

**AGREEMENT ON ESTABLISHING A EUROPEAN WORKS COUNCIL  
IN SUEZ GROUP**

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## Preamble

Following the removal of Suez from the scope of consolidation of the GDF SUEZ Group in July 2013, the Suez Group established a European Works Council by the agreement of 4 July 2013.

In accordance with the undertakings of the future shareholders of SUEZ following the takeover of the Group in January 2022, the Group's general management wished to retain the Group agreements concluded prior to the takeover in order to maintain the collective status of employees joining the new SUEZ scope. Management and the trade unions reviewed the existing collective agreements and concur that, while reiteration of the Group's collective agreements under constant law might seem relevant for the majority of them, specific negotiations may be needed for others.

More specifically, with regard to the agreement on the Suez Group European Works Council, they concluded that since the Group was reconfigured in many areas of Europe, they would have to review some provisions that now manifestly run counter to the existing agreement.

This is the background for setting up a Special Negotiating Body (SNB) in September 2022, in accordance with the law. In the spirit of the social undertakings, this SNB sought a consensus to amend the obsolete provisions of the agreement, while protecting the spirit and the other provisions of the agreement of 4 July 2013, inasmuch as possible.

Reflecting their commitment to social dialogue as a core element of the Group's success, the signatories to this agreement remain true to the aim of the EWC as an information and consultation body, where both management and employee representatives seek to ensure Group companies operate efficiently, while taking employees' interests into consideration. They state their conviction that by involving the social partners in decision-making within the EWC's remit, social dialogue can help ensure management decisions are more relevant and effective. It gives employee representatives insight into the rationale behind decisions and the opportunity to put forward proposals to supplement or improve them. In this way, social dialogue links the Group's growth with higher morale and better material conditions for employees. They will pay particular attention to issues relating to employment, working conditions, health, safety, professional training, mobility, diversity and equality in the workplace.

The signatories will strive to ensure the EWC plays a key role in promoting and making our newly-adopted Group purpose part of who we are and what we do: *"Faced with growing environmental challenges, each day, for more than 160 years, we have been acting in support of our clients and partners to deliver essential services that protect and improve the quality of life wherever we operate.*

*United by a passion for our work as well as our inclusive culture and team spirit, we innovate to conserve water and create value from waste, in the form of recycled materials and energy. We promote and implement responsible behaviours, more efficient technologies and circular solutions to recycle and make the best possible use of the finite resources of the Earth.*

*Deeply rooted in our communities, we are committed to providing people and the planet with the resources for a common future."*

## ARTICLE 1 - PURPOSE OF THE AGREEMENT

This agreement establishes a European Works Council in accordance with Article L2342-9 of the French Labour Code, applicable on the date of entry into force.

Through the European Works Council (EWC), employee representatives are informed and consulted by management on issues that concern the entire SUEZ Group (parent company and subsidiaries).

The EWC is also tasked with promoting information, the exchange of views, social dialogue, encouraging sharing of experience and developing consultation.

Pursuant to European Directive 2009/38/EC of 6 May 2009, it is consulted on transnational issues of relevance to the entire Community-scale undertaking or Community-scale group of undertakings or at least two undertakings or establishments of the undertaking or group situated in two different Member States.

Also considered to be transnational are matters that concern a subsidiary outside France, which are the subject of a decision by the dominant undertaking or are a direct consequence of a strategic direction taken by the Group and whose potential effects could be important for European personnel or which involve a transfer of activities between Member States.

Information and consultation of employees take place at the appropriate level of management and representation, depending on the subject matter and the applicable laws and regulations.

The aim of the EWC is to improve and guarantee information and consultation of employees in all the companies within the scope of the SUEZ Group.

In accordance with the principle of subsidiarity, the EWC does not replace the employee information and consultation bodies specific to each company and each country, which retain all their authority.

The purpose of this agreement is to define the scope, information, consultation, composition, functioning and resources of the EWC.

## ARTICLE 2 - SCOPE CONCERNED

This agreement covers the dominant company and its subsidiaries in European countries (European Union, EFTA, incoming countries whose candidature has been accepted by the European Parliament and who are in the process of becoming members).

As an exception, and on the basis of a joint decision by management and the majority of EWC members, where a company or group of companies in which the Group has a share of more than 50% is located in a country with significant historical links to the European Union (e.g. a former member of EFTA or the European Union), it can retain its representation on the European Works Council, provided that the company or group of companies has at least 1,000 employees in that country.

The agreement covers the companies over which SUEZ exerts significant influence, according to the meaning of Article 1 of the law transposing the Directive into French Law.

The following are included in the consolidation scope: companies consolidated according to the full consolidation method or in which the Group holds a majority interest of over 50% of the shares, provided they meet the criterion for significant influence.

This definition of the consolidation scope will be reviewed once a year at the beginning of the year (according to the position at 31 December of the previous year) to take account of any changes in the Group and to make any amendments required.

Moreover, if a company or a group of companies in which SUEZ holds 10 – 50% of the shares within the geographical scope specified above does not fulfil the criterion referred to above, but does have a special position within the Group by virtue of its size, the number of employees concerned, social importance in

that country, strategic importance, or its particular position in the Group, the EWC Secretariat and management representative may assess the specific situation to decide whether to allow an observer or additional members to participate (subject, in this case, to the agreement of the Chairman and the majority of the EWC employee representatives).

When a new company based in a European country (scope extended to incoming member countries whose candidature has been accepted by the European Parliament and which are in the process of becoming members) and not represented on the EWC meets the criteria specified in this Article 2, one or more members may be appointed, in accordance with the provisions of Article 6, during the next EWC meeting.

The Secretariat will be informed about any company that no longer fulfils the criteria for inclusion in the scope of the EWC. The information will then be sent to members electronically.

### ARTICLE 3 – INFORMING THE EWC

EWC members receive continuous information on the Group and its economic, financial and social strategies in Europe.

To do this and in good time, management provides employee representatives with information to gain insight into the Group's objectives and strategies, evaluate their impact, assess the results achieved, and follow up issues within the remit of the EWC.

This information relates to:

- the structure of the Group and its development;
- its strategic guidelines and economic (provisional financial information) and social outlook for the next and subsequent years, if available, and more specifically, pertaining to the Group's companies in Europe;
- the Group's economic and financial situation (including the consolidated financial statements, the relevant statutory auditor's report and investments);
- developments in the Group's activities as a whole and their impact on employment in the Group;
- social characteristics for the Group overall based on the information in the Group social reports.

Other cross-cutting topics (equal opportunities, R&D, etc.) may be specifically discussed.

The Chairman may also provide information about the Group's global strategy considered relevant to the EWC.

Such information and its social consequences may give rise to discussion.

Without prejudice to the obligations to inform other bodies, the EWC Secretariat will be immediately informed between two meetings of any changes in the Group's structures and strategy.

Management reserves the right to postpone communication of certain information that may seriously harm its strategic interests. When in a position to communicate this information, it will inform the EWC of the reasons for the postponement.

By derogation, the head of a dominant company that launches a takeover bid on a company's capital is not obliged to involve the EWC in the information/consultation procedure prior to launching the bid. Instead, an EWC meeting is convened as soon as possible after the bid is published so that EWC members can effectively attend to provide them with precise, written information about the content of the bid and its potential consequences on employment.

The EWC will be informed about European and worldwide charters and agreements signed within SUEZ by trade unions and management.

Provided the signatories of these charters or European agreements have specifically provided for it, the EWC may also participate in implementing and monitoring European charters or agreements.

## ARTICLE 4 – CONSULTING THE EWC

### 4-1: Principles

Consulting the EWC consists of organising a discussion to share points of view and establishing dialogue between employee representatives and management, at a time, in a manner and with content that allows employee representatives to express an opinion on the proposed measures, based on the information provided and within a reasonable time frame to be of value and be considered by the Group. This means the EWC must have accurate, written and relevant information on the matters on the agenda, provided in accordance with Article 7-4 below.

Consultation takes place under the conditions and in the areas set out below.

### Article 4-2: Mandatory EWC consultation topics

The EWC must be consulted on the Group's policies in the following areas:

- research and development policy;
- new industrial processes, technologies and working methods;
- environment policy;
- undertakings of general interest;
- equality in the workplace;
- training policy;
- prevention and safety, working conditions, hygiene and health policy;
- Group social policy for restructuring;
- mobility policy.

Discussions on these issues must be organised so that employee representatives can give their opinion and management can provide a reasoned response.

### Article 4-3: Consultation in exceptional circumstances

When exceptional circumstances arise or decisions are made within the scope of the EWC that have a significant impact on employees' interests (for example: relocation, transfers, mergers or closures of companies or undertakings, mass redundancies, mass voluntary redundancy plans etc.), the EWC will hold an extraordinary meeting at the Secretary's request.

It must be informed and consulted allowing enough time for the issues under discussion or the EWC's opinion to be incorporated into the decision-making process. Management must then provide a response and the grounds for that response.

## Article 4-4: Consultation by common accord

The EWC is also consulted on all issues covered by an agreement between the Chairman and the Secretariat.

## Article 4-5: How the consultation process works across the Group

When the information/consultation process for the same topic concerns employee representative bodies at different levels (local, and/or national and European), each of these processes must commence within the same six-week time frame. Then, each of the relevant bodies will proceed with its own process.

As a general rule, the EWC is informed as a priority. In addition, monitoring must ensure that each representative body is aware of the information/consultation process as a whole.

Lastly, all information/consultation procedures must be completed before the draft or project can take effect.

## ARTICLE 5 – OPINIONS OF THE SUEZ EWC AND INFORMING EMPLOYEES

### Article 5-1: Working groups

The EWC is a forum in which the members are free to express their views and opinions on all its areas of application.

In view of both the range of topics to be discussed at EWC meetings and the work required to look into each individual issue effectively, the EWC has decided to form working groups to extend its work.

A permanent working group will be formed to deal with structural issues and a temporary ad hoc working group.

Tasked with facilitating and providing greater depth to the work of the plenary body, they are not intended to replace either the role of the EWC, or the role of the trade unions.

Furthermore, if at the date of signature of this agreement, the parties agree to stand down the "Water" and "Waste" working groups established under the Agreement of 4 July 2013, further to the geographical reconfiguration of the Group in Europe, the parties agree that they may be stood up again by mutual agreement between management and the members of the EWC when they consider that the conditions of its/their interest and efficiency are once again met.

#### 5-1-1 Permanent and ad hoc working groups

A permanent working group is established dealing with protecting the health and safety of staff, which is a top priority for the Group.

An ad hoc working group is also formed to handle the priority and topical issues agreed between management and the EWC Secretariat. Examples of topics include digitisation and its challenges, the consequences of the energy crisis or the changing face of jobs in the industry.

### 5-1-2 Composition of the working group

Both permanent and ad-hoc working groups are joint and composed of management representatives and 10 members chosen from among EWC members (either full or alternate) by a majority vote within the EWC. Elected in this way, the WG members not only reflect the diversity of the countries the Group operates in, but are also recognised for their specific skill in the area concerned. If a full member is absent from a working group they can be replaced by another full or alternate EWC member.

A full member of the EWC acts as working group secretary. The WG reports on its work to the EWC.

### 5-1-3 Working group meetings

Each working group meets twice a year. Additional meetings can be jointly agreed between the Secretariat and the EWC Chairman.

Meetings take place over two days in total, with a preparatory meeting, a plenary meeting and a wrap-up meeting, when the minutes are drafted to be sent to the EWC.

The working group agenda is set jointly by the WG secretary and management.

On the basis of the activity reports submitted by the working groups, the EWC or the Secretariat can table questions for inclusion on the agenda for a plenary session.

Employee representatives of Group companies not represented in the EWC, as well as competent professionals from inside or outside the Group, may be invited to attend permanent working group meetings, following consultation between Management and the Secretariat.

## Article 5-2: Informing Group employees

The SUEZ management is responsible for ensuring that EWC discussions, opinions and meeting minutes are distributed widely and promptly to the Group's employees by the Labour Relations Department. This information is prepared and sent out according to the specific practices of each company within the Group to ensure their employees are informed.

On the request of EWC members, the Secretariat can offer to distribute the information to the Group's employees in consultation with management.

Lastly, the overall topic of communication with employees (employee access to information on EWC activity via the intranet or internet, conducting surveys, etc.) will be discussed between management and the EWC members in the year following the entry into force of this agreement.

## Article 5-3: Expert appraisals

Within the scope of competence of the EWC, employee representatives may:

- decide, on their sole initiative and by a majority vote, to commission an expert appraisal on issues on which the EWC has the right to be consulted;
- agree with the Chairman to commission any other expert appraisals confirmed by a majority vote in the plenary meeting.

The specifications for an expert appraisal and appointment of an expert must be approved by a majority decision of the EWC members representing employees who are present at the plenary session prior to commencing the expert appraisal, unless otherwise stipulated in the last paragraph of Article 7-2-1.

The members of the EWC and the Chairman jointly decide the lead time for completion of expert appraisals paid for by the company when the vote is held.

Article 7-6 sets out the terms and conditions for financing these expert appraisals.



The firm of experts is chosen in consultation with other employee representative bodies to avoid duplication. The expert report will be sent to all bodies concerned.

The mandatory expert appraisal of the consolidated financial statements is handled by the France Group Council and has been broadened to take European aspects into account. It is presented and explained during an ordinary plenary EWC session.

## ARTICLE 6 – COMPOSITION OF THE EWC

### Article 6-1: Full members

The parties agree that each country in which the Group employs more than 100 employees is represented in the EWC.

Countries are entitled to one additional member for every 3,500 employees.

The number of full EWC members by country is calculated by workforce as follows:

- 100 to 3,499 employees: 1 member
- 3,500 to 6,999 employees: 2 members
- 7,000 to 10,499 employees: 3 members
- 10500 to 13,999 employees: 4 members
- 14,000 to 17,499 employees: 5 members
- 17,500 to 20,999 employees: 6 members
- 21,000 to 24,499 employees: 7 members
- 24,500 to 27,999 employees: 8 members
- 28,000 employees and more: 9 members.

### Article 6-2: Alternate members

Alternate members are appointed under the same terms and at the same time as full members.

They attend preparatory, plenary and wrap-up sessions in the absence of a full member from their delegation. They may be assigned to the various working groups.

When replacing a full member, alternate members have the same rights and obligations as a full member. They also have the rights provided in this agreement for alternate members.

Alternate members systematically receive the same documents and information as full members and can attend any training intended for full EWC members.

Both full and alternate members must be Group employees.

### Article 6-3: Guests

Those invited by the EWC in a consultative capacity are:

- observers or additional members appointed under the terms of Article 2;
- with the Chairman's agreement, one or more competent professionals, according to the issues in hand;
- on a permanent basis, two representatives from European trade union federations.

### Article 6-4: Allocation of seats and appointment of members

#### 6-4-1 For France

The parties to this agreement opt to derogate from the law regarding the allocation of seats and the appointment of members. They instead opt for representation closely aligned with the membership of the representative trade unions in the Group.

For France, members are allocated as follows:

- Seats on the European Works Council are allocated exclusively to the trade unions which are concurrently representative nationally and within the Group.
- There is initially one seat per trade union.
- The balance of the remaining seats are distributed between the trade unions in proportion to how many members they have in the Group, according to the proportional representation largest remainder method.
- It is hereby agreed between the parties that this criterion of group representativeness is assessed every four years on 31 December of the year following the end of the electoral cycles at Suez Eau France SAS and the Alpha ESU constituted in Suez Recyclage et Valorisation France. These two scopes make up the majority of employees in France.
- Since the next employee elections in these two scopes are due to take place in 2023, members will be appointed for a four-year term on 1 January 2024, according to the results of the elections available on 31 December 2023.
- Exceptionally and in order to implement this agreement and appoint members for France reflecting the most recent trade union representation, seats will be initially allocated between trade unions according to the last known election results as at the date of this agreement. The term of office of the members thus appointed by the trade unions will be less than four years, as their mandate will automatically expire on the renewal of the appointment of the EWC members referred to in the previous point.

When the seats have been allocated to the trade unions, they then appoint their representative(s) to the EWC from among the elected or appointed employees in the company or Group.

#### 6-4-2 For countries other than France

Representatives of employees in companies or undertakings within the scope of consolidation and located outside France are appointed or elected in accordance with the provisions of the law transposing the Directive in each country, where they are specified, or if not, according to the rules, practices or agreements in force in these countries.

Management ensures compliance with the regulatory or contractual requirements of the member states.

#### Article 6-5: Term of office

Subject to the provisions of Article 6-4-1 and Article 6-6, EWC members are appointed for a four-year term. The members' home company Divisions must facilitate them to carry out their mandate and attend meetings.

## Article 6-6: Changes in employee representation

Changes to employee representation related to developments in the Group must comply with the provisions of Article 2 regarding the consolidation scope.

Once a year, employee representation in the EWC, specified in Article 6-1, is adjusted in line with changes in the scope of consolidation defined in Article 2, except for the situations stated in the penultimate paragraph of Article 2.

An EWC member's term of office automatically ends when the company to which the representative belongs falls outside the consolidation scope of the Group.

The same applies if the representative loses their electoral or trade union mandate. In this case, the outgoing member is replaced in accordance with the rules for appointment in Article 6-4.

## ARTICLE 7 - HOW THE EWC OPERATES AND ITS RESOURCES

### Article 7-1: Chair

Meetings are chaired by the Group CEO insofar as possible. If the CEO is not available for compelling business reasons, they are replaced by a representative of the executive committee.

The CEO's representative has the same powers and duties as the CEO of the dominant company.

The EWC Chairman may be assisted by the individuals of their choosing, including Business Line managers, and, if necessary, experts according to the issues being discussed.

### Article 7-2: Secretariat

#### 7-2-1 Composition and role of the Secretariat

The Secretariat consists of a Secretary and deputy secretaries as set out in 7-2-2 below, elected from among the full members of the EWC.

The Secretary represents the EWC to perform all tasks and duties associated with the Council's legal status.

The Secretariat prepares for meetings, coordinates and follows up the EWC's work between meetings. It is also responsible for monitoring the expert appraisals referred to in Article 5-5, in cooperation with management where these are requested jointly.

The Secretariat is tasked with ongoing coordination between management and the EWC members. It represents employees on all issues relating to running the EWC and the working groups.

Besides this coordination and monitoring role, the Secretariat is one of the main forums for dialogue with management.

It meets every two months (six times a year). This plenary meeting, which takes place over one day, is preceded by a preparatory meeting, also lasting one day. Management attends the Secretariat's plenary meetings to discuss topical issues.

The Secretariat is governed by Rules of Procedure approved by the EWC.

It can request the assistance of an expert, with the Chairman's approval, according to the conditions set by the EWC.

### 7-2-2 Appointing the Secretariat:

The secretary and deputy secretaries are elected by the EWC for the duration of its mandate by a majority vote of the full members of the EWC in two rounds. If the vote is tied in the second round, the oldest candidate is elected.

The vote will be by secret ballot if a member requests it.

Appointments to the position of secretary and deputy secretaries must ensure fair and balanced representation of the diversity of the Council. Two members of the Secretariat must be from French Group companies and two members must be from two other different countries represented on the EWC.

Management undertakes to reinstate an 11-member Secretariat (one secretary and 10 deputy secretaries, including four for France), once there are at least 20 full members on the EWC.

### Article 7-3: Meetings

The EWC meets in plenary session twice a year, convened by the Chairman. The Division Heads give a presentation on their activity each year. The meeting venues will be decided by common accord between the Secretary and the management representative.

Meetings take place over one day and can be extended if need be, depending on the agenda.

The employee representatives hold a preparatory meeting the day before the plenary session and a wrap-up meeting the next day.

The Secretary and the Chairman of the EWC may convene one or more additional meetings.

Moreover, the EWC is entitled to meet within six weeks if the majority of the employee representatives so request.

### Article 7-4: Agenda

The agenda is set jointly by the Chairman and the Secretary. If they fail to agree on an agenda, it is set by the Chairman.

If the majority of the employee representatives request inclusion of an item on the agenda, the request must be granted.

The agenda is sent electronically to the full and alternate members at least three weeks before each ordinary meeting. All the documents required to brief the EWC are sent electronically at least 15 days before each ordinary meeting. Documents presented at the plenary session are translated into all the EWC languages. Exceptionally, at the request of the EWC Secretary and with the agreement of management, certain documents required for the preparatory meetings can be translated into all the EWC languages. For extraordinary meetings, the agenda and all the related documents are sent out as soon as possible.

They are translated into all the EWC languages.

Very lengthy documents can be sent on hard copy on request.

## Article 7-5: Minutes of meetings

The Secretary is responsible for compiling plenary session minutes, which include the main points of the discussions, positions and opinions expressed by all parties.

The draft minutes are first sent to the Chairman and then to the participants in their language, within one month from the date of the meeting. The finalised minutes are approved at the next meeting, signed by the Chairman and the Secretary and then sent out to the Group's companies by the Secretariat.

## Article 7-6: Budget and operating costs

All costs incurred in connection with the meetings provided for in Articles 5-1 and 7-3 of this agreement are met by the Group (translation and distribution of preparatory documents and minutes, the transport and accommodation expenses of employee representatives and invited members, referred to in Article 6-3).

Management will pay the costs related to the Secretariat's bi-monthly meetings. The documents reviewed during the meetings of the Secretariat are translated into French and English and into another mother tongue on request, if one of the deputy secretaries is not familiar with French or English.

Management will endeavour to reduce the costs paid by smaller companies.

The Group will also pay training costs for full and alternate members of the EWC, as specified in Article 8-4 hereafter.

The Secretariat is provided with an equipped (IT and telecommunications) and independent office on a permanent basis, together with administrative support.

The costs incurred in connection with the working groups referred to in Article 5 and the expert appraisals commissioned with the Chairman's approval (Article 5.3) are paid by the Group.

Translations commissioned by the Secretariat as part of preparation for and debriefing after meetings, are paid by the Group.

An annual budget is allocated to the EWC and monitored by the Secretariat to cover the cost of the expert appraisals decided on the EWC's initiative, other translations commissioned on the request of the members or the Secretariat, and of the transport and accommodation expenses that are not covered by Management.

The maximum budget is set at €40,000 per year and cannot be rolled over from one year to the next.

To promote diversity and increase the number of women in trade union delegations, the EWC may organise presentations on diversity and gender balance during the plenary sessions at the intervals decided by the EWC secretary and the management representative. If the EWC engages an external contributor, the costs of same are paid by the company once approved by management.

## ARTICLE 8 - STATUS AND RESOURCES OF FULL AND ALTERNATE MEMBERS

### Article 8-1: Protection clause for employee representatives on the EWC

The protections or guarantees enjoyed by the EWC members arise, where applicable, from their national mandates, from the law and/or the contractual or regulatory agreements that govern them.

Activities and work that form part of an EWC member's mandate are viewed as job-related and cannot result in discrimination or sanction.

## Article 8-2: Members' material resources

All full and alternate members are provided with the modern IT and telecommunication resources they need to carry out their duties, according to best practices in their home companies (mobile phone, laptop or iPad, printer and consumables, Internet access, WiFi), as well as access to modern communication systems for good communication between members.

The company is responsible for any maintenance, updates and replacements required, in accordance with the usual procedures in the home companies.

Any difficulties that arise with this procedure will be discussed between management and the Secretariat to find a resolution.

Lastly, a dedicated internal EWC information space (SharePoint or equivalent) will be provided for the members to electronically share content relevant for their work and discussions (including minutes, agreements, etc.) and help promote smooth collaboration.

## Article 8-3: Time off in lieu

In addition to the time spent in each EWC preparatory, plenary and wrap-up meeting, full and alternate members of the EWC are all given the time needed to fulfil their mandate. It follows from the above that an EWC member, regardless of how many mandates they have, may be required to carry out their staff representation duties up to a maximum of one full time position. Having provided this clarification and in accordance with the regulations in force, a member may be justified in using overtime hours in particular circumstances.

If they wish to use delegation hours for EWC representation activity, members must inform their manager in advance, giving reasonable notice, except in exceptional circumstances. This arrangement is based on trust and individual responsibility.

Any difficulties that arise with this procedure will be discussed between management and the Secretariat to find a resolution.

If recurring difficulties persist, Group management could specify another working method following discussion with the Secretariat.

## Article 8-4: Training for EWC members

Both full and alternate EWC members have three training days per year. Training may be delivered by accredited training organisations or by national or European trade union federations or confederations.

When each new mandate is drawn up, the EWC members (full and alternate) are entitled to four days of training during the first year of the mandate. Two of these four training days concentrate on the role of European institutions (possibly including a visit to Brussels-based institutions). Over the next three years, EWC members are offered three days of training each year. Over the course of the mandate, new EWC members have one extra day of training in addition to the basic three training days.

In addition to the above, language training (French or English) will also be provided for all EWC members, in accordance with Group policy on developing language skills.

Every year, in consultation with the Secretariat and with the Chairman's approval, 10 EWC members can take part in seminars or conferences related to the Group's industries.

## Article 8-5: Visiting rights

EWC members have access to the companies included in the Group scope to meet with elected employee representatives or trade union representatives on site. They may visit the sites of these companies, with the prior agreement of the head of the relevant company.

Travel expenses (transport, accommodation and interpretation services) are paid by management up to a limit of 15 assignments per year. How long they last and what they entail will be decided ahead of time by the Secretariat and management.

A site visit will be organised once a year for all members taking part in a plenary session, which may, however, be cancelled if there is a major obstacle and with the Secretariat's agreement.

When an EWC member represents several companies or a company with several establishments in the same country, they have the right to consult and report on their mandate to the employees on site, after consulting with that company's management, particularly with regard to the resources for same.

## Article 8-6: Confidentiality obligation

The EWC members, the expert(s) assisting them and observers are bound by a duty of professional secrecy and an obligation to hold in confidence all confidential information provided to them by management, in accordance with the provisions of the French Labour Code. This obligation continues even after the expiry of their mandate.

## Article 8-7: Recognition of experience on the EWC

The experience and skills acquired over a full EWC member's term of office will be recognised as part of their career development once agreed between local management, the SUEZ HRD and the EWC Secretariat. The objective criteria forming the basis for this recognition are determined in advance by the Secretariat and management.

## ARTICLE 9 - TERM, REVISION AND TERMINATION

### Article 9-1: Term

This agreement takes effect on the day following the date of registration. Under no circumstances does this agreement reduce the members' rights under national regulations.

It is entered into for a fixed term of four years and is renewable by tacit agreement for periods of four years.

### Article 9-2: Revision

This agreement may be revised at any time to include amendments, particularly in response to events such as changes in the consolidation scope or in the legal or regulatory framework affecting its general balance.

Proposals for revision may also result from a review by the Secretariat and management, commissioned by the EWC.

All proposed amendments must be approved by the Chairman of the dominant company and by a vote in favour of at least 75% of the EWC members present at the meeting and representing employees at a plenary session. On approval, an amendment will be signed by the Chairman of the dominant company

and by the duly mandated EWC Secretary (who represents the majority vote by the EWC members at the meeting).

### Article 9-3: Termination

At the end of the initial four-year period, this agreement may be terminated at any time by the Chairman of the dominant company or by a majority of the EWC members representing employees.

Notice of termination will be sent to the other party by registered letter(s) with acknowledgement of receipt. The agreement expires at the end of a notice period of six months.

Within one month of notice of termination, the Chairman of the EWC will convene the members per the conditions of Article 6-4 above to an initial negotiation meeting with a view to drawing up a new agreement.

If the parties fail to reach an agreement at the end of the six-month notice period, the Chairman and the majority of EWC members representing the employees may agree to extend the effects of the initial agreement for a maximum period of one year.

If there is significant change to the structure of the company, in particular as a result of mergers, acquisitions or splits, which creates conflict between the provisions of two or more applicable agreements, management must open negotiations on its own initiative or on the written request of at least 100 employees or their representatives.

A Special Negotiating Body will be formed according to the terms and conditions agreed by a seminar attended by the members of the European Works Councils of the relevant companies and in consultation with management.

Throughout these negotiations, the existing European Works Council(s) will continue to function, in accordance with the terms and conditions that may be adapted by agreement between the members of the EWCs and management.

When the new EWC commences operation at the end of the procedure referred to above, the previous EWCs are dissolved and the agreement(s) constituting them cease.

### ARTICLE 10 - REGISTRATION

This agreement will be translated for each member into the language of the country they represent. The French version is the sole version legally binding on the parties.

This agreement is governed by French law. The SUEZ EWC head office is located at 16, Place de l'Iris 92040 PARIS LA DEFENSE.

In the event of a dispute regarding this agreement, the French courts have jurisdiction.

This agreement will be registered at the Ministry of Labour's digital "Télé Accords" platform and at the Secretariat of the competent Conseil de Prud'hommes (conciliation board for industrial disputes), in accordance with applicable law and regulations.



In Paris La Défense, on 22 November 2022

For SUEZ Group management

Mrs Sabrina Soussan Chairman and CEO	Mr Laurent-Guillaume Guerra Group Human Resources Director
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For the European federations

<b>For ESPU</b> Mr Jan Willem Goudriaan	<b>For INDUSTRIALL</b>
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For the Special Negotiating Group representing the employees of the Group's companies

For France

<b>For the C.F.D.T.</b> Mr Cédric Tassin	<b>For the C.F.D.T.</b> Mr Thibaut Reutenauer	<b>For the C.F.D.T.</b>
<b>For the C.F.E. – C.G.C.</b> Mrs Erkia Benouda	<b>For the C.F.E. – C.G.C.</b> Mr Pascal Gauthier	<b>For the C.F.T.C.</b> Mr Pierre Salaün
<b>For the C.G.T.</b> Mr Sébastien Thiault	<b>For the C.G.T.</b> Mrs Christine Chiffre	<b>For F.O.</b> Mr Noui Bourahli
<b>For the S.E.E.E.</b> Mr Franck Duval		

For Spain

Mr Miguel Benito Rubio

For Italy

Mr Francesco D'Arma

For Poland

Mr Maciej Dzikiewicz

For the Czech Republic

Mr Pavel Ruzicka

For Romania

[Empty box for Romania]