

SOCIAL SCHEME IN CASE OF REDUNDANCY (SBR)

1 July 2022 – 1 July 2024

The undersigned:

- Heineken Netherlands Supply B.V with its registered office in Amsterdam, hereinafter: "HNS",
Heineken Nederland B.V. with its registered office in Amsterdam, hereinafter: "HNL Commerce",
Vrumona B.V., with its registered office in Bunnik, hereinafter "Vrumona" and
Heineken Group B.V., with its registered office in Amsterdam, hereinafter: "HEINEKEN".

hereinafter referred to as "the employer", on the one hand,

and

- FNV, with its registered office in Utrecht;
CNV Vakmensen.nl, with its registered office in Utrecht;
De Unie, with its registered office in Culemborg;
MHP-Heineken, with its registered office in Amsterdam;

hereinafter referred to as "the trade unions", on the other

whereas,

- * within the framework of the development in employment that has been identified by the employer, a scheme is required to deal with the material and social consequences relating thereto;
- * the ambition is to guide employees from work to work, i.e. work with the employer or elsewhere;

hereby confirm having agreed as follows.

CONTENTS

Chapter I: INTRODUCTION	4
1. Definitions and general provisions	4
2. Applicability	6
3. Rights that can be derived from this agreement.....	6
4. Hardship clause.....	7
5. Disclaimer.....	7
6. Registration as cla.....	7
7. Dismissal Committee	7
Chapter II: REDUNDANCY	8
1. Procedure	8
1.1 Redundancy selection criteria.....	8
1.2 Redundancy notification	9
2. Outplacement.....	9
2.1 General.....	9
2.2 Outplacement process	11
3. Transfer.....	12
3.1 Basic principles.....	12
3.2 Notification of transfer.....	12
3.3 Suitability of the position.....	12
3.4 Outplacement leads to transfer.....	13
3.4.1 Travelling expenses scheme	13
3.5 Special provisions upon termination of the employment contract after transfer	14
4. Compensation upon termination of employment contract.....	14
4.1 Outplacement successful.....	14
4.1.1 Return guarantee.....	15
4.2 Outplacement not successful	15
4.3 Retirement scheme for older employees.....	16
4.4 Changes in pension legislation/Pension scheme.....	18
5. Special rules upon termination of employment contract	19
Chapter III.....	21
Entry into force and duration of the SBR.....	21
Chapter IV	22
Social Monitoring Committee	22
Chapter V	23
Assessment Committee.....	23
Annex I: The relocation scheme.....	24
1 Purchase of a house	24
1.2 Rent allowance scheme (housing subsidy).....	25
1.3 Transport and refurbishing costs.....	27
1.4 Board and lodging allowance.....	27

1.5	Children living at home	27
1.6	Early relocation	27
1.7	Concurrency with other schemes.....	28
1.8	Special provisions in case of termination of the employment contract after transfer	28
Annex II: Regulations Dismissal Committee.....		31
1	Definitions	31
2	The Dismissal Committee and its members.....	31
3	Secretariat	33
4	The procedure with the Dismissal Committee	33
5	Submission of a request	34
6	Defending against a request	35
7	Submitting further responses	35
8	Judgment by the Dismissal Committee.....	36
9	The ruling	36
10	Possibility to appeal	36
11	Report.....	37

Chapter I: INTRODUCTION

1. Definitions and general provisions

Where the male form is used in this Social Scheme in Case of Redundancy (hereinafter: "SBR") the female form is implied as well.

In this SBR the following terms shall be understood to have the following meanings:

- *Basic purchase price:*
the land purchasing costs and contract price, including construction period interest, plus vat.
- *Employer:*
Heineken Netherlands Supply B.V., Heineken Nederland B.V., Vrumona B.V., Heineken Group B.V.
- *Employee:*
the natural person employed in a job categorized in job grades 1 up to and including 45, or in the Sales Reward salary groups 0 up to and including V, who, by virtue of an employment contract, is in the service of the employer for an indefinite period and who works in the Netherlands.
- *Home residence:*
a building or a part thereof that is rented by or owned by the employee and is intended as a place of residence for such employee and his family, if any.
- *Immediate vicinity of the new site:*
at a distance of at most 10 km of the new site, established in accordance with the so-called postal code system.
- *List of Rates:*
the most up-to-date List of Rates as published on AskHR.
- *Location:*
the place in the Netherlands in which a site is located.
- *Management:*
the management of the employer.
- *Month:*
a calendar month.
- *Monthly income:*
monthly salary plus any shift work bonus, personal job allowance and reduced shift work bonus.
- *Monthly salary:*
the most recently received fixed gross salary per month.
- *Place of work:*
the place designated by the employer in which the employee normally carries out his work.
- *Postal code system:*

the system that is applied in order to calculate an allowance for home-to-work travel costs in conformity with the "Home-to-work travel scheme" of the employer ('Tensing').

- *Purchase price:*
the basic purchase price plus purchasing costs payable by the purchaser.
- *Purchasing costs payable by the purchaser:*
the costs of the National Mortgage Guarantee Scheme, valuation costs, estate agent's commission, transfer tax, land registry duty, mortgage deed costs, commission of the lending institution, cost of the deed of transfer and vat payable on the aforesaid (insofar it is demonstrated that payment of these costs is obligatory by virtue of the transfer).
- *Redundancy:*
the situation in which:
 - a) the job in which the employee works is discontinued as a result of the termination of (business) activities;
 - b) the job in which the employee works is discontinued as a result of the reduction of and/or major changes in (business) activities;
 - c) the employee's job content changes as a result of a reorganisation and the employee cannot, in the employer's opinion, reasonably comply with the changed requirements for the job;
- *Redundancy pay formula:*
the statutory transition allowance topped up to the amount resulting from the calculation of the formula $A \times B \times C$, where:
A= the weighted average number of service years* as at the termination date of the employment contract;
B= the gross monthly income as at the first day of the month in which the fictitious period of notice will start, plus 8% holiday bonus;
C = 1.

* *Weighted service years:*

in order to calculate the number of weighted service years, the service years are weighted as follows:

- Each service year worked up to the age of 35 = 0.5
- Each service year worked from the age of 35 to the age of 45 = 1
- Each service year worked from the age of 45 to the age of 55 = 1.5
- Each service year from the age of 55 = 2

For the calculation of the number of weighted service years, the service period is rounded to whole years, with periods up to six months being rounded down and periods over six months being rounded up.

- *Service years:*
the number of service years is determined by the final day of the employment contract. A service year is understood to be a full year that has been worked in the service of the employer, on the understanding that a period of six months and one day or more of service is regarded as a full service year. Consecutive periods of more than fifteen calendar days are counted as a full month.
- *Settlement agreement:*
an agreement between the employer and the employee which in any case includes the date on which the employment contract will end by mutual consent and in which the other conditions of the

employment's termination will be arranged, as they arise from this SBR and the Collective Labour Agreement (hereinafter 'cla').

- *Site:*
a company in the Netherlands of which, HNS, HNL Commerce, Vrumona, HEINEKEN is the employer, or a part of such company. If there are several companies in one location, these are considered to be one single site.
- *Transfer:*
 - a) a transfer of an employee or employees, on grounds of redundancy, to another job within the same site;
 - b) a transfer of an employee or employees, on grounds of redundancy, to a site other than that in which the employee or employees to be transferred is or are working;
 - c) a transfer of an employee or employees, as a result of a reorganisation, to a site other than that in which the employee or employees to be transferred is or are working;
- *Travel allowance scheme:*
the scheme applied by the employer, as published on AskHR, by virtue of which an allowance is given to employees who have to make business journeys for the purpose of performing their job.

2. Applicability

This SBR is exclusively applicable in cases where redundancy can be said to exist. The contents of the SBR will not be declared to be applicable to the employee who:

- has been moved from his regular place of work to be temporarily employed at a site that is to be closed down or relocated;
- is employed at a site or in a department that is to be closed down or relocated, but who upon entry into service had already been allocated to a different normal place of work;
- is already residing in the immediate vicinity of the new site to which he is being transferred, insofar as this relates to the provisions set out in chapter II, section 3.4;
- has been fully disabled for work for a prolonged period of time and is not performing work.

3. Rights that can be derived from this agreement

An employee will not be redundant, unless this has been confirmed in writing and an SBR has been declared applicable.

An employee may only derive rights from this SBR, if he has been notified by the employer of his redundancy in writing and when, in that respect, this SBR (2022 – 2024) has been declared applicable.

The employee who has thus been declared redundant may derive rights from this SBR from the date of redundancy as set out in the written notification, with due regard for the other provisions in this SBR.

It is possible that an employee will be notified of his redundancy during the applicable term of this SBR (2022 – 2024), whereas a previous SBR will be declared applicable. This is only possible in the event that the redundancy follows from a Request for Advice, in which it is confirmed that the respective previous SBR applies. In that event, the previous SBR is exclusively applicable. The applicability of the previous SBR, excludes applicability of this SBR.

An employee may also derive rights from a part of this SBR in those cases where the employer has confirmed this to the employee in writing and specifically states which part of this SBR is applicable to

him, and with effect from which date.

4. Hardship clause

In the event of unreasonable and/or inequitable circumstances, it is possible – in specific cases – to depart from the contents of this SBR. The power to decide on this rests solely with the Director HR/People/HR Manager of the applicable employer and/or the Chief People Officer. This decision is not open to appeal. Application of the hardship clause does not create a precedent.

5. Disclaimer

If and insofar as statutory measures affect the agreements reached within the scope of this SBR, the employer shall consult with the trade unions and the parties undertake to make alternative or, as the case may be, supplementary agreements within two months of this situation becoming apparent to either party.

If the Human Rights Board (previously: Equal Opportunities Commission) or the cantonal court determines that one or more of the provisions of this SBR is in breach of the Equal Opportunities Act, the employer shall consult with the trade unions and the parties undertake to make alternative or, as the case may be, supplementary agreements within two months of this situation becoming apparent to either party.

If the cantonal court rules that as a consequence of any changes in legislation and/or regulation concerning dismissal one or more of the provisions of this SBR conflict with the current legislation and/or regulations, the employer will enter into consultation with the trade unions and the parties undertake to make alternative or, as the case may be, supplementary agreements within 2 months of this ruling.

6. Registration as cla

After the parties have reached agreement on the content, the employer will register this SBR as a cla with the Ministry of Social Affairs and Employment.

7. Dismissal Committee

An independent and impartial (dismissal) committee within the meaning of section 7:671a paragraph 2 of the Dutch Civil Code will rule on requests for consent to terminate the employment contract for economic reasons. In the procedure for granting consent for redundancy, the principle that both parties should have the right to be heard will be respected. In addition, the data presented to the committee will be handled confidentially and in the procedure reasonable time will be granted to the employer and the employee to respond to each other's positions. In addition, the decision on the request for consent will be taken within a reasonable period. Further details about the right of both parties to be heard, confidential handling of the submitted data, reasonable time for the employer and the employee to respond and a reasonable decision period have been determined by the parties in the form of an addendum to this SBR and are attached as Annex III.

Chapter II: REDUNDANCY

1. Procedure

1.1 Redundancy selection criteria

Redundancy is decided on by the Management. This relates both to the numbers of employees (numerical) and to the affected persons (at the level of named individuals).

The basic principles that are applied here are:

- to the extent that criteria, frameworks and/or guidelines for determining redundancy have been agreed with the social partners, such criteria/frameworks/guidelines are decisive;
- in determining redundancy both quantitative and qualitative motives may be considered;
- redundancy is determined for each logically separate cluster within an operating company (for example, a department, a business unit, a job function/functionality);
- jobs are filled firstly on the basis of suitability (the principle of the right man/woman in the right place, and the principle of being willing and able) and, secondly, on the basis of the needs of the operating company as established by its Management (number of FTEs, and the content of the jobs);
- in the case of quantitative redundancy, the guiding principle will be article 11 (mirroring principle) as included in the rules adopted by the Minister of Social Affairs and Employment and based on article 7:669 paragraph 5 of the Dutch Civil Code with regard to redundancy and the transition allowance (the Dismissal Scheme).

Qualitative redundancy

In the case of qualitative redundancy the following rules will apply:

After completion of the advice procedure with the Works Council(s), or after completion of the information procedure with the Works Council in the event that an advice procedure is not necessary in accordance with the Works Councils Act (in which case the trade unions will be informed at the same time regarding the information procedure), the Management will draw up two overviews for the relevant part of the organisation. One overview shows employees who are qualified to fill the relevant jobs, and the other overview shows those employees who in the opinion of the Management are not qualified or insufficiently qualified. The employees will be informed about this by the Management in a personal conversation. At this stage no final decisions are taken about who will be made redundant, unless an employee already accepts his redundancy at that moment.

In situations where qualitative redundancy exists, selection takes place on the basis of the applicable selection criteria for the relevant jobs. The guiding principles here are:

- a. the applicable job profiles (objectivised); and
- b. whether or not the person can be fully deployed in the job.

In the event of equal suitability, article 11 (mirroring principle) of the Dismissal Scheme will apply.

Follow-up procedure: possible assessments

Employees, who in the opinion of the Management, are not qualified or insufficiently qualified are given the opportunity of demonstrating via an assessment that they qualify for the relevant job, or that they can as yet qualify for such within a reasonable period (6 months).

Within one week after the personal conversation an employee should make known in writing whether he wishes to make use of the opportunity of having an assessment. Employees who do not wish to

make use of this opportunity become redundant in accordance with the procedure as described in section 1.2.

The assessment is carried out by an independent external expert. Assessments are organised per department. The time required to complete them is three weeks at most. The result of the assessment (qualified, qualified within six months or not qualified) is binding. If an employee decides not to disclose the findings of the assessment or not to share them with the employer, the determination or the opinion of the Management will be decisive.

Appeal

No (internal) appeal is possible against the Management's decision on redundancy. At the request of the Management and/or the individual concerned, the Social Monitoring Committees (see chapter IV of this scheme) may be asked for advice. However, this advice can be rejected by the Management provided that it gives the reasons for such. Asking for the advice of the Social Monitoring Committee does not have a suspensory effect; this applies to, amongst other things, the outplacement periods.

1.2 Redundancy notification

The employee is notified of the redundancy in person and will subsequently receive a confirmation in writing by the employer. This written confirmation contains the date of redundancy as well as the reasons for the redundancy. As from the date of redundancy the employee is exempted from performing his regular work, provided he has completed and transferred his work correctly.

2. Outplacement

2.1 General

Vacation hours existing on the date of redundancy will be paid on the first subsequent payment of salary.

Vacation hours accumulated from the date of redundancy to the end of the employment but not used will be considered to have been used at the end of the employment. No ATV will be accumulated from the date of redundancy until the end of the employment.

For employees to whom the flexible budget is applicable the following will apply. Extra Leave hours in the Flexibel Budget ('Benefits Bar') will not accrue from the date of redundancy until the termination date. On the date of redundancy, remaining Extra Leave hours in the Flexibel Budget will be paid out with the next salary payment. If yearly choices were made within the Flexibel Budget, this will be settled and paid pro rata.

An employee for whom redundancy has been established is entitled to outplacement as from the date of redundancy as mentioned in the written confirmation. Outplacement efforts are aimed at placement in another position internally and/or externally. The search for a new suitable position is a joint responsibility of the employee and the employer.

The employer will make efforts to find positions/jobs for redundant employees. The employer facilitates, supports and pays for the costs of outplacement. The employee is obliged during the outplacement process to play a pro-active role and is obliged to do everything possible to find a suitable job, including following a course or undergoing training/retraining aimed at finding a suitable job. Also in view of the complete exemption from work while remaining on full pay during outplacement, the employee will spend the agreed working time on outplacement activities. If in the

opinion of the employer and/or the outplacement office it is (demonstrably) established that the employee has not fulfilled the above-mentioned obligations, then the employment contract with such employee will be terminated, without the employee being able to claim any compensation upon termination of the employment contract as mentioned in this SBR.

In the event of a difference of opinion about the fulfilment of the employee's obligations the procedure mentioned in Chapter V will be applied.

If such is necessary in the opinion of the employer and/or the outplacement office, and it would have added value for finding a new job or position, the employee will be given the opportunity to take part in internal or external retraining and refresher training courses. The costs of this will be borne by the employer (up to an amount of maximum EUR 2,000.– excluding vat).

If and to the extent that, subsequent to the date of redundancy as mentioned in the written confirmation of redundancy, outplacement is not possible for the employee on account of maternity leave or confinement leave or (full) disability for work (the medical opinion of the company doctor of the employer is decisive), then the outplacement period will be suspended for such time as the period of leave or (complete) incapacity for work lasts. The outplacement will be resumed as soon as the employee is able to devote approximately 20 hours per week to outplacement according to the company doctor of the employer.

The suspension of the outplacement period as indicated above does not lead to a higher compensation than as specified in chapter II, paragraph 4.2.

All time that is required for making job applications (and the activities related thereto) will be made available by the employer. The employer shall, during the outplacement period, only pay the travel expenses to and from the outplacement office, the travel expenses directly related to the job application of the employee, and the travel expenses to and from the employer if these are necessary during the outplacement period. The employer will pay for these expenses after the submission of the necessary documents by the employee within one month of these expenses having been made.

During the first three months of the outplacement period the employee will be kept regularly informed in writing about existing internal vacancies in the employer's business.

During the outplacement period, the employee is forbidden, without the employer's written permission, to undertake paid or unpaid activities.

In regards to the criteria, if a job is suitable or not, section 3.3 of this chapter will apply.

In the event of not wishing to make use of outplacement, the employee should give the employer written notice to that effect within two weeks of receiving the written notice of redundancy. In such a case the employee will agree to termination of the employment contract by mutual consent as of the redundancy date. In that case the employee will be entitled to additional compensation in accordance with the graduated scale below:

<u>Outplacement period</u>	<u>Additional compensation (gross)</u>
<u>6 months</u>	<u>3 months' salary</u>
<u>9 months</u>	<u>4.5 months' salary</u>

The additional compensation will be paid simultaneously with the compensation referred to in this SBR.

2.2 Outplacement process

Outplacement takes place via an external bureau. The duration of the outplacement is subject to a maximum period and is laid down in the written confirmation of redundancy.

Period of outplacement

Depending on the sum-total of the age and the number of service years of the employee, the maximum period of outplacement is as follows:

Outplacement period	Sum of age plus service years -----
6 months	< 45
9 months	≥ 45

Method of calculating sum-total of age/service years: first add, then round off, with half a year or more being rounded up, and less than half a year being rounded down. The maximum outplacement period is determined by the sum-total of age and number of service years as at the date of redundancy. No later than three months after the start of the outplacement process, taking into account the applicable term of notice, the employer and employee will sign a settlement agreement which in any case includes the date on which the employment contract will end by mutual consent and in which the other conditions of the employment's termination will be arranged, as they arise from this SBR and the Collective Labour Agreement. The employee will not be entitled to any payment other than on the basis of this SBR and the Collective Labour Agreement. The employee and employer will grant each other full and final discharge in respect of all claims relating to the employment contract's termination.

Additional compensation

If the employee uses outplacement for a period that is shorter than the current outplacement period and therefore leaves employment sooner, the employee will receive additional compensation in accordance with the graduated scale below:

Outplacement period	Period of use	Additional compensation (gross) ---
6 months	> 4 – 6 months	None
	≤ 4 months	1.5 months' salary
9 months	> 7 – 9 months	None
	> 5 – ≤ 7 months	1.5 months' salary
	≤ 5 months	2 months' salary

In the event of finding a position or job elsewhere within the stipulated outplacement period, the employee must inform the employer to that effect as soon as possible. In that case, the employer and employee will sign a settlement agreement as soon as possible by virtue of which the employment contract will end by mutual consent. In that case, the employee will not be obliged to comply with the stipulated term of notice and may arrange for the employment contract to end with immediate effect. The employment contract will end no later than the date on which the employment commences or (if the employee will not be working on the basis of an employment contract) on the date of taking up the position or job elsewhere. This final date is decisive for calculating the entitlement to the outplacement period and as such for the level of any additional compensation. The additional compensation will be paid simultaneously with the compensation referred to in section 4.1.

Hardship clause

The outplacement period amounts to a maximum of six or nine months, depending on the sum of the age and the number of service years of the employee. In the event of extraordinary personal circumstances (demonstrable by means of a statement from the outplacement office and/or the company doctor of the employer) the employee can rely on the hardship clause as referred to in Chapter I, in order to assess whether extension of the outplacement period needs to be awarded and, if so, by how many months.

3. Transfer

3.1 Basic principles

Redundant employees may be transferred to another site or within one and the same site of the employer. In both cases transfer may be accompanied by a position that is different from the position that the employee occupied prior to his redundancy. For employees who have been (are to be) transferred the following rules apply:

3.2 Notification of transfer

Insofar as a suitable position is available in the opinion of the employer, the relevant employee will be notified in writing that he will be transferred, indicating to which site and location he will be transferred to, as well as in which position he will work and what the timing of the transfer is.

The letter will also state whether the contents of the transfer scheme that forms part of this SBR are applicable to the employee. If this is the case, the employee receives a copy of the SBR and the details about the residential and working area and other details of importance to him, such insofar as these have not already been provided previously.

As from the moment of notification of transfer, the employee is given the opportunity during a period of one month to indicate whether he agrees to the transfer. If the employee agrees to the transfer, the employer will finalise the transfer through written confirmation to the employee. In mutual consultation the transfer may take place earlier or later than the time stated in the notification of transfer.

If a suitable position has been found in one of the sites but the employee does not wish to accept this position, the employment contract with the employee will be terminated, without the employee being able to claim any compensation upon termination of employment as mentioned in this SBR.

In the event of a difference of opinion between the employer and the employee about whether or not the internal position that has been found is suitable, the procedure mentioned in Chapter V will be applied.

3.3 Suitability of the position

General

A suitable position is considered to be a permanent position for the full contractual hours.

Outplacement efforts are aimed in principle at looking for a position in the same job class as that prior to the redundancy of the employee. The position the employee works in after the transfer is considered suitable if it is at most two job classes lower than the job class in which the employee was classified prior to his redundancy. If an employee has been personally classified in a higher job class than the job class pertaining to the redundant job, the higher job class forms the basis for determining the suitability of the job. The same applies if an employee has a Personal Job Allowance.

In the event of suitability the redundant employee receives preferential treatment over internal candidates who are not redundant in the case of an internal vacancy.

Level of training and level of experience

The position the employee will start working in after the transfer should link up as much as possible with the employee's level of know-how, training and experience.

Personal circumstances

In assessing whether a dayshift or shift work position offered to the redundant employee is suitable, the employer will, to the extent that this is reasonably possible, take the employee's personal circumstances into consideration. Within the framework of this SBR personal circumstances are understood to mean:

- age (younger people can be considered to be more mobile than older ones)
- family composition
- medical suitability
- working record

In cases where special social/medical circumstances exist, these are objectivised by a doctor/social worker who is specialised in this respect.

3.4 Outplacement leads to transfer

If outplacement leads to transfer of the employee, the provisions of sections 3.4.1 and 3.5 of this chapter are applicable, together with the provisions of Annex I. The employee will only qualify once for the compensations referred to in Annex I.

This chapter and Annex I are not applicable if the new site after transfer is located at a distance of less than 10 km from the old site, established in accordance with the so-called postal code system.

3.4.1 Travelling expenses scheme

Own transportation

3.4.1.1 The employee will receive a travel allowance related to home-to-work travel.

3.4.1.2 The allowance on the basis of own means of transport is calculated on the number of kilometres between his home and the new site.

If the home address is closer to the new site than the former one, the employee receives a travel allowance home address – new site in accordance with the so-called postal code system. The travel allowance is calculated in accordance with the List of Rates.

If the home address is closer to the old site than the new site, the employee retains the travel allowance home address – old site. The additional kilometres to be covered are reimbursed in accordance with the Allowance for Official Travel within the Netherlands (see AskHR). These additional kilometres are compensated until the moment he lives in the immediate vicinity of the new site, subject to a maximum of five years of his actual transfer. A maximum of 70 km single trip applies to these additional kilometres (this concerns a taxable allowance).

If the single trip distance exceeds 70 km, the excess kilometres shall be reimbursed in accordance with the Allowance for Official Travel within the Netherlands, subject to the employee demonstrating that he shall relocate to the immediate vicinity of his new operational base within 15 months of his actual transfer. Extension of this period is permitted

for urgent reasons only. The Director HR/People/HR Manager Manager of the applicable employer and/or the Chief People Officer will decide on the above.

If the employee moves house again in the period after the transfer, but this time on his own initiative, and this results in him living closer to the new site, the number of additional kilometres will be reduced by the number of kilometres that the employee now lives closer to the site. If the employee moves house again in the period after the transfer, but this time on his own initiative, and this results in him living further away from the new site, the number of additional kilometres will not be adjusted and will therefore remain the same. The above will not affect the original maximum period of five years.

Public Transport

- 3.4.1.3 The allowance on the basis of public transport is based on the actual costs of public transport, in accordance with the "Commuting Allowance" (see AskHR).
- 3.4.1.4 Lease car or company car drivers do not qualify for reimbursement of travelling expenses by virtue of this SBR.
- 3.4.1.5 After termination of this travelling expenses scheme, the employee is entitled to the general "Commuting Allowance" of the employer only, subject to him meeting the then current conditions of this scheme.

3.5 Special provisions upon termination of the employment contract after transfer

If the employment contract with the employee is terminated before his actual transfer, the provisions of section 1.8 of the Annex will be applied accordingly.

4. Compensation upon termination of employment contract

4.1 Outplacement successful

If the employee succeeds in finding employment elsewhere within the period set for outplacement, then the employment contract will terminate no later than on the date on which the employee goes to work elsewhere (on the basis of an employment contract or otherwise). To this end, the employee will sign a settlement agreement drawn up by the employer, which will include details such as the date of leaving the employer's service, the amount of gross compensation to which the employee is entitled on the grounds of this SBR, and the fact that the parties grant each other final discharge. The amount of compensation is calculated in accordance with the Redundancy Pay Formula. Any statutory transitional fee will be deemed to have been included in the compensation calculated on the basis of the Redundancy Pay Formula. The compensation will in no case amount to more than the expected loss of income up to the reasonably expected date of retirement, being at the latest the first day of the month after the month in which the employee reached the state pension age (as referred to in the General Old Age Pensions Act [AOW]). This is the so-called capping regulation. In the event of loss of income as referred to in the aforementioned capping regulation, the rights based on the benefit payment to which the employee is entitled pursuant to the Unemployment Act and/or other benefits payments under social insurance law will be taken into account. These benefit payments will be deducted from the compensation. Insofar as this does not lead to tax risks for employer, the severance payment will at least amount to the statutory transitional fee. In those individual cases where employer sees a tax

risk in respect of payment of the statutory transitional fee (for instance the RVU-risk), the severance payment will be calculated in accordance with the aforementioned capping regulation.

The above-mentioned amount of compensation is, where applicable, only paid out to the employee after the expiry of the probationary period (if applicable) with the new employer. The employee must submit a copy of his employment contract with the new employer which includes details of (the duration of) the new probationary period which has been legally agreed or (if the employee will not be working on the basis of an employment contract) a copy of a document showing the required details of his new position (such as the contract).

4.1.1 Return guarantee

The employee who succeeds in finding employment elsewhere within the period set for outplacement but whose new employment contract is terminated during the probationary period (through no fault of his own) (article 7:652 of the Dutch Civil Code) has a return guarantee.

In order to claim the return guarantee, the employee is obliged to inform the employer of such without delay, but at the latest within one week after dismissal during the probationary period, whilst submitting written documentation that shows that the employee was dismissed through no fault of his own. The employee must also submit a copy of his employment contract with the new employer which includes details of the probationary period which has been agreed upon.

As from the moment when the employee returns to the employer, the employee is entitled to outplacement, such to the extent that the period mentioned in section 2.2 of this chapter has still not expired. From the moment when the employee returns until the end of the remaining period of outplacement the employee will receive a salary that is equal to the monthly salary that he last received from the employer. After expiry of this period section 4.2 of this chapter is applicable.

4.2 Outplacement not successful

If the employee does not succeed in finding employment elsewhere within the period set for outplacement, then the employee will, upon termination of the employment contract, be entitled to a gross lump-sum amount of compensation.

The amount of compensation is calculated in accordance with the Redundancy Pay Formula, provided that the employee agrees to termination of the employment by mutual consent. Any statutory transition allowance will be deemed to have been included in the compensation calculated on the basis of the Redundancy Pay Formula.

The compensation based on the Redundancy Pay Formula will in no case exceed the expected loss of income up to the reasonably expected date of retirement (being at the latest the first day of the month after the month in which the employee reached the state pension age, as referred to as in the General Old Age Pensions Act (AOW)). This is the so-called capping regulation. In the event of loss of income as referred to in the aforementioned capping regulation, the rights based on the benefit payment to which the employee is entitled pursuant to the Unemployment Act and/or other benefits payments under social insurance law will be taken into account. These benefit payments will be deducted from the compensation. Insofar as this does not lead to tax risks for employer, the severance payment will at least amount to the statutory transitional fee. In those individual cases where employer sees a tax risk in respect of payment of the statutory transitional fee (for instance the RVU-risk), the severance payment will be calculated in accordance with the aforementioned capping regulation.

If the term for outplacement has been suspended due to maternity leave or (full) disability for work (as described in Chapter II, section 2.1) this will not lead to an increase in compensation. The starting point for the calculation of the compensation is the original date of leaving employment (excluding the suspension term).

General

If there is a change in the legislation or regulations relating to the payment on account of the employment's termination or if the Unemployment Act is amended, the employer will enter into consultation with the trade unions, and the parties undertake, within two months after the changed legislation has been publicly announced, to make alternative or supplementary agreements on this.

4.3 Retirement scheme for older employees

- 1.a. The following scheme applies to an employee who at the time of termination of employment is aged 61 years or older and has at least 10 consecutive years of service, and who has not yet reached the age of 64, unless the employee opts for outplacement and compensation under the conditions set out in this SBR. This is a one-off option.
- 1.b. This scheme can only be applied to the employee referred to in subsection 1a on the basis of mutual consent and at a termination date to be agreed in further detail (always as of the first of the month). Participation is therefore voluntary and, instead of this scheme, the employee may opt for outplacement and compensation under the conditions described in the SBR. This is a one-off option. The agreements will be laid down in writing.
- 1.c. An employee who at the time of termination of employment is aged 61 years or older but who does not have at least 10 consecutive years of service, will be entitled – from the date of redundancy stated in the written redundancy notice – to outplacement and compensation under the conditions set out in this SBR. No concurrency or cumulation with article 3.4 of the Towing Scheme ('Versleepregeling') of employer will apply (if and insofar as applicable).
- 2.a. From the moment that the employment contract is terminated by mutual consent until the first day of the month following that in which the employee reaches the age of 64 years, the person concerned will receive a gross benefit (the benefit) from the employer which amounts to 80% of the gross monthly income, as stated in the definitions, increased with 100% of the gross old age allowance (if applicable), on the understanding that the monthly salary (excluding the old age allowance) of employees in FG 1 to 25 inclusive will be divided by 1.12 (formerly referred to as the bonus). The compensation that the employee receives due to the ending of the Transitional Scheme for Voluntary Early Retirement lapses with effect from the day on which the employee makes use of this scheme.

For employees in job classes 2, 3 and 4, the minimum level of the gross basic salary amounts to € 2,937.– (01/01/2022) in the case of full-time employment. The gross basic salary is 80% of the monthly salary, including holiday allowance, but excluding any shift work allowance and/or reduced shift work allowance. The shift work bonus or reduced shift work bonus, if any, is calculated for the employees concerned on the basis of the regular gross monthly salary, and not on the basis of the above-mentioned gross basic salary of € 2,937.– (01/01/2022).

- 2.b. The sum of the gross basic salary referred to in the preceding paragraph will be indexed annually on the basis of general pay developments at the employer.
- 2.c. Until the first day of the month following that in which the employee reaches the age of 64 years, the general salary increases that are applicable to comparable categories of employees

still in active service will be included in the calculation.

2.d. Once a year a holiday bonus is paid out on the gross benefit and the percentage of this bonus is equal to the percentage that is applicable to employees still in active service, except where mandatory government measures prescribe otherwise.

3.a. After termination of the employment contract, the employee can continue to make use of the employer's group health care insurance (including the group discount). After the termination of the employment contract, the employee will not be entitled to an employer's contribution (in money or in remuneration from an employer or supplementary package). From the moment that the employee makes use of this scheme until the first day of the month following that in which the employer reaches the age of 64 years, the employer shall continue to pay the income-dependent premium for the basic insurance.

3.b. When using this scheme, the employee remains a participant in the Pension Scheme I of the Heineken Pension Fund until the first day of the month following that in which the employee reaches the age of 64 years. The pensionable salary as determined in article 4 of the Pension Scheme I will be adjusted in line with increases received in accordance with article 2.b. of this scheme.

The premium allocation which applied before this scheme came into use remains applicable. If pension entitlements are built up with another employer, these will be deducted from the pension built up over the same period with the Heineken Pension Fund, provided that they do not exceed the latter, whilst any pension contribution that is payable by the person concerned may qualify for full or partial compensation.

4. The employee is obliged to inform the employer before he accepts full-time or part-time employment elsewhere. If the aforesaid information is not provided or not provided in a timely manner, the right to the benefit lapses. Gross income from full-time or part-time employment elsewhere will be deducted from the gross benefit on an equitable basis, but for at most 75%. Any benefit received by virtue of the social security acts will be deducted from the benefit in full.

The employee is obliged to provide the employer with the information needed for the implementation of this scheme.

5. The Beer and Soft Drinks Scheme will remain in force as usual until the moment when the person accepts employment elsewhere.
6. Upon inclusion in the present scheme the right will lapse to qualify for the other schemes available to active employees, except where stipulated otherwise in the relevant schemes.
7. After termination of the employment contract the employee may (continue to) use the car insurance taken out or to be taken out via the employer.
8. After termination of the employment contract the employee may remain a member of the HEINEKEN Personnel Association(s).
9. If the employer concerned dies, his widow or her widower or – in cases where the next-of-kin is not a widow or widower but children of minor age – the legal representative of such children, or the persons to whom such accrues by virtue of the statutory provisions, will be paid an amount equal to three times the gross monthly income, which will include the benefit for the month in which death occurred, yet never for longer than the period during which person concerned would have been entitled to income from the employer during his lifetime. These amounts include any statutory death benefits that have been paid.
10. On the first day of the month following that in which they reached the age of 64 years, the employee can have their retirement pension made payable according to the provisions of the Pension Scheme I of the Heineken Pension Fund.
11. This scheme concerns a transitional measure for the term of this SBR which applies up to and including 30 June 2024. The scheme lapses after this date.

4.4 Changes in pension legislation/Pension scheme

If changes occur in legislation and/or in the Pension scheme of the employer and if these affect and/or may affect the implementation of the 61 years scheme, the employer will consult the trade unions and the parties undertake to make supplementary agreements within two months after the changes that have taken place in the legislation and/or the Pension Scheme of the employer have become known.

5. Special rules upon termination of employment contract

The procedure for terminating the employment contract is initiated by the employer at such a time that the employment contract terminates (depending on the outplacement term of) at most 6 months or 9 months after the moment of the date of redundancy as set out in the written confirmation. As regards the notice of termination of employment, which will be confirmed in writing, the statutory notice periods will be observed or the notice periods that contractually have been agreed upon. In the event of termination of the employment contract or redundancy in view of the SBR, HNS, HNL Commerce, Vrumuna and HEINEKEN B.V. are considered as one employer.

If an employee is declared redundant and/or the employment will consequently be terminated, the employee will have no claim to any compensation under the SBR if, after having been declared redundant or after the termination of his employment with one of the employers as mentioned in this SBR, he enters into the employment with one of the other employers as referred to in this SBR.

Subsidy for study costs

Upon termination of the employment contract by virtue of this SBR, the allowance for study costs that the employee has received from the employer will not be claimed back from the employee.

Repayment of HEINEKEN loans

Upon termination of the employment contract by virtue of this SBR the remainder of the loan becomes immediately repayable on demand and the employee is obliged to repay the loan at once, except in cases where special circumstances exist. The Director HR/HR Manager of the applicable employer and/or the Chief HR Officer will decide on this matter.

This decision is not open to appeal.

Non-competition clause

Upon termination of the employment contract by virtue of this scheme the non-competition clause ceases to be effective.

Confidentiality clause

Upon termination of the employment contract by virtue of this scheme the confidentiality clause will continue to apply in full.

Long-service bonus

The employee will retain the right to the long-service bonus, if the date of the anniversary (25 – 37.5 – 50 years) falls within one year of the employment contract's termination pursuant to this SBR. The long-service bonus will be paid at the end of employment, in accordance with the applicable tax legislation and regulations. The employee cannot derive any rights from the anniversary badge (jubileuminsigne), a reception/alternative celebration or selection from the range of beer and soft drinks.

STI / LTI

Participation in the Short Term Incentive plan respectively the Long Term Incentive plan, as included in the Senior Management Reward Policy, terminates on the redundancy date respectively the termination date of the employment contract. Any payment in this respect will be made in accordance with the Senior Management Reward Policy.

Employees employed at HEINEKEN and who are entitled to the Short Term Incentive plan but who are not eligible for the Senior Management Reward Policy, the HEINEKEN Group Reward Structure applies. Employees employed at HNS, HNL Commerce and Vrumona with a STI entitlement who are not eligible for the Senior Management Reward Policy, the Heineken Beloningsstructuur applies.

Chapter III

Entry into force and duration of the SBR

This SBR enters into force on 1 July 2022 (immediate effect) and is valid up to 1 July 2024. If this SBR has not been replaced or modified on the latter-mentioned date, the provisions of this SBR will remain applicable until such time as a new or modified SBR enters into force, or until – following reasonable consultation – one of the parties has notified the other party in writing that it is in its opinion not possible to reach an agreement. In the latter case the SBR will expire on the date of the written notification without notice being required from either party and for employees declared redundant after the date of written notification the rules included in Part 10 Book 7 of the Dutch Civil Code and related provisions (Dismissal Scheme) will apply. The scheme included in this SBR will therefore cease to apply after the date of the written notification as referred to in this article.

Chapter IV

Social Monitoring Committee

A Social Monitoring Committee may be established for each business unit in which redundancy exists. The Social Monitoring Committee consists of at least four members, half of whom are representatives of the relevant Works Council. The Management appoints the other members, including the chairman.

The Social Monitoring Committee meets at regular intervals on the basis of a meeting schedule. It appoints a secretary. The members of the Social Monitoring Committee are bound to secrecy with regard to matters that are dealt with by the committee.

The tasks of the Social Monitoring Committee are:

- to provide information and guidance about the procedure and to answer questions from members of the personnel;
- to monitor the process;
- to monitor and assist individual employees;
- to identify situations for which no provision is made in the SBR and to notify the Assessment Committee of such;
- to give advice to the Assessment Committee on complaints about the implementation of the SBR.

The Social Monitoring Committee may, at the request of the Management and/or the employee, give its advice on the decision relating to the redundancy of an employee. The Management may depart from this advice provided that it gives motives for such. The Social Monitoring Committee issues a written recommendation within two weeks after it has been asked to give its advice.

Requesting advice does not have a suspensory effect. This applies to, amongst other things, the outplacement periods as referred to in Chapter II, section 2.

Chapter V

Assessment Committee

In addition to the Social Monitoring Committee(s) one Assessment Committee for the employers mentioned in this SBR will be established.

The Assessment Committee is composed of equal numbers of employee and employer representatives. The committee will consist of at most 8 members including a chairman, of whom four members will represent the relevant trade unions. The employer appoints the chairman.

Advice

Requesting advice does not have a suspensive effect. This applies to amongst other things the outplacement periods as referred to in Chapter II, section 2.

The Assessment Committee gives its advice in the following cases:

- in the event of a difference of opinion about the term "suitable position" in cases of internal placement in another position;
- in the event of a difference of opinion about whether the employee or the employer is complying with the obligations set for the outplacement;
- in the event of a difference of opinion about the way in which the SBR is being implemented;
- in situations for which no provision is made in the SBR;
- in cases where an appeal is made to the hardship clause.

The Assessment Committee provides the Director People/HR/HR Manager of the applicable employer with its recommendation within 1 month after it has been asked for its advice.

The Assessment Committee gives its advice in writing.

The Director People/HR/HR Manager of the applicable employer provides a written decision, , within fourteen days of receiving the written advice. This decision is not open to appeal.

Information

At periodic intervals information will be provided to the Assessment Committee and the trade unions.

Annex I: The relocation scheme

1 Purchase of a house

An employee who has bought a house in the immediate vicinity of the new site within 15 months after having been transferred and has taken up residence in that house within the said period after transfer is eligible to claim:

- one of the two house purchase subsidies (sub a or sub b)
- a loan, and
- a bridging loan

1.1.1 House purchase subsidies

- a. A (gross) house purchase subsidy of 11% of the basic purchase price of the new home, as compensation for the costs payable in relation to the purchase of the new home. This purchase subsidy will be provided on the basis of the basic purchase price, subject to a maximum in accordance with the List of Rates. The purchase subsidy is granted to the employee after providing evidence indicating the purchase of the house and that the employee takes up residence there within a term of 15 months.

The employee can obtain this house purchase subsidy in one of the following ways:

- In the form of a gross payable sum, which will be subject to the normal deductions, or
- In the form of a gross loan which will be subject to an annual remission of 12.5% (subject to the normal deductions). Accelerated remission can take place at the request of the employee. The current deposit interest rate shall be calculated on the loan amount and/or the remainder thereof.

- b. A (gross) house purchase subsidy of the basic purchase price of the new home granted for a period of four years and amounting to 3% of the basic purchase price per year. This purchase subsidy is provided in accordance with the provision of sub a.

1.1.2 Loan

A loan can be obtained at 25% of the purchase price of the new home, subject to a maximum in accordance with the List of Rates. The sum of the mortgage amount, own means which shall be deployed for payment of the purchase price and loan amount can never exceed the purchase price of the new home.

The interest payable on the loan will be equal to the deposit interest rate at the moment the loan is taken out (in accordance with the List of Rates). The loan must be repaid prior to reaching retirement age or within 15 years, whichever occurs first.

Immediately upon receipt of the loan, the employee must take out an insurance contract to cover the risk of declining capital in respect of the amount made available by the employer and with due observance of the conditions applicable to that end.

The loan will only be awarded to the employee, after it is considered proved that the granted mortgage meets above requirements.

1.1.3 If it appears that the transfer of the house concerned has not taken place (in a legally valid manner), any amounts paid out by virtue of the subsidy and/or loan will immediately become due and payable without a notice of default.

1.1.4 Bridging loan

The employee can qualify for an interest-free bridging loan of up to a maximum of 100% of the sale price of the old home, as stated in the transfer deed, in accordance with the List of Rates. In order to qualify for this loan, the employee must submit documentary evidence of the sale of the old home to the employer. Immediately upon receipt of the loan, the employee must take out an insurance contract to cover the risk of declining capital in respect of the amount made available by the employer and with due observance of the respective provisions of section 1.1.2 of this Annex.

The bridging loan shall be available for a maximum period of one year, starting from the moment that the first amount is withdrawn. The bridging loan shall be interest-free until the sale price of the old home is received, subject to a term of six months. In the event that the term of six months is exceeded, interest equal to the deposit interest rate will be payable for the first three months from the time this term is exceeded. During the subsequent three months, interest equal to that of the deposit interest rate increased by 2% will be payable.

In very exceptional cases, deviation of the terms and conditions of the bridging loan scheme is allowed with approval from the Director HR/HR Manager of the applicable employer and/or the Chief HR Officer.

1.1.5 Costs related to the sale of the old residence

The employee who, within 15 months of the final written confirmation that he is to be transferred:

- Rents a home in the immediate vicinity of the new site, or
- Purchases a home in the immediate vicinity of the new site,

qualifies for gross reimbursement of the demonstrable costs of sale of the old home payable by him, subject to a maximum of 1.5% of the sale price of that home.

The sale price is understood to mean the amount received by him for the home, as stated in the transfer deed.

The costs of selling the old house mean: the estate agent's commission, the cost of cancellation of the mortgage deed, the valuation costs and advertising costs, all this subject to the employee demonstrating that these costs have actually been incurred by him.

1.2 Rent allowance scheme (housing subsidy)

1.2.1 The employee who rents a house in the immediate vicinity of the new site and who takes up residence in that house within 15 months after being transferred, has the right to receive a gross rent allowance, provided that the rent of the new house exceeds that of the original house.

The basis for calculating this subsidy is formed by the difference between the old and the new rent at the time of moving into the new home. To calculate the difference between the old and the new rent, the new rent shall be subject to a maximum. The maximum rent allowance is calculated on the monthly salary of the month in which residence in the new house is taken up. This maximum amounts to 25% of the monthly salary. The maximum rent allowance is included in the List of Rates.

The rent is understood to mean the base rent plus service costs, but excluding the costs of supplying water, gas, electricity and other forms of energy, immovable property tax, central antenna connection, telephone, etc.

The rent subsidy shall be reduced by the amount of any state housing benefit or rent moderation in respect of the new house.

- 1.2.2 If the employee has physically moved house within 15 months after having been transferred he is entitled, with due observance of the provisions of section 1.2.1 of this Annex, to claim under the following rent allowance scheme, which is based on the difference between the new and old rent in accordance with the percentages stated below:

1st year: 100%, 2nd year: 90%, 3rd year: 80%, 4th year: 70%, 5th year: 60%, 6th year: 45%, 7th year: 30% and 8th year: 15%.

- 1.2.3 If the rent of the newly occupied home is increased or reduced by a certain percentage, the same percentage will be applied to the rent of the original home.

The difference between these increases will be included in the calculation of the base rent as from 1 July of any year.

The employee must notify the employer thereof amply in advance and submit the necessary documentation. Failure to do any of this in time shall result in the right to adjustment to lapse.

- 1.2.4 Subject to meeting the conditions of section 1.2.1 of this Annex, an employee living in an owner-occupied house prior to his transfer, selling this and renting a house in the immediate vicinity of the new site, also qualifies for rent allowance. The rentable value of his former owner-occupied house will be assessed by a sworn valuer, whereby the value when occupied shall serve as departure point. The valuation costs shall be payable by the employer.

- 1.2.5 The rent allowance determined by the employee will only be made available to him subject to the employee having sufficiently demonstrated through documentary evidence that the rent of the previous house and that to be occupied by him are or have indeed been payable by him. Employees referred to in section 1.2.4 of this Annex are only obliged to demonstrate the actual rent of the residence to be occupied by them.

- 1.2.6 If double rent is temporarily due, the first month's rent of the new house shall be payable by the employer. Subsequently, for a maximum period of two months, 50% of that rent shall be payable by the employer and 50% shall be payable by the employee.

In special cases a solution will be sought in close consultation. The Director HR/ HR Manager of the applicable employer and/or the Chief HR Officer will decide on the above.

1.3 Transport and refurbishing costs

An employee, who, within 15 months after having been transferred, moves house to the immediate vicinity of the new site, within the context of the employment, qualifies for the allowances listed below. A relocation within the context of the employment will in any case apply if, within 15 months after transfer, a relocation takes place from a distance of more than 25 km to a distance that is less than 10 km from the new site, established in accordance with the so-called postal code system.

1.3.1 Reimbursement of travel costs:

The reimbursement of costs linked to the transport, packing and unpacking of the household effects, the premium for the transport insurance of the household effects as well as the travelling expenses of the employee and family members on the basis of a single trip to the new place of residence. The employee must submit a written price specification of the transport costs to the employer in advance, for approval. In addition, the employee will be obliged to present the final invoice to the employer in order to demonstrate that the costs were actually incurred.

1.3.2 Reimbursement of refurbishing/installation costs:

Reimbursement amounts three times the monthly income, subject to a minimum in accordance with the List of Rates. The monthly income for the month in which the new house is moved into shall be taken into account. As part of this reimbursement, two monthly incomes are paid out net.

1.4 Board and lodging allowance

If practical reasons render it impossible to travel to and from the new site on a daily basis (such as too long of a journey time, poor public transport connections), the employee, as from the moment of the actual transfer having been completed, is allowed to stay in a boarding house for a maximum period of two years. In connection with the costs involved, the employee will consult the employer about the choice of boarding house. In the event of home visits during weekends, the corresponding travelling expenses shall be reimbursed in accordance with the so-called postal code system and in accordance with the applicable maximum amounts (as stated in the List of Rates).

1.5 Children living at home

If the employee, within 15 months after the final written confirmation that he is to be transferred, takes up residence in the immediate vicinity of the new site, without a child living at home moving with him, he qualifies for a gross allowance for the costs incurred on behalf of that child for the rental of a room, subject to the maximum detailed in the List of Rates and provided that he can demonstrate the need for renting a room for that child has arisen. This allowance is granted for a maximum period of one year.

1.6 Early relocation

An employee who wishes to relocate to the immediate vicinity of the new site prior to the definitive notification of transfer must obtain prior written approval from the employer in order to qualify for elements of this Chapter.

After he has obtained written approval, the employee also has a right to reimbursement of expenses, until his actual transfer, for travelling between his new place of residence and the site from which he will be transferred as referred to in this chapter II under section 3.4.1.

1.7 Concurrency with other schemes

In the event of concurrency of the transfer scheme with other schemes applicable to the employee, the employer shall ensure that the position of the employee concerned, as a result of the transfer, is not any less favourable compared to the situation in which no (second) transfer had taken place.

1.8 Special provisions in case of termination of the employment contract after transfer

If, subsequent to the transfer, the employment contract is as yet terminated, other than because of the employee's inclusion in the HEINEKEN Invalidity Scheme [HIR], retirement or death, the following provisions will apply:

1. The rent allowance scheme will be terminated with effect from the first day of the calendar month following that in which the employment contract was terminated.
2. The amount of the loan (or the non-repaid portion thereof) referred to in section 1.1.2. of this Annex must be repaid and becomes immediately due and repayable with effect from the termination of the employment contract. The same applies with regard to the bridging loan referred to in section 1.1.4 of this Annex.

If the employee receives a house purchase subsidy in the form of a gross loan as referred to in section 1.1.1 of this Annex, the still unremitted portion of the loan, plus the interest that is payable, will be remitted at one and the same time, unless the employee is demonstrably attributable for the termination of the employment contract.

In cases where the employment contract is terminated because of inclusion in the Invalidity Scheme, retirement or death, separate arrangements will be made by the employer with the person concerned or his next-of-kin where the need for such arises.

If the employment contract with the employee is terminated before his actual transfer, the provisions referred to in this section (1.8 of this Annex) will be applied accordingly.

Annex II: Regulations Dismissal Committee

This addendum is based on the model regulations of the cla dismissal committee, developed by the Association of Employment Law ('Vereniging voor Arbeidsrecht').

Addendum to Chapter I, article 7 SBR: Dismissal Committee

Introduction

Requests of the employers as mentioned in this SBR and these Regulations to be granted permission to give notice to terminate the employment contract on the basis of business economical reasons, should be submitted to the Dismissal Committee in accordance with Chapter I, article 7 of the SBR. This addendum sets out further rules regarding *inter alia* letting both sides to be heard, the confidential treatment of the submitted information, reasonable terms for responses by the employer and employee and a reasonable term to come to a decision.

1. Definitions

Cla: the last applicable collective labour agreement between employer and the trade unions.

DCC: Dutch Civil Code

Dismissal Committee: the committee of members, deciding on requests to be granted permission to give notice to terminate an employment contract

Employee: the employee as defined in the SBR, with due consideration of the stipulations in Chapter I article 2 of the SBR

Employer: Heineken Nederlands Beheer B.V., Heineken Netherlands Supply B.V., Heineken Nederland B.V., Vrumona B.V. and Heineken Group B.V.

Permission: permission to give notice to terminate the employment contract on the basis of article 7:669 paragraph 3, sub a DCC

Request: a request to the Dismissal Committee in accordance with article 7:671a paragraph 2 DCC to give permission to give notice to terminate the employment contract on the basis of article 7:669 paragraph 3, sub a DCC

SBR: the last applicable social redundancy scheme agreed between employer and the trade unions.

2. The Dismissal Committee and its members

2.1 The Dismissal Committee is authorised to give permission, instead of UWV, to give notice to

terminate the employment contract.

2.2 The involved parties of the cla appoint at least six committee members:

- a. Two persons will be appointed after nomination by the trade unions;
- b. Two persons will be appointed after nomination by the employer;
- c. Two persons, the chairman and the deputy chairman, will be appointed after joint nomination by both the trade unions as well as the employer.

2.3 The nominated persons will be selected on the basis of ability and expertise. These persons should meet the following criteria:

- a. They have knowledge of and affinity with (Dutch) employment law and labour relations in general and dismissal law in particular;
- b. They have knowledge of the employment process and business economical processes;
- c. They have knowledge of financial documentation of company results;
- d. They have knowledge of the company of the employer and/or the sector in which it operates;
- e. They have abstracting ability, but are also realistic and have sense of perspective;
- f. They are both verbally and in writing capable of expressing themselves in the Dutch language;
- g. They are available at least six (6) times per year, preferably more often.

2.4 An employee of the employer cannot be appointed as member of the Dismissal Committee during his employment at the employer. An employee of one of the trade unions cannot – if he is in any way involved with the employer contract – during his employment be appointed as member of the Dismissal Committee. The above also applies during two years after the termination of employment. This also counts for persons who, outside employment, perform work for the employer or the trade unions, which is comparable to the work usually performed by employees of the employer or the trade unions.

2.5 When the Dismissal Committee handles a request, the Dismissal Committee will consist of three members, i.e. one member appointed in accordance with article 2.2 under a, one member appointed in accordance with article 2.2 under b and one member appointed in accordance with article 2.2 under c. The chairman, or the deputy chairman if the chairman is unavailable, determines which members will handle a specific request.

2.6 The Dismissal Committee will be supported by a secretariat. Employer will take care of availability of this secretariat. The secretariat will not be part of the Dismissal Committee and is thus also not involved in the decision making process of the Dismissal Committee.

2.7 A member of the Dismissal Committee will be appointed for the duration of the term of the SBR (1 July 2022 – 1 July 2024). An appointment ends prematurely:

- a. On request of the member;

b. On request of the party (employer or trade union) who nominated the person, or on joint request by both the employer as well as the trade unions;

c. if this is necessary due to an amendment of the Dutch law.

2.8 A member who quits as member of the Dismissal Committee will remain authorised to handle a request that was already submitted before the end of his session/appointment.

2.9 A member of the Dismissal Committee will treat information confidentially, advises independently and without any instructions or a binding mandate. To safeguard his independency, the member will notify the secretariat of his possible additional activities. The list of additional activities will be provided in the event the employee or the employer requests such.

2.10 The members of the Dismissal Committee are not allowed to act as an attorney in Dismissal Committee proceedings, or otherwise mingle in the proceedings via parties involved in the process, in the event that they will not act as member of the Dismissal Committee. Furthermore, members of the Dismissal Committee will not participate in the Dismissal Committee in the event that a request is handled in which respect the member is or has been in any way involved or in which respect the member has an interest. Every member has, at all times, the right to be excused to handle a request. In the event a member is excused, the member will be replaced by a member in the same group (as mentioned in article 2.2) as the group in which a member has been excused. In the event that a request is already handled, the request will be suspended in the event a member has been excused until a replacing member has been appointed. Employer and employee will be notified of the suspension and the replacing member.

2.11 The cla parties indemnify the committee members individually for possible claims of the employer, the employee and possible third parties, insofar as the claim follows from the handling of the request and the member cannot be blamed of gross negligence or wilful misconduct.

2.12 A member of the Dismissal Committee will receive a fee and a travel allowance in the event of a meeting of the Dismissal Committee. The amount of the fee is € 200 per request. The amount of travel allowance is € 0.35 per kilometre. These amounts can be amended by the employer and trade unions from time to time. During the meeting the member signs the attendance list. The costs of the Dismissal Committee are borne by the employer.

3. Secretariat

3.1 The secretariat is responsible for the administration of incoming requests, statements of defence and additional documents. The secretariat ensures that members from the Dismissal Committee receive the documents submitted by the employer and the employee, arranges the meetings with the Dismissal Committee and sends the decision from the Dismissal Committee. After processing a request, the documents as sent to the secretariat have a retention period of maximum one year after which they will be destroyed by the secretariat. Persons working on and/or for the secretariat have a duty of confidentiality.

3.2 The secretariat is set up by the employer.

4. The procedure with the Dismissal Committee

4.1 The procedure with the Dismissal Committee will be in writing. An oral hearing is not possible. Submission of the documents will happen electronically (via e-mail). Requests to the Dismissal Committee, a statement of defence and any additional documents and other correspondence must be sent to the secretariat via e-mail, as an attachment and preferably in PDF format, stating a reference as specified by the secretariat (as far as known by employer or employee). The secretariat can be contacted by phone for an alternative option, should submission via e-mail not be possible

Dismissal Committee HEINEKEN
Attn. the Business Support Team van Global
Legal Affairs
Postal code 28 1000 AA Amsterdam

4.2 The procedure with the Dismissal Committee will be conducted in Dutch. Any documents submitted in a foreign language must be accompanied by a thorough Dutch translation unless the documents are in English and only if the Dismissal Committee does not have objections against the submission.

4.3 In principle, from a fair trial perspective, all documents submitted by employer as part of the request will be submitted to the employee. The same applies to documents submitted by employee: these will be submitted to the employer. Business confidential information as substantiation for an investigation can be marked as confidential at the request of the employer and will not be forwarded to employee. In the event such a request is honoured by the Dismissal Committee, employee will be given the opportunity to view these documents at the secretariat during a period of five (5) days to be determined by the Dismissal Committee.

4.4 Employer and employee will pay their own costs incurred due to processing a request including costs from any representatives and/or experts.

5. Submission of a request

5.1 A complete request includes:

- the name and address of the employer, including contact details of the person who submits a request on behalf of the employer;
- the name and address of the employee;
- the email address of the employee (as far as known by employer);
- the date of birth and start date of employment;
- (other) information, data and documents needed for a decision that the employer can reasonably make available;
- Confirmation of applicable notice period for employer.

5.2 A request applies to an individual employee. If the request forms part of a decision in which the employer requests permission to terminate the employment contract of multiple employees, the request can suffice, with regards to economic reasons, with referring to documents that were already submitted to the secretariat and confirmed to be applicable by employer. At first request, documents as referred to in the aforementioned sentence will be (again) sent to the secretariat.

5.3 The request for permission must be complete. Receipt of the complete request will be confirmed in writing to the employer, stating the date on which the complete request is received. If the request is incomplete in the opinion of the secretariat, the employer will be given the opportunity to complete the request within seven (7) days. If the employer does not provide the additional information timely or if the additional information is insufficient, the request will not be processed. The employer will be notified within fourteen (14) days after submission of the initial request.

5.4 If a request has been submitted to the Dismissal Committee but the employer's permission is rejected, a new request will only be processed if new facts and or changed circumstances have been submitted.

5.5 A written request can be withdrawn. The Dismissal Committee confirms the withdrawal to the employee and the employer.

6. Defending against a request

6.1 Unless it is already clear that the request will be refused solely on the basis of the information provided by the employer, the employee will be notified of the request once the request has been received by the Dismissal Committee and when it is complete, indicating the date on which the full request has been received and the names of the three members of the Dismissal Committee. With due consideration of article 4.3 regarding confidential information, the employee will be provided with a copy of the request (including the documents provided by the employer).

6.2 To enable the Dismissal Committee to adequately gather information and ensure a fair hearing, the employee will be allowed to defend himself against a request within a maximum term. This term is fourteen (14) days after the day on which the secretariat has provided the employee with a copy of the request. A copy of the statement of defence will be provided to the employer by the Dismissal Committee. In the event of extraordinary circumstances, the employee can request the Dismissal Committee to grant him an extra fourteen (14) days to defend himself. This can be done a single time.

6.3 The employee is allowed to request (at his own expense) an expert to support him or act on his behalf, in respect of the statement of defence.

6.4 The employer is responsible of delivering the correct contact details of the employee. In the event that no statement of defence of the employee has been received, the secretariat will verify whether the details provided by the employer are correct. Should this not be the case, the employee will be sent an e-mail or letter (taking into account the correct contact details). In the event that, still, no statement of defence is submitted, within the term as described in article 6.2, this will be for the account of the employee.

7. Submitting further responses

7.1 For a further response, the Dismissal Committee can subsequently give the employer and the employee the opportunity to again submit their point of view within seven (7) days.

7.2 If the correspondence of the parties gives reason to do so, the Dismissal Committee can request the employer and/or employee to provide additional details or documents within a term determined by the

Dismissal Committee.

8. Judgment by the Dismissal Committee

8.1 The Dismissal Committee will take into account the statement of defence of the employee and possible further responses of parties in his judgment. The judgment takes place with due consideration of the criteria as included in the SBR and, insofar as the SBR and/or cla does not deviate, statutory stipulations.

9. The ruling

9.1 The deliberation of the Dismissal Committee is not public. Statements made during the deliberation are confidential.

9.2 The Dismissal Committee strives to provide his ruling within four (4) weeks after receiving a full and complete request. To enable a careful consideration and/or as a consequence of not providing a full and complete request by the employer, incorrect contact details of the employee or due to indicating that certain parts are confidential, the ruling could also take place after four (4) weeks.

9.3 The ruling of the Dismissal Committee could be: (i) that the Dismissal Committee is not authorised or that the employer is inadmissible, (ii) giving permission to give notice to terminate the employment contract of the employee, or (iii) refusing the permission. The Dismissal Committee substantiates and signs the ruling.

9.4 If it appears, either on the basis of the request or during the handling thereof, that a prohibition to give notice applies as mentioned in article 7:670 paragraph 1 until 4 and 10 DCC, the Dismissal Committee will not give permission to give notice to terminate the employment contract, unless it can be reasonably be expected that this prohibition will no longer apply within four weeks after the day on which the Dismissal Committee gives its ruling.

9.5 If it is not possible to unanimously decide on a request, the Dismissal Committee will provide its ruling by majority of vote. The Dismissal Committee will not provide any confirmation towards the employer and the employee regarding the ratio of the votes.

9.6 Publication of the ruling of the Dismissal Committee will take place by sending it to the employer with a simultaneous copy to the employee, indicating the date on which the request was received in full. Information by telephone can only be given after the publication. No rights can be derived from information given by telephone.

9.7 The permission to give notice to terminate the employment contract is valid until four (4) weeks after the date on which the ruling has been signed. The employer should give notice in writing and provide the reason of termination.

10. Possibility to appeal

10.1 The cantonal court can, on request of an employee if the employment contract has been terminated after permission, restore the employment contract, or grant a fair compensation. The conditions of such an appeal are part of the stipulations included in the DCC. Also, the DCC includes stipulations regarding appeal against the ruling of the cantonal court and appeal in cassation.

10.2 The employer who has not been granted permission by the Dismissal Committee, can, to request dissolution of the employment contract, also go to the cantonal court. Also in this respect, the DCC includes the possibilities and conditions.

11. Report

11.1 Once per year, the secretariat will draft a report regarding the requests submitted to the Dismissal Committee. In this report, the secretariat will in any case mention (i) how many requests have been submitted, (ii) how many times this has led to permission and (iii) the average duration of handling a request. The report will be sent to the cla parties.