

**AGREEMENT ON THE ESTABLISHMENT OF AN
EUROPEAN WORKS COUNCIL AT DENTSPLY SIRONA**

between

DeguDent GmbH, Rodenbacher Chaussee 4, 63457 Hanau, represented by the managing directors, Thomas G. Leonardi and Jörg Meister and acting as the Representative Agent of the Central Management of the Dentsply Sirona Group of companies in the European Union and the European Economic Area ("**Dentsply Sirona Europe**"), according to Article 4 paragraph 1 of the Directive, as well as Section 2 paragraph 2 sentence 2 European Works Council Act

- "**Representative Agent**" -

and

the Special Negotiating Body, set-up under the terms of the Directive, as well as Sections 8 et seqq. European Works Council Act and comprising the persons named as signatories under this Agreement who have been duly designated, respectively elected according to national laws and practices

- "**SNB**" -

1. OBJECTIVE

The European Works Council of Dentsply Sirona Europe ("European Works Council") shall be a forum for Information and Consultation of the employee representatives and shall promote the dialogue and exchange of views between the Central Management and the Employee Representatives on transnational issues as per the terms of this Agreement.

This Agreement shall be without prejudice to the various national statutory rights and obligations which apply to the various Companies under the respective national laws.

2. DEFINITIONS

"Consultation":

Exchange of views and the establishment of a dialogue between the Central Management, respectively any other appropriate level of management appointed by the Central Management, and the Employee Representatives, at such time, in such fashion and with such content as enables, as far as applicable under Articles 12 and 13 below, the Employee Representatives to express an opinion on the basis of the Information provided about the proposed measure to which the Consultation is related, without prejudice to the responsibilities of the Central Management,

and with a reasonable time, which may be taken into account by Central Management. The Consultation must allow the Employee Representatives to meet with the Central Management, and to receive a reasoned response to their possible issued opinion. All of this applies as per the further terms of this Agreement;

- "Employees": The employees as defined by national law which are affected by the implementation regulation of the directive with the exception of managerial employees as per the laws of each Country;
- "Employee Representative": An Employee of a Company designated, respectively elected to represent his/her Country in the European Works Council according to the respective national laws and practices;
- "Employee Representatives": Two or more Employees of Companies designated to represent their Countries in the European Works Council according to the respective national laws and practices;
- "Exceptional Circumstances": Events of a Transnational nature directly and significantly affecting the interests of the Employees of at least two of the Countries and for which Information and Consultation cannot wait until the next Annual Meeting;
- "Europe" respectively "Europe": European Union and European Economic Area; regardless of the international agreements in detail this should also include Great Britain in the event of a withdrawal from the EU;
- "Company": A company belonging to Dentsply Sirona Europe
- "Companies": Two or more companies belonging to Dentsply Sirona Europe;
- "Transnational": Actions producing direct and significant effects on Employees in at least two Countries.
- "Country": A country in Europe in which at least one Company operates; a group of countries in accordance with Article 6 of this agreement is equal to a country;
- "Countries": Two or more countries in Europe in which at least one Company operates;
- "Management Representatives": The persons appointed from time to time by the Central Management as contact for the European Works Council;

"Directive":	The Council Directive 2009/38/EC dated May 6, 2009;
"Information":	The transmission of data by the Central Management, respectively any other appropriate level of management appointed by the Central Management to the Employee Representatives in order to enable them to acquaint themselves with the subject matters under Articles 12 and 13 below and to examine it. Information shall be given at such time, in such fashion and with such content as are appropriate to enable the Employee Representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for Consultation with the Central Management, All of this applies as per the further terms of this Agreement;
"Agreement":	This agreement on the establishment of the European Works Council;
"Represented Countries":	Countries which are represented by an Employee Representative in the European Works Council;
"Central Management":	Dentsply Sirona Inc., York, PA, USA, which, for the purpose of this Agreement, shall be represented by the Representative Agent and/or any other companies/persons as it may designate;

3. COMPOSITION AND STRUCTURE OF THE EUROPEAN WORKS COUNCIL

The European Works Council shall be established at the seat and on the level of the Representative Agent and shall consist of the Employee Representatives ("**Members of the European Works Council**").

4. COOPERATION BASED ON TRUST

The Members of the European Works Council shall work together with the Central Management purposefully and in good faith as well as mutual trust. They shall have due regard to their mutual rights and obligations as well as due consideration for the interests of all Employees of Dentsply Sirona Europe, the Central Management and its businesses and shareholders.

The Central Management will ensure that Management Representatives of the Dentsply Sirona Group, who bear responsibility for the affected segments, SBU or RCO, will be involved in the Consultation and Information.

5. MANAGEMENT REPRESENTATIVES

The Central Management, at its discretion, will appoint Management Representatives as contact for the European Works Council to carry out the Information and Consultation and will designate one spokesperson ("**Spokesperson of the Management**") who shall act as the representative of the Central Management vis-à-vis the European Works Council.

6. EMPLOYEE REPRESENTATIVES

6.1 Allocation and Designation of Employee Representatives

One Employee Representative shall be allocated for each Country in which the number of Employees employed by one Company or multiple Companies in the aggregate is 50 or higher ("**Minimum Number of Employees**"). A Country in which the number of Employees employed by one Company or multiple Companies in the aggregate exceeds 1,000 shall be allocated a second Employee Representative. A Country, in which the number of Employees employed by one Company or multiple Companies in the aggregate exceeds 2,000, shall be allocated a third Employee Representative. A Country, in which the number of Employees employed by one Company or multiple Companies in the aggregate exceeds 3,000, shall be allocated a fourth Employee Representative.

Countries in which the number of Employees employed by a Company or Companies is lower than 50, will be allocated to a Country with the Minimum Number of Employees, so that a group of Countries with one Employee Representative is formed. Alternatively, such Countries form a separate group of Countries with one Employee Representative of their own.

The Countries, respectively groups of countries, with a representative in the European Works Council at the time of conclusion of this Agreement are listed in **Attachment 1** with the number of their current Employee Representatives.

The Employee Representatives shall be designated, respectively elected in accordance with the respective national law. The designation, respectively election of an Employee Representative for a group of countries shall take place in accordance with the respective national law of the country from which most of the Employees originate. If the Employee Representatives are to be elected in accordance with these regulations, this shall take place within the scope of an electronically supported election process under supervision of the Managerial Committee whereby the candidates for such an election are firstly determined and then the election takes place within the scope of an equal and confidential vote. The mandatory legal regulations of the respective Country for the appointment, respectively election, of the Employee Representatives have to be taken into account.

Eligible as Employee Representatives are only Employees of a Company with at least two years of continuous active service at the time of the designation.

6.2 Term of Office

The term of office of an Employee Representative shall be four years. It shall, however, automatically end prematurely upon the Company at which the Employee Repre-

sentative is employed leaving Dentsply Sirona Europe or upon the end of the employment between the Employee Representative and the Company at which he/she is employed at the time of his/her designation (unless he/she transfers to another Company in the same Country), the Employee Representative resigns from office, if the Employee Representative is a member of an employee representative body in the Country which has designated, respectively elected him/her, upon the end of the term of such membership or, if he/her is dismissed by the employee representative body that has appointed him/her.

Should an Employee Representative's term of office end due to one of the aforementioned reasons, the alternate Employee Representative succeeds him (compare following Article 7); in the event of a dismissal by an Employee Representative body the respective Employee Representative body can appoint a new Employee Representative for the rest of the term along with the dismissal. If the term of office of the successor also ends, then a new Employee Representative shall be designated, respectively elected for the respective Country in accordance with Article 6.1 above. In this case a new alternate Employee Representative (compare following Article 7) shall be designated, respectively elected.

7. ALTERNATE EMPLOYEE REPRESENTATIVES

7.1 Allocation and Designation of Alternate Employee Representatives

For each Country for which an Employee Representative shall be allocated according to Article 6.1 above, also one Alternate Employee Representative shall be designated. For each Employee Representative, for which no Alternate Employee Representative was designated accordingly, an additional Alternate Employee Representative can be designated.

The designation, respectively election of the Alternate Employee Representatives shall be done in the same way, with the same requirements and according to the same rules as the Employee Representatives.

7.2 Term of Office

The term of office of the Alternate Employee Representative shall be the same as the term of office of the Employee Representative for the respective Country. The office shall also end prematurely in cases mentioned under Article 6.2 above. A new election of an Alternate Employee Representative on prior ending of the term of office shall take place at the next election of an Employee Representative in each country.

7.3 Task of Alternate Employee Representatives

The task of Alternate Employee Representatives is to temporarily replace the Employee Representative of the Country he/she was designated for in case this Employee Representative cannot attend a meeting of the European Works Council, or if he/she replaces the Employee Representative if his term of office ends (compare Article 6.2 above).

7.4 **Rights and Obligations of Alternate Employee Representatives**

Regarding their duties the Alternate Employee Representatives shall have the same rights and shall bear the same obligations as the Employee Representatives.

8. **CONSTITUENT MEETING, CHAIRPERSONS**

The constituent meeting of the European Works Council ("**Constituent Meeting**") shall take place in the second quarter of the year 2018 or at a later time by mutual agreement between the Spokesperson of the Management and the chairperson of the Employees.

In the Constituent Meeting the Employee Representatives shall elect a chairperson of the European Works Council ("Chairperson ") and an alternate chairperson and inform the Spokesperson of the Management, accordingly.

The Constituent Meeting shall also be the Annual Meeting for the calendar year 2018. Article 12 below shall also apply to the Constituent Meeting with the exception of Article 12.2 sentences 3 and 4. Date and agenda of the Constituent Meeting shall be coordinated between the Spokesperson of the Management and the Chairperson and thereafter the invitation sent by the Spokesperson of the Management.

All meetings of the European Works Council with the Management Representatives shall be chaired jointly by the Spokesperson of the Management and the Chairperson.

9. **MANAGERIAL COMMITTEE**

9.1 To exercise the rights of the European Works Council according to Article 13 below and to carry out the ongoing activities of the European Works Council according to this Agreement, the European Works Council shall form a Managerial Committee of five Employee Representatives ("**Managerial Committee Members**"). The Employee Representatives in the Managerial Committee shall come from at least three different Represented Countries with not more than two Employee Representatives per Country. One Employee Representative shall be the Chairperson and as such the Spokesperson of the Managerial Committee as well. All Managerial Committee Members shall be competent in the English language.

9.2 The meetings of the Managerial Committee shall be chaired by the Chairperson.

9.3 The Managerial Committee shall meet twice a year (notwithstanding the possibility in accordance with Article 13.2 of this Agreement to call an extraordinary meeting of the Managerial Committee) to discuss ongoing topics of interest regarding Dentsply Sirona Europe in an informal setting outside the formal information and consultation procedure as defined in Articles 12 and 13 below ("**Regular Managerial Committee Meetings**"). The meetings take place at the seat of the Representative Agent, respectively at an operating site in the Rhein/Main region designated by the Representative Agent. On the basis of a proposal by the Chairperson, one meeting per year can take place at a local operating site of a Dentsply Sirona Company in one Country in Europe. In terms of time, one meeting shall take place at a six-month interval from the Annual Meeting if possible and one meeting shall take place near to the Annual Meeting and shall serve its preparation. At least one month before the Regular Managerial

Committee Meetings, the Spokesperson of the Management and the Chairperson discuss the agenda and which information shall be provided for the meetings. The invitation shall be issued jointly by the Spokesperson of the Management and the Chairperson. These meetings shall last half a day each. The Managerial Committee shall also have time for pre- and post-discussions. The timing of the Regular Managerial Committee Meeting with the Management Representatives and the internal pre- and post-discussions shall be agreed by the Spokesperson of the Management and the Chairperson and structured such that the need for one overnight stay shall not be exceeded.

The Employee Representatives in the Managerial Committee may exchange information beyond that and summon a meeting for themselves if this is necessary. This meetings take place via telephone conference, video conferencing, Skype, or similar. A translation in these meetings or of meeting documents is not performed.

- 9.4 As a general rule, all Managerial Committee Meetings including internal discussions shall be carried out in the English language without translation facilities. In the event that the Spokesperson of the Management and the Chairperson jointly determine that translations are desperately required, the respective translation facilities shall be provided for by the Central Management.

10. QUORUM/RESOLUTIONS

There shall be no quorum for the Annual Meeting or Managerial Committee Meetings to be effective.

Any resolutions of the Employee Representatives only shall be taken by a majority of votes of those Employee Representatives participating in the vote, unless provided otherwise by this Agreement. The Management Representatives are not involved in preparing and passing of resolutions by the Employee Representatives.

Insofar as the Employee Representatives or Management Representatives pass resolutions outside of the Annual Meeting and the meetings of the Managerial Committee and the respective pre- and post-Meetings this shall take place by a circulation procedure.

11. COMPETENCE OF THE EUROPEAN WORKS COUNCIL

The European Works Council shall be exclusively competent on issues of a Transnational nature as per the terms of Articles 12 and 13 below. It shall not affect the prerogatives of the Central Management, the management of Companies or any other Dentsply Sirona entity which shall remain solely competent and responsible for business, financial, commercial and technological decisions at local, national or transnational levels. There shall also be no co-determination - beyond the information and consultation rights agreed here - and collective bargaining at the European Works Council.

12. ANNUAL INFORMATION AND CONSULTATION

12.1 The Central Management shall inform and consult with the European Works Council regarding the Transnational topics below concerning Dentsply Sirona Europe. For purposes of this Information and Consultation also Switzerland and Turkey belong to Dentsply Sirona Europe.

- (a) Structure of Dentsply Sirona Europe and financial and economic situation as well as expected development of the Dentsply Sirona group, in particular Dentsply Sirona Europe;
- (b) Strategic direction of the Dentsply Sirona group, in particular Dentsply Sirona Europe, including the probable development of the business in the SBU as well as production and sales, the employment situation and its development including the measures relating to gender equality, major investments and investment programs as well as F&E activities;
- (c) Substantial changes of the organization, in particular mergers, acquisitions, joint ventures and disposals of Dentsply Sirona Europe;
- (d) Introduction of new working methods and production processes including the introduction of substantial new technologies;
- (e) Reorganisation of companies, business units and operations, in particular relocation of companies, businesses or substantial parts of a business as well as relocation of substantial production activities or other substantial business areas;
- (f) Collective redundancies, closure of businesses or substantial parts of a business;
- (g) Key general employee development and training issues, including issues of professional qualification of the Employees concerning Dentsply Sirona Europe;
- (h) Key general health, working safety and environmental issues;
- (i) Major social issues affecting Dentsply Sirona Europe;
- (j) Major competitor activities and market developments.

Regarding the topics (c) through (f) above only those Transnational matters shall be included which directly and significantly affect, or will affect in the foreseeable future, more than 150 Employees in two Represented Countries jointly.

12.2 Information and Consultation as per Article 12.1 above shall be given by Central Management in a meeting of the European Works Council ("**Annual Meeting**") taking place once a year. It shall last one day and shall normally be held within the second quarter of the calendar year following the publication of the Central Management's annual report. The date and the agenda of the Annual Meeting shall be agreed between the Spokesperson of the Management and the Chairperson. The invitation shall be issued jointly by the Spokesperson of the Management and the Chairperson. The invitation shall have been received by the Members of the European Works Council two months before the Annual Meeting. The agenda shall be circulated to the

Members of the European Works Council one month before the Annual Meeting. The Annual Meeting shall take place at the seat of the Representative Agent (Hanau), respectively in the Rhein-Main region at a location designated by the Central Management.

In accordance with the principles under Article 4 of this agreement, the Central Management will ensure that representatives of the Dentsply Sirona Group, who bear responsibility for the affected segments, SBU or RCO, will be involved in the Consultation and Information.

- 12.3 The contents of the Annual Meeting shall be minuted in summary. The minutes shall be agreed upon between the Spokesperson of the Management and the Chairperson and finalized within a period of 4 weeks after the Annual Meeting. The minutes must not disclose any business secrets.
- 12.4 To prepare for the agenda items of the Annual Meeting, the Employee Representatives shall be entitled to hold a preparatory meeting ("**Pre-Meeting**") on the day before the Annual Meeting. On the day after the Annual Meeting, the Employee Representatives may hold a subsequent meeting to de-brief themselves concerning the discussions in the Annual Meeting ("**Post-Meeting**"). The Pre-Meeting and the Post-Meeting shall be scheduled such that the Employee Representatives can arrive from and depart to their locations on the same day the meetings are held, so that in total for the Annual Meeting and the Pre- and Post-Meeting at most two overnight stays are required. Both meetings shall be held at the same place as the Annual Meeting, with the Spokesperson of the Management and the Chairperson convening them with the invitation to the Annual Meeting. The Management Representatives shall not attend the Pre- and the Post-Meeting.
- 12.5 In case the European Works Council wants to express a written opinion to any plan of Central Management regarding the topics according to Article 12.1 above, in particular the topics according to Article 12.1 (c) through (f) it is entitled to do so within three weeks of the Annual Meeting. After the expiry of this period the Consultation process is concluded.

13. EXCEPTIONAL INFORMATION AND CONSULTATION

- 13.1 In case of Exceptional Circumstances, the Central Management shall inform and consult the Managerial Committee. The information and consultation of the Managerial Committee shall be carried out at the latest at the same time as that of each of the national Employee Representatives. "Exceptional Circumstances" shall be:
- (i) The relocation of businesses, substantial parts of a business or companies;
 - (ii) The closure of businesses, substantial parts of a business or companies;
 - (iii) Collective redundancies;
 - (iv) Similar substantial reorganizations of Dentsply Sirona Europe.

Only those measures directly and significantly affecting more than 75 Employees in each of at least two Represented Countries shall be considered Exceptional Circumstances as described above. In Countries with less than 500 Employees it is sufficient if not less than 10% of the Employees are affected, however at least 25. Direct and significant effects in particular are those which affect the existence of the working position or relate to substantial changes of the working conditions.

The information to the Managerial Committee shall be provided by the Central Management in a report ("**Special Report**") to the Managerial Committee. The Special Report shall contain

- a general description of the planned measure,
- the main arguments why Central Management regards the measure as necessary,
- the impacted Countries,
- the number of Employees impacted by Country,
- direct and significant effects on the Employees,
- the timing of the planned implementation of the measures.

After receipt of the Special Report, the Managerial Committee Members can decide whether they want to summon a meeting of the Managerial Committee. This meeting shall take place within a two week period after the receipt of the Special Report ("**Exceptional Managerial Committee Meeting**"). The Central Management shall provide answers to all reasonable questions and comments either before or, if requested, during the Exceptional Managerial Committee Meeting.

Within a four week period after receipt of the Special Report, the Managerial Committee can comment on the envisaged measures in a written opinion. Thereby or if the Managerial Committee accepts the measures or does not comment in writing, the Information and Consultation process is concluded, unless the Central Management deviates from the written opinion by the Managerial Committee with regard to the measures. In this event, the Central Management has to comment in written form by giving reasons to the Managerial Committee within a period of three weeks; in this event, at first with this opinion of the Central Management the Information and Consultation process is concluded.

- 13.2 If an Exceptional Managerial Committee Meeting takes place, it shall last half a day; if necessary as determined jointly by the Spokesperson of the Management and the Chairperson it may last as a maximum one day. The agenda shall be determined by the topic(s) of Consultation as per Article 13.1 above. The date of the Exceptional Managerial Committee Meeting shall be agreed between the Spokesperson of the Management and the Chairperson, so that it can take place in a timely manner. No specific invitation period has to be observed; the period, however, has to be reasonable taking into account the given circumstances.

If possible, the Exceptional Managerial Committee Meeting shall take place by conference call, video conference, skype, etc. If a conference call is not feasible in the given circumstances, the Chairperson can decide, that an in-person meeting shall take place. If an in-person meeting takes place, it shall take place at the seat of the Representative Agent (Hanau) or in the Rhein-Main region, unless the Spokesperson of the Management and the Chairperson agree upon other arrangements.

- 13.3 The contents of the Exceptional Managerial Committee Meeting shall be minuted in summary. The minutes shall be agreed upon between the Spokesperson of the Management and the Chairperson and finalized within a period of 4 weeks after the meeting. The minutes must not disclose any business secrets.

- 13.4 In case the Exceptional Managerial Committee Meeting is held by conference call, or similar, the Employee Representatives on the Managerial Committee shall receive

reasonable time for preparation and a follow-up discussion by telephone conference, or similar. The Management Representatives shall not participate herein.

In case the Exceptional Managerial Committee Meeting takes place as an in-person meeting the Employee Representatives on the Managerial Committee shall be entitled to hold a half-a-day preparatory meeting on the day before the Exceptional Managerial Committee Meeting regarding the agenda item(s) of the Managerial Committee Meeting ("**Exceptional Pre-Meeting**"). It shall be scheduled such that the Employee Representatives on the Managerial Committee can arrive from their locations at the same day. To de-brief themselves on the agenda item(s) of the Exceptional Managerial Committee Meeting the Employee Representatives on the Managerial Committee may hold a subsequent meeting taking also half a day ("**Exceptional Post-Meeting**") if possible to be held on the same day of the Exceptional Managerial Committee Meeting. The Exceptional Pre-Meeting and the Exceptional Post-Meeting shall be held at the same place as the Exceptional Managerial Committee Meeting, with the Spokesperson of the Management and the Chairperson convening them with the invitation to the Exceptional Managerial Committee Meeting. The Management Representatives shall not attend both meetings.

If Information and Consultation on Exceptional Circumstances is given within four weeks before an Annual Meeting, an in-person meeting of the Managerial Committee shall take place in direct temporal connection with the Annual Meeting. If so, the Spokesperson of the Management and the Chairperson agree upon possible changes of the agenda of the Annual Meeting at short notice. The timetable of the Exceptional Information and Consultation as per Article 13.1 shall remain unaffected hereof.

- 13.5 In case the Exceptional Circumstances affect Represented Countries which are not represented by an Employee Representative on the Managerial Committee the Employee Representative of the respective Represented Countries shall be entitled to participate in the Managerial Committee proceedings, as described above.

14. LANGUAGE

In line with Dentsply Sirona's standard practice, the language of the European Works Council is English. For the Annual Meeting translation facilities for other languages shall be provided, as justified needed. All written and oral communication shall be done exclusively in English. If justifiably needed, translations into local language can be provided. This is done near-term upon application to the person appointed by the Central Management.

15. QUALIFICATION

As far as necessary and reasonable, English language training shall be provided to Employee Representatives. This training shall be provided at the respective employment company of the Employee Representative.

Furthermore, training courses can be held which convey knowledge necessary for the Employee Representatives for carrying out activities in the European Works Council. The training needs and participants shall be agreed upon the Spokesperson of the Management and the Chairperson. The training courses are organized centrally and take place in direct temporal connection with meetings of the European Works Coun-

cil or - for Employee Representatives in the Managerial Committee - in direct temporal connection with Managerial Committee Meetings.

16. BEARING OF COSTS

All reasonable costs related to the Annual Meeting and Managerial Committee Meetings shall be borne by the Central Management. Reasonable costs for necessary training for the Employee Representatives shall be borne by Central Management if agreed by the Spokesperson of the Management. The function of the Employee Representatives are a non paid voluntary post for which they shall be released from their duty to work to the necessary extent by their respective employers on continuation of remuneration.

The Company at which the Employee Representative is employed shall pay all reasonable travel, accommodation and other authorized incidental costs of the respective Employee Representative related to the performance of his/her functions as Member of the European Works Council, subject to Dentsply Sirona's country guidelines applicable from time to time.

The settlement of the recoverable cost is done via a central cost centre at the Central Management. Travel costs are settled locally.

17. EXPERTS

The Annual Meeting and the Managerial Committee Meetings may be attended by an union representative. The Central Management will bear the costs of the union representative for meals, travel expenses and overnight stays in accordance with the guidelines of the Representative Agent but will not pay attendance fees or a remuneration. Provided this is necessary for an orderly and proper discharge of their functions, the Employee Representatives may obtain the support of one - additional - expert of their choice. The Central Management's duty to bear reasonable costs related to the retention of experts shall be limited to this one expert. The expert is entitled to attend also the Annual Meeting and/or the Managerial Committee Meetings. Additional translation services in connection with the participation of an union representative or the appointment of an expert will not be rendered.

18. PROTECTION OF EMPLOYEE REPRESENTATIVES

The Employee Representatives shall not be impeded in the performance of their activity. They shall not be prejudiced or favoured due to their activity. The Employee Representatives shall be released from work for the meetings of the European Works Council, inclusive of the Pre- and Post-Meetings and the Special Pre- and Post-Meetings, and reasonable activities connected thereto at continued payment of their remuneration. The same shall apply to Alternate Employee Representatives if called upon according to Article 7.3 above.

For the Employee Representatives and the alternate Employee Representatives the termination protection provided under the laws of the countries they come from applies. If under those laws no special termination protection applies, the Managerial Committee has to be notified hereof for information purposes before notice of termination is given. The Chairperson can request information on the particular circumstances within one week, in case of termination without notice within three days.

19. SECRECY, CONFIDENTIALITY

- 19.1 The Central Management's duty to inform and eventually consult the European Works Council or the Managerial Committee on subject matters under Articles 12 and 13 above shall only apply as far as the divulging of such information does not harm the functioning of Dentsply Sirona, is not prejudicial to Dentsply Sirona's operations, does not violate stock market obligations of Dentsply Sirona as listed company and/or cause significant damage with regard to the stock exchange listing or market price, respectively does not significantly endanger business secrets of Dentsply Sirona Europe, the Central Management or any other Dentsply entity.
- 19.2 The Employee Representatives and the Alternate Employee Representatives shall not disclose or use any business secrets which come to their attention as a result of their membership in the European Works Council and which have been explicitly designated as confidential by the Central Management or are evidently confidential. This shall also apply after they have left the European Works Council. This obligation also applies to members of the Special Negotiating Body and experts called upon according to Article 17 above. The Central Management can make the information dependent on the signing of a non disclosure agreement if this is line with market standards, respectively if a respective obligation exists. The disclosure of business secrets to local employee representatives under the provisions of this agreement is permissible only if these are subject to same non disclosure obligations.

20. COMMUNICATION

- 20.1 The Employee Representative of a Country is entitled to inform the employee representative body which has designated him/her about the meetings of the European Works Council or its Managerial Committee. Article 19.2 shall also apply in this regard.
- 20.2 Following a meeting of the European Works Council, respectively the Managerial Committee, with the Central Management, the Spokesperson of the Management and the Chairperson come to an arrangement on a summarizing communication to the Employees of Dentsply Sirona Europe, which the Central Management communicates shortly after coordination and hereby points out to the SharePoint site for further information.
- 20.3 A Dentsply Sirona internal SharePoint site, accessible to Employees of Dentsply Sirona Europe, shall be established in which the minutes of the Annual Meeting and the Exceptional Managerial Committee Meetings according to Articles 12.5 and 13.3 shall be posted.
- 20.4 In addition, a further Dentsply Sirona internal SharePoint site, accessible to the Employee Representatives and the Management Representatives, shall be established for the purposes of internal communication of the Employee Representatives and the Management Representatives.
- 20.5 Further, a Dentsply Sirona internal SharePoint site, accessible to the members of the Managerial Committee and the Management Representatives, shall be established for

the purpose of internal communication of the Employee Representatives on the Managerial Committee and the Management Representatives.

21. APPLICABILITY OF NATIONAL LAWS

This Agreement shall not affect the rights to information and consultation of employee representatives under the respective national laws. Procedures on information and consultation under national laws can start at the same time as Information and Consultation starts at the European Works Council, respectively its Managerial Committee. In case the information and consultation procedures under national laws shall be concluded earlier than the conclusion of the Information and Consultation procedures at the European Works Council, respectively its Managerial Committee, implementation at national level shall not be impeded thereby.

22. CHANGES IN GROUP STRUCTURE

22.1 In case the Central Management or any Company of Dentsply Sirona Europe shall acquire an undertaking or merge with an undertaking or a group of undertakings having their own agreement on the establishment of a European Works Council or a procedure for the purpose of informing and consulting employees at the European level this Agreement shall prevail to the extent possible, and this European Works Council of Dentsply Sirona Europe shall be the only information and consultation body at European level post closing of the respective transaction.

If the Central Management and the European Works Council of Dentsply Sirona Europe consider this approach to be unfeasible, respectively not appropriate, the Managerial Committees of both European Works Councils and the Management Representatives will meet for a joint session to discuss how to proceed.

22.2 In case of changes in the structure of Dentsply Sirona Europe for whatever reason the following rules shall apply:

22.2.1 In case a Country becomes newly bound by this Agreement, an Employee Representative for this Country shall be designated in accordance with Article 6 above, provided that the Minimum Number of Employees in this Country is exceeded. If the Minimum Number of Employees in this Country is not exceeded, an allocation to another country represented by the European Works Council takes place in agreement with the Managerial Committee.

22.2.2 Employees in newly acquired companies in a Represented Country shall be represented by the designated Employee Representative of this Country for the remainder of his/her term of office.

22.2.3 In case an Employee headcount decrease in a Represented Country results in the number of Employees falling below the Minimum Number of Employees in this Country the office of the Employee Representative of this Country shall end immediately. In this case, the respective country shall be allocated to another country represented by the European Works Council in agreement with the Managerial Committee.

22.2.4 Where headcount increases in a single Country not yet being a Represented Country lead to the Minimum Number of Employees in this Country being reached, an Em-

Employee Representative for this Country shall be designated, respectively elected immediately in accordance with Article 6.1 above.

22.2.5 In case the headcount in a Represented Country increases to more than the threshold value regulated in accordance with Article 6.1 above of 1,000, respectively 2,000, respectively 3,000 Employees so that a further Employee Representative for the represented Country is intended, he/she shall be designated, respectively elected immediately.

22.2.6 In case the headcount decrease in a Represented Country results in the number of Employees falling below the threshold value regulated in accordance with Article 6.1 above, the respective Employee Representatives for this Represented Country shall immediately agree as to who of them steps down. If they cannot agree the office of the member with the lower seniority as Employee Representative shall end with immediate effect.

22.2.7 The headcount in accordance with Articles 22.2.3 to 22.2.6 shall be determined uniquely in the respective second year after an election for the European Works Council with effect to July 1, for the first time with effect to July 1, 2020; the steps resulting thereof shall be implemented immediately after this date.

22.2.8 If the structure of Dentsply Sirona Europe changes substantially and in the absence of regulations hereto in this agreement, the Central Management will start negotiations about necessary adjustments of this agreement with the Managerial Committee on its own initiative or upon request of the Managerial Committee. A corresponding proposed amendment becomes effective if this is confirmed by the majority of the Employee Representatives in the European Works Council and by the Central Management; this may take place by a circulation procedure; until then, the existing regulations apply without this amendment; the possibilities of other agreements in accordance with Section 37 para. 3 sent. 2 European Works Council Act remain unaffected. If no amendment is proposed within a six month period, negotiations about this shall be launched in accordance with Sections 18 and 19 European Works Council Act.

23. DURATION OF THE AGREEMENT

This Agreement shall become effective upon being signed by the Central Management and all persons comprising the Special Negotiating Body. It shall become valid on the first day of the month following the month in which all necessary signatures under the Agreement are obtained.

The Agreement may be terminated by six months' written notice to the end of a calendar year, at the earliest, however, effective December 31, 2022. Any termination by the Employee Representatives shall require the written approval of the majority of all Employee Representatives.

Should this Agreement be terminated the Central Management and the Employee Representatives shall start negotiations to conclude a new agreement. Until such new agreement has been agreed this Agreement shall continue to apply.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the Federal Republic of Germany.

The competent labour court at the seat of the Representative Agent shall have exclusive jurisdiction.

25. MISCELLANEOUS

25.1 The invalidity of any provision of this Agreement shall not affect the validity of this Agreement as a whole or any of its other provisions. In this event, the parties shall try to agree on a new provision which has an effect as closely as possible to the invalid provision.

25.2 The governing version of this Agreement shall be the German version. Translations in the English, French and Italian languages shall be provided but shall only be for convenience purposes.

Hanau, February 23, 2018

Hanau, February 23, 2018

**Representative Agent
and Management Representatives**

Special Negotiating Body

ppa. Stephen Wreth

Hermann Bendl (Germany)

ppa. Kristina Neeb

Gabriele Kirschner (Germany)

Günter Niederhöfer (Germany)

Helge O'Donnokoe (Germany)

Andreas Scharff (Germany)

Barbara Wirth (Germany)

Kent Engstrom (Sweden)

Magnus Eriksson (Sweden)

Anton Jansen (Denmark)

Svein Hoel (Norway)

Anne-Cécile Mayaud (France)

Rob Washington (United Kingdom)

Miguel Ventura (Spain)

Luis Ribeiro (Portugal)

Alessandro Cason (Italy)

Slawomir Tokarz (Poland)

Carmen Reijnhout (Netherlands)

Bert Michaux (Belgium)

Ljubica Franjic (Austria)

Liliana Borcan (Romania)

Tereza Cermakova (Czech Republic)

Attila Csekcs (Slovakia)

Andrew Scannell (Ireland)