STRICTLY CONFINDENTIAL

STORK
A Fluor Company

Social agreement (hereinafter: the "Agreement") relating to the divestment of the Stork Europe business, as was agreed in the Share Purchase Agreement of September 6th, 2023, between Fluor B.V. (hereinafter "Fluor") and Bilfinger ISP Europe GmbH, Bilfinger Digital Next GmbH (hereinafter Bilfinger), (hereinafter: "the Transaction").

The Parties,

a. **Stork Nederland B.V.** (hereinafter "**Stork Nederland**"), duly represented by Stork Technical Services Holding B.V., on its turn represented by Stork Holding B.V., on its turn represented by its Managing Director with sole authority and Chief Human Resources Officer, Mr. I.J.H. Vermeulen, for and on behalf of **Stork** (as defined hereinafter in recital D), and

b. FNV Metaal, CNV Vakmensen, De Unie and VHP2, duly represented by respectively Mr. M. Sekercan, Mr. A. Bot, Mrs. E. Werger and Mr. R. Schuurman (hereinafter collectively the "**Trade Unions**"),

Stork, Bilfinger and the Trade Unions herein collectively referred to as "**Parties**" or "**Party**" as the case may be.

WHEREAS

A. Fluor and Bilfinger have entered into a Share Purchase Agreement on 6 September 2023, relating to the acquisition by Bilfinger of Stork (the Transaction).
B. It is envisaged that the Transaction will have consequences for employment (as defined in recital D).
C. The employment consequences for Stork have been subject of various discussions between Parties.
D. Parties wish to record in this Agreement what the employment consequences are for the employees of Stork Nederland, Stork Turbo Services B.V., Stork Turbo Blading B.V., Stork Gears & Services B.V., Stork Thermeq B.V and Stork Asset Management Technology B.V. in the Netherlands (hereinafter collectively referred to as "**Stork**"), in connection with Transaction.
E. The content of this Agreement is the result of consultations between the parties in the context of the SER merger code of conduct, and article 6.8.2 of the Collective Labour Agreement for the Metalektro.

Agreement

1. Collective Labour Agreement

The Collective Labour Agreement Metalektro applies to Stork and will remain to apply to Stork, after closing of the Transaction, except for Stork Asset Management Technology B.V. ("**AMT**"), as the Collective Labour Agreement Metalektro is not applicable to AMT pre-closing of the Transaction.

2. Employee handbook, Pension plan(s) and all employee 'terms and conditions

All the employees' terms and conditions under both individual and collective agreements, including but not limited to the relevant (industry) pension plan(s) and Stork's employee handbook, as applicable to Stork's employees prior to the closing of the transaction, will remain unchanged and in full force after closing of the Transaction, with the exception of any terms and conditions that cannot reasonably be continued as a result of Stork becoming part of Bilfinger.

As a result of the Transaction, Bilfinger presently does not intend to make any changes to the employment conditions of Stork's employees.

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3. Health insurance

Stork has entered into an agreement with Zilveren Kruis Achmea, under which employees can receive a discount on the premium for a personal health insurance. Post-closing of the Transaction, this agreement with Zilveren Kruis will remain in place.

4. Employment

4.1. As a direct result of the Transaction, there will be no employment or employment related consequences for Stork employees, except for the consequences described in article 4.3 of this Agreement.

4.2. In the period following closing of the Transaction, Bilfinger considers integrating their current and Stork's organizations in Belgium and the Netherlands. During 24 months after closing of the Transaction, there will be no redundancies in operational roles, as a direct result of the Transaction or any intended integration of the businesses with Bilfinger. Operational roles are defined as: (i) Solution/Service/Production Centers; location management, location functional support and shop staff and craft and (ii) all field-based staff and craft.

4.3. For the long-term health of the new combined organization in the Netherlands and Belgium, Bilfinger envisages, developing a restructuring plan for a combined (functional) overhead organization of Stork and Bilfinger in the Netherlands and Belgium. Parties agree that, if such post-closing combined (functional) overhead organization leads to redundancies in Stork in the Netherlands, within a period of 24 months after closing of the transaction, the appropriate (combined) works councils of Stork and Bilfinger in the Netherlands will be consulted in the development of the combined plan in accordance with applicable law and the applicable collective labour agreement(s). Redundancies will be determined with application of the so-called "Afspiegelingsbeginsel" for positions in the combined new (functional) overhead.

4.4. In case of unforeseen economic circumstances, separate from the transaction or the intended integration of Stork in Bilfinger, that would justify restructuring within Stork, Stork and/or Bilfinger management can file a request for advice with Stork's works council to apply a redundancy programme that effects Stork in the Netherlands.

4.5. Bilfinger will in any event observe the relevant local laws and regulations in respect of employment (including any applicable collective labor agreements).

5. (Extended) Application of Stork's Social plan

In case of any redundancies, as described in article 4 of this agreement, in a period of 24 months post-closing of the Transaction, Stork's Social Plan as it currently exists will apply even though such redundancies take place post 01 January 2025.

Parties agree that, when the final closing date of the Transaction is determined (i.e. all conditions precedent as part of the Share Purchase Agreement of September 6th, 2023, have been met), to promptly sign an extension of the Stork Social Plan to align the 24 months term as mentioned in article 4.2 and 4.3 with the validity term of the Stork Social Plan.

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6. **Changes to the terms and conditions of employment**

Amendments, if any, will be dealt with by Stork and/or Bilfinger after closing in accordance with applicable law and the applicable collective labor agreement, and therefor in consultation with the relevant trade unions or employee participation.

Signed in Utrecht, on 15 January 2023,

FNV Metaal

M. Sekercan

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CNV Vakmensen

A. Bot

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De Unie

E. Werger

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VHP2

R. Schuurman

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Stork Nederland B.V. (for and on behalf of Stork)

I.J.H. Vermeulen
Chief HR Officer and Managing
Director Stork Holding B.V.

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For acknowledgement and agreement on behalf of Bilfinger:

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Juergen Liedl, President Engineering & Maintenance Europe and Member of the Group Executive Management

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Thierry Burki, President Bilfinger E&M Be/Ne

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Pieter Schell, HR & HSE director Bilfinger Be/Ne

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Juergen Liedl, President Engineering & Maintenance Europe and Member of the Group Executive Management

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Thierry Burki, President Bilfinger E&M Be/Ne

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Pieter Schell, HR & HSE director Bilfinger Be/Ne

Stork Nederland B.V. is registered with the Chamber of Commerce under number 50302345