# ARDO Group

# European Works Council Agreement

This Agreement was signed in Belgium, Ardooie, on April 3<sup>rd</sup>, 2019 at 11.00 hrs by and between the undersigned parties:

The Special Negotiating Body ("SNB"), duly assisted by EFFAT (European Federation of Food, Agriculture and Tourism Trade Unions), representing all employees of Ardo and all its subsidiaries in the European Economic Area (EEA), having duly been designated for the purpose of entering into this Agreement in accordance with the respective applicable national laws and regulations.

AND

Ardo (hereinafter the "Company") whose registered office is at Wezestraat 61, 8850 in Ardooic (Belgium), duly represented by Mr. Rik Jacob, CEO, on behalf of Rik Jacob BVBA.

The European Works Council (EWC) will be established in this Agreement in accordance with the provisions set out in Directive 2009/38/EC of the European Parliament and of the Council of 6 May 2009 and its transposition into Belgian Law by, amongst others, the "Collective agreement no 101 of 21 December 2010 on the information and consultation of employees in community-scale undertakings and Community-scale groups of undertakings".

### Preamble

The objective of this Agreement is to establish a European transnational information and consultation body, i.e. a European Works Council (the "EWC"), and to define its scope, competence and operating procedures. The aim in establishing the Ardo EWC is to improve the right on information and consultation on transnational matters at a European level. The European Works Council is founded on a spirit of openness, mutual trust and respect, and it is in this constructive spirit that it will endeavour to operate. The activities of the EWC should help the Group develop its business while involving employees in its decision-making process and at the same time overcome economic, social and environmental challenges. The parties confirm that the EWC is intended to complement — and under no circumstances to question or replace — the role of other national workers' representative bodies.

#### One - Definitions

- a) The "European Works Council" (or the "EWC") means the workers' representative body representing the employees of Ardo at European level. It is established in accordance with the provisions of Directive 2009/38/EC and its transposition into Belgian Law mainly by the "Collective agreement no 101 of 21 December 2010 on the information and consultation of employees in community-scale undertakings and Community-scale groups of undertakings".
- b) "EWC members" means the employee representatives designated to be members of the Ardo European Works Council according to the present Agreement.





- "Central Management" means the highest hierarchical level with decision making powers within Ardo at European level.
- d) "Information" means transmission of data by the employer to the employee representatives, to familiarise them with the subject matter and to examine it. Information shall be given at such time, in such fashion and with such content as is appropriate to enable employee representatives to carry out an in-depth assessment of the potential impact thereof, and, where appropriate, to prepare for consultation with Central Management.
- e) "Consultation" means the establishment of dialogue and an exchange of views between employee representatives and Central Management or any more appropriate level of management at such time, in such fashion and with such content as enables employee representatives to express an opinion, on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of the management and within a reasonable time which may be taken into account by Central Management. The employee representatives will have the time and resources to conduct an analysis on the information provided and the employee representatives may offer alternative solutions and/or issue one or more opinions regarding the information provided. Central management shall issue a response relating to the content to the EWC opinion before final decision is taken.
- f) For the purpose of this agreement, a matter is "Transnational" if it affects the interests of Ardo employees in the company as a whole or in at least two EWC countries. These include matters which, regardless of the number of Member States involved, are of importance for the European workforce in terms of the scope of their potential effect.
- g) "The European Economic area (EEA)" comprises the (28) EU Member States and the following EFTA members: Iceland, Liechtenstein and Norway.
- h) "Member States" means countries within the European Economic Area (EEA).
- i) "Extraordinary meetings" means Select Committee or EWC meetings convened under exceptional transnational circumstances, which may affect the Company and/or employees' interests to a considerable extent, according to article 10. These circumstances could involve cross-border transfer of activities, relocations, the closure of establishments or undertakings, or collective redundancies.

# Two - Scope and perimeter of the Agreement

This Agreement applies to all Ardo sites located within the EEA as listed in Annex I, including those undertakings in which Ardo exercises a dominant influence on employees' interests as defined by article 9 of the Belgian "Collective agreement no 101 of 21 December 2010 on the information and consultation of employees in community-scale undertakings and Community-scale groups of undertakings". Annex I also reports the number of employees per country and per site. The headcount figures will be based on full previous calendar year and will be based on heads (not FTE) and on own Ardo Employees only.

#### Three - Competences

**3.1** During the annual meeting, the Ardo European Works Council will be informed and consulted by Central Management on matters of a transnational nature (see 1.f). Information and consultation will take place according to the definitions in clauses 1.d and 1.e above.

Information and consultation shall particularly refer to:

- a) The structure of the Group, as well as its economic, social and financial situation;
- b) The likely development of business, production and sales;
- c) The situation and likely trend of employment;

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- d) Investments (investment programmes and trends);
- e) Substantial changes concerning organisation;
- f) New working methods, including new production processes and new technologies;
- g) The transfer of undertakings, establishments or important parts thereof, as well as production relocation;
- h) Mergers, acquisitions or the sale of undertakings and/or establishments;
- i) Cut-backs or closure of undertakings, establishments or important parts thereof;
- i) Collective redundancies
- k) HR-KPI's.

Central Management, Chair and Select Committee may also agree to add other topics such as corporate and social responsibility, well-being and security projects to the agenda.

Parties agree that the transfer of volumes between sites -which is a frequent occurrence in the Ardo Group - are not a matter of competence for the EWC, Select Committee or other European body and such matter will not be discussed at European Level, except if this could lead to an extraordinary meeting (see 1 i and 10).

**3.2** Information and consultation provided by Central Management shall include sufficient elements and details to enable employee representatives to express an opinion. If applicable, such information will include description of the economic or other rationale, geographical scope, impact on people, implementation plan and expected timeline.

# Four - Composition

- **4.1** The Ardo European Works Council will be composed of employee representatives appointed or designated in accordance with the national legislation of each EEA country where the Company has an establishment or, in the absence thereof, in accordance with rules appointing or designating the member of EWC under the subsidiary requirements. Only employees of Ardo group may be appointed or designated as EWC member. The workforce of each country covered by this Agreement will be represented according to the following principle: Member States will be allocated one seat per portion of employees employed in that Member State amounting to 10 % or a fraction thereof, of the number of employees employed in all the Member States together.
- **4.2** One substitute member per country will also be appointed or designated according to the principles mentioned in 4.1. An extra substitute will be appointed or designated according to the principles mentioned in 4.1 if at least 30 % employees are employed in that member State. Substitute members will only be invited to attend EWC meetings when full members no longer eligible or are unable to attend. To ensure that meetings are efficiently run, substitutes will receive minutes and copies of all EWC documents.
- **4.3** The Select Committee can appoint three additional EWC members. The Chair will inform Central Management about the names of the three additional members after having consulted with the Select Committee. Such additional mandates are valid for one year and can be extended before their expiry for an additional one-year period.
- **4.4** When designating EWC members, the relevant national bodies will be asked to consider the need for balanced gender representation of employees.
- **4.5** Full members and substitutes of the EWC are appointed for a four-year term starting from the day of the first meeting of the European Works Council. Before the aforementioned four-year term expires, a new member designation process shall be initiated in all countries, in accordance with the provisions of this Agreement. Full and substitute members may be re-elected and will start their mandate from the first EWC meeting of the following four-year mandate.

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**4.6** Membership shall end before the four-year term expires by way of resignation, termination of mandate as a local workers' representative or termination of the employment contract with Ardo. In any of these cases, a substitute member of the same EEA country will stand in for the entire remaining term of the full member's mandate. If no substitute members are available, a new substitute member will be designated for the remaining term.

# Five - Adaptation clause

- **5.1** If Ardo acquires a company or a group of companies with a workforce in countries that are already represented on the EWC, the members that are in place at the time of acquisition will also represent the newly acquired workforce in their respective countries until the expiration of the four-years mandate.
- **5.2** If Ardo Acquires a company or a group of companies with a workforce in countries that are not represented on the EWC, as soon as practical, one representative for that country will be appointed or designated for the remaining part of the four-years period.
- **5.3** Once a candidate country becomes a member of the European Union or the European Economic Area, this country shall be entitled to become part of the European Works Council, as appropriate, in accordance with clause 5.2 of this Agreement.
- 5.4 If Ardo acquires a company or group of companies in the EEA in which a EWC has been in force, the establishments of the acquired company will be immediately part of the scope of this Agreement. If such acquisition entails new employees in countries where Ardo was not operating, clause 5.2 shall apply. If such acquisition entails additional Ardo employees where Ardo is already operating, clause 5.1 shall apply. The existing EWC of the acquired company should remain in place until the following Ardo EWC meeting.
- **5.5** If Ardo is acquired by another company or group of companies in which an EWC has been in force, the establishment of Ardo will be immediately part of the scope of the agreement of the acquiring company or group of companies.
- **5.6** If some companies of the Ardo group are acquired by another Company or another group of Companies, the acquired companies will no longer be covered by this agreement from the date of acquisition and employees working in the acquired companies will lose their Ardo mandate from the date of acquisition.
- 5.7 The number of EWC members and allocation of seats will be reviewed every four years.
- **5.8** In the event that the UK is no longer a member of the European Union or EEA and the 2009/38 EC Directive is no longer applicable to UK employees, Ardo will continue to allow UK employees to be covered by this agreement and allow UK representation with full rights as outlined in this agreement.

# Six - The Chair and Deputy-Chair of the Ardo European Works Council

- **6.1** The Ardo European Works Council shall choose its Chair and Deputy-Chair among the members of the European Works Council. The Chair and Deputy-Chair shall be chosen during the first meeting of each four-year mandate of the European Works Council.
- **6.2** When the attempt to find a prior agreement among the EWC members fails, the election of the Chair and Deputy-Chair of the EWC shall take place successively, in that order, by secret ballot. The candidate with the highest number of votes will take office. In the event of a tie, a second round of voting shall be held among the candidates with the highest number of votes. If the Chair or the Deputy-Chair resigns or leaves the EWC, new elections will be held at the following European Works Council regular or extraordinary meeting in order to choose their replacements.
- **6.3** The Chair is responsible for presiding over meetings where no Central Management representatives are present. Furthermore, the Chair shall be responsible for finalizing the agenda (after consultation with the Select Committee) together with Central Management (a draft agenda

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will be prepared by Central Management in the session referred to in 10.1), circulating information to all EWC members, supporting central management in drafting the minutes of the joint EWC and, if necessary, after consultation with Select Committee, reaching a bona fide agreement with Central Management regarding confidentiality disputes or other disputes.

**6.4** The Chair shall represent the European Works Council within the framework of the decisions adopted. When the Chair is authorised to do so, he/she may give statements and express opinions on behalf of the European Works Council. The Chair shall also be responsible for submitting the minutes of the EWC preparatory meetings. Management will not have access to those minutes.

**6.5** The Deputy-Chair shall replace the Chair in his/her tasks when he/she is unavailable for whatever reason.

### Seven - Select Committee

**7.1** In order to allow proper coordination and provide intermediate information, a Select Committee shall be elected by the EWC from and among its members (the Select Committee).

The Select Committee shall be composed by:

- The Chair and Deputy Chair of the EWC;
- Additional 5 members.

When the attempt to reach a prior agreement among the EWC members fails, the 5 additional members of the Select Committee shall be appointed by secret ballot by all the members of the European Works Council. Voting shall take place during the first meeting of the four-year mandate of the European Works Council members. For the purposes of diversity, there shall be no more than 2 representatives per country within the Select Committee including the Chair and Deputy Chair. The Select Committee shall ensure a balanced representation of genders, if nominations allow it. Candidates receiving the highest number of votes shall be elected. In the event of a tie, there shall be a second round of voting to choose among the candidates with the same number of votes.

Two substitute members will be elected by secret ballot. The substitute member who is chosen according to this procedure may attend the meetings of the Select Committee in the absence of a Select Committee member. In doing so, the substitute member shall assume all the obligations of the member he/she is replacing. If a member of the Select Committee resigns or leaves the European Works Council, the substitute member shall replace the resigning or outgoing member until the end of the mandate, and another substitute member shall be designated.

- **7.2** The EWC may decide by simple majority of its members to delegate part of its task to the Select Committee.
- 7.3 The Select Committee shall be responsible, in consultation with the entire EWC, for:
- -preparing and drafting the agenda of the EWC plenary and joint meetings during the meeting between Select Committee and Central Management referred to in 7.4;
- preparing and monitoring the joint and preparatory EWC meetings;
- preparing and monitoring the extraordinary meetings;
- preparing changes to the terms and conditions of the present Agreement;
- assessing training needs;
- -supporting the Chair in drafting the minutes of the EWC and Select Committee meetings, excluding the joint meetings with Central Management;
- reaching a bona fide agreement with Central Management and Chair regarding confidentiality disputes or other disputes.

7.4 The Select Committee shall meet with Central Management at least once a year. The Select Committee is entitled to hold a preparatory meeting the morning of the day of the meeting with Central Management. All Select Committee members that can not reach the meeting venue on the morning of the day's meeting are allowed to travel the day before.

During this meeting with Central Management the Select Committee shall be updated on the relevant economic, social and transnational developments affecting the Company as far as it belongs to the competence of the EWC according to clause 3.

The Select Committee and Central Management may agree on another duration of the meeting or travel arrangements from and back to home.

Central Management will also report towards the Select Committee on exceptional circumstances according to section 10.

# Eight - European Works Council meetings

- **8.1** The Ardo European Works Council and Central Management shall meet at least once a year (hereinafter, "joint meetings"), following an announcement of the meeting by Central Management. Such joint meeting will, in principle, be held during the first quarter of the calendar year.
- 8.2 Each joint meeting shall be preceded by 1) a Select Committee preparation and coordination meeting and by 2) a EWC preparation and coordination meeting (hereinafter, "preparatory meetings") in which only EWC members will participate (day 1). Once the joint meeting with Central Management are over, the European Works Council and/or the Select Committee may hold a subsequent meeting (hereinafter, "debriefing meeting") immediately following the joint meeting, in which Central Management representatives shall not take part. At the end of the joint meetings or following such debriefing meeting EWC may express its opinion via the Chair (day 2).

The European Works Council meetings will be organised along the following time frame:

Day 1: 12-15 h Select Committee

15-18 h Preparatory meeting

Day 2: 8:30 -13 h Joint meeting

14-15:30 h Debriefing meeting

The Select Committee and Central Management may agree on a different timeframe. All EWC members that cannot reach the meeting venue on time on the morning of Day 1 are allowed to travel the day before.

#### Nine – Joint meetings between Central Management and EWC members

- **9.1** During the joint meetings, Central Management as defined in clause 1 c) shall chair the meetings and shall be responsible for the functioning and operation of the EWC.
- 9.2 Central Management shall circulate the invitation to the joint meetings, showing the place and date of the meetings, at least six weeks before the meetings. An agenda will be prepared by Central Management and Select Committee during the joint meeting between Select Committee and Central Management and will be finalized between the Central Management and the Chair of the Ardo EWC. It will be circulated with as much notice as possible ideally four weeks but in any event no later than three weeks prior to the joint meetings. Likewise, with a view to encouraging a deeper understanding of the matters on the joint meetings agenda, Central Management shall submit an informational report on these topics. The report, together with other key documents, will be translated into other languages as needed (see section 12) and circulated at least 10 working days prior to the joint meetings.
- 9.3 During the joint meetings, the European Works Council shall be informed and consulted on

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the items stated in section 3 above. The agenda of the joint meetings shall also contain all additional items as agreed between the Central Management, Select Committee and the Chair.

- **9.4** Following the joint meetings, the EWC Chair and the Central Management will collectively agree on the minutes of the joint meetings prior to wider circulation. At the beginning of the meeting, one or two participants will be appointed to take minutes of the meeting. The minutes will be translated in the EWC languages (see section 12).
- **9.5** It is intended that the information and results of any consultation will be communicated as widely as possible to employees at national level. To this end, the EWC Chair and the Central Management will agree on the text of an annual newsletter to be inserted in due time in Connect or similar document.

# <u>Ten</u> – Exceptional circumstances and extraordinary meetings

- 10.1 Wherever possible, information and consultation will take place as part of annual Ardo EWC and Select Committee meetings. However, Central Management and the Chair of Ardo EWC are both entitled to request extraordinary meetings when exceptional transnational circumstances (see 1 i) that may affect the Company and/or employees' interests to a considerable extent arise. Parties agree that such circumstances should directly affect at least 50 employees in at least two countries, with an impact of at least 25 employees in each of at least 2 countries covered by this Agreement.
- 10.2 In case of exceptional transnational circumstances the Select Committee shall have the right to meet with Central Management ("extraordinary meeting"). If any of the countries directly concerned by these exceptional circumstances are not represented in the Select Committee, the EWC members appointed in such country shall have the right to attend such meeting.
- 10.3 In case of exceptional transnational circumstances, Central Management shall provide as soon as possible the Select Committee and, if applicable, the representatives of the countries directly concerned by these circumstances with preliminary information that will allow an assessment of the potential impact on the Company and especially on employees' interests

# **Eleven** - Translations and Interpretation

- **11.1** Central Management shall ensure that the employee representatives are given the necessary interpretation support in case they don't have enough understanding of the English language.
- 11.2 All relevant EWC documents including the informational report, presentations and the minutes of the joint, preparatory and debriefing meetings shall be translated and circulated in all the languages needed by the members of the European Works Council and Select Committee.
- **11.3** For the purpose of clause 11.2 languages will be limited to: English, French, German, Spanish and Dutch. Central Management and EWC may decide to add or to omit a specific language.

### <u>Twelve</u> – Linkage with national employee representative structures

- 12.1 National and European levels of information and consultation must play complementary and effective roles. Pursuant to this Agreement, the Ardo European Works Council shall not replace the employees' representation structures that exist in each country or question the prerogatives enjoyed by staff representatives under domestic laws. Consultations at the national and/or local levels about issues that may have a transnational impact should start within a reasonable time following the beginning of a European consultation, if possible. Consultation within the EWC will supplement and not replace, duplicate or supersede existing mechanisms for informing and consulting employees at national level.
- 12.2 The members of the European Works Council will be in a position that any information they receive from Central Management is passed on to the employees they represent and that, where appropriate, the requests and opinions of the employees are transferred to Central Management. If necessary, appropriate communication channels with other worker's representatives at national level will be arranged for EWC members.

# Thirteen - Support and facilities

The reasonable operating expenses of the EWC shall be borne by Ardo. Ardo shall provide the members of the EWC with such financial and material resources to enable them to perform the duties in the appropriate manner.

# Fourteen - Confidentiality

- 14.1 Central Management is authorized to indicate to the members of the European Works Council, the Expert, members of the Select Committee and all attendees to a European Works Council or Selected Committee the confidential nature of certain information the circulation of which may objectively seriously harm the Company; these members and Experts are not authorised to disclose information to third parties that has been expressly divulged to them as confidential. Central Management shall declare whether any information should be treated as confidential before sharing it. If Central Management declares certain information as confidential, it shall state: (i) why said information is deemed confidential, (ii) for whom said information is deemed confidential, and (iii) for how long said information shall remain confidential.
- 14.2 In addition, the Central Management is authorized not to transmit certain pieces of information, the list of which is laid down by Belgian Royal Decree, as their nature is such that, based on objective criteria, their transmission would seriously harm the functioning of the undertaking or would be prejudicial to it.
- 14.3 The Company agrees that it will not avoid providing comprehensive and appropriate information on grounds of confidentiality.
- 14.4 The European Works Council, by simple majority of its members, may question the confidentiality of any information mentioned under clause 14.1 and request that Central Management reconsider its position. In this case, the Chair and Select Committee shall act as a focal point in the discussions with Central Management in order to reach a bona fide agreement. If the case can not be solved, the Chairman of the labour court of the place of the seat of the central management shall decide as a last resort in line with Belgian legislation.
- 14.5 All confidentiality obligations continue to apply after the end, for whatever reason, of an individual's involvement in the EWC.

### <u>Fifteen</u> – EFFAT Representative

In order to better fulfil its functions, the European Works Council shall count on the assistance and presence of one EFFAT Representative who can be member of the EFFAT Secretariat or a Trade Union Official of an EFFAT Member Organizations with membership in Ardo (the "EFFAT Representatives"). Such Representative shall provide support to the members of the European Works Council and facilitate discussions between the parties. The EFFAT Representative can be present during all ordinary and extraordinary EWC and Select Committee meetings, including the joint meetings with Central Management. Ardo shall bear the necessary costs associated with travel, board and lodging for one EFFAT Representative.

The unavailability of the EFFAT representative and/or his presence during meetings may not delay the proper timing and functioning of EWC and Select Committee.

# Sixteen - Expertise

The EWC and the Select Committee may be assisted by experts of their choice, in so far as this is necessary for them to carry out their tasks. Ardo Management will bear the costs of one expert. It is understood that the costs of the expert need to be approved on beforehand by Central Management. One external expert can be present during the joint meeting between Central Management and EWC or Select Committee if agreed upon by Central Management.



# Seventeen - Training

In order to fully exercise their duties as representatives in an international environment, the Select Committee in consultation with the EWC may agree with Central Management on specific training for EWC members. Training will be provided without loss of wages.

# Eighteen - Expenses

- **18.1** Central Management shall bear all reasonable costs deriving from the functioning of the European Works Council and Selected Committee and shall provide EWC members with all reasonable means required to apply their rights arising from this Agreement.
- 18.2. EWC members and their substitutes will be released from duty to attend all EWC related engagements with pay and appropriate travelling time. EWC members must arrange in advance for time off and travel with the local Management, in accordance with national laws and practice. The Central Management and/or local management will also be responsible for ensuring that local managers do not obstruct EWC members or their substitutes from carrying out their functions as outlined in this Agreement.

# Nineteen - Protection of Employee Representatives

- 19.1 Under this Agreement, EWC members while performing their duties are entitled to the protection and guarantees provided for employee representatives by the national legislation and/or collective agreement of their country of employment. EWC and Select Committee members will have the necessary time for their work related to the EWC and Select Committee.
- 19.2 EWC members will not be subject to any discrimination resulting from the lawful exercise of their activities and must enjoy adequate protection as regards dismissal and other sanctions. Performing duties as a EWC full member or substitute will not affect performance appraisals and career development in any way.

# Twenty - Duration, Termination and Amendment of the Agreement

- **20.1** This Agreement shall enter into force from the date of the signature and shall remain in effect for a term of four years. It will be tacitly renewed for consecutive four-year periods, unless notice is given as specified in clause 20.2.
- 20.2 This Agreement shall be automatically extended for additional four-year periods, unless either of the parties terminates it by sending notice in writing to the other party at least 12 months before expiration. Regardless the moment of sending, such notice will take effect 12 months before expiration of the four-year period. A majority of the EWC full members may jointly decide to terminate the present Agreement by giving written notice. Notice must be given by registered mail duly signed by members that decided to terminate the present Agreement. Central Management may equally decide to terminate the present Agreement by giving written notice. Notice must be given to the EWC Chair by registered mail duly signed by an authorised Company representative. In case of termination, a renegotiation period of eighteen months starting at the start of the 12 months' notice period, will be applicable. During the eighteen months renegotiating period, the current Agreement remains in place and additional meetings will take place among the existing Ardo EWC and the Management to allow sufficient time and occasions to negotiate a new agreement while not impeding the normal functioning of the EWC according to this Agreement. If the eighteen months' renegotiating period expires without any agreement among the parties, the EWC Agreement will be terminated and the EWC will operate under the rules set out in the subsidiary requirements of the Directive 2009/38 and the Belgian implementation thereof.
- 20.3 Should the Company and the EWC members deem it necessary (for instance, if there is a material change in the relevant law or for any other reason), this Agreement may be amended in writing by mutual consent during its lifetime. Discussions on amendments may be held between Central Management and the Select Committee, and any amendment to the Agreement shall be subject to a majority vote within the EWC.

# Twenty-one - Dispute Resolution

- **21.1** The parties will consider any disputes arising from this Agreement as serious and Central Management and Chair, if necessary, after consultation with Select Committee, will try to resolve them bona fide.
- 21.2 In the event that disputes cannot be resolved bona fide, the procedures following hereafter will apply: any issue of interpretation or any alleged violations of the provisions in this Agreement will be subject to arbitration by a panel of three arbitrators. Central Management shall appoint one arbitrator and the EWC members shall appoint the second. Both nominations will occur no later than three weeks after the complainant has addressed a written motivated notification to the other party. The two arbitrators will jointly appoint a third arbitrator within two weeks.
- **21.3** The arbitration panel will decide by a majority of votes and submit a recommendation to the EWC and Central Management.

# Twenty-two - Status and Interpretation - Governing Law

- 22.1 It is the intention of the parties that this Agreement, once ratified, shall be legally binding under the terms of Article 6 of Directive 2009/38/EC and its transposition into Belgian Law by the "Collective agreement no 101 of 21 December 2010 on the information and consultation of employees in community-scale undertakings and Community-scale groups of undertakings".
- 22.2 This Agreement, any of its subsequent amendments and/or additions and any documents produced, by, or in relation to the functioning of the EWC shall be interpreted and construed in all respects in accordance with the English language version. The English text of the present Agreement is the official text. In case of differences between the English text and a translation thereof, the English text shall prevail.

# Entry into force

This Agreement will enter into force on April 3rd, 2019.

Upon its entry into force, this Agreement will supersede any prior agreements, written or oral, relating to the subject matter of this Agreement.

Ardo Central Management

Rik Jacob

CEO

on behalf of Rik Jacob byba,

SNB Members (see attached list signed by electronic signature)

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EFFAT, European Federation of Food, Agriculture and Tourism Trade Unions Enrico Somaglia