

Agreement

see more information on EWC's under www.euro-br.eu
Toshiba European Forum

The following agreement is entered into between the Management of the Toshiba Group and its elected Employee Representative within its European operations.

1. Principles

- 1.1 The Toshiba Group and the Employee Representatives of the Toshiba Group across Europe agree to develop a Toshiba European Forum (TEFOR) to work together productively at the European level in order to improve communications on European business issues and to work together constructively to resolve any difficulties which may arise.
- 1.2 The statutory rights and duties of current national and local arrangements/agreements, of Employee Representative bodies and/or Employee Representatives, shall not be affected by this Agreement.

2. Scope

- 2.1 The TEFOR shall cover those offices, subsidiaries and branches of subsidiaries of Toshiba Corporation in which Toshiba Corporation has a majority shareholding in the member states of the EEA including the UK.
- 2.2 The countries represented in the TEFOR shall be kept under review in the light of developments in the European operations of the Toshiba Group.

3. Membership

- 3.1 Employee Representatives and their deputies shall be elected or selected in each country with more than 25 employees. Unless for unavoidable reasons (e.g. illness), Employee Representatives will be expected to attend all meetings in person. Deputies will attend the meeting only when the Employee Representative cannot participate. Each business sector shall be represented by at least one Employee Representative seat. The selection procedure and number of seats for each country are defined in the Annex.
- 3.2 Employee Representatives shall normally serve on the committee for a period of 4 years unless a different period applies under national legislation and/or practice in each country.
- 3.3 An Employee Representative shall be a member of staff with at least 1 year's service with Toshiba. Temporary employees are not eligible to become Employee Representatives.

3.4 The numbers of Employee Representatives shall be kept under review in the light of developments in the European operations of the Toshiba Group.

3.5 If there is a significant change in the number of employees in a country, Employee Representatives shall be re-elected or re-selected if necessary. Otherwise current Employee Representatives shall continue to the end of their terms of office as stipulated in article 3.2.

see more information on EWC's under www.euro-br.eu

3.6 If an Employee Representative should leave the company, then either the deputy or the employee who came second in the initial election/selection process will take over, or re-election/re-selection will take place, if necessary, adopting the same procedure as in the initial election/selection of the Employee Representative, for the remainder of the term of office. The decision on the option to be adopted will be agreed following discussions between local management and employees.

4. Meetings

4.1 The TEFOR will meet once a year between June and September.

4.2 The Management shall be responsible for arranging the date and location of the meeting and for advising the TEFOR members with sufficient advance notice.

4.3 A pre-meeting for the TEFOR members will be arranged a reasonable time before the TEFOR meeting at the same venue. One (or more) European-level expert may be invited to attend this pre-meeting as agreed by Management and at the request of a majority of Employee Representatives, to aid the TEFOR in the successful fulfilment of its tasks.

4.4 A Sub-Group will be designated from the TEFOR members, and will be composed of three members in total. In the initial two years, the Sub-Group will be composed of the Employee Representative of the company with the highest number of employees in each of the UK, Germany and France. Thereafter, its composition may be reviewed if a majority of the Employee Representatives so decide.

4.5 The topics about which the TEFOR shall be informed will be business results and budgets or plans related to sales and production, the situation and probable trend of employment, R&D and investment on a transnational basis.

4.6 Matters on which the TEFOR shall be consulted will be those of a transnational significance related to any substantial changes concerning organisation and major redundancies.

4.7 When exceptional transnational issues arise in the course of the year which significantly affect the interests of employees, in particular substantial changes concerning organisation and major redundancies, Management or the Sub-Group may request information and consultation about these issues. Employee

Representatives of the countries affected may also be included in this Management/Sub-Group discussion.

- 4.8 The TEFOR, including the Sub-Group, will not be informed or consulted about any issues related solely to an individual country or matters related to salary, benefits, working conditions and terms and conditions of employment.
- 4.9 The agenda of the TEFOR meeting shall be discussed and agreed between the Management and the Sub-Group no later than two weeks prior to the meeting.
- 4.10 A member of Management will preside over the TEFOR meeting and the meetings with the Sub-Group.
- 4.11 Meetings will be held in English, with interpretation facilities available for other languages requested by Employee Representatives.
- 4.12 The Minutes of the TEFOR meeting shall be drafted by Management and shall be agreed by Management and Sub-Group.
- 4.13 Following a TEFOR meeting, Management and the Sub-Group will agree the outline of a document summarising the result of the meetings which will be produced by Management and made available to all employees, in relevant languages, through the Employee Representatives.

5. Confidentiality

- 5.1 In order to maximise the spirit of openness and the free exchange of views within the TEFOR, members of the TEFOR and all other persons invited to meetings agree not to divulge operating or business secrets which are obtained through their membership of the TEFOR and any information that is supplied to them expressly on a confidential basis. This obligation shall continue indefinitely after the conclusion of their term of office. Any breach of confidentiality will be viewed as a serious disciplinary offence and will be treated as such by the appropriate local company in accordance with its regulations and applicable national legislation. The Management shall have the right to withhold information which could seriously affect the functioning of the establishments of the Toshiba Group or which could be prejudicial to it.

6. Protection of Employee Representatives on TEFOR

- 6.1 Employee Representatives enjoy the same protection and guarantees as provided by national legislation and/or employment practice in force in their country.

7. Costs

7.1 The Toshiba Group shall bear the costs of the venue, interpretation services, accommodation, meal and travel costs of the Employee Representatives relating to TEFOR and Sub-Group meetings.

8. Period of Agreement

8.1 This Agreement shall be effective from 1 July 2002 for a period of four years. If either party wishes to amend or withdraw from this Agreement at the end of this initial period, three months' written notice should be given to the other party to initiate a period of discussion and agreement, otherwise this Agreement shall continue for another four years under the conditions set out in this document. Any amendment or further extension at the end of this additional period shall be on the basis set out in this paragraph.

9. Status of Agreement

9.1 Should any dispute arise concerning the functioning of this Agreement, English law will apply and English Courts will have jurisdiction. The parties recognise that this Agreement is in full compliance with Article 13 of Council Directive 94/45/EC of 22 September 1994. However, should any dispute arise concerning the validity of this Agreement under Article 13, Management will indicate which of the company's subsidiaries in the EU will be considered as its representative agent, which law shall govern this Agreement and which Courts will have jurisdiction.

9.2 In case of any ambiguity in translations of this Agreement, it is agreed that the English text is authentic and binding.

Signed in Agreement on behalf of Employee Representatives by the Sub-Group:

Mr. Jurgen Meier
Toshiba Semiconductor G.m.b.H.

Ms. Joelle Yari
Toshiba Systèmes (France) S.A.

Ms. Sue Sawyer
Toshiba Information
Systems (UK) Ltd. (CPD)

Mr. Dirk Mandel
Toshiba Europe G.m.b.H.

Mr. Christophe Esclattier
Toshiba Systèmes (France) S.A.

Mr. George Harris
Toshiba of Europe Ltd.

ANNEX

**Selection Procedure of Employee Representatives for the Toshiba
European Forum (TEFOR)**

see more information on EWC's under www.euro-br.eu

UK

- 1 TIU-CPD Plymouth: 1 Employee Representative to be selected from within the COAB.
- 2 The other 8 establishments to vote in one general election for a UK Employee Representative. Candidates could be nominated from any company and a nomination procedure must be designed.
- 3 Any main company (TIL, TIU-CSD, TIU-CPD) not employing the UK Employee Representative elected in the election held in accordance with paragraph 2 then automatically to have an additional seat for its Employee Representative elected through an appropriate internal procedure.

Germany

- 1 Manufacturing plants TSG and TRO to elect 1 Employee Representative from the Works Councils.
- 2 The Sales companies TEG, TEE and TMSG to elect 2 Employee Representatives from the Works Councils.
- 3 * Either main company (TEG, TEE) not employing the German Sales Employee Representative elected in the procedure held in accordance with paragraph 2 then automatically to have an additional seat for its Employee Representative chosen through an appropriate internal selection in its Works Council.

Wird immer so "gewählt" daß wir 4 Vertreter haben.

France

- 1 TSF to elect its Employee Representatives through the company Works Council.
- 2 TMSF and TEF each to hold a general election to find its Employee Representative.
- 3 The national Employee Representatives shall be elected by the company Employee Representatives in paragraphs 1 and 2 above.
- 4 If not employing a national Employee Representative elected in accordance with paragraph 3, then TSF automatically to have an additional seat for its Employee Representative chosen through an appropriate internal selection in its company Works Council.

Benelux (Holland and Belgium)

- 1 Employee Representatives of the existing two Works Councils of each Dutch company to elect one Employee Representative each from their Works Councils. Each Belgian company to hold a general election to find its Employee Representative.
- 2 These four Employee Representatives choose by mutual agreement the 2 Benelux Employee Representatives, ensuring that both countries and both business groups are thereby represented.
- 3 If not employing one of the above 2 Employee Representatives, the main company (TMSE) then automatically to have an additional seat for its Employee

Representative elected by its Works Council (thereby also guaranteeing the representation of TMSA).

see more information on EWC's under www.euro-br.eu

Spain and Italy

- 1 Each company to elect one candidate.
- 2 All the employees in each country then to vote to decide on one Employee Representative amongst the three candidates. This selection will be initiated jointly by the three companies and at least two-thirds of all employees must vote. The candidate with most votes is the national Employee Representative.
- 3 Portugal (TMSSP branch) to be represented by Spain.

Sweden

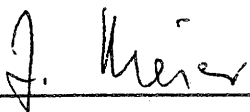
The members of the Employee Representation Structure of TES to select an Employee Representative from among the membership, if TES has more than 25 employees.

Austria

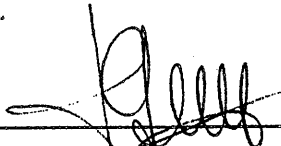
No Austrian Employee Representative by common consent; representation through TMSE and Employee Representative of another country.

see more information on EWC's under www.euro-br.eu

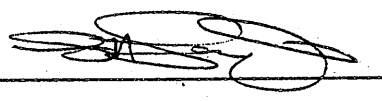
Signed in Agreement on behalf of Employee Representatives by the Sub-Group:



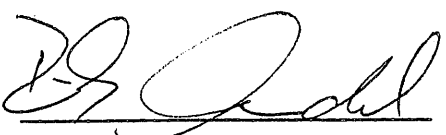
Mr. Jurgen Meier
Toshiba Semiconductor G.m.b.H.



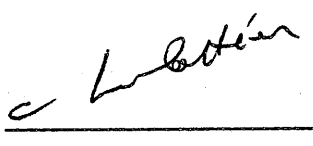
Ms. Joelle Yan
Toshiba Systemes (France) S.A.



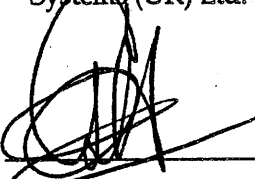
Ms. Sue Sawyer
Toshiba Information
Systems (UK) Ltd. (CPD)



Mr. Dirk Mandel
Toshiba Europe G.m.b.H.



Mr. Christophe Esclattier
Toshiba Systemes (France) S.A.



Mr. George Harris
Toshiba of Europe Ltd.

DEFINITIONS

For the purpose of this Agreement the Terms and Definitions listed below will apply.

see more information on EWC's under www.euro-br.eu

Toshiba Group

The Toshiba Group comprises the establishments defined in article 2.1. At present, the enterprises in the Toshiba Group are the following:

Toshiba of Europe Ltd., Toshiba International Finance (UK) Plc, Toshiba Research Europe Ltd., Toshiba Medical Systems Ltd., Toshiba Information Systems (UK) Ltd. - CSD Division, Toshiba Information Systems (UK) Ltd. - CPD Division, Toshiba International (Europe) Ltd., Toshiba Electronics (UK) Ltd., Toshiba Electronics Scandinavia A.B., Toshiba Medical Systems Europe B.V., Toshiba Information Systems Benelux, Toshiba Medical Systems NV/SA, Toshiba Information Systems Belgium, Toshiba Medical Systems GmbH, Toshiba Europe GmbH, Toshiba Electronics Europe GmbH, Toshiba Semiconductor GmbH, Toshiba Medical France S.A., Toshiba Systèmes (France) S.A., Toshiba Electronics France S.A.R.L., Toshiba Medical Systems Gesellschaft m.b.H, Toshiba Medical Systems S.R.L., Toshiba Europe GmbH - Sede Secondaria in Italia, Toshiba Information Systems España, Toshiba Medical Systems S.A., Toshiba Electronics España S.A.

The Management

This shall be defined as those persons occupying the position of "Corporate Representative - Europe, Middle East & Africa" of Toshiba Corporation and senior executives of Toshiba of Europe Ltd. and major Toshiba companies such as TEG, TIU, TSF, TMSE, TEE, TIL.

Consultation

This shall be defined as the exchange of views between Employee Representatives and the Management.

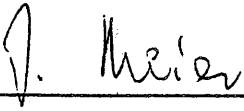
Employee

This shall be defined according to the applicable national legislation and/or practice in each country. Generally the Chairman, President, Managing Director, Geschäftsführer, Board Member and Personnel Director shall be excluded from the definition "employee".

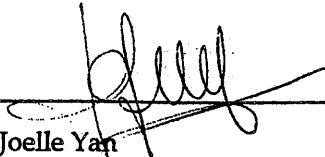
Business Sector

This shall be the organisational unit defined in accordance with Toshiba's business structure. The current business sectors are defined as: Information Systems Group; Consumer Products Group; Medical Systems Group; Electronic Components Group; and Heavy Electrical Apparatus Group.

Signed in Agreement on behalf of Employee Representatives by the Sub-Group:



Mr. Jurgen Meier
Toshiba Semiconductor G.m.b.H.



Ms. Joelle Yan
Toshiba Systèmes (France) S.A.

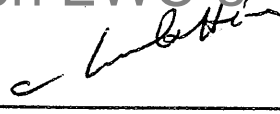


Ms. Sue Sawyer
Toshiba Information
Systems (UK) Ltd. (CPD)

see more information on EWC's under www.euro-br.eu



Mr. Dirk Mandel
Toshiba Europe G.m.b.H.



Mr. Christophe Esclattier
Toshiba Systèmes (France) S.A



Mr. George Harris
Toshiba of Europe Ltd.