



Sociaal Plan EW Facility Services B.V.

Valid from 8 January 2021
until 30 June 2021

Creating Hospitality

Introduction

The Parties:

- EW Facility Services BV, a private limited liability company, and the following affiliated companies (referred to below as “EW”), only insofar as those companies fall under the scope of the Collective Labour Agreement for Cleaning and Window Cleaning Firms 2019-2021 the “CLACLA”) :
 - o EW Cleaning Operations BV, Amsterdam region
 - o Hotel Cleaning Company BV
- Trade Union FNV (referred to below as “FNV”)
- CNV Vakmensen (referred to below as “CNV”)

Recitals:

The Social Plan is valid for the period from 8 January 2021 until 1 July 2021.

The Social Plan serves to minimise the negative impact of a reorganisation for EW Employees, taking into account the current developments at EW Facility Services.

Hereby agree as follows:

1. Definitions

Alternative Position:

A Position at the Employer that is offered to the Redundant Employee if reassignment to a Suitable Position proves impossible and for which that Redundant Employee may apply voluntarily.

CLA:

The CAO Schoonmaak- en Glazenwassers 2019-2021 (Collective Labour Agreement for the Cleaning and Window Cleaning Business 2019-2021).

Employee:

The person who has an open-ended employment contract at the Employer on the date on which this Social Plan enters into force and whose job is abolished as a result of a Reorganisation.

Employer:

EW Facility Services BV or affiliated companies that fall under the scope of the CLA, at which the Employee has an employment contract.

Gross Monthly Salary:

The Employee's fixed monthly salary, plus 8% holiday allowance and 4.2% year-end bonus, as well as structural weekend allowances, but excluding other allowances and perquisites.

Interchangeable Positions:

Positions that are comparable as far as the content of the Position and the knowledge, skills and competences required for the Position are concerned and that are equivalent as far as the level of the Position and the corresponding salary are concerned.

Letter of Notification:

The letter by which the Employer confirms in writing to the Employee that and as from what date the Employee will be declared redundant.

Position:

The duties, responsibilities and powers as a whole that the Employee performs at the Employer's instruction.

Reassignment:

The holding of the Position at another location (Change of Location) or another place of work (Change of Place of Work). The place of work is the place where or from which the Employee customarily works.

Redundant Employee:

An Employee whose job/Position is to be abolished as a result of the Reorganisation.

Reorganisation:

Every important organisational change at EW or a division of a company in EW's group as a result of which Positions or jobs are lost.

Salary Scale:

The salary scale allocated to the Employee on the basis of his or her classification in the CLA.

Settlement Agreement:

The written agreement between the Employer and the Employee setting out the agreements regarding the termination of the employment contract by mutual consent.

Suitable Position:

A Position at the Employer or another employer in EW's group that matches the Employee's knowledge, education, skills and personal experience. The following criteria must furthermore be met:

1. The job is classified at the same job level or one job level higher or lower, in accordance with the CLA.
2. The alignment with the Position is such that the Employee can meet the stipulated job requirements within a reasonable period of time, possibly through refresher courses or training.

3. The one-way commuting time is a maximum of 90 minutes on the basis of public transport in the case of a minimum of 5 working hours per day, unless the Employee's commuting time was already 90 minutes, in which case an increase of 30 minutes per one-way trip applies. One-way commuting time in excess of 60 minutes is reimbursed on the basis of the basic hourly wage.

Transition Payment:

The statutory payment payable by the Employer to the Employee on termination of the employment, in accordance with Article 7:673 of the Dutch Civil Code.

Years of Service:

The Employee's consecutive years of service – including a consecutive interruption of no longer than six months – at the Employer or at its legal predecessors under one or more employment contracts (successive term of employment or change of contract as referred to in the CLA). The statutory calculation method of the Transition Payment applies to the rounding off.

2. General

2.1. Scope

This Social Plan applies to Employees who have not yet reached the state pension age (AOW) and whose jobs are abolished or change as a result of the Reorganisation. No rights can be based on this Social Plan in any other cases.

This Social Plan does not apply to Employees who have a fixed-term employment contract or to Employees whose employment contracts end or are terminated for a reason other than those stated above (such as long-term incapacity for work, urgent cause, a breakdown in the working relationship, poor performance, state pension age, etc.). This Social Plan also does not apply to an Employee who resigns or has resigned (or has already announced his or her resignation) before the date on which the Employee receives the Letter of Notification.

2.2. Term

This Social Plan enters into force on 8 January 2021 and is valid until 30 June 2021. This Social Plan ends on the date of expiry by operation of law, without prior notice being required. This Social Plan does not remain in force after its termination, only in respect of those Employees whose redundancy is confirmed during the term of this Social Plan by means of a Letter of Notification. The date of written notification of redundancy in the Letter of Notification is decisive in this respect.

The parties may decide in consultation to extend the term of this Social Plan until 1 January 2022 if the circumstances so require.

2.3. Publication of this Social Plan

The Employer will publish this Social Plan via MijnEW. The Employer will also provide the Employee with a copy of this Social Plan on request.

2.4. Hardship clause

In cases in which the application of this Social Plan gives rise to an individually unfair situation, the Redundant Employee in question may submit a written request to the Employer within 14 days after the situation that is unfair to him or her occurs or becomes known, to have the application of this Social Plan tested against the standards of reasonableness and fairness.

In consultation with the trade union, the Employer may then decide to deviate from this Social Plan in favour of the Redundant Employee.

2.5. Amendments

Either of the parties may suggest interim changes and/or additions in the event of unforeseen circumstances and drastic changes, such as drastic changes in the market conditions or changes in legislation and regulations.

3. Redundancy

3.1. Introduction

Organisational changes at EW may affect Employees in various ways. Each way has a specific method of selection, whereby the rules of the Redundancy Regulations and the Implementation Regulations of the *UWV* (Employee Insurance Agency) (Dismissal for Economic Reasons) are always applied. A brief, non-exhaustive explanation of the most common situations is provided below.

3.2. Number of jobs lost within the Interchangeable Positions category

If the number of jobs within a category of Interchangeable Positions is reduced (contraction), the Employer will apply the *afspiegelingsbeginsel* (reflection principle; see Article 3.4). It will be determined on that basis which Employees will be declared redundant.

3.3. Reassignment

A Reassignment means that the Position will be held at another location/building (Change of Location) or at another place of work (Change of Place of Work). If the Employee's Position continues to exist at the Employer but will in future be held at a different location/building or a different place of work, the

Employee will follow the Position to the new location/building or place of work. Automatic placement will take place: the Employee will not become redundant.

If the one-way commuting time is longer than 90 minutes, the Employee is not required to follow the Position, because it does not constitute a Suitable Position. Unless the Employee already had a 90-minute one-way commuting travelling, an increase of 30 minutes one-way commuting time applies. If the commuting time exceeds 60 minutes one way, the commuting time is reimbursed on the basis of the basic hourly wage.

The commuting time is calculated on the basis of the door-to-door commuting time according to OV9292, or Google Maps if the Employee uses a car to commute. That is done on the basis of the fastest route, whereby real-time traffic is not taken into account.

An Employee who is not reassigned because of the commuting distance, is given written notice of his or her redundancy by the Employer, by means of the Letter of Notification (Redundant Employee).

3.4. Reflection principle

The reflection principle is applied per category of Interchangeable Positions, based on the age structure within the Interchangeable Positions category. The Redundancy Regulations and the *UWV* Implementation Regulations (Dismissal for Economic Reasons) provide that the Employer must first dismiss external employees within the Interchangeable Positions category.

The Employees within the Interchangeable Positions category in which jobs are to be cut are then divided into age groups according to age:

- ages 15 to 25
- ages 25 to 35
- ages 35 to 45
- ages 45 to 55
- ages 55 and older

The redundancies are spread in such a way that the age distribution within the various age categories before and after the contraction remains as similar as possible. First, employees entitled to old-age pensions and employees with fixed-term employment contracts with a maximum remaining term of 26 weeks must be made redundant. If further contraction is then required, the employees in each age category with the shortest term of service will be considered for dismissal. A more detailed explanation of the reflection principle can be found in the *UWV* Implementation Regulations (Dismissal for Economic Reasons).

3.5. Notification of redundancy

If an Employee's Position becomes redundant and the Employee cannot be assigned to his or her own Position or to an Interchangeable Position, the Employee will be declared redundant (Redundant Employee).

Where possible, the Employer will announce the redundancy orally and will always confirm it in writing by sending the Redundant Employee a Letter of Notification. The written confirmation will state the date of the redundancy.

The reassignment procedure for the Redundant Employees is set out in Chapter 4.

4. Relocation

4.1. Reassignment to a Suitable Position

The Employer will investigate with regard to each Redundant Employee whether he or she can be reassigned to a Suitable Position within the reassignment period. The Suitable Positions include vacancies for existing Positions. The Employer will publish any vacancies via H.appy and Werkenbijjew.nl.

Redundant Employees will also have access to an up-to-date overview of vacancies at the Employer via the H.appy app. Redundant Employees will furthermore be informed by the Employer on a weekly basis by e-mail of the new vacancies and should express their interest in accordance with the customary application procedure.

The duration of the reassignment period is the same as the reasonable period of time, being the applicable statutory notice period.

Redundant Employees may express their interest in one or more potentially Suitable Positions in writing within a period of one week, whereby it is possible that Positions or vacancies are ultimately not found to be Suitable Positions for the Redundant Employee in question.

If a Redundant Employee expresses his or her interest in one or more potentially Suitable Positions in a timely manner, the Employer will assess whether the Positions in question are Suitable Positions for the Redundant Employee. If a Position is suitable for several Redundant Employees, the Employer will offer the Suitable Position to the Redundant Employee for whom the Position is most suitable.

The moment a Redundant Employee states that he or she is not interested in the proposed Positions or vacancies, or is interested in only some of them, the Redundant Employees who have expressed an interest in the proposed Position will be given priority with regard to the Position in question.

4.2. Offer of a Suitable Position

If the Employer finds that a Redundant Employee is eligible for reassignment to a Suitable Position, it will make him or her a reassignment offer.

The reassignment offer will be made in writing and will in any event contain information on:

- the job content
- the job grade
- the working conditions
- the working days

The Redundant Employee must state in writing within one week whether he or she accepts the offer. Acceptance of the Suitable Position also constitutes acceptance of the related employment conditions. If the offer is accepted, the Employer will confirm the definitive reassignment to the Suitable Position. If the Employee is reassigned to a Suitable Position, he or she is not entitled to any compensation under this Social Plan.

A Redundant Employee is obliged to accept an offer for a Suitable Position. If a Redundant Employee believes that the Position offered does not constitute a Suitable Position, he or she may submit a written objection to the management within one week of the offer, stating his or her arguments. The management will decide on the objection within five working days.

If the Redundant Employee's objection is upheld, the Employer will investigate whether the Redundant Employee can be reassigned to another Suitable Position within the reassignment period and, if so, will offer him or her that Suitable Position.

If the Redundant Employee's objection is rejected, the Employer will offer the Suitable Position to the Redundant Employee once again. The Redundant Employee then has three working days to accept the Suitable Position after all. If the Redundant Employee then rejects the Suitable Position or fails to accept it in writing within that term, the Employer will institute the substantive proceedings at the *UWV* (Employee Insurance Agency) and the Employee cannot rely on this Social Plan. The Employee should then also bear in mind the risk of the rejection of a Suitable Position resulting in rejection by the *UWV* of his or her application for unemployment benefits.

4.3. Offer of a Suitable Position or an Alternative Position for fewer hours

If the Employer can reassign the Redundant Employee to a Suitable Position or an Alternative Position for fewer hours than the original Position, the Employer will make the Employee an offer of reassignment to a Suitable Position or reassignment to an Alternative Position for fewer hours. The reassignment offer will be made in writing and will in any event include information on:

- the job content
- the job grade
- the employment conditions
- the number of working hours and the working days

The Redundant Employee must state in writing within one week whether he or she wishes to accept the offer, while stating in writing his or her current number of working hours and current working days. If the number of Redundant Employees who state that they wish to accept the offer exceeds the

number of hours that the Employer has available, the Employer will first apply the reverse reflection principle (Article 3.4) to the Redundant Employees for whom the Position is a Suitable Position. The Redundant Employees for whom the Position is an Alternative Position will then be considered, as they may apply for the Position on a voluntary basis.

If a Redundant Employee can be assigned to the Suitable Position or the Alternative Position for fewer hours, the Employer will offer him or her a termination agreement for partial termination of his or her employment contract, as well as a new employment contract for reassignment for the reduced number of working hours. The Redundant Employee must sign and return those contracts to the Employer within one week by e-mail. If the Redundant Employee does not accept the offer of reassignment to the Suitable Position or the Alternative Position within the aforesaid period, or if the Redundant Employee does not sign the termination agreement and the employment contract within that period, the Employer will initiate the *UWV* procedure to terminate the Redundant Employee's employment contract in its entirety.

An Employee who is reassigned to a Suitable Position or an Alternative Position is entitled to the payments set out in Article 6.2 of this Social Plan for the reduced number of working hours.

The Redundant Employee is obliged to accept an offer of a Suitable Position for fewer hours. If the Redundant Employee believes that the Position offered does not constitute a Suitable Position, he or she may file a written objection with the management within one week after the offer of a potentially Suitable Position, stating his or her arguments. The management will decide on the objection within five working days.

If the Redundant Employee's objection succeeds, the Employer will investigate whether the Redundant Employee can be reassigned to another Suitable Position for fewer hours within the reassignment period and, if so, will offer him or her that Suitable Position.

If the Redundant Employee's objection fails, the Employer will once again offer the Redundant Employee the Suitable Position for fewer hours. The Redundant Employee then has three working days to accept the Suitable Position for fewer hours, by signing the termination agreement and the new employment contract within that period. If the Redundant Employee again rejects the Suitable Position or fails to accept it within that period, the Employer will commence the substantive proceedings at the *UWV* for the entire number of working hours and the Employee cannot rely on this Social Plan. The Employee must then bear in mind the risk of rejection of a Suitable Position resulting in rejection by the *UWV* of his or her application for unemployment benefits.

4.4. Redundant employee replacement scheme

A redundant employee replacement scheme applies. In that scheme an Employee who is not a Redundant Employee voluntarily opts to leave in order to make room for a Redundant Employee in the same Position who would otherwise be nominated for dismissal on the basis of reflection principle (see Article 3.4). The following conditions then apply:

- (i) the Employer agrees to this in writing (the Employer is under no obligation to do so);
- (ii) this makes room for a Redundant Employee in the same age category with the highest number of years of service;
- (iii) the Redundant Employee agrees to this in writing; and
- (iv) this procedure is fiscally permissible (the Employer may decide in individual cases first to submit the arrangement to the Tax Authorities) and does not give rise to additional costs for the Employer.

The Employer informs Employees who may be eligible for this redundant employee replacement scheme of that scheme and sets a term within which those Employees may apply for the scheme. If all the conditions are met and the Employer, at its sole discretion, gives its approval, the employment contract with the leaving Employee will be terminated, subject to the applicable notice period, by means of a Settlement Agreement for economic reasons as from a date agreed on in consultation, which is no later than the date on which the Redundant Employee would have left the Employer's service on the basis of the notice period. The leaving Employee is eligible on the grounds of the termination of his or her employment for severance pay as referred to in Article 6.1(d) of this Social Plan, on the basis of the conditions that apply to that leaving Employee.

5. Internal reassignment regulations

5.1. Salary

A Redundant Employee who is assigned to a Suitable Position at the same job level as his or her current Position retains his or her current salary in accordance with the Salary Scale.

A Redundant Employee who is assigned to a Suitable Position with a higher Salary Scale retains his or her same salary, provided that it is in keeping with the higher Salary Scale (horizontal reassignment). If the minimum salary in the higher Salary Scale is higher than the salary in the former Position, the Redundant Employee will receive a salary at the minimum level of the Salary Scale related to the Suitable Position from the starting date in the Suitable Position.

The salary of a Redundant Employee who accepts a Suitable Position with a lower Salary Scale is gradually reduced to the salary related to the Suitable Position. A two-year phase-out period applies, during which the salary is reduced over four six-monthly periods. The difference in salary between the former Position and the Suitable Position is paid as a personal bonus on top of the salary in the Suitable Position. Holiday allowance is accrued on the personal allowance, but no pension entitlements. Increases, if any, are added to the salary and are deducted from the personal allowance. A pro rata calculation applies to Redundant Employees who work part time.

If a change of contract occurs in accordance with the CLA during the Redundant Employee's phase-out period and the Redundant Employee leaves to join a new employer who does not take over the phase-out period, the Employer will apply the lump-sum scheme under the CLA.

5.2. Other employment conditions

As soon as the new situation takes effect, the following compensation scheme applies to the other employment conditions (*i.e. job-related expense allowances and allowances that do not exist or are lower in the new Position*) for the number of months stated below:

< 4 years of service	3 months
=5<10	6 months
=10<15	9 months
=15+	12 months

The average of the reference period of three periods preceding the date of redundancy applies with regard to these employment conditions.

If the Employee is no longer entitled to job-related company property made available by the Employer, including but not limited to a mobile phone, that property must be returned, in consultation, **six months** after the new situation takes effect. The Employee may opt to hand in that company property before the end of that six-month period, in which case he or she is not entitled to any further compensation. Article 34 of the CLA applies if the Employee's commuting distance increases as a result of a Reassignment.

5.3. Availability of more hours after acceptance of a reduction of working hours

If a Redundant Employee has accepted an offer that reduces the number of working hours in a Suitable Position or an Alternative Position in accordance with Article 4.3 of this Social Plan and more hours become available within a period of 26 weeks, the following provisions apply.

The Employer will first make the Redundant Employees who were the last to be eligible for and to accept the reduction of the number of working hours on the basis of the reverse reflection principle (see Article 3.4) an offer to increase their number of working hours. The Redundant Employees who have accepted the reduction of the number of working hours will have priority over Redundant Employees who have left the Employer's service entirely. If the Redundant Employee accepts that offer, the parties will sign an addendum to the employment contract and the Redundant Employee must accept that offer in writing within one week. In this situation, the payment arrangement and the repayment arrangement in Article 6.1(d) apply, pro rata to the number of hours of the increase in the number of working hours.

If a Redundant Employee does not accept the offer or does not accept it within the stipulated period, the offer lapses and the Redundant Employee can no longer rely on it. The Employer will not make a new offer.

The Redundant Employee has access to an up-to-date overview of the vacancies at the Employer via the H.appy app. The Employer will furthermore inform the Redundant Employee of new vacancies by e-mail on a weekly basis for a period of 52 weeks. After a 26-week period, the Redundant Employee

must express his or her interest in accordance with the customary application procedure and the selection will be made in the usual manner (i.e. without priority).

6. Schemes and facilities on termination of employment

6.1. Termination of the employment contract by means of a Settlement Agreement

If the Redundant Employee cannot be reassigned, his or her employment will be terminated. The Employer and the Employee will then consult, in which case the signing of a Settlement Agreement will be the preferred procedure. The Employer's proposal (in the form of a Settlement Agreement) will in any event include the following elements:

- a) The notice period stated in Article 10 of the CLA will be observed.
- b) The Redundant Employee will be granted leave on full pay for a minimum period of one month, or longer if the Employer and the Redundant Employee so agree.
- c) If the Redundant Employee is granted leave, the holiday hours to be accrued from the start of the leave until the end date of the employment contract that applies to the Redundant Employee are deemed to have been taken and will therefore not be paid.
- d) If the Redundant Employee returns the Settlement Agreement to the Employer, signed for approval, within ten days after receiving it, does not exercise the right of withdrawal (the cancellation period) and the employment contract actually ends on the grounds of the Settlement Agreement, the following severance payment is made, on the basis of the following graduated scale:
 - 0 to 5 Years of Service: Transitional Payment + 0.5 Gross Monthly Salary or Transitional Payment x 1.3
 - 5 to 10 Years of Service: Transitional Payment + 1 Gross Monthly Salary or Transitional Payment x 1.35
 - 10 or more Years of Service: 1 Gross Monthly Salary + Transition Payment x 1.4

This severance payment is made in the following manner (in light of the Employee's possible return in accordance with the final paragraph of this Article):

- 25% of the severance payment within one month after the end date;
 - 25% of the severance payment three months after the end date;
 - 25% of the severance payment four months after the end date;
 - 25% of the severance payment six months after the end date.
- e) The Employer will offer the Redundant Employee the possibility of completing a mediation and counselling project for a maximum period of 16 weeks to find other employment via the Mobility Centre of the Social Partners. The Employer will then register the Redundant Employee at the Mobility Centre of the Social Partners and, after the intake, the Redundant Employee will inform the Employer of the progress. The Employer will make a budget available for this purpose of up to €1,000 (excluding VAT). The invoice for the counselling will be paid directly by the Employer to the Mobility Centre, provided that it is issued in the

Employer's name. The Employer will not deduct that amount from the agreed Transition Payment or other payment.

- f) For the purpose of seeking legal advice, on the submission of invoices (in the Redundant Employee's name), the Redundant Employee will receive reimbursement of the legal costs actually incurred, up to a maximum of €500, including office expenses and excluding VAT.
- g) Instead of the reimbursement of the legal costs referred to in (f) above, Redundant Employees who are members of trade union FNV Schoonmaak or CNV Vakmensen may receive a one-off reimbursement of their trade union membership fee, subject to a maximum of €750, excluding VAT, on submission of the invoice.
- h) A study debt is waived.
- i) The non-compete clause (if agreed) lapses on the end date.
- j) Any hours not worked as part of the *Spaarurencontract* referred to in Article 4 of part D of the CLA are waived on the end date.
- k) Redundant Employees will receive a favourable letter of reference on request.
- l) The accrued end-of-year bonus will be paid on a pro rata basis, taking the end date into account.
- m) The hours saved referred to in Article 4 of part D of the CLA are paid as part of the final settlement.
- n) Continued participation in group insurance schemes: at the insurer's discretion. The group benefit usually lapses on termination of the employment.

If a Redundant Employee is reassigned within the EW group after all before the date of termination of the employment (the end date), the agreements and arrangements already made in the context of the termination of the employment contract lapse. A condition subsequent to that effect will be included in the Settlement Agreement.

If a Redundant Employee can be reassigned at the Employer or within the EW group after all within a period of 26 weeks after termination of the employment contract by means of a Settlement Agreement, the Redundant Employee will have priority over external applicants, but not over Redundant Employees who come under Article 5.3.

If that Redundant Employee is reassigned at the Employer or within the EW group and a new employment contract is entered into between the Redundant Employee and the Employer or EW, part of the severance payment referred to above in Article 6.1(d) is reclaimed in accordance with the following graduated scale:

- if that takes place within three months after the end date: 75%;
- if that takes place between three and six months after the end date: 50%.

If part of the severance payment has not yet been paid in accordance with the graduated scale in Article 6.1(d), settlement will take place. A mobility mediation or counselling allowance or reimbursement of legal advice will in no event be reclaimed.

The Employer will inform the Redundant Employee on a weekly basis of new vacancies for a period of 52 weeks. After a 26-week period, in accordance with the customary application procedure, the

Redundant Employee must express his or her interest and the selection will be made in the usual manner (i.e. without priority).

6.2. Partial termination of the employment contract by means of a Settlement Agreement

In the event of a reduction of working hours in accordance with Article 4.3 of this Social Plan, the Employer's proposal (in the form of a Settlement Agreement) will include the following elements:

- a) The notice period stated in Article 10 of the CLA will be observed before the reduction of the number of working hours commences.
- b) If the Redundant Employee returns the Settlement Agreement to the Employer within five working days, signed for approval, and does not exercise the right of withdrawal (the cancellation period), and if the employment contract is actually terminated in part on the basis of the Settlement Agreement, the following severance payment will be made, all the above pro rata to the hours in respect of which the employment contract ends, in accordance with the following graduated scale:
 - 0 to 5 Years of Service: Transition Payment + 0.5 Gross Monthly Salary or Transition Payment x 1.3;
 - 5 to 10 Years of Service: Transition Payment + 1 Gross Monthly Salary or Transition Payment x 1.35;
 - 10 or more Years of Service: 1 Gross Monthly Salary + Transition Payment x 1.4.This means that both the Transition Payment and the (partial) Gross Monthly Salary are paid in proportion to the reduction of the working hours compared to full-time employment. The severance payment is paid in accordance with the graduated scale in Article 6.1(d).
- c) With regard to the reduction of the working hours, the Employer will offer the Employee the possibility of completing a mediation and counselling project for a maximum period of 16 weeks to find other work via the Mobility Centre of the Social Partners. The Employer will then register the Employee at the Mobility Centre of the Social Partners and the Employee will inform the Employer of the progress after the intake. The Employer will make a budget available for this purpose of up to €1,000 (excluding VAT). The invoice for the counselling will be paid directly by the Employer, provided that it is issued in the Employer's name. The Employer will not deduct that amount from the agreed Transitional Payment or other payment.
- d) For the purpose of seeking legal advice, on the submission of invoices (in the Redundant Employee's name), the Redundant Employee will receive reimbursement of the legal costs actually incurred, up to a maximum of €500, including office expenses and excluding VAT.

6.3. *UWV* procedure

If the Employer and the Employee fail to reach agreement on the provisions of the Settlement Agreement within ten days after the announcement of redundancy in the Letter of Notification, the Employer will initiate substantive dismissal proceedings at *UWV Werkbedrijf*. In that case the Employee will receive only the Transition Payment, the reimbursement of the costs of legal advice and the mediation and counselling project via the Mobility Centre (referred to in Article 6.1(e) and (f) of this Social Plan).

Signed for approval in Arnhem, the Netherlands, on

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Bas Cornelissen, Managing Director
on behalf of EW

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Chris van Galen, Director
on behalf of EW

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C. Lamberts,
Managing Director of FNV Schoonmaak

.....
J. Kampherbeek,
Managing Director of CNV Vakmensen

