

DS Smith plc

2019 European Works Council Agreement

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This **2019 European Works Council Agreement** is entered into by and between:

- (1) DS Smith plc; and
- (2) The members of the DS Smith plc European Works Council holding office under the terms of the 2015 DS Smith plc European Works Council Agreement.

PREAMBLES

- (a) In order to ensure continued long-term success in a highly competitive international environment, DSS and representatives of its Employees have agreed on a voluntary basis to implement a pro-active strategy of timely and appropriate communication relating to DSS's corporate vision, values, goals and conduct of its businesses by operating a forum for information and consultation between DSS management and representatives of its Employees.
- (b) Notwithstanding the UK referendum result on EU membership and other political developments within Europe, DSS remains fully committed to the exchange of information and consultation on transnational matters with representatives of its Employees in accordance with this Agreement.

DEFINITIONS

Agreement: this agreement and its appendices as amended from time to time in accordance with their terms and conditions.

Consultation: the establishment of dialogue and exchange of views between Management and Representatives always within a reasonable time of the contemplated measures to which the consultation is related and at such time, in such fashion and with such content as enables Representatives to express an opinion, and provide alternative proposals, on the basis of the Information provided about the contemplated measures to which the consultation is related, having regard to the responsibilities of Management to take decisions effectively. Consultation under this Agreement will be more than the mere provision of information. It will comprise a genuine dialogue in which Representatives will be given suitable opportunities to ask questions, express opinions and submit suggestions, all of which will be considered by Management who will provide a reasoned response.

Consultation shall be conducted in such a way that the Representatives can, if they so reasonably request, within a reasonable time, meet with central management to discuss Management's reasoned response.

Corporate Functions: currently comprising the HR, IT, Legal, Finance, Strategy and Communications departments and the DSS Shared Service Centres.

Country: any country in Europe in which DSS has operations from time to time.

DSS: DS Smith plc, its subsidiaries and any business in a Country over which it can exercise a dominant influence by virtue of ownership, financial participation or the rules which govern the business. The ability of DS Smith plc to exercise a dominant influence over a business will be presumed (unless the contrary is proved) when it directly or indirectly: (a) can appoint more than half of the members of the business's administrative management or supervisory body; (b) controls a majority of the votes attached to the business's issued share capital: or (c) holds a majority of the business's subscribed capital.

Employee: any person employed by DSS in a Country considered to be an employee under that Country's national laws.

EWC: the works council operating in accordance with this Agreement to represent all Employees, comprising the Representatives as at the date of signing this Agreement.

EWC Diversity Committee: a sub-committee of EWC representatives with responsibility on the EWC for the following aspects of diversity: apprentices and youth, mature employees and the ageing workforce, gender, race and ethnicity, disability, religion and belief and LGBT. The EWC Diversity Workstream Lead shall be responsible for working with Group Human Resources to progress diversity issues.

EWC Executive Group: the EWC Chair and EWC Co-Ordinator together with each of the Portfolio Leads.

EWC Health & Safety Workstream Lead: a competent health & safety advisor appointed by the EWC Executive Group and whose responsibilities are referred to in paragraph 1.7.

EWC Regional Executive Committee: a committee comprising the EWC Executive Group together with, subject to paragraph 3.4, one Representative appointed or elected from each of the Regions.

Group HR Director: the DSS Group HR Director from time to time or his / her designate

Information: data transmitted by Management to the EWC Executive Group in order to enable them properly to acquaint themselves with the subject matter and to examine it; being given at such time, in such fashion and with such content as is appropriate to enable the EWC Executive Group to undertake an in-depth assessment of the possible impact and prepare for Consultation.

Management: the Executive Directors of DSS, the Divisional Chief Executives of each DSS Division and their designates (including without limitation the DSS HR Director).

Packaging Manufacturing: those parts of DSS's business engaged in Packaging Manufacturing operations.

Parties: DSS and the EWC.

Plastics Manufacturing: those parts of DSS's business engaged in Plastics Manufacturing operations.

Plenary Meeting: a form of Full EWC Meeting held in accordance with paragraph 5.2.

Portfolios: Packaging Manufacturing, Plastics Manufacturing, Supply Engine Manufacturing and Corporate Functions.

Portfolio Leads: Representatives who are appointed to act on a full-time basis as representatives for each of the Portfolios in accordance with paragraph 3.3. The Corporate Functions Portfolio is a part-time role but the Representative holding this role shall be appointed on a full-time basis and shall also support other Portfolio Leads.

Regions: the five regions of Europe as defined by the EWC Executive Group.

Representatives: the employee representatives of the EWC elected or appointed in accordance with paragraph 3) to represent all Employees.

Specialist Representatives: all members of the EWC Executive Group, the EWC Regional Executive Committee, the EWC Diversity Workstream Lead and the EWC Health & Safety Workstream Lead.

Supply Engine Manufacturing: those parts of DSS's business engaged in Paper Manufacturing, Paper Sourcing, Recycling and Logistics operations.

Transnational Matters: means matters that: (a) concern DSS as a whole or at least two undertakings or establishments that form part of DSS situated in two of the Countries; and (b) when taking into account both the scope of their potential effects on and the importance for Employees, should be subject to transnational Consultation.

1) Aims, guiding principles and objectives

1.1 In view of the size, growth and global nature of DSS, this Agreement promotes the exchange of transnational information and consultation with Employees. DSS considers that such an arrangement is mutually beneficial to DSS and the Employees and will assist with the long-term success and profitability of DSS in a highly competitive European environment.

1.2 The Parties believe that a positive process for information and consultation at a transnational level specifically designed to meet the needs, and for the mutual benefit, of DSS and the Employees, will help to maintain an open and communicative environment between DSS and the Employees, to enhance and further the reputation which DSS holds in the market place.

1.3 The Parties acknowledge that this Agreement is in addition to existing functioning local and national laws and agreements for the provision of information and consultation. It is acknowledged that there is an obligation on DSS to promote national employee information and consultation forums to represent Employees in each and every one of the Countries and to facilitate their creation in all Countries wherever reasonably practicable. This is a pre-requisite for the effective running and operations of the EWC within the letter and spirit of this Agreement. DSS will, given the EWC's historic track-record in assisting with the setting up of national information and consultation forums, enlist the assistance of the EWC in creating national information and consultation forums, initially through the EWC Executive Group.

1.4 Some matters will, in accordance with relevant law and practices, be discussed at local level. Whether or not such matters also fall within the ambit of this Agreement will depend on whether they are also Transnational Matters.

1.5 The Parties wish to develop a culture of mutually fulfilling, trust-based Employee-Management relations. This is a top priority to achieve the level of social dialogue DSS wishes to foster at the European level, in particular with and through the EWC.

The Parties' aim is to arrive at a social policy driven by both Employees' and DSS's needs. In this context, with an eye to the needs Employees have expressed for security and stability and in light of the fundamental role they play in the DSS's success, DSS pays particularly close attention to informing them, promoting their development and providing them with the management they need to deal with changes that may affect them.

These commitments are more specifically documented in a code of conduct entitled "**D S Smith PLC – Code of Conduct**" and the DSS Employee Charter (a charter entered into between DSS and the EWC), copies of which are held by Management and Representatives and which can also be found on the DSS website.

1.6 In the interest of its Employees and DSS, DSS pledges to undertake reasonable endeavours to optimize internal and external job redeployment opportunities, when applicable, for all Employees affected by possible redundancies.

DSS will use its reasonable endeavours to prevent compulsory redundancies and other collective disruption, by pursuing other approaches whenever reasonably possible. In particular, DSS will:

- a) Seize the opportunities offered by natural headcount attrition to minimize compulsory redundancies.
- b) Make reasonable endeavours to help Employees analyse their skills and career paths and offer them training, outplacement and reassignment opportunities whenever this becomes necessary.
- c) Give priority to voluntary departures and job redeployment instead of redundancies and other forms of collective disruption.
- d) Take agreed steps to assist Employees, where appropriate, with their preparations for retirement.
- e) Recognize that the above alternate social measures give Employees a positive influence in their future, even in a period of difficult restructuring.

1.7 Because it believes that all Employees have a right to work under conditions that ensure their safety and protect their health and well-being in accordance with national laws and recognised health & safety best practice, DSS will regard all measures that promote health, safety and well-being in the workplace as a matter of the highest priority. Accordingly, the

EWC Executive Group will appoint a competent Health & Safety advisor to act as the Workstream Lead. The EWC Health & Safety Workstream Lead's responsibilities will include the appointment of geographic health & safety ambassadors from the Representatives who will collectively work in partnership alongside national safety forums in promoting health and safety culture across DSS.

1.8 Aware that training is an important and high priority investment both for its Employees and for DSS, DSS pledges to develop a continuous learning culture enabling its Employees to develop their skills and meet their professional goals and DSS's needs. To this end, DSS shall offer appropriate training and development programmes as resources permit.

1.9 DSS will ensure that in each Country it complies with the obligations set out in the Employee Charter and will not discriminate against Employees because of gender, pregnancy, maternity, paternity, race, colour, ethnic or national origin, genetic makeup, disabilities, sexual orientation, language, religion, belief, age, marital status, gender reassignment, political belief, or union membership. DSS pledges to ensure that each Employee is fairly treated in matters of employment, work activity and compensation.

DSS and the EWC are committed to reviewing social and workplace diversity to work towards best practice. The EWC Diversity Workstream Lead will work with Management to ensure diversity and equal treatment in all work related matters, including but not limited to, recruitment, employment, personal development, work activity, terms and conditions and DSS's policies. The EWC Diversity Workstream Lead will represent the EWC on the appropriate DSS Diversity Forums.

Further details concerning the roles of EWC Diversity Committee and EWC Diversity Representatives are in Appendix 6.

2) Topics on which there will be Information provided and Consultation

2.1 The scope of this Agreement will be restricted to Transnational Matters. Issues which are purely local in nature will be excluded from discussion under the procedures set out in this Agreement. For the avoidance of doubt, in connection with whether or not a matter is a Transnational Matter, matters will be deemed to concern DSS as a whole or at least two undertakings or establishments that form part of DSS situated in two of the Countries where, notwithstanding that they may directly impact upon employees in only one Country, they also have a significant effect on Employees in at least one other Country.

2.2 Information will be provided to the EWC Executive Group (in accordance with the objectives contained in the definition of “**Information**” in this Agreement) and Consultation will be undertaken with the EWC Executive Group on relevant topics including but not limited to:

- Financial and economic performance of DSS across all of operations;
- Strategic direction of DSS (including probable development of the business and of production and sales, the situation and probable trend of employment and investments);
- Mergers, acquisitions, joint ventures and disposals (Information and Consultation in this area will be conducted in accordance with Appendix 9);
- Introduction of new working methods or production processes;
- Employee development and training;
- Major restructuring programmes;
- Collective redundancies;
- Changes in terms and conditions of employment or working practices;
- Cutbacks or closures;
- Health & Safety and the environment;
- Equal Opportunities and diversity;
- DSS Group Personnel Policies;
- Social Issues which impact DSS;
- Data Protection; and
- IT Strategy.

Information will also be provided to the EWC Executive Group on competitors’ activities and market developments but no Consultation will be undertaken in respect of it.

Management will consult with the EWC Executive Group on Transnational Matters in respect of which it provides Information in accordance with the terms of this paragraph 2.2; save where Management reasonably believes that there are exceptional circumstances which mean that Consultation would be unnecessary. In such circumstances, Management will notify the EWC Executive Group of its decision not to engage in Consultation and at

the same time will provide reasons, subject to paragraph 10) and, in particular, the right under paragraph 10.3 not to disclose Sensitive Confidential Information.

Management will also give Information to all Representatives at Full EWC Meetings.

Information relating to Transnational Matters will be provided to the EWC Executive Group before information is provided at national or local level to trade union representatives or employee representatives elected or appointed at national level, subject to any local laws or local practice.

Information and Consultation on all Transnational Matters at EWC level will be concluded before Management (or their designates) implement any binding decisions on such matters.

3) Geographic Scope, Structure, Representatives and Substitutes

- 3.1 The EWC will comprise the Representatives elected or appointed in accordance with this Agreement who will meet with Management.
- 3.2 Each area of the business defined as Packaging Manufacturing, Plastics Manufacturing, Supply Engine Manufacturing and Corporate Functions shall have a Portfolio Lead.
- 3.3 The Portfolio Leads must be Employees and, subject to the initial appointments pursuant to Appendix 12, will be appointed by Representatives in their respective Portfolios. Subject to this requirement and subject always to any local laws, should any of the Portfolio Leads cease to be Representatives, they will remain eligible to continue as Portfolio Leads for up to 52 weeks at the discretion of the Regional Executive Committee.
- 3.4 A member of the EWC Executive Group shall be considered as representing the Country in which they are based on the EWC Regional Executive Committee without the requirement for an additional Representative to be elected or appointed from that Country to the EWC Regional Executive Committee.
- 3.5 The EWC Regional Executive Committee is empowered to appoint or remove the EWC Chair, EWC Deputy Chair and EWC Administrator. The role and responsibilities of the EWC Chair and EWC Deputy Chair are as in Appendix 2 and the EWC Administrator roles and responsibilities are as in Appendix 3.

- 3.6 If there are substantial changes in DSS's organizational structure and/or the number of Employees in any of the Countries in which it has business operations, and subject to the application of paragraph 14), either Party may request a discussion on how to change the balance in Employees' representation on the EWC (subject always to the principle that the number of Representatives shall follow the agreed formula of representative ratios set out in Appendix 13).
- 3.7 If the number of Employees in a Country has been reduced below the respective threshold, there will be no automatic requirement to reduce the number of Representatives and the Representative(s) shall in any event complete their elected term of office. However, the total number of Representatives shall not exceed the maximum number set out in paragraph 3.8 and no further Representatives may be elected or appointed if this would result in the total number of Representative exceeding this number.
- 3.8 In accordance with local law and practice in each Country where there are Employees, and subject to the provisions of paragraph 3.9, there shall be elected or appointed 50 Representatives to attend the EWC.

Representatives are elected or appointed by proportional representation in accordance with the Representative ratios at Appendix 13 (“**the Representative Ratios**”) subject to a maximum of 50 of Representatives and the provisions of paragraph 3.9.

In any Country in which Employees have no EWC representation, the respective Portfolio Leads (as appropriate) will take principal responsibility for facilitating the provision of such representation.

3.9 The Parties recognise that:

- it is important for the effective running of the EWC that the Employees to Representatives ratios which apply in each Country should be fair and proportionate. The principle of proportional representation must therefore always be honoured; and
- there must be a cap of 50 Representatives (inclusive of all members of the EWC Executive Group and the EWC Regional Executive Committee who are entitled to attend Full EWC Meetings) in order to ensure that EWC business can be run efficiently and effectively.

3.10 DSS undertakes to use its reasonable endeavours to ensure that all elections for the role of Representative or for any other office within the EWC is undertaken fairly by secret ballot

and otherwise in accordance with best practice, and devoid of any coercion, intimidation, discrimination, bullying or harassment.

3.11 A substitute shall be determined at the same time as the Representatives and shall be the person(s) polling the next highest number of votes after the Representatives elected in each ballot or as shall be appointed in accordance with local laws and practice (“**Substitute**”). If a Representative is unable to attend an EWC meeting, for example due to illness or other reason, their Substitute will attend the meeting in his or her place. If a Substitute is to attend an EWC meeting, the EWC Executive Group should be informed prior to them attending.

A Substitute may also attend Full EWC meetings in their Country, on a one-off basis and with the prior agreement of the Group HR Director and subject to operational needs. The Substitute attends the meeting as a guest (without any right to vote at such meetings). The Substitute must make the appropriate administrative arrangements for attending an EWC meeting with the EWC Executive Group and/or designated organizer.

3.12 Save in circumstances in which a company in DSS is less than 2 years old at the time of an election or save in exceptional circumstances (and subject to the approval of the EWC Regional Executive Committee), only Employees with at least two years of service in DSS or acquired companies shall be Representatives, as the Parties believe this will enhance the information and consultation process as such Representatives are likely to have a wider internal network and sufficient knowledge of DSS and the issues affecting its Employees.

3.13 Employees of DSS who are not employed in a Country may be invited to attend EWC meetings, without voting rights, by the EWC Chair in agreement with the Group HR Director.

3.14 In the absence of any contrary national law, Representatives will be selected in accordance with the procedure providing for the election or appointment of employee representatives under the subsidiary requirements of each Country’s national law implementing or as previously implemented Directive 2009/38/EC.

3.15 If during his/her appointment to the EWC, a Representative leaves the employment of DSS, their term of office as a Representative will terminate at the cessation of employment.

The delegated Substitute shall take the Representative's place for the unexpired portion of their term of office. If there is no Substitute, a new ballot (where necessary) or a new appointment in the Country in question shall be carried out.

3.16 The EWC will have an EWC Co-Ordinator who, from the date of this Agreement, will be the EWC Chair. In the event of a vacancy arising for the role, an EWC Co-Ordinator will be appointed by the Group HR Director following engagement with the EWC Executive Group. The role description for the EWC Co-Ordinator is at Appendix 4. The EWC Co-Ordinator may be a Representative but must be an Employee. The EWC Co-Ordinator has the right to attend and participate in all EWC meetings held in accordance with paragraph 5). The EWC Co-Ordinator position does not of itself confer EWC voting rights on its holder. In all other respects, the EWC Co-Ordinator has the same rights and status as all other Representatives.

4) Duration of the mandate

4.1 Periods of office for all Representatives will be determined in accordance with established procedures in each country. It is, however, recommended that Representatives are elected for as long a period as possible under national statute/procedures and preferably for not less than five years.

4.2 There will be no prohibition on a Representative being re-elected to office in accordance with the established national and local election procedures once their term of office has expired.

5) Meetings

A schedule of meetings is set out in Appendix 11.

5.1 Full EWC Meetings

Every six months a full meeting of the EWC shall take place ("**Full EWC Meeting**"). Full EWC Meetings will ordinarily take place after the end of DSS's fiscal half and full years in January and July respectively.

5.2 Plenary Meetings

One out of every four Full EWC Meetings shall be designated a plenary meeting ("**Plenary Meeting**") and will ordinarily take place every other July.

5.3 Portfolio Meetings

Separate EWC meetings for Representatives in each of the Portfolios shall take place every six months (“**Portfolio Meetings**”) under the umbrella of the Full EWC Meetings. The Portfolio Leads shall be responsible for organizing Portfolio Meetings with the senior management of their respective Portfolios.

5.4 Full EWC Meetings’ Locations

All Full EWC Meetings (including Plenary Meetings) will take place in a European city location to be determined by the EWC Executive Group in agreement with the Group HR Director.

5.5 EWC Executive Group Meetings (with Management)

The EWC Executive Group shall meet twelve times per year, typically once in every calendar month. Six of the annual EWC Executive Group meetings in accordance with this paragraph 5.5 shall be attended on a bi-monthly basis by the Group Chief Executive Officer and Group HR Director or their substitute(s) from an appropriate level of Management. Four of the annual EWC Executive Group meetings in accordance with this paragraph 5.5 shall also be attended on a quarterly basis by the other members of the EWC Regional Executive Committee and shall also be attended by the Group Employee Relations Director or any other appropriate level of Management, and such additional members of Management as he or she may invite (with reasonable prior notification of additional invitees always being given to the EWC Regional Executive Committee).

5.6 EWC Executive Group Meetings (without Management)

The EWC Executive Group (and, where their presence is provided for under paragraph 5.5, the other members of the EWC Regional Executive Committee) shall be entitled to meet without the presence of Management both before and after its meetings with Management referred to in paragraph 5.5 and upon such other occasions as the EWC Executive Group believe are required to provide proper representation for the Employees and/or in order to ensure the effective running of the EWC. The EWC Executive Group shall be entitled at its discretion to have the presence of their advisors at the EWC Executive Group meetings referred to in this paragraph 5.6.

5.7 EWC Executive Group Meetings’ Language

EWC Executive Group Meetings held in accordance with paragraphs 5.5 and 5.6 will be held in English and will not ordinarily be translated.

5.8 EWC Regional Executive Committee decisions

EWC Regional Executive Committee decisions will be decided on a majority basis, with a casting vote from the EWC Chair if required.

5.9 EWC Regional Executive Committee Meetings

The EWC Regional Executive Committee shall meet twice annually at the January and July EWC meetings and twice annually in a European city location to be determined by the EWC Executive Group and the Group HR Director.

5.10 EWC Diversity Committee Meeting

The EWC Diversity Committee shall meet every six months (“**EWC Diversity Committee Meeting**”). EWC Diversity Committee Meetings will usually take place the day immediately before the commencement of Full EWC Meetings. The EWC Diversity Workstream Lead shall be responsible for organising EWC Diversity Committee Meetings with the appropriate Management.

5.11 Voting

Resolutions at EWC Meetings will be decided by majority vote with a casting vote from the Chair if required.

5.12 EWC Meetings

- i) The EWC Executive Group will endeavor to ensure that by 1 October each year, all the meetings referred to in paragraph 5) have been scheduled for the following year (which, for the purposes of this paragraph 5.12, includes the Full EWC Meeting normally held in the January after the following year).
- ii) Where there are exceptional circumstances affecting employees’ interests, extra meetings will be held with the appropriate level of Management upon the EWC Executive Group’s request.
- iii) Representatives may meet before and after the Full EWC Meetings and Portfolio Meetings without Management being present. Where reasonable additional time is

required for these Representatives' meetings over and above the scheduled meeting's allocated time, this will be permitted subject to the agreement of the Group HR Director, such agreement not to be unreasonably withheld.

- iv) Minutes will be distributed as soon as possible following all meetings referred to in this paragraph 5). Minutes will be distributed initially in English. Translated minutes of all such meetings (except EWC Executive Group and EWC Regional Executive meetings) will be distributed thereafter, as requested, in the languages of all of the attending Representatives.
- v) It is intended that the EWC format will allow for flexibility in combining meetings with business events or special activities. The meetings should be scheduled to allow time for the internal pre and post meetings for Representatives referred to in paragraph 5.12 iii) above. Secretarial assistance during the meetings will, if reasonably requested, be provided by DSS.
- vi) An initial draft agenda in English for all Full EWC Meetings, to include relevant items from the subject matter in paragraph 2.2, will be prepared and circulated to Representatives at least four weeks in advance. At least one week in advance of the meeting, Management will where required also provide by email a copy of all presentation materials for translation and circulation. The HR Director of Corporate Functions and Employee Relations will use his or her best endeavours to facilitate the provision of presentation materials by Management in accordance with this paragraph 5.12 vi).
- vii) Should a Representative wish to add an item to the agenda for a Full EWC Meeting, they shall notify the EWC Chair at least six weeks prior to the meeting in order that the matter can then be considered by the EWC Executive Group. The EWC Chair shall circulate by email to Representatives a final agenda at least two weeks in advance of Full EWC Meetings inclusive of a list of all Management's attendees, and where available, any relevant documentation that will be used during the meeting.

After any Full EWC Meeting a newsletter will be drafted by the EWC Executive Group. The newsletter will be circulated promptly to all Representatives, Management and Employees in line with local practice. The newsletter will be translated into each local language spoken within DSS. The costs for translation will be covered by DSS within the EWC budget referred to in paragraph 9.4.

6) Representatives' Rights and Facilities

- 6.1 Representatives will be given time off from normal duties with payment of full salary and benefits to attend all EWC meetings/activities (including EWC work in relation to issues at individual Country level) together with the necessary preparation and travel time. Where meetings fall on Representatives' days off due to work patterns, the time will be considered working time and compensated in accordance with national or local agreements.
- 6.2 With the exception of the members of the EWC Executive Group (whose representative positions are full-time positions), Representatives' right to time off in accordance with paragraph 6.1 shall be in line with Country specific legislation or either:
- a) for all Specialist Representatives, 50 days per year (inclusive of two Full EWC Meetings each year and exclusive of any English language training provided in accordance with paragraph 7.3); or
 - b) for all other Representatives, 20 days per year (inclusive of two Full EWC Meetings each year and exclusive of any English language training provided in accordance with paragraph 7.3).
- 6.3 Representatives and former Representatives will not suffer unfair treatment or be subjected to any detriment (including but not limited to being declined for promotion, detriment in relation to pay and/or benefits, changes in terms and conditions of employment or working practices, selection for dismissal and/or disciplinary action up to and including dismissal) as a result of their duties or former duties related to the EWC and will be covered by the national law of their Country of employment.
- 6.4 Where a Representative or former Representative believes they have been subjected to unfair treatment or any detriment (including but not limited to being declined for promotion, detriment in relation to pay and/or benefits, changes in terms and conditions of employment or working practices, selection for dismissal and/or disciplinary action up to and including dismissal) as a result of their duties or former duties related to the EWC, they may notify their Portfolio Lead or follow appropriate whistleblowing processes if preferred. If they notify their Portfolio Lead then he or she will then consider the complaint together with the HR Director Corporate Functions and Employee Relations with a view to finding an acceptable solution and they will provide a written response within 28 days of the lodging of the complaint. Where no solution is implemented to the satisfaction of the Representative or former Representative lodging the complaint, they may lodge a

written appeal to the EWC Chair within 14 days of being notified of the decision of the EWC Portfolio Lead and Regional HR Director. The EWC Chair will then consider the appeal together with the Group HR Director and communicate a decision within 28 days of receipt of the appeal. The decision of the Group HR Director shall be final and will conclude the internal process. The Portfolio Lead may also invoke this procedure on behalf of a Representative without the Representative having raised a formal complaint.

- 6.5 Should a Representative be displaced from their contractual job role in order to undertake or as a result of undertaking EWC related activities, they have the right where reasonably practicable to return to their contractual job role or a suitable alternative at the end of their representative term of office or upon the cessation of their EWC related activities.

Where a return to their former contractual job role or a suitable alternative in accordance with this paragraph 6.5 is not reasonably practicable, the former Representative shall remain employed with no loss of pay and benefits and will receive relevant retraining for a duration of not less than two years. The Parties agree that this is designed to facilitate re-entry into the workplace in a suitable role with the compensation that could have been reasonably achieved by the former Representative had they not been previously required to undertake EWC related activities.

- 6.6 The relevant Portfolio Lead will promptly notify the relevant members of Management of the election or appointment of new Representatives, confirming in each case their name and start date in the role to fulfil their duties as Representatives in accordance with Appendix 1. Representatives shall be provided within 28 days of the start of their term of office with private access to a:

- Company computer or netbook with web access
- DS Smith email address with send & receive email facility
- Photocopier
- Printer
- Smart Phone

Representatives shall be provided with access to Plexus.

- 6.7 The EWC will be provided with the means required to fulfil their duties arising from this Agreement.

6.8 The EWC Executive Group and EWC Regional Executive Committee has the right to participate in professional learning and development activities of not less than 40 hours each year (subject to local legislation or agreements, the costs of which will be agreed in principle with the Group HR Director before being incurred), all of which will be designed to enable those conducting EWC executive business, to be more effective in their EWC roles. The Parties anticipate that these activities will include training in a range of relevant areas including (without limitation) presentation skills, dispute resolution, mediation, law, finance, time management, project management and decision making.

6.9 In agreement with the Group HR Director the Representatives will receive facilitated training from suitable experts on relevant learning and development topic(s). Such agreement shall not be unreasonably withheld. This training will be designed to enable all Representatives to conduct EWC business more effectively. Representatives' training can last between one-and three days and will be organised by the EWC Executive Group and will take place at set, designated times either immediately before or after Full EWC Meetings. The EWC Executive Group will also facilitate the provision of suitable induction training for each new Representative following their election to the EWC. The cost of training will be back charged to the relevant region in accordance with paragraph 9.4 and will, subject to local legislation or agreements, be agreed in principle with the Group HR Director before being incurred.

7) Language

7.1 The official language of the EWC and this Agreement shall be English and, as such, the Agreement shall be constructed in accordance with the English language. When signed, this Agreement will be translated into all official languages of all Countries (which at the date of this Agreement is all of the languages into which the DS Smith Code of Conduct has been translated) and shall be posted, in these said languages, on DSS's internal intranet news systems. This Agreement shall also be translated into all official languages of all countries that become a Country.

7.2 All written materials in relation to the EWC will be prepared in English. Meeting agendas will be translated in advance of meetings for all participants. The English language and the ability to understand and speak English is a desirable attribute for all Representatives given that English is the business language of the world.

7.3 Non-English speaking Representatives will be entitled to receive English language training aimed at business professional level for a maximum of 12 months following the

signing of this Agreement. It is an aspiration that the EWC Regional Executive Committee will be able to operate in English. However, for non-English speaking Representatives interpretation will continue to be provided at Full EWC Meetings and Regional Executive Committee Meetings if required.

8) Experts

- 8.1 The Parties have agreed that the EWC shall use the services of experts appointed by the EWC Executive Group to assist them. Experts shall be regarded as those whose education, knowledge, skills and/or experience will help the EWC's understanding of a subject and assist in the effective running of the EWC. Examples could be, but are not limited to, experts from the field of health, safety, well-being, learning & development, diversity, pensions, law, communications, finance and industrial relations. In addition to engaging the services of external experts, experts may also be Representatives, Employees or engaged by DSS in some other capacity. Experts' services will be funded by DSS subject to prior approval by the Group HR Director. All experts will be subject to the same confidentiality obligations as Representatives.
- 8.2 A representative of UNI Europa Graphical Packaging has the right to attend Plenary Meetings only, on invitation of the EWC Executive Group. This UNI Europa Graphical Packaging representative will act as an EWC expert, without the right to vote. He or she will receive the same information as all Representatives attending such Plenary Meetings and shall be bound by identical confidentiality obligations.
- 8.3 Experts and observers shall always conduct themselves with respect for the diversity of beliefs and affiliations of Representatives without favour and provide advice and opinion for the benefit of all Employees. The EWC Executive Group reserves the right to exclude experts or observers whose conduct or performance fails to meet the required standards.
- 8.4 The EWC Executive Group will be entitled to professional independent legal advice from a suitable qualified solicitor, who shall be chosen by the EWC Executive Group. All reasonable costs and expenses associated with the provision of legal advice will be funded by DSS subject to prior approval by the Group HR Director within the EWC budget referred to in paragraph 9.4.

9) Financial

- 9.1 The operating expenses of all EWC meetings, pre-meetings and post-meetings held in accordance with paragraph 5) and all approved language training provided in accordance with paragraph 7.3 will be financed by DSS as follows.
- 9.2 DSS at local level will pay the costs of salary for Representatives to attend all such EWC meetings. The costs of Representatives' accommodation and travel for all such EWC meetings will be paid by DSS and recharged to the respective division.
- 9.3 To ensure that Representatives are not subject to financial detriment, EWC Representatives will be entitled to receive monetary advances where required to cover the costs of travel and accommodation.
- 9.4 The EWC has a budget which is to be determined by Management on an annual basis, in accordance with a budget approval process. The EWC Executive Group shall be responsible for the submission and management of the annual EWC budget. The submission shall be in line with the DSS budgeting cycle and subject to the support of the HRD Corporate Functions and Employee Relations.

10) Confidentiality

- 10.1 Representatives acknowledge that they will have access to and be entrusted with Information in respect of technology, business and financing of DSS and possibly that of its and/or their clients, customers, suppliers, agents and business associates, that amounts to a trade secret, is confidential or is commercially sensitive which if divulged may damage DSS or which could contravene regulatory or legal requirements or any express or implied confidentiality obligation imposed upon DSS ("**Sensitive Confidential Information**"). Representatives also recognise that DSS has other Information regarding the businesses, customers and suppliers, agents and business associates and employees of DSS which may be confidential and may not have been announced publicly ("**Confidential Information**").
- 10.2 Representatives shall keep secret and shall not use or disclose to any person, company or third party any of the Sensitive Confidential Information or Confidential Information other than when directed by DSS and where prior permission has been granted in writing by the EWC Chair and the Group HR Director.
- 10.3 DSS reserves the right not to disclose Sensitive Confidential Information to Representatives. However, DSS will share Confidential Information with Representatives

where possible and where such information is disclosed, DSS will highlight this to the Representatives and that it is not to be used or disclosed outside the EWC unless permission for such release of information has been given in writing by the Group HR Director. DSS will also explain promptly the reasons for not sharing any Confidential Information or Sensitive Confidential Information.

10.4 The restrictions contained in this paragraph 10 shall continue to apply after termination of a Representative's service on the EWC whether or not they remain an Employee.

10.5 The restrictions contained in this paragraph 10 shall continue to apply after the termination of this Agreement.

10.6 The restrictions contained in this paragraph 10 shall not apply to any Confidential Information or Sensitive Confidential Information:

- i) if a Representative can demonstrate that it was in the public domain other than because of a breach of this paragraph 10; or
- ii) which is required to be disclosed by any court, tribunal or regulatory body.

10.7 Both Management and Representatives recognise the importance of preserving the confidentiality of Confidential Information and Sensitive Confidential Information. They also recognise their respective roles and responsibilities in ensuring that such confidentiality is preserved.

10.8 Where a member of the EWC Executive Group reasonably believes that Confidential Information or Sensitive Confidential Information has entered the public domain other than because of a Representative's breach of this paragraph 10 then the EWC Chair or their designate may email the Group HR Director notifying them of their belief and, in brief, the reasons for it. The Group HR Director or their designate must respond by email as soon as is reasonably practicable (and in any event within 7 days) to confirm whether such Information remains subject to the confidentiality provisions in this paragraph 10. If such Information is indicated to remain confidential then the EWC Chair or their designate may convene a meeting with a representative of DSS's HR Department to discuss the continuing classification of such information as confidential. This meeting will take place as soon as possible and in any event within 7 days of receiving the response from the Group HR Director or their designate. Where it is not reasonably practicable for a meeting to take place within this timescale, it may be substituted by a telephone conference.

10.9 All notes, memoranda and other documents and materials (in whatsoever form) containing Confidential Information or Sensitive Confidential Information or otherwise relating to the business of DSS (whether created or acquired by DSS or a Representative) shall be:

- i) the property of DSS; and
- ii) surrendered by Representatives to DSS at the termination of their Representative term of office or at the request of DSS at any time.

11) Authorised Signatories

11.1 The Management signatories are authorised to sign this Agreement on behalf of DSS.

11.2 The Chair and Deputy Chair of the DS Smith plc European Works Council holding office under the terms of the 2015 DS Smith plc European Works Council Agreement are authorised to sign this Agreement on behalf of the DS Smith plc European Works Council holding office under the terms of the 2015 DS Smith plc European Works Council Agreement.

12) Applicable Law and Authoritative Language

12.1 Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the English courts and English law shall apply. Any such dispute that cannot be settled by mutual agreement between Management and Representatives shall be submitted to an agreed mediator. DSS will provide the EWC Chair with the name of three mediators (one of whom shall be an ACAS mediator), and the EWC Chair shall choose a mediator from one of those three.

12.2 This Agreement shall be interpreted and construed in all respects in accordance with the English language version. In the event of any actual or perceived ambiguity, the English language version will prevail.

13) Previous versions of this Agreement

This Agreement contains the entire and only agreement providing for the exchange of transnational information and consultation with the Representatives and has effect from when duly executed. This Agreement amends and is in substitution for all previous agreements and arrangements relating to the exchange of transnational information and consultation, all of which are superseded with effect from the commencement of this Agreement. It is intended to continue the spirit of voluntary collaboration and teamwork.

14) Adaptation

To ensure the appropriate continuity of the EWC established under this agreement the following provisions will apply:

- i) If DSS acquires or establishes a business which has operations and employees in a country in Europe and which itself has no European Works Council, such business shall be deemed an additional member of DSS and this Agreement will be extended to the in-scope employees in such business and where appropriate Representatives shall be appointed in accordance with this Agreement.
- ii) Where a business acquired by DSS has its own European Works Council, this Agreement shall be deemed to extend to the employees in the scope of this EWC, in such business covered by such European Works Council all of whom shall become Employees covered by this Agreement. Such business shall be deemed an additional member of DSS and appropriate steps shall be taken to terminate the European Works Council of the acquired business as soon as practicable.
- iii) Further, steps shall be taken to appoint where appropriate Representatives if the overall number and/or location of employees in the acquired business so justifies.
- iv) Where a business ceases for whatever reason to be a member of DSS, its employees automatically cease to be covered by this Agreement.
- v) In the event of a recognised merger of equals between DSS and another group, Management will use its reasonable endeavours to agree with the management of such other group that this Agreement shall cover the entire merged business. If this is not practicable (for example, where such other group has its own EWC and there are conflicting terms) Management shall submit to the Representatives such proposals for the future transnational information and consultation of Employees within DSS, (which may include amendments to this Agreement, its termination or substitution), as it deems practicable and appropriate in the circumstances then prevailing. If no agreement on such proposals is reached within 12 months of such proposals being submitted, or any counter proposal submitted by Management, the EWC shall be deemed automatically dissolved and, save in relation to any continuing obligations of confidentiality, this Agreement shall have no further force or effect.

- vi) This paragraph 14 shall only apply where DSS acquires or establishes a business over which it can exercise a dominant influence by ownership, financial participation or the rules which govern the business.
- vii) The ability of DSS to exercise a dominant influence over a business will be presumed (unless the contrary is proved) when it directly or indirectly: (a) can appoint more than half of the members of the business's administrative management or supervisory body; (b) controls a majority of the votes attached to the business's issued share capital; or (c) holds a majority of the business's subscribed capital.

15) EWC Executive Group Functions

15.1 The EWC Executive Group shall undertake the roles and responsibilities of the executive board of the EWC. Their general duties include:

- Overseeing and managing the general activities of the EWC;
- Developing, implementing and reviewing EWC and DSS policy and strategy;
- Providing feedback, advice and assistance to Representatives and national works councils where required;
- Promoting the EWC and ensuring effective and proactive employee communications and engagement;
- Actively supporting management initiatives where such initiatives improve the wellbeing of employees e.g. health & safety;
- Organising and attending appropriate meetings, visits and functions in so much that they promote or facilitate the function of the EWC or its agreement;
- Organising and facilitating new eligible country inclusions to the EWC. They shall seek to establish country representatives in those countries that are currently unrepresented;
- Developing and issuing opinions as required;
- Establishing consultation working parties on subject specific issues – utilizing expertise to best effect;
- Supporting employees to ensure basic needs are met in the absence of alternative support functions; and
- Facilitating all required elections and training.

15.2 The EWC Executive Group shall have access to all DSS plants in each of the Countries in order to carry out their EWC related activities.

15.3 The EWC Executive Group may second EWC delegate(s) or other personnel to assist them as required (see paragraph 16).

15.4 The EWC Executive Group may with the agreement of the Group HR Director establish special function structures to facilitate effective management to the EWC for which DSS will provide funding support for appropriate learning and development as befits the function roles.

16) Secondments / Special Projects

16.1 Subject to agreement between the EWC Chair and the Group HR Director, Employees or other personnel may be seconded to the EWC for the purposes of working on special group projects or for such other purposes as they see fit. In addition, the Portfolio Leads may agree with appropriate Management that other Employees and/or DSS personnel may undertake a seconded role, subject to the agreement of the Group HR Director.

16.2 Secondees will be eligible to attend EWC meetings in a non-voting capacity at the invitation of the EWC Executive Group. In order to successfully carry out the required duties, these seconded personnel shall be afforded reasonable time off from contractual duties without detriment or loss of pay. Compensation for expenses arising from the fulfillment of this role will be agreed upon and financed by DSS at the appropriate level.

17) Term and Termination

17.1 This Agreement will remain in place for a minimum period of 5 years.

17.2 Either Management or the EWC may give written notice to terminate this Agreement at any time after that period of 5 years has expired (such notice having effect in accordance with paragraph 17.3). In such circumstances, Management and the EWC shall immediately commence negotiating a new agreement to replace this Agreement.

17.3 Notwithstanding notice having been served on the other party in accordance with paragraph 17.2, this Agreement shall not terminate until the later of:

- i) a period of 12 months having passed since notice was served to terminate this Agreement; and

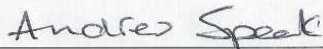
- ii) either Party giving notice to the other that they have concluded that it will not be possible to conclude a new agreement.

SIGNED on behalf of DS Smith
PLC



Miles Roberts, CEO

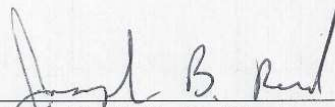
Date 10-Jan '19



Andrew Speak, Group HR Director

Date 10/1/19.

SIGNED on behalf of the European Works
Council holding office under the terms of the
2015 DS Smith PLC European Works Council
Agreement



Joseph Reed, Chair of the European Works
Council holding office under the terms of the
2015 DS Smith plc European Works Council
Agreement

Date 10.01.19



Stefan Djunic, Deputy Chair of the European
Works Council holding office under the terms of
the 2015 DS Smith plc European Works Council
Agreement

Date 10.01.2019

APPENDIX 1

EWC Employee Representative Role Descriptions

The primary role of a Representative is to represent the interests of Employees at the EWC by providing a channel for beneficial communication and consultation between Management and Employees.

Representatives shall always conduct themselves with respect for the diversity of beliefs and affiliations of the Employees that they represent, with the overriding objective of developing a fair, safe, positive, beneficial and rewarding working environment and culture for all Employees.

The EWC should not be used as a platform for the promotion of national issues unless they relate to violations of the Agreement.

EWC Representatives shall, by prior arrangement, have access to all DSS sites in the Countries or Regions that they represent.

Key Accountabilities/Responsibilities

- Raise issues within the scope of EWC meetings and engage in discussions with members of management.
- Make all reasonable efforts to attend EWC meetings or, if unable to attend for unavoidable reasons, send a deputy where appropriate.
- Convey views and concerns raised by Employees (excluding individual grievances) and ensure responses are given to those concerned.
- Act with professionalism and diplomacy, recognising that this is usually the most effective way of reaching a mutually acceptable solution as well as maintaining the credibility of the EWC and an effective ongoing relationship with Management.
- Present reasoned and constructive arguments and avoid acting in an unnecessarily negative or confrontational manner.
- Share understanding of why and how certain DSS decisions are made subject always to the confidentiality obligations set out in this Agreement.
- Provide information to Employees on new developments being undertaken within DSS on a pan-European level.
- Communicate notes from the discussions within the EWC meetings to those Employees they represent.

- Encourage Employees' involvement and support the sharing of information.
- Increase the knowledge amongst Employees on the aims, objectives and performance of DSS within Europe.
- Raise awareness of the EWC and the work that it does to ensure, where appropriate, Employees use this as a channel to raise strategic issues that affect them.

In addition, Representatives should:

- Comply with the DSS Code of Conduct, Employee Charter and all DSS policies.
- Conduct themselves in all their EWC dealings in a constructive and professional manner. Representatives should not conduct (or encourage other Representatives to conduct) EWC business in a manner likely to adversely affect the efficient running of the EWC, harm the reputation of the EWC, or otherwise bring the EWC into disrepute.
- Keep abreast of best practice, current trends and legislation pertaining to EWCs, including undertaking training and development to ensure knowledge and competence is maintained.
- Engage within the EWC in assessing and improving its performance and assist in the development of the EWC and national works councils where appropriate.
- Assist the EWC Chair, Portfolio Leads and Committees of the EWC, including organising their own administration as required.

APPENDIX 2

EWC Chair Role Description

The EWC Chair's primary role is to ensure that the EWC is effective in its tasks of setting and implementing the EWC's direction and strategy. The EWC Chair is required to be the key contact between Management and Representatives including full time trade union representatives across DSS. Furthermore, they are expected to act as the EWC's leading Representative, which should involve the presentation of the EWC's aims and policies to Management and the outside world.

The EWC Chair is expected to take the role of chair at Full EWC Meetings and at the EWC Executive Group and EWC Regional Executive-Committee meetings. This will involve:

- Planning and conducting EWC meetings effectively;
- Determining and ordering the agenda;
- Ensuring that the EWC receives accurate, timely and clear information;
- Directing discussions at all meetings towards the emergence of a consensus view and sum up discussions so that everyone understands what has been agreed;
- Providing leadership to the EWC;
- Ensuring the EWC focuses on its key tasks; and
- Ensuring effective communication with Management.

APPENDIX 3

The EWC Administrator

Job Description Summary

The EWC Administrator is an appointed role incorporating responsibilities for providing administrative support to the EWC.

Key Responsibilities

- Writing & circulating minutes, agendas and invitations
- Organising events, visits and meetings
- Organising translation and interpretation services
- Liaising with internal and external contacts
- Preparing and circulating EWC communications
- Maintaining EWC records

Key Accountabilities

Meetings & Events

- Arrange cost approval and purchase orders with designated members of Management or staff.
- Ensure that meeting and events attendance invitations are written and circulated in a timely manner.
- Ensure that presentations and documentation are obtained, translated and circulated in a timely manner.
- Organise suitable cost-effective meeting and events venues and associated accommodation and subsistence needs.
- Ensure that accurate minutes and meeting notes are taken at meetings and approved, translated and published in a timely manner.

Translation & Interpretation

- Organise suitable cost-effective interpretation and translation facilities as required.
- Arrange cost approval and purchase orders with designated members of Management or staff.

- Arrange accommodation and subsistence as required.
- Ensure essential technical needs are met by meeting and events providers to ensure efficiency of interpretation service.

Records & General Duties

- Maintain an accurate diary of events, meetings and visits.
- Maintain accurate records of Representatives and their contact details.
- Maintain accurate and comprehensive records of EWC documentation such as agreements, opinions, minutes and formal communications.

Key Skills & Attributes

- Is creative and competent in using Microsoft Office, Google Translate and PDF software within the context of an administrative role.
- Able to use own initiative to progress tasks in a timely manner.
- Is literate and has a reasonable command and understanding of the business language (English).
- Able to communicate with discretion, tact and diplomacy.
- Has an organised mindset.
- Able to follow conversations and identify salient points in the context of minute taking.

APPENDIX 4

EWC Co-ordinator

- Taking responsibility for the overall development of the EWC with best practice as the goal;
- Proactively taking steps to develop the skills of the Representatives to maximise their effectiveness;
- Keeping abreast of best practice, current trends and legislation pertaining to European Works Councils;
- Organising training and skills development for the Representatives;
- Undertaking training and development of self to ensure knowledge and competence in this role is maintained;
- Engaging the EWC in assessing and improving their performance;
- Liaising with relevant experts in the field of European Works Councils and related subjects and briefing the Representatives accordingly;
- Assisting in the development of national and local works councils, where required;
- If not the EWC Chair, assisting the EWC Chair and relevant committees by:
 - Facilitating EWC meetings;
 - Organising translation, preparation and circulation of documentation;
 - Overseeing the induction of Representatives in the EWC;
 - Monitoring performance and enhancing the contribution of individual Representatives in discussions and decision making; and
 - Organising administration as required.

This is a full time contractual role reporting to the HR Director Corporate Functions and Employee Relations. Compensation for expenses arising from the fulfilment of this role will be agreed upon and financed at the appropriate level.

APPENDIX 5

Portfolio Leads

The Portfolio Leads role in Packaging Manufacturing, Supply Engine Manufacturing, Plastics Manufacturing and Corporate Functions is to ensure the effective leadership of their respective Portfolios held under the umbrella of the EWC. They will conduct their respective meetings under the umbrella of the Full EWC Meetings. They will take the lead within their area of the business in setting and implementing the direction and strategy that will improve the working lives of the Employees they represent, working with the respective HR Director. They will be their Portfolio's key contact between Management and Representatives, including full time trade union representatives, across DSS.

The Portfolio Leads' role will involve:

- Planning and conducting meetings effectively;
- The determination and the order of the agenda;
- Ensuring that the Representatives from their area of responsibility receive accurate, timely and clear information;
- Direct discussions at their meetings towards the emergence of a consensus view and sum up discussions so that everyone understands what has been agreed;
- Provide leadership to the business area for which they are the Portfolio Lead;
- Ensure their business area focuses on its key tasks; and
- Ensure effective communication with the responsible members of Management.

APPENDIX 6

EWC Diversity Committee

The EWC Diversity Committee is committed to promoting a safe working environment within DSS where equality and diversity are embraced. The EWC Diversity Committee will be made up of five Representatives elected by and from the Representatives. The EWC Diversity Committee will elect from their number a EWC Diversity Workstream Lead who will be a member of any Group Diversity Committee and will work with Management and Employees towards DSS providing an inclusive and supportive environment in which every Employee and business stakeholder shall have the opportunity to contribute to their full potential.

In as far as is reasonably possible, the EWC Diversity Committee will promote the responsibility of all Employees and business stakeholders to meet their statutory obligations regarding equality. The EWC Diversity Committee will demonstrate their personal commitment to equality and diversity demonstrating both the values and behaviours that set an example to all Employees and business stakeholders that they are expected to exhibit.

DSS aims to create an environment in which all Employees and business stakeholders are treated solely on the basis of their merits, abilities and potential, regardless of age, disability, gender reassignment, marriage or civil partnership, pregnancy, maternity or paternity status, race, religion or belief, sex, sexual orientation, trade union membership or non-membership, socio-economic background, or on the basis of being a part-time, fixed term worker or contractor.

All Employees and business stakeholders have a responsibility to apply good practice and behaviours regarding equality and diversity and the EWC Diversity Committee will remind them of their responsibility giving guidance as required.

DSS and the EWC recognise that there is a role on the EWC for developing diversity within DSS in a variety of areas including the following:

- Apprentice, trainees and youth
- Mature employees and the ageing workforce
- Disability
- Race

- Ethnicity
- Gender
- LGBT
- Religion and belief

The EWC Diversity Committee will work with Management to identify where there are training and learning requirements that would enable individuals to adopt best practice that:

- Eliminates unlawful discrimination, harassment and victimisation;
- Promotes the reasons for good business ethics, equality and opportunity;
- Teaches the importance of fostering good relations;
- Ensures that DSS operates a fair, open and transparent procedure for recruitment and selection;
- Provide fair and accessible opportunities for training and promotion for staff;
- Operate fair and transparent procedures for employee appraisal that gives equal opportunity for promotion;
- Work through with Management any new or updated policies and procedures for any adverse impact they might have on equalities making Management aware of any required amendment;
- Where there is an equality or diversity discord or problem within the business the portfolio holder of that subject shall work with Management to provide a solution from the DSS policies & procedures.

The EWC Diversity Committee shall always encourage within DSS:

- That all individuals treat others with respect at all time;
- Promote an environment free of all kinds of bullying and harassment;
- Actively discourage discriminatory behaviours or practices.

APPENDIX 7

EWC Health & Safety Workstream Lead Role Description

The EWC Health & Safety Workstream Lead is an appointed role incorporating responsibilities for promoting employee health, safety and wellbeing.

Key Responsibilities

- Developing Employees' health, safety and wellbeing awareness knowledge and awareness
- Undertaking workplace H&S reviews and inspections during visits to plants/sites
- Undertaking interviews and surveys
- Developing and publishing EWC H&S newsletters, advice and guidance
- Taking a lead role in strategy development
- Monitoring and analysing statistics and progress
- Influencing positive change within DSS
- Setting up and leading H&S Ambassadors

Key Accountabilities

- Developing and circulating health, safety and wellbeing educational and promotional materials
- Attend and ensure that Health & Safety is a focus area at visits, meeting and events
- Monitor H&S progress by utilising suitable methodologies
- Develop and circulate newsletters, advice and guidance in a timely manner
- Keep abreast of H&S developments and trends to ensure knowledge base is maintained
- Take a lead role in strategy development and report on progress in a timely manner
- Undertake interviews to assess customer satisfaction and for articles on Plexus etc
- Demonstrate a good ethical approach to the role
- Establish and maintain a team of H&S Ambassadors from amongst the EWC community and its network.
- Develop a H&S Network

Key Skills & Attributes

- Is trained & competent to provide advice – qualified at minimum to NEBOSH Diploma level or its equivalent.
- Is creative and competent in using corporate web-based communications e.g. Plexus, SharePoint, Yammer. Also competent in using Microsoft Office, Google Translate and PDF software within the context of an administrative role.
- Able to use own initiative to progress tasks in a timely manner.
- Is literate and has a reasonable command and understanding of the business language (English).
- Able to communicate with discretion, tact and diplomacy.
- Has an organised mindset.
- Able to follow conversations and communicate effectively.
- Able to engage in public speaking.
- Has a good moral compass

APPENDIX 8

The EWC Regional Executive Committee

- Represent the Employees from their Regions at the EWC Regional Executive Committee;
- Providing feedback, advice and assistance to Representatives and national works councils where required as relevant to their Region;
- Promoting the EWC and ensuring effective and proactive employee communications and engagement;
- Organising and attending appropriate meetings, visits and functions in so much that they promote or facilitate the function of the EWC or this Agreement;
- Establish consultation working parties on subject specific issues – utilizing expertise to best effect;
- Undertake visits to sites within their respective Region from time to time, introducing newly acquired sites to the role and functions of the EWC; and
- Inducting new Representatives into their representative roles as required.

APPENDIX 9

Transnational Transaction Information & Consultation Protocol

1 Introduction

This Protocol specifies when and how Information and Consultation will occur, in accordance with paragraph 2 of the Agreement, in relation to mergers, acquisitions, joint ventures and disposals that are Transnational Matters.

2 Interpretation and Variation

- 2.1 This Protocol is intended to continue in the spirit of voluntary collaboration and teamwork between Management and the EWC and is not intended to create legally enforceable rights or obligations.
- 2.2 This Protocol may be varied from time to time by agreement between Management and the Executive Group.
- 2.3 References to the DSS or Group HR Director mean in all cases the HR Director or his/her approved designate.

3 Transnational Transactions

- 3.1 Transactions that are not Transnational Matters do not fall under the scope of this Protocol or the Agreement.
- 3.2 Nonetheless, the Group would normally seek to provide Information about them to the EWC in accordance with paragraph 6. There is no obligation on DSS to undertake Consultation in relation to transactions that are not Transnational Matters.

4 Corporate Development Transaction Process

- 4.1 The Annex sets out the main transactional stages that the DSS M&A team look to follow on a typical transaction involving the acquisition of another company or business. Every transaction is structured differently and DSS may need to depart from the steps shown in the Annex, in any given case. Within the transaction process, DSS HR and Legal are involved, along with external advisers, to ensure that people issues are properly considered. This includes:
 - a) conducting HR due diligence;
 - b) consideration of potential employee transfer issues (including pensions and benefits);

- c) consideration of potential impacts of the transaction on people (within the target company as well as DSS);
- d) consideration of potential information and consultation obligations; and
- e) communications planning.

5 Annual Strategy Review

On not less than an annual basis the DSS Head of M&A or another suitably informed member of Management will meet with the EWC Executive Group to discuss, on a confidential basis (and subject to the members of the EWC Executive Group signing individual confidentiality agreements where DSS considers it appropriate or necessary), DSS's corporate development plan and any potential transactions that would be Transnational Matters.

6 Information and Consultation Protocol

6.1 Subject to paragraph 7 of this Protocol relating to Sensitive Transactions, and subject to the members of the EWC Executive Group signing individual confidentiality agreements where requested by the DSS HR Director, the following process will normally be followed for Information and Consultation on transactions that are Transnational Matters:

- a) The DSS HR Director will provide high-level Information to the EWC Executive Group on a confidential basis to inform them that DSS is in discussions in relation to a potential transaction. The exact point at which this information will be provided to the EWC Executive Group is likely to vary from transaction to transaction but it will normally be no later than one week before signature of the definitive, binding transaction document(s);
- b) The DSS HR Director will subsequently provide further Information about the potential transaction to the EWC Executive Group on a confidential basis to enable it properly to acquaint itself with the subject matter and to examine it. The exact point at which Information will be provided may vary from transaction to transaction but it will normally be approximately two days before signature of the definitive, binding transaction document(s);
- c) Prior to an public announcement of the transaction, the DSS HR Director will, to the extent practicable in the time available, confirm to the EWC Executive Group that

signing has taken place and will provide a written communication (translated into all first languages spoken by Representatives) to be shared with the Regional Executive Committee and Representatives following announcement;

- d) In accordance with paragraph 2.2 of the Agreement, the DSS HR Director will undertake Consultation with the EWC Executive Group in relation to all transactions save where Management reasonably decide that there are exceptional circumstances which mean that Consultation should not take place. In reaching any such decision, Management will have regard to the confidentiality obligations already imposed on the individual members of the EWC Executive Group;
- e) Subject to paragraph 6.1 d) above, Consultation will normally take place in the period between signing and completion of the proposed transaction. The Consultation process will normally consist of one or two meetings (which may be in the form of a conference call) at which Management will provide Information and Representatives will be given the opportunity to ask questions, express opinions and submit suggestions, all of which will be considered by Management. Consultation will cover topics including all of those set out at paragraph 4.1 above (including but not limited to any potential job losses);
- f) Following public announcements and subject to any continuing confidentiality obligations which they may be under, the EWC Executive Group will disseminate information as necessary to the Regional Executive Committee and other Representatives likely to be affected by the proposed transaction(s) and answer any questions arising from this.

7 Sensitive Transactions

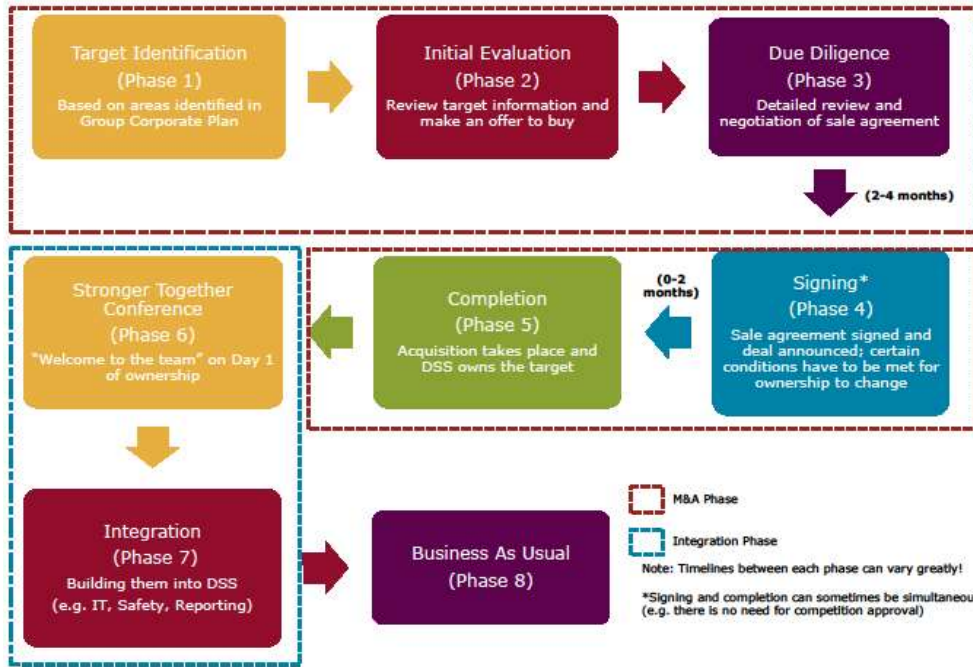
- 7.1 This Protocol is subject to paragraph 10 of the Agreement regarding DSS's right not to disclose Sensitive Confidential Information. Where Management reasonably decides that a proposed transaction falls within the definition of Sensitive Confidential Information (a "**Sensitive Transaction**"), the provisions for Information and Consultation with the EWC set out in paragraph 6 of this Protocol may be adjusted as Management reasonably sees fit (for example, with Information being disclosed only to the EWC Chair and Depute Chair subject to the signing of an individual confidentiality agreement). DSS may, subject to paragraph 7.2 of this Protocol, disclose a Sensitive Transaction to the EWC Executive Group (subject to the signing of an individual confidentiality agreement).

- 7.2 The disclosure of Information in relation to a Sensitive Transaction may be subject to various practical, strategic, regulatory and legal restrictions. These include (but are not limited to) legal restrictions in relation to the disclosure of inside information under the European market abuse regime and related domestic regimes.
- 7.3 As a result of these restrictions, the stage at which Information and Consultation will take place in relation to a Sensitive Transaction may vary in each case, but the initial disclosure of Information will normally take place immediately prior to or immediately following any public announcement.

8 Local Information and Consultation

- 8.1 If Management considers it appropriate, the protocol set out in paragraph 6 of this Protocol may be adjusted such that Information and Consultation with the EWC Executive Group will take place at an earlier stage in cases where local information and consultation with any local works councils will take place before signature of the definitive, binding transaction document(s).
- 8.2 In such circumstances the EWC Executive Group will normally be informed before any local works councils, unless there is any legal restriction on doing so.
- 8.3 The DSS HR Director will normally organise a call with the EWC Executive Group to take place approximately one day before initiation of information and consultation with any local works councils.
- 8.4 The EWC Executive Group would then consult with the relevant local works council representatives on a confidential basis.

Annex



APPENDIX 10

DS Smith Corporate Functions

To reflect a matrix organisation structure, the EWC will form a Corporate Functions workstream to represent Employees. Corporate Functions includes Employees within Finance, Shared Services, Human Resources, Information Technology, Communications, Legal and Strategy.

Under this Agreement, and on a voluntary basis, the Corporate Functions Workstream lead will represent Corporate Functions Employees and ensure access to Information and, where appropriate, Consultation.

APPENDIX 11

Meetings and Schedule

MONTH	MEETING	MEETING	MEETING	MEETING
January	Full	Regional	Portfolio	Diversity
February	Executive			
March	Executive			
April	Regional			
May	Executive			
June	Executive			
July	Full	Regional	Portfolio	Diversity
August	Executive			
September	Executive			
October	Regional			
November	Executive			
December	Executive			
January	Full	Regional	Portfolio	Diversity

The meetings taking place at a Full EWC Meeting are shown in the table above. Dates and venues will be confirmed when known to the Representatives participating. It is intended that meetings are scheduled before 31 October for the following year inclusive of meetings in the January of the year following that year.

APPENDIX 12

Transition

The Representatives shall be elected or appointed from each of the Portfolios, Packaging, Supply Engine, Plastics and Corporate Functions as required by their Countries' legislation, forum or works council agreements.

In order to assist with the successful transition from the 2015 DS Smith plc European Works Council Agreement and to facilitate the efficient running of the EWC, upon this Agreement having effect there will be a transition period to be determined by the EWC (“**Transition Period**”). The existing Divisional EWC Chairmen under the 2015 DS Smith plc European Works Council Agreement will be appointed as Portfolio Leads for each of the relevant Portfolios Packaging, Supply Engine and Plastics. During the Transition Period, the EWC Executive Group will appoint a caretaker Portfolio Lead for Corporate Functions and will be responsible for arranging the election of Representatives and a permanent Portfolio Lead for Corporate Functions. The Portfolio Lead will serve on the EWC.

For the duration of the Transition Period, the EWC Chair and EWC Administrator as at January 2019 under the 2015 DS Smith plc European Works Council Agreement shall continue to undertake those roles.

No elected or appointed Representatives as at January 2019 under the 2015 DS Smith plc European Works Council Agreement (the “**January 2019 Representatives**”) will be deselected in order to satisfy the Representative Ratios.

The principle of natural attrition shall apply through the Transition Period such that no changes to the number or identity of Representatives will be imposed in order to satisfy the Representative Ratios until the expiry of the January 2019 Representatives' terms of office.

APPENDIX 13

Representative Ratio

The representative ratios are calculated as follows:

- 1) the number of Employees is divided by 50 to determine a theoretical ratio; and
- 2) the theoretical ratio is amended to determine the correct distribution according to the following formula:

=ROUNDDOWN(HEADCOUNT/ACTUAL RATIO,0)