and be attended by:

    > nominated Getronics Senior Executives;
    > Council Management Co-ordinator;
    > Employee Representative Co-ordinators;
    > Employee Representatives from the countries affected by the issue under discussion.

36. All Employee Representatives shall receive a full report on the outcome of the Extraordinary Meeting.

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CONFIDENTIALITY

37. The Council shall operate in a spirit of openness enabling a free exchange of views and opinions to be expressed. In order to support this all representatives attending Council Meetings agree not to misuse or divulge any information that is supplied on a confidential basis. This obligation continues for as long as the information remains confidential as deemed by Getronics. Any proven breach of this provision will lead to the individual being excluded from any further participation in Council Meetings and will be viewed as a serious offence according to the procedures and law applying to the Employee Representative's place of employment.

38. It is accepted that Getronics has an obligation not to release price sensitive or other confidential information, which according to objective criteria is of such a nature that its release would harm the functioning of Getronics, or be prejudicial to it, or is in contravention of any national law or regulations where it has operations. The objective criteria include statutory or regulatory rules on disclosure of information applying to Getronics in whatever jurisdiction it carries on business.

39. It is the intention of Getronics that the Council operates in a spirit of openness. Wherever possible oral and written reports at Council Meetings shall be such as to be disseminated and discussed within existing employee representative structures throughout Getronics. Where information cannot be disclosed beyond the Council it shall be classified as such. However, no written or oral reports arising from the Council may be released outside of Getronics without the express written consent of the Council Management Co-ordinator.

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ADMINISTRATION AND MATERIAL RESOURCES

40. The operating expenses of the Council shall be determined and borne by Getronics.

41. Employee Representatives will be released from duty with normal contractual pay to attend Council Meetings. Arrangements for appropriate time off and travel shall be made in advance in accordance with employing company rules and national law and practice in the place of the Employee Representative's employment.

42. Getronics will determine and bear the cost of Employee Representatives' costs of travel, accommodation and subsistence at Council Meetings, Employee Representatives' Pre-meetings and any other agreed meetings. Getronics will determine and bear the cost of interpretation facilities and translation of documents at Council Meetings and any other agreed meetings. In addition, by prior agreement and where necessary, travel and accommodation of one Expert Adviser to the Employee Representatives will be met.

43. The Parties are in accord that the Council shall operate in a cost effective and efficient manner. They shall where possible:

    > undertake to learn and/or improve their conversational English as to participate fully in Council Meetings;
    > ensure that Council Meetings are conducted in a timely efficient manner in order that travel to and from meetings and meetings themselves take place over a maximum of 2 days.

44. Employee Representatives shall be authorised to communicate with each other, with the national employees representatives' structures and with the workers, using the mediums given by Getronics and respecting the practices and the national habits.

45. Employee Representatives and their Deputies will receive at least a minimum level of social, juridical and economic training, distributed by an external training organisation, at the expense of Getronics against an agreed syllabus. Likewise, local management will offer the necessary English language courses to those Representatives who apply.

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LANGUAGE

46. Meetings will be conducted in English, with simultaneous interpretation facilities being provided as necessary, and the English language version of any Council document will be the official and accepted version.

EMPLOYEE PROTECTION

47. Employee Representatives in the exercise of their function under this Agreement are entitled to the same protection and guarantees provided for employee representatives by the national legislation in their country of employment.

48. Employee Representatives will suffer no advantage or disadvantage as a result of their participation.

DISPUTE RESOLUTION

49. The Parties are agreed that they will work together to ensure that any disputes or misunderstandings that arise in the meaning and operation of this Agreement shall be resolved amicably by and within the Council Steering Committee. Where such dispute cannot be resolved within the Council Steering Committee the Parties are in agreement that the following will apply in all cases:

    + either party shall notify the other in writing of it's dissatisfaction with the other's position in respect of a specific subject;
    + the other party shall state in writing it's position within 14 calendar days on the subject in question;
    + within 20 calendar days thereafter the Corporate Senior Vice President Human Resources or such other senior executive as she/he may nominate shall chair a dispute resolution conference of the Council Steering Committee to discuss the subject and attempt to find a resolution;
    + where no resolution can be found by the dispute resolution conference the Parties shall formerly appoint a neutral conciliator;

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+ the conciliator will meet with the Parties within 20 calendar days of appointment and seek to assist the Parties in resolving the dispute;
+ where the conciliator is unsuccessful in assisting the Parties to resolve the dispute, they shall prepare a report making findings of fact and recommendations to resolve the dispute within 40 calendar days after failure of dispute resolution. In undertaking his role the conciliator will be afforded assistance by both Parties and will follow the terms of the Agreement and not exceed or substitute her/his judgement for the terms of the Agreement.

50. In the event of a dispute regarding the interpretation of the Agreement an Employee Representative cannot enforce any of the terms of this Agreement, unless this is supported by a two-thirds majority, in writing, of the other Employee Representatives.

DURATION OF AGREEMENT

51. It is intended that this Agreement will continue on an indefinite basis. In any event it will not expire for a period of 4 years from the date of completion.

52. In the final 12 month period of the 4th year, the Parties will either:

> confirm that the Agreement should continue for a further 4 year term

or

> either Getronics or the Employee Representatives following a two-thirds majority vote of those eligible to vote give 6 months written notice of intent to withdraw from the Agreement. In the case of such termination, this Agreement shall remain in force until a new Agreement has been concluded.

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53. Where the Parties to this Agreement deem it necessary, this Agreement may be amended by mutual consent during the lifetime of the Agreement, such amendments being adopted as operating practices. The consent of the Employee Representatives shall be deemed to be validly given following a two-thirds majority vote of those eligible to vote.

54. Should any clause or appendix to this Agreement prove to be invalid for whatever reason, it shall not affect the validity of this Agreement in total. Such invalid part shall be treated as separate from the Agreement and may be updated/amended without affecting the whole of this Agreement.

LEGAL STATUS

55. This Agreement is an agreement under article 6 of Directive 94/45/EC extended by Directive 97/74/EC as transposed into the law of the Netherlands and hence governed by the law of the Netherlands. The Agreement shall be interpreted and construed solely in accordance with the English language version.

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Signing Page

Andrea Scheucher
SNB Representative
Austria

Luc Geurts
SNB Representative
Belgium

Isabelle Legouas
SNB Representative
France (GD)

Anne Marie Dufeu
SNB Representative
France (GF)

Werner Kalkstein
SNB Representative
Germany

Renato Vicano
SNB Representative
Italy

Ernst Kuntz
SNB Representative
Netherlands

Paul van Bavel
SNB Representative
Netherlands

Antonio Ruiz Martinez
SNB Representative
Spain

Antony Holmes
SNB Representative
UK

Klaas Wagenaar
Chairman and CEO
Getronics NV

Gerrit van Munster
Senior Vice President
Human Resources

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Appendix A

Country/countries	Number of employee representatives
Austria	1
Belgium (Luxembourg)	1
France	1
Germany	1
Italy	2
Netherlands	3
Spain (Portugal)	2
United Kingdom (Ireland)	2

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