



Agreement on the Worldline European Works Council

Between Worldline SA which headquarters is located in 1 place des degrés, 92800 Puteaux, France, registered at the commercial register at Nanterre, France, with the number 378 901 946, represented by Gilles Grapinet CEO,

on the one hand,

and

The Special Negotiation Body by the majority of its members

in the other hand.

It has been agreed the following.

Introduction:

Worldline is a company under French law with establishments in Europe and operates on the principle of good relations with employees.

Thus, in application of the Directive 2009/38/EC of the European Parliament and of the Council of 6 May 2009 as enacted under French law (Articles L. 2341-1 and following of the French Labor Code), a European Works Council ("EWC") is established by the present Agreement ("Agreement").

The EWC will act on all transnational issues concerning Worldline Group and its subsidiaries in the scope of this Agreement that exceed the decision making power of those subsidiaries.

The EWC is the employees' representative body which exchanges with the Management on European transnational important matters. Depending on the topics and of their importance, these exchanges may imply an information or a consultation of the EWC.

Both parties to this Agreement recognize the mutual interest in establishing a constructive social dialogue at European level. The consultation shall take place on the basis of mutual trust, in all openness and without prejudice, and that each party is prepared to cooperate in such manner that differences in mentality and culture can be overcome.

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Definitions:

Information: transmission of data by the employer to the employees’ representatives in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such fashion and with such content as are appropriate to enable employees’ representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultations with the competent organ of the Community-scale undertaking or Community-scale group of undertakings

Consultation: the establishment of dialogue and exchange of views between employees’ representatives and CEO or her/his delegate or any more appropriate level of management, at such time, in such fashion and with such content as enables employees’ 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, which may be taken into account within the Community-scale undertaking or Community-scale group of undertakings.

Participation: the influence exercised by the employees’ representatives on the decisions of the Worldline Group. This influence is exercised by the right of the EWC representative members to appoint a member of the Worldline Board of Directors.

It is reminded that according to Worldline bylaws, one of the Members of Worldline SA Board shall be appointed by the EWC as far as this body has been set up at the time of the appointment.

Transnational: matters shall be considered to be transnational where they concern the Community-scale undertaking or Community-scale group of undertakings as a whole or a least two undertakings or establishments of the undertakings or group situated in two different countries covered by the EWC Agreement.

This transnational character shall be determined by taking account of both the scope and its potential effects in countries covered by the EWC Agreement, and the level of management and representation that it involves.

Article 1. Geographical scope

This Agreement shall cover all Worldline companies/subsidiaries located in the European Economic Area (“EEA”), regarding their European activities and implantations.

The list of companies included in the geographical scope of the Agreement on the day of its entry into force is annexed (Annex 1, list of companies/subsidiaries per country as per 31st of December 2022).

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Article 2. Composition of the EWC

The EWC is composed of:

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- The CEO of Worldline SA or her/his delegate, who can be assisted by staff members;
- The Employees’ representatives, who can be assisted by an expert according to the article 12.5.

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An illustration of the EWC composition is annexed (Annex 2).

Article 3. Number of EWC employees’ representatives members

The EWC is composed of 30 regular members.

Each country with more than 50 employees shall have a EWC Employees’ representative member (“EWC regular member”).

The remaining seats shall be allocated based on the Method of quotient with highest remainder (also called Hare-Niemeyer or Hamilton method).

These allocation rules are implemented in the seat allocation tool in Annex 3 (Excel file incorporated into this Agreement). This tool integrates the data provided in Annex 1.

The headcount reported during the first ordinary meeting of the year is based on the number of employees as per the 31st of December of the previous year. Are counted only the permanent and fixed term contract employees, without any pro rata for part time employees.

In addition the United Kingdom and Switzerland, given Worldline business footprint, have the right to participate in the EWC as guest, 1 for each country.

The EWC employees’ representatives guest members have the same rights (except voting) and obligations as regular EWC employees’ representative members.

Article 4. Election or Appointment process and Duration of mandates

For each country entitled to one or more employees’ representatives in the EWC as per Article 3, representatives shall be elected or appointed in accordance with national legislation and/or practice.

The EWC employees’ representative guest members shall be elected/appointed by the workforce of the company.

As far as possible, EWC employees’ representative members will represent the diversity of the Worldline workforce in terms of gender, business origin and background.

Potential conflict of interest shall be managed according to local laws and regulation.

To be elected or appointed as EWC employees’ representative member, an employee shall have at least one year of seniority within Worldline group.

The EWC employees’ representative members are elected or appointed for a duration of 4 years.

Article 5. Deputies

One deputy shall be elected or appointed for each EWC employees’ representative member from the same country in accordance to national legislation or practice.

The deputy shall attend meetings and exercise EWC member rights only in case of absence of the regular member from the same country.

It is not possible for a EWC regular member and the deputy to attend to the same meeting.

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The deputy when present, has the same voting rights and duties as the member deputized.

Hours of delegation can be used prior to the meeting or after for the liaison between member and the deputy.

Article 6. Review of the EWC seats number

Bi-annually, or sooner in case of a transformative acquisition, at the first ordinary meeting of the year, Worldline management will provide the number of employees according to above articles and Annex 1.

If changes in the number of EWC seats are required, the required process should start as soon as possible. New members will be considered members from their appointment/election.

One or several seats might be added.

These changes may lead to the termination of an existing mandate before the end of the four- year term already mentioned.

The representatives of the respective country decide about the remaining member(s) taking into account national legislation. If no resolution is found within one month, new election/appointment shall be organized for all remaining seats of the country.

If Worldline acquires the control of a new company in the geographical scope defined above, the employees of such company will automatically be covered by this Agreement.

If this is in a country not already represented in the Worldline EWC, and as far as the country becomes entitled to have an employees' representative, an election or appointment process shall be initiated according to national legislation and/or practice.

Newly nominated employees' representatives mentioned in the present article shall carry out their mandate for the remaining duration until end of the ongoing EWC term.

Article 7. End of the mandate of EWC employees' representative members

Mandate of a EWC employees' representatives (member or deputy) shall end upon any of the following reasons:

1. The employing company leaving the Worldline group;
2. Resignation as employees' representative of the EWC;
3. Termination of the employment relationship;
4. Other reasons for termination determined by national legislations and/or practices to be a EWC employees' representative (member or deputy).

In such cases (including number 1 when relevant) a substitute will be immediately appointed/elected according to national legislations and/or practices.

In case an employing company leaves, the EWC needs to be informed upfront.

In the event of the end of the mandate, the EWC must be informed as soon as possible according to the management's own information.

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Article 8. Operation of the EWC

Article 8.1. Chairing

Meetings of the EWC shall be chaired by the EWC Chairperson, CEO of Worldline SA, or her/his delegate.

Article 8.2. Select Committee

The employees' representatives of the EWC shall elect a Select Committee from among its members. The Select Committee is composed of 5 members and shall reflect a balanced representation of the employees' representatives.

Each country cannot be represented by more than one member in the Select Committee.

Election procedure of the Select Committee Members is the following: all employees' representative of the EWC can candidate and the regular EWC members (or deputies) may participate to the vote. There is one vote with one round. The candidates with the most numerous votes are elected. In case of tie of votes, a second round will be held for the candidates with the same amount of votes. In case second tie of votes the candidate with the longest seniority in the Worldline group is elected.

The same EWC members will elect one member of the Select Committee as the Secretary of the EWC as well as one member as Vice Secretary.

Election procedure of the Secretary and Vice Secretary of the EWC is the same as the one use for the election of the Select Committee Members.

The members of the Select Committee can only be part of one European Select Committee at the same time.

The Select Committee is responsible for the coordination between employees' representative of the EWC.

The role of the Select Committee is in consultation with the entire employees' representatives of the EWC to:

- prepare the agenda with Management. The meeting with the Select Committee will be done in an on-line meeting,
- disseminate all retrieved information to all the employees' representatives of the EWC,
- interact with Management on any issue relating to EWC functioning.

The Secretary is the spokesperson and chairs the Select Committee meetings as well as the preparatory meetings of the employees' representatives of the EWC. In his or her absence he or she is replaced by the Vice Secretary.

The Secretary, and in case of absence, the Vice Secretary, is in charge to express to Management the thoughts and decisions of the employees' representatives of the EWC.

Article 8.3. Agenda of the meetings

The Agenda will be defined jointly between Management and Select Committee and integrate both parties demands.

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The Agenda is communicated to the EWC members by any means at least 14 calendar days before the date of the ordinary meeting.

In the event of an extraordinary meeting (as defined at Article 10.2.), the Agenda is communicated to the EWC members as soon as possible, not later than 7 calendar days before the meeting (except in case of any kind of emergency such as Public Tender Offer).

Article 8.4. Information documents

The report mentioned at Article 9.2 is communicated to the EWC members at least 14 calendar days before the date of the ordinary meeting.

In the event of an extraordinary meeting (as defined at Article 10.2.), the information note prepared by the Management is communicated to the EWC members at the latest 7 calendar days before the meeting (except in case of any kind of emergency such as Public Tender Offer).

These documents shall be written in English and be the basis reference documents.

Article 9. Functions of the Worldline EWC

Article 9.1. Information of the EWC

“Information” means transmission of data by the employer to the EWC members in order to enable them to be knowledgeable and informed with the subject matter and to examine it.

It shall include the exchange of verbal and written data as well as relating oral explanation thereof.

Before the EWC first yearly ordinary meeting, Management shall provide EWC members with a report related to the topics mentioned in Article 9.2.

In case of significant events related to Worldline and the topics of the annual report that took place since the end of the year covered by the report, a presentation of them will be provided by Management during the first ordinary meeting.

During the following ordinary meeting, a management member will provide a presentation with an update of the listed topics and other recent news related to Worldline.

During the first ordinary meeting, the EWC is consulted on the report, this report is related to events from the previous year. The opinion is provided during this meeting. If it is not an expressed opinion, the EWC is deemed to have delivered an implicit negative opinion, provided that a sufficient information has been shared as listed in Article 9.2. The consultation on the report is not suspending nor it is related to a specific project. Specific project will go through its own consultation process as mentioned in Article 9.2. related to one-time consultation.

Article 9.2. Consultation of the EWC

“Consultation” means the establishment of dialogue and exchange of views between EWC members and Group Management enabling employees’ representative to express an opinion on the basis of the information provided about the discussed topics.

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Within the contexts described below, Consultation topics are limited to important transnational topics of the Worldline Group.

As foreseen by the 2009/38/EC Directive recital 16, the “transnational nature” of a matter should be determined by taking account of both the scope of its potential effects, and the level of Management and representation involved.

The Worldline EWC shall be consulted in two contexts:

1. The EWC is consulted on the report related to the following transnational topics as per the 31st of December of the previous year:

- Structure, economic and financial situation of the Worldline Group;
- The likely development of the business;
- The situation and probable trend of employment;
- Large Investments meaning significant for the Worldline Group;
- Fundamental changes in organization;
- Introduction of new working and production processes;
- The relocation of companies or business units, establishments or significant parts thereof and transfers of production;
- Merger with or purchase of large businesses, joint ventures, acquisitions and take-overs or division of companies or business units or establishments in at least two countries;
- The cutting back or closure of companies or business units, establishments or significant parts thereof;
- Collective redundancies;
- Development of employees’ skills;
- Prevention in terms of health, safety and working conditions;
- Corporate social responsibility;
- Equal opportunities, diversity;
- Company’s compliance topics.

2. A one-time consultation is required when Management contemplates projects as defined below:

- Project of a merger or Acquisition of transnational activity or company, concerning or employing in several EEA countries at least 500 employees in the scope of this Agreement based on the last available data provided by Worldline, with at least 50 employees in one country and 50 in another one.

As an exception, no prior consultation shall be initiated in case of a Public Tender Offer (corresponding to the French “Offre Publique d’Acquisition”).

Immediately after the announcement of the Public Tender Offer to the market, the management will provide to the EWC information for opinion about the operation.

- Project of a Sale of a transnational activity or company, concerning or employing in several EEA countries at least 250 employees in the scope of this Agreement based on the last available data provided by Worldline.

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- The creation or suppression of a Global Business Line or full centralization/ decentralization of global functions or a large transnational change in the group’s organization affecting at least 1200 employees in the scope of the Agreement.
- Transnational plan of collective dismissals of more than 100 employees in the scope of the Agreement or transnational collective dismissal in a group of countries with at least 1 EWC member seat suppressed.

When these situations arise, consultation shall be carried out at an extraordinary meeting, as described in Article 10.2.

Unless agreed differently by the parties, the consultation process timeline shall not last more than 2 months starting with communication of the information note prepared by Management and including all information listed below. In case of an acquisition, it might be shorter if the process is or would be a competitive one based on information given by management.

At the end of the timeline the EWC will express an opinion as far as the EWC and if applicable the expert get sufficient information to have a correct global understanding of the project. Otherwise, no opinion is considered as a negative opinion.

When the information consultation process is finalized, the EWC opinion will be disseminated to the employees along with the official internal communication of the executive committee via link to a dedicated space.

The information note must indicate:

- a general description of the planned measure;
- the main reasons why Worldline Management considers the measure to be necessary “the rationale”, and why alternatives were not considered;
- the concerned countries in the European Economic Area;
- the number of employees impacted per country;
- the schedule of implementation planned under the project “timeline”;
- the processes of information-consultation planned at local and European levels and the “social process timeline”;
- in case of a collective dismissals as described above, the Worldline Management asks the Local Management to provide mitigation actions and informs the EWC about it.

Article 10. EWC Meetings

Article 10.1. Ordinary meetings

Three ordinary meetings shall be organized each year.

The rule is face-to-face meeting. Online/hybrid (combination of online and face-to-face) meetings should be an exception based on agreement between the Management and the Select Committee on behalf of the EWC or in compliance with public authorities’ recommendations.

The first ordinary meeting will take place latest end of March, (except for the first meeting post signature of the Agreement, that will take place accordingly to the Article 13.1).

The second ordinary meeting will take place latest end of June.

The third ordinary meeting will take place latest in November.

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The second and third meeting are ordinary meetings. If an extraordinary meeting is organized close to these ordinary meetings, the extraordinary meeting would be combined with the ordinary meeting. In case the ordinary meeting is combined with an extraordinary meeting, the overall duration of the meeting shall not last more than three days.

The first ordinary meeting will be held at Worldline headquarters.
At least once a year, one of the other ordinary meetings should take place in another location where Worldline is present.

Before and after each meeting, employees' representatives will have the right to meet without Management.

Ordinary meetings shall not exceed 2 days in duration (excluding travel time) including any meeting between employees' representatives without the presence of Management.

Article 10.2. Extraordinary meetings

By default the meeting is hybrid (combination of online and face-to-face).

The extraordinary meetings shall not exceed 2 days in duration (excluding travel time) including any meeting between employees' representatives without the presence of Management.

Article 10.3. Linking national and european levels of information-consultation

For transnational impactful information in the scope of this Agreement and/or projects that require a consultation of the Worldline EWC, the EWC shall be informed in the first instance before information is shared within the company.

The EWC process and the national processes can start simultaneously. Despite the potential achievement of a process on a national level, no decision will be made concerning the contemplated measure as long as the Worldline EWC process is not achieved.

In all phases, except if expressly mentioned as confidential for a limited defined duration (by default one month renewable as needed), all relevant information given to the Worldline EWC, can be communicated by the EWC members to the competent national employees' representative bodies.

Article 10.4. Vote of Employee representatives of the EWC

For the expression of an opinion or the appointment of an expert, all employees' representatives of the EWC (including deputies only if they replace regular members) may vote. The related decisions are made by the absolute majority of the voting EWC employees' representatives.

Each member has one vote.

Votes will take place during EWC meetings.

Electronic balloting tool ensuring confidentiality and data protection, shall be used during EWC meetings.

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Article 10.5. Minutes of the meetings

Minutes will be drafted with the help of an independent party agreed by the EWC (external if not agreed). The first drafted version sent out to Management and the Select Committee for review (within 15 calendar days after the meeting) and approved at the next meeting at the first point of the agenda. In case any invalid information is found in the meeting minutes, a discussion between Management and employees' representatives of the EWC takes place.

The purpose of these minutes is to faithfully summarize the main elements of the debates, the positions/opinions expressed by all parties and outcomes to track agreed actions.

Article 10.6. Availability of the information to Worldline employees

At the end of the EWC meeting a one-page joint message, related to the meeting except confidential subject matters, will be prepared by the Select Committee and the Management representatives.

The joint message will be made available to the employees by email no later than two weeks after the meeting and made available on a mutually agreed repository.

Article 11. Confidentiality

The members of the Worldline EWC and their experts are bound by legal provisions on confidentiality and discretion according to Article L. 2342-10 of the French Labor Code.

"The members of the European works council established by Agreement and the experts who assist them are held to:

- 1- Professional secrecy for all questions relating to delivery processes;
- 2- Has an obligation of discretion with regards to information of a confidential nature and given as such by the employer".

Management informs EWC members upon the duration and justification of confidentiality when it applies.

Article 12. Means of function

Article 12.1. Time spent in meetings and hours of delegation

Time spent by EWC employees' representatives to attend the meetings mentioned in this Agreement and the agreed training sessions including the necessary travel time is considered as normal working time in accordance with national legislation and/or practice to the employees' representatives.

In addition, apart from attendance at the above-mentioned meetings, the EWC regular employees' representative members shall be able to devote the time necessary to the performance of their EWC duties which will be a credit of a maximum of 120 hours per member and per calendar year meaning an average of 10 hours per month in principle.

In case of exceptional circumstances (when the total number of meetings exceeds 6 in a calendar year) Management and Select Committee discuss if additional hours for delegation are necessary.

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The Select Committee members will have additional a 16 hours per SC member per ordinary / extraordinary meeting, to perform all Select Committee tasks.

The time spent by the members of the Select Committee in the Select Committee meetings as per the Management request is not deducted from these hours.

A deputy has a credit of a maximum 60 hours per calendar year. In case the deputy has to replace a member the hours of the regular member get shifted to the deputy proportionally to the time of replacement.

In case of a planned long absence of the EWC-member (sabbatical, parental leave, care leave etc.) the deputy member should attend the last plenary meeting before replacement of the EWC-member online in listen-only mode.

This time is considered as working time and shall be paid within the normal payment limits.

Time spent to the duties as EWC employees' representatives (members or deputies) shall not lead to any direct or indirect discrimination among other on the remuneration level, or on the performance evaluation level.

This time spent for EWC employees' representatives members duties will not be taken into account to determinate the performance level of an employee.

In case of conflict regarding the time spent, the Select Committee will attempt to resolve the issue together with management as soon as possible.

Article 12.2. EWC expenses and material

The members of the EWC shall be provided with the material resources necessary to carry out their tasks and will be borne by Worldline.

EWC employees' representatives members should not suffer any financial detriment associated with their mandate related activities in compliance with group or local rules and regulations.

Article 12.3. Training

In order to exercise their duties as representatives in an international environment, EWC employees' representatives (members and their deputies) will be adequately trained without loss of wages.

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EWC employees' representative members shall decide on the training courses content and providers as long as they are linked to the EWC scope of activity and represent a reasonable cost.

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To do so, the EWC employees' representative members will benefit from 16 days during their mandate of 4 years meaning an average of 4 days per year in principle. This can be done physically or via other means. Deputy members are allowed to join the introduction training at the start of the mandate.

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Beyond these 16 days, EWC members can also participate in an accredited and assessed language courses in English.

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Article 12.4. Languages

The working documents are prepared in English.

Nevertheless, all documents for information and consultation purposes will be translated into all languages of each EWC member, including minutes of the meetings and the EWC Agreement upon request of EWC members using a professional translation tool or equivalent.

The working language for the meetings is English.

For the extraordinary meetings, in case of specific language barriers for the EWC members despite training efforts (when relevant), specific interpretation support will be provided to such individual on a case by case basis.

Article 12.5. Expert

For the preparation of the consultation on the report analyzed during the ordinary meetings, the EWC can appoint an expert of its choice. The cost of this expertise shall be taken in charge by Worldline within the limit of 20 working days.

For one-time consultation on specific project, the EWC can also appoint an expert. The cost of such expertise shall be taken in charge by Worldline within the limit of 30 working days.

The Expert can participate in internal EWC meetings for the scope of expertise.

If needed the EWC can ask for a break-out session during ordinary and extraordinary meetings to consult its expert.

The expert shall justify a well-known technical competency recognized at the European level and work in English.

The Expert report will be provided at the same time to Management and EWC members, prior to the meeting.

Article 12.6. Protection of the EWC regular members, deputies and candidates

The Worldline EWC employees' representatives (regular members and deputies) as well as declared candidates to such mandate (within the limit of 2 months before and 6 months after the election/appointment date) are protected employees.

These protected employees shall not be subject to any discrimination for fulfilling their roles and must enjoy adequate protection against dismissals and other sanctions linked to their role as EWC employees' representative member. They shall not be dismissed or suffer any unfavorable change in their conditions of employment or unfair treatment, including selection for redundancy or suffer any other prejudicial to their employment due to their role as EWC employees' representative members. Worldline will neither support nor tolerate any kind of obstruction behavior such as intimidation, threatening or bullying and harassment against EWC employees' representative members which shall be considered as gross misconduct.

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All disputes regarding the individual rights and obligations of the regular members and deputies shall be subject to domestic legislation in force and to the domestic court competent to rule on disputes concerning the employment contracts of the EWC employees' representative members.

The company will not take any legal personal action against employees' representatives, as a physical person, because of the normal execution of their mandate, especially for giving or not giving an Opinion.

These protected employees may not be discriminated in any aspect because of their mandate or application.

Managers and employees will be made aware of the missions of the EWC employees' representatives and the attached rights and duties.

Prior to a dismissal of a EWC employees' representative (member or deputy) the Select Committee will be informed.

Article 13. Final provisions

Article 13.1. Duration of the Agreement

This Agreement has unlimited duration. Immediately after the signature of this Agreement Management will initiate all needed local processes in order to proceed with the election or appointment of the first EWC members.

The Agreement will come into force once all the members and deputies are elected or appointed. If 3 months after the signature of this Agreement at least 90% of the regular members have been elected or appointed, the EWC will be regarded as set up and a first meeting will be organized.

If, by extraordinary, 3 months after the signature of this Agreement, the EWC is not effectively set up, the former SNB members will be invited by Management to a general information meeting about the situation of the company.

Article 13.2. Amendment or termination of the Agreement

The Agreement may be amended by common decision of Management and absolute majority of EWC regular members (or deputies only if they replace regular members).

Management or employees' representatives can terminate this Agreement with a twelve months written notice, by e-mail including receipt notification or by any other means enabling the specific date to be established.

The notice begins the first day after it has been delivered in writing to Management and all members.

If the EWC members take the initiative to terminate the Agreement, this requires a two-third majority of the total membership (regular members or deputies only if they replace regular members) to agree.

If the Agreement is terminated, a new negotiation must be opened and take place during the notice period. During this renegotiation, the Agreement in place still applies.

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Twelve months after the termination notification has been delivered in writing to Management and all members and if no new Agreement is concluded, the EWC is removed and the employees' representatives terms end. Then a legal EWC is immediately set up according to articles L2343-2 to L2343-18 of the French Labor code.

In case Worldline SA is acquired by a company that has already an EWC or any other transnational employees' representative body which covers Worldline employees, the Worldline EWC will remain in place for 12 months.

Article 13.3. Applicable law and competent courts

The EWC has a legal personality to act.

The competent court is the one situated on the district of the headquarters of the mother company of the Worldline Group (France).

The law applicable to this Agreement shall be French law.

All disputes regarding the individual rights and obligations of the EWC employees' representatives (members or deputies) shall be subject to domestic legislation in force and to the domestic court competent to rule on disputes concerning the employment contracts of the EWC employees' representatives (members or deputies).

Article 13.4. Filing formalities

The Agreement signed by the SNB and Management is in English and in French, the French version will prevail in case of differences between versions. The Agreement will be translated in the language of each EWC members.

The French version of the Agreement shall be deposited to French Labor Administration ("DREETS").

Should any clause or annex of this Agreement prove to be invalid for any reason, it shall not affect the validity of this Agreement in total. Such invalid parts may be amended and/or updated without affecting the whole of this Agreement.

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^{DS} kk	^{DS} JJ	^{DS} HE	^{DS} HD	^{DS} GR	^{DS} GR	^{DS} JM	^{DS} EL	^{DS} DA	^{DS} DM	^{DS} MB	^{DS} BE	^{DS} AD	^{DS} AA	^{DS} AA
^{DS} SVH	^{DS} TT	^{DS} SQ	^{DS} SQ	^{DS} ER	^{DS} RS	^{DS} PM	^{DS} NX	^{DS} JC	^{DS} SN	^{DS} LK	^{DS} LPE	^{DS} LF		

Glossary

Absolute Majority means the number of votes constituting more than half of the number cast.

CEO means the Chief Executive Officer of Worldline.

CEO Delegate means a member of the Worldline executive committee appointed by the CEO.

EEA means European Economic Area including at the date of signature of this Agreement all EU member states and Norway, Iceland and Liechtenstein.

Employee means a person, as defined under the law of the applicable country concerned, employed under a employment contract in the Worldline Group.

Establishment means a employing unit generally at a single physical location.

EWC means European Works Council, established under this Agreement.

EWC Chairperson means the CEO or his/her delegate who chairs the ordinary and extra ordinary meetings of the EWC

EWC employees' representative member means a member elected or appointed to represent the employees of a country in the EWC.

EWC employees' representative deputy member means a member who replaces the regular EWC employees' representative in case of temporary absence.

EWC employees' representative guest member means an employees' representative member of a country not being part of the EEA.

EWC Secretary means the person elected by the EWC employees' representatives to act as spokesperson and to chair the Select Committee and preparatory meetings.

EWC Vice-Secretary means the person to replace the EWC Secretary in case of her/his temporary absence.

Executive Committee a group of key managers that make decisions collectively about overall strategy and business ambitions, for the benefit of clients, employees, shareholders and society as a whole.

Interpretation means the act to translate one language into another language immediately when it is said (simultaneously).

Public Tender Offer means a Public Tender Offer in which the issuer or a third party offers new shares (or sometimes a combination of new shares and cash) to holders of existing shares.

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DS AA	DS AD	DS AD	DS BE	DS MB	DS DNC	DS DO	DS EA	DS JM	DS GR	DS HD	DS HE	DS JJ		
DS kk	DS LF	DS LPE	DS Lk	DS SN	DS JC	15/23	DS NX	DS PM	DS RS	DS ER	DS SG	DS SO	DS TT	DS SVH

Select Committee or SC means a committee established under article 8.2 responsible for coordination of the EWC employees' representative members.

Translation means the process of translating words or text from one language into another.

Transformative acquisition means an acquisition of an important company or an important division of it with the aim to establish a new operating model, as per the article 6.

Subsidiary means a company (directly or indirectly) controlled by Worldline (control being construed by reference to the article L.233-3 of the French Commercial Code).

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SVH TT SQ SQ ER RS PM NX JC SN lk LPE LF

Annex 1: list of companies/subsidiaries/workforce per country

EU + EEA countries	Legal entity code	Legal entity name	Headcount
Austria	A058	WL Fin Services Europe AT	82
Austria	A797	WL Austria GmbH	56
Austria	AA48	PayOne Branch AT	166
Belgium	A668	Worldline SA/NV	698
Belgium	A974	Branch Equens WL BE	453
Belgium	AA25	WL e-Commerce Sol BV/SR	276
Belgium	AA26	WL Financial Soln NV/SA	20
Czech Republic	A966	Cataps, s.r.o.	91
Czech Republic	AA12	GOPAY	68
Denmark	AA49	Bambora Danmark A/S	57
Denmark	AA50	Bambora Online A/S	2
Estonia	A353	Worldline Payment Estonia	5
Finland	A986	Equens SE – Brch FIN	164
Finland	AA55	Bambora AB Sweden – Finland	27
France	A020	WORLDLINE	357
France	A055	Mantis SAS	10
France	A673	SANTEOS	6
France	A686	Worldline France SAS	2404
France	A976	Branch Equens WL FR	974
France	AA56	WL e-Commerce Slt S.A.S	12
France	AA58	WL Prepaid Srv FR S.A.S	42
France	AA60	WL Business Sprt S.A.S.	14
France	AA62	Retail Internat Holding S.A.S.	15
France	AB23	WL Group S.A.	56
France	AB24	Worldline MS France	208
Germany	A040	WL Payment Srv DE GmbH	32
Germany	A092	equensWorldline SE – Branch DE	1162
Germany	A519	Worldline Germany GmbH	309
Germany	A984	DZ Service GmbH	134
Germany	A990	Payone GmbH	104
Germany	AA42	WL Healthcare GmbH	37
Germany	AA44	WL PAYONE Holding GmbH	54
Germany	AA46	Payone GmbH	1182
Germany	AA47	Credit & Collections Srvs GmbH	18
Greece	AB52	CARDLINK S.A.	126
Greece	AB53	WORLDLINE GREECE S.A.	60
Hungary	A076	WL Fin Services Europe HU	5
Italy	A059	WL Fin Services Europe IT	3
Italy	A985	Equens SE – Brch ITA	370
Italy	AA74	Retail Enterprise Italia SpA	33
Italy	AB57	Worldline MS Italia S.p.A	150
Latvia	A352	Worldline Latvia, SIA	131
Lithuania	A351	Worldline Lietuva, UAB	66

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17/23

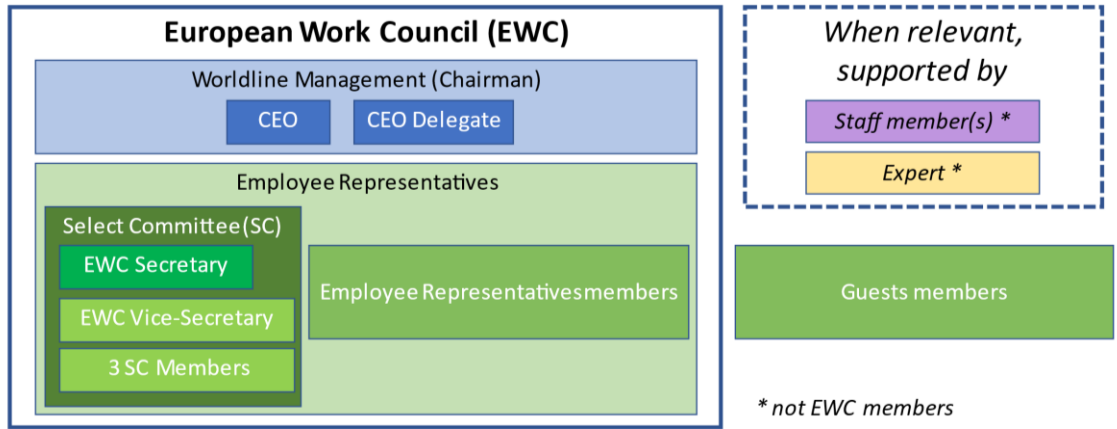
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Luxemburg	A049	WL Europe SA	7
Luxemburg	A050	SPS CETREL Sec. S.A.	24
Luxemburg	A057	WL Fin Services Europe	227
Luxemburg	A095	WORLDLINE LUXEMBOURG	8
Luxemburg	A975	Branch Equens WL LU	14
Malta	AA79	DevCode Payment Malta Ltd.	6
Netherlands	A973	equensWL SE	486
Netherlands	A988	Worldline Netherlands	128
Netherlands	AA13	equensWorldline N.V.	90
Netherlands	AA85	WL e-Commerce Solutions (NL)	5
Netherlands	AA87	Global Collect Services B.V.	509
Norway	AA88	Bambora Norge NUF	16
Poland	A074	WL Fin Services Europe PL	351
Portugal	AB21	Worldline MS Iberia	1
Romania	AA94	WL Business Services RO	228
Spain	A681	Worldline Iberia SA	572
Spain	AB21	Worldline MS Iberia, S.L.	158
Sweden	A359	Worldline Sweden AB	113
Sweden	AA97	Bambora Group AB	72
Sweden	AA98	Bambora AB	178
Sweden	AA99	Bambora Device AB	70
Sweden	AB03	DevCode Payment AB	28
Grand Total			13 529

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DS HE DS HD DS ~~GR~~ DS GR DS JM DS EL DS DA DS DMC DS MB DS BE DS AD DS ~~AA~~ DS AA
DS SA DS SG DS ER DS RS DS PM DS MX DS JC DS SN DS LK DS LPE DS LF DS kb DS JJ
DS SVH DS TT

Annex 2: illustration of the EWC composition



DS GG

DS JJ DS HE DS HD DS ~~GR~~ DS GR DS JM DS EA DS DA DS DNC DS MB DS BE DS AD DS ~~ad~~ DS ad

DS SVH DS TT DS SA DS SG DS ER DS RS DS PM DS MX DS JC DS SN DS LK DS LPE DS LF DS kb

Annex 3: allocation of seats clarified

Step 1, Each country with more than 50 employees shall have a EWC member

	Countries	Number of employees	Percentage of employees of WL total	One seat for 50 employees	Countries eligible for Residual Seats	Number of employees if applicable	
1	FRANCE	4098	30,29%	1	FRANCE	4098	
2	GERMANY	3032	22,41%	1	GERMANY	3032	
3	BELGIUM	1447	10,70%	1	BELGIUM	1447	
4	NETHERLANDS	1218	9,00%	1	NETHERLANDS	1218	
5	SPAIN	729	5,39%	1	SPAIN	729	
6	ITALY	556	4,11%	1	ITALY	556	
7	SWEDEN	461	3,41%	1	SWEDEN	461	
8	POLAND	351	2,59%	1	POLAND	351	
9	AUSTRIA	304	2,25%	1	AUSTRIA	304	
10	LUXEMBOURG	280	2,07%	1	LUXEMBOURG	280	
11	ROMANIA	228	1,69%	1	ROMANIA	228	
12	FINLAND	191	1,41%	1	FINLAND	191	
13	GREECE	186	1,37%	1	GREECE	186	
14	CZECH REPUBLIC	159	1,18%	1	CZECH REPUBLIC	159	
15	LATVIA	131	0,97%	1	LATVIA	131	
16	LITHUANIA	66	0,49%	1	LITHUANIA	66	
17	DENMARK	59	0,44%	1	DENMARK	59	
18	NORWAY	16	0,12%	0			
19	ESTONIA	5	0,04%	0			
20	HUNGARY	5	0,04%	0			
21	MALTA	6	0,04%	0			
22	PORTUGAL	1	0,01%	0			
23			0,00%	0			
24			0,00%	0			
25			0,00%	0			
26			0,00%	0			
27			0,00%	0			
		22	13529	Minimum Threshold Total Member	17	Total WL represented employees	13496
		Total Number of countries Total WL employees				Employees without one representative at least	33
		Residual members to be allocated in a "Weight" point of view		13			0,24%

DS SVH

DS TT

DS GG

DS HE DS HD DS GR DS JM DS EA DS DA DS DNC DS MB DS BE DS AD DS AA

DS SA DS SG DS ER DS RS DS PM DS NX DS JC DS SN DS LK DS LPE DS LF DS KK DS JJ

Step 2, The remaining seats allocated based on the method of quotient with highest remainder

Total w/L represented employees: **13496,00** => see 1st tab
 Residual members (residual seats to be): **13** => see 1st tab
 => quotient **1038,1538**

1st phase based on Quotient					2d phase based on Highest rest					FINAL RESULT							
Seats ("Weight" point of view)					Highest rest of division												
Countries eligible for Residual Seats	Number of employee	Quotient (1038,1538)	with decimals	Integer value	Decimals Report	Quotient (1038,1538)	Highest rest of division	Rest	Order	Se	Representatives One seat for 50 employees	Integer value	Highest rest	Total			
1	FRANCE	4098	/ 1038,1538 =	3,947	3	0,947	x 1038,1538 =	383,5385	1	1	1	3	1	5			
2	GERMANY	3032	/ 1038,1538 =	2,921	2	0,921	x 1038,1538 =	355,6923	2	1	1	2	1	4			
3	BELGIUM	1447	/ 1038,1538 =	1,394	1	0,394	x 1038,1538 =	#####	6	1	1	1	1	3			
4	NETHERLANDS	1218	/ 1038,1538 =	1,173	1	0,173	x 1038,1538 =	179,8462	13	1	1	1	1	2			
5	SPAIN	729	/ 1038,1538 =	0,702	0	0,702	x 1038,1538 =	#####	3	1	1	0	1	2			
6	ITALY	556	/ 1038,1538 =	0,536	0	0,536	x 1038,1538 =	556,0000	4	1	1	0	1	2			
7	SWEDEN	461	/ 1038,1538 =	0,444	0	0,444	x 1038,1538 =	461,0000	5	1	1	0	1	2			
8	POLAND	351	/ 1038,1538 =	0,338	0	0,338	x 1038,1538 =	351,0000	7	1	1	0	1	1			
9	AUSTRIA	304	/ 1038,1538 =	0,293	0	0,293	x 1038,1538 =	#####	8	1	1	0	1	1			
10	LUXEMBOURG	280	/ 1038,1538 =	0,270	0	0,270	x 1038,1538 =	#####	9	1	1	0	1	1			
11	ROMANIA	228	/ 1038,1538 =	0,220	0	0,220	x 1038,1538 =	#####	10	1	1	0	1	1			
12	FINLAND	191	/ 1038,1538 =	0,184	0	0,184	x 1038,1538 =	191,0000	11	1	1	0	1	1			
13	GREECE	186	/ 1038,1538 =	0,179	0	0,179	x 1038,1538 =	186,0000	12	1	1	0	1	1			
14	CZECH REPUBLIC	159	/ 1038,1538 =	0,153	0	0,153	x 1038,1538 =	153,0000	14	1	1	0	1	1			
15	LATVIA	131	/ 1038,1538 =	0,126	0	0,126	x 1038,1538 =	131,0000	15	1	1	0	1	1			
16	LITHUANIA	66	/ 1038,1538 =	0,064	0	0,064	x 1038,1538 =	66,0000	16	1	1	0	1	1			
17	DENMARK	59	/ 1038,1538 =	0,057	0	0,057	x 1038,1538 =	59,0000	17	1	1	0	1	1			
18	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
19	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
20	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
21	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
22	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
23	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
24	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
25	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
26	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
27	/	/	/ 1038,1538 =	/	/	/	x 1038,1538 =	/	/	/	/	/	/	0			
Total w/L represented employees		13496	Total Seats Allocated By Integer Value		7	Total Seats Allocated By Highest rest of division		6			17	+	7	+	6	=	30

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The matching Excel file is:



EWC Allocation of seats according to the

DS	DS	DS	DS	DS	DS	DS	DS	DS	DS
<i>JM</i>	<i>EL</i>	<i>DO</i>	<i>DM</i>	<i>MB</i>	<i>BE</i>	<i>AD</i>	<i>AA</i>	<i>AA</i>	<i>AA</i>
DS	DS	DS	DS	DS	DS	DS	DS	DS	DS
<i>LK</i>	<i>LPE</i>	<i>LP</i>	<i>KK</i>	<i>JJ</i>	<i>HE</i>	<i>HD</i>	<i>GR</i>	<i>GR</i>	<i>GR</i>
DS	DS	DS	DS	DS	DS	DS	DS	DS	DS
<i>SVH</i>	<i>TT</i>	<i>SO</i>	<i>SO</i>	<i>ER</i>	<i>RS</i>	<i>PM</i>	<i>NX</i>	<i>JL</i>	<i>SN</i>

Signed in five hard copies and electronically in Paris La Defense (France), on January 17th, 2023.

For Worldline SA, Gilles Grapinet, CEO Worldline

DocuSigned by:
Gilles GRAPINET
 2C9BE1981878487...

For the Special Negotiation Body: its employee's Representatives of each country

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