



EUROPEAN WORKS COUNCIL AGREEMENT

2023 - 2026

Signed between

SOLVAY SA

and

EUROPEAN WORKS COUNCIL MEMBERS

on 5 December 2022

RENEWING THE AGREEMENT ESTABLISHING
THE EUROPEAN WORKS COUNCIL OF THE SOLVAY GROUP

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PREAMBLE

With a view to maintaining and fostering a constructive social dialogue with the representatives of its staff in the fields of interest to the companies of the group and its employees, whilst incorporating the adoption by the Council of the European Union of the 94/45/EC Council Directive of 22nd September 1994 on the improvement of the right to information and consultation of the employees in Community-scale groups of undertakings, on 5th October 1995 and by agreement, the Management of Solvay Group established a European Works Council (EWC).

Over the past 27 years since the Solvay EWC was created, the arrangements related to this agreement have been conducive to establishing a dense and constructive dialogue between the management of the Solvay group and the members of the EWC representing the employees. As much during the plenary meetings as on the occasion of the meetings with the Select Committee of the EWC and in the EWC working groups, the management of the Solvay Group and the members of the EWC representing the workforce have decided to extend the arrangements of the agreement for a further 4 years term pursuant to Article 9 of the Agreement, hence taking into account the developments in the EC legislation.

The parties have agreed that some of the terms should be revised notably with a view to making the European Works Council not only a body for the information and consultation within the framework of the 2009/38/EC Directive but also a body whose authority it is to take into account the interests of the employees of the whole Solvay Group in Europe.

Thus, the parties to this agreement agree to effectively and extensively promote social dialogue within the Solvay Group whilst constructively ensuring the development and sustainability of its activities.

Both the management and members of the EWC work, with due regard for their reciprocal rights and obligations, consider social dialogue to be one of the foundations of the success of Solvay.

The objective of the EWC is a two-way dialogue between the group senior leadership and local employee representatives from the European countries where the group operates. It is an opportunity for the top management to get a direct measure of social climate and to explain the

Group strategy directly to employee representatives.

This body has a transnational role. Therefore, the EWC members do not represent only their site or trade union but all the Solvay employees of their country with a European transversal perspective.

Despite the United Kingdom no longer belonging to the European Union and the EWC directive no longer being applicable to the UK, the parties agree that the UK remain covered by the current agreement and that the EWC remain competent for all transnational issues in relation to the UK.

The Management of SOLVAY and the members of the EWC representing the employees have therefore agreed the following:

ARTICLE 1- SCOPE

Solvay S.A. and those undertakings upon which it exercises control over as defined under Belgian law as defined in the 2009/38/EC Directive shall fall within the scope of the Solvay EWC.

ARTICLE 2 - ROLES AND MANDATES

2.1 Mission

The EWC of Solvay is a body established for the purposes of information and consultation between the representatives of the employees within the Group and the senior management on matters of economic, financial, social and sustainable interests which given their strategic significance or because of their global impact are of interest to the employees and the undertakings of the group within the European perimeter.

The EWC shall fulfill the missions of the EWC as defined in the 2009/38/EC European Directive and its transposition under Belgian Law. It has been established with a view to taking into account the interests of all the employees of the subsidiaries of the group in Europe.

The competence of the EWC is defined by the principles of transnationality and subsidiarity.



Transnationality

The competences of the EWC of Solvay shall solely relate to europe-wide transnational matters. These transnational matters are those of interest to the Group or those that involve at least two undertakings or establishments of the Group located in two separate Member States as defined under Article 1, Paragraph 4 of the 6th May 2009 Directive. This includes matters that, regardless of the number of member states involved, are of significance to European employees given the magnitude of their potential impact or because they imply transferring operations between member states.

Subsidiarity

It is agreed that the EWC of Solvay shall neither replace the existing employee representative bodies in the various member states comprising the perimeter of this agreement, nor challenge directly or indirectly the prerogatives of the employee representatives as per their national legislations.

The information communicated within the framework of the council supplements the information that workforce representative bodies are provided within all of the Group's undertakings.

In addition, the national representatives will make their best efforts to cascade the information received at European level to the local sites. Local representatives are encouraged to focus on relevant discussions at national level, while transnational issues are being addressed in the EWC.

2.2 Information on the general functioning of the Group

The obligation of information refers to all that relates to and which can significantly impact working conditions and work-related relations with employees.

The management shall undertake to communicate data to the employee representatives in order to gain knowledge of the matter discussed and review it; information is provided at a given point in time, in an appropriate manner and with an appropriate content notably allowing the members of the EWC of Solvay to undertake an in-depth assessment of the possible impact and, if the need arises, prepare consultations with the Group's Management.



Information presented to the EWC includes:

- the structure
- the economic and financial situation
- the likely evolution of the business
- production and sales
- safety, health and environmental policy
- the general directions of the social policy of the Group and the major Human Resources projects

The Solvay EWC can decide, in agreement with the Senior management, to draft charters on matters of transnational significance that fall under its competence, following the example of those already undertaken in the field of sustainable development or joint ventures.

2.3 Information and Consultation on transnational matters

Information and consultation, within the meaning of European law, of the EWC notably relates to the following topics, put on the agenda, as long as they relate to significant transnational issues:

- the situation in terms of employment and its likely evolution
- investments undertaken at group level or involving several countries
- the substantial changes regarding the group's organization
- the introduction of new working methods or of new processes of production
- the production transfers
- mergers, acquisitions, downsizing or closure of undertakings or establishments or significant parts thereof
- collective redundancy plans

The consultation refers to establishing a dialogue and an exchange of views with the members of the management board, at a given point in time and with a content which allows the members of the EWC of Solvay to express an opinion on the proposed actions relating to the subject for consultation on the basis of information supplied and within a reasonable timeframe.

The management shall provide a reasoned response to the opinion submitted.



2.4. Arrangements related to the procedure of consultation

The consultation of the Solvay EWC is coordinated with that of the competent national representative bodies, in any case, before the project is implemented.

ARTICLE 3 - COMPOSITION

The Solvay Group EWC includes representatives of the management and employee representatives:

3.1 Representatives of the management:

- The President of the Executive Leadership Team of Solvay S.A. is the chair of the EWC
- The Chief People Officer
- The Group Labour Relations Officer, as well as his/her deputy

The President of the Executive Leadership Team (or his/her delegate) may convene one or several managers of the Group to participate in the Works Council meetings depending on the Agenda.

3.2 Representative of the employees:

3.2.1 Full EWC members:

Members representing the workforce within Europe of the undertakings, which number and distribution on a per country basis, are defined as follows:

- the Solvay EWC includes at least one full member per country Europe for each country where the following conditions is met:
 - where there is a manufacturing undertaking in the country with a minimum of 40 employees or,
 - where the Solvay Group has at least 100 employees
- the country will get an additional seat when it reaches 800 employees and each time with a plural of 800 (800: 1 additional seat, 1600: 2 additional seats, etc.)

The number of employees taken into account within a country will be determined by including permanent contracts, fixed-term contracts and apprenticeship contracts (thus excluding interim contracts, internships or subcontractors).

The outcome of seat distribution is in Appendix 1 to this agreement.

The EWC members from the UK shall continue to enjoy the same rights and protection as the other members.

3.2.2. Substitute EWC members

Substitute EWC members are appointed subject to the same terms applicable to full employee representatives. They shall only attend meetings when the full employees' representatives are unable to attend. They shall receive the same documents as the full members.

3.3 Change of perimeter:

Should the Group's perimeter change, the signatory parties can agree to change the country distribution following the rule as described here above without the total number of members of the EWC exceeding 20. An amendment shall be drafted by the Select Committee (as referred to in Article 5.2 of this agreement) and by the Management, to then be submitted for approval in plenary session to the EWC.

ARTICLE 4 - APPOINTMENT PROCEDURES FOR EMPLOYEE REPRESENTATIVES

The employee representatives of the EWC of Solvay must be employed by one of the undertakings falling within the scope. Subject to local regulation, when a body for the representation of the employees is already in place, they must hold a mandate as elected or trade union representative of the employees at the national or predominant representative bodies of the country.

A representative shall immediately cease to be a member of the EWC of Solvay and/or of the Select Committee in any of the following cases:

- if the representative ceases to be one of the employees of the Group (whatever the reason)
- if the representative terminates their mandate
- if the representative loses their mandate, in accordance with the established local procedures.

Should they lose their mandate as elected or trade union representatives, the employee representative of the country involved who are entitled to appoint the members of the Solvay



EWC shall appoint a new member who shall meet the required criteria defined under paragraph 1 of this article.

In every country, a coordinator (generally the country representative from the group Labour relations management) shall be appointed by the Solvay Group management to oversee the appointment of the country representatives within the Solvay EWC in line with the criteria set forth by the national legislations or customs. The adopted arrangements in every one of the countries shall be presented to the Solvay EWC and sent to the EWC secretary.

ARTICLE 5 - ORGANIZATION

5.1 Chair of the Solvay EWC

The Solvay EWC shall be chaired by the president of the Executive Leadership Team of SOLVAY S.A. The chair can be deputized to the Manager of Human Resources of the Group or to the Manager of Labour Relations of the Group.

5.2 Select Committee

The employees' representatives of the Solvay EWC shall elect, by a majority of the votes, one secretary, three deputy secretaries and four substitutes selected among its full members. Such a group of individuals shall be referred to as the EWC Select Committee and shall meet once a month (except in August and in the month when the plenary meeting is held).

If a select committee member is not able to attend, the select committee will choose a replacement selected from among the four substitutes based on their availability and knowledge of the topic to be discussed.

Full members and substitutes are elected by the EWC and should reach an operational level of English. Should a member of the enlarged select committee leave the company, another one should be appointed by the select committee. This new member is appointed until the next plenary meeting. A new election will take place during the next plenary.

The regular sessions of the select committee shall take place in Brussels or remotely as jointly agreed by the select committee and management. Preference will be given to either face-to-face or remote meetings for all participants; hybrid meetings are to be organized as a last resort.

The select committee has the right to hold meetings in other locations within Europe, with the



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approval of the management. The local employee representatives can be invited to participate in the sessions, in agreement with the management.

The secretary's duty is to facilitate the preparatory meeting described in Article 6 of this agreement and to prepare, along with the management, the agenda of the plenary meeting.

The required resources shall be made available to the secretary and their deputies by the management of the undertaking they are part of.

The select committee will hold a preparatory meeting before the select committee meeting with the management. Furthermore, it can organize working groups with a limited number of EWC members, in agreement with the management.

5.3 Missions of the Secretary

The missions of the Secretary of the Solvay EWC are as follows:

- organizing the preparatory meeting of the participating members,
- chairing the preparatory meetings,
- reporting the possible comments on the draft minutes to the management,
- ensuring for the minutes to be disseminated,
- communicating with the employees' representatives and with the management between the annual sessions of the EWC,
- cooperating with the management on all administrative matters arising from the sessions (for example in relation to translation services, change in the number of employees per participating country or responding in agreement with the chair to official correspondences sent to the EWC)
- taking care of archiving
- agreeing with the management for further extraordinary sessions to be held
- forwarding recommendations to the management in relation to specific issues
- promoting the best representativeness of the EWC and diversity

5.4 Enlarged Select Committee

Twice a year, the Select Committee will be extended to include the four substitutes with a specific agenda covering various topics such as, but not limited to, sustainable development, hygiene, safety, environment and digitalization.

ARTICLE 6 - FUNCTIONING

6.1 *Plenary meetings:*

6.1.1 Duration and frequency:

The Solvay EWC shall meet twice a year by invitation of the president or their representative. At least one of the meetings will be face to face.

The plenary is held for a minimum of 3 days.

6.1.2 Preparatory meetings

The day before every plenary meeting, the members of the EWC can hold a one-day preparatory meeting in a room made available to them by the management. Follow-up meetings can also be held as the needs arise and in agreement with the management.

6.1.3 Agenda

The agenda of the plenary meeting shall be set by the management in joint agreement with the Select Committee, not later than two weeks before the meeting. It shall be communicated to the members of the Solvay EWC at least 15 days prior to the date set for the plenary meeting. Management will send the presentations 5 working days in advance before the preparatory meeting is held.

6.1.4 Minutes

The minutes of the meetings shall be drafted in English by the management on the basis of the notes taken. A summary is then written and translated on request.

The minutes are distributed to every member of the Solvay EWC as well as the presentation documents which are drafted in English and translated on request.

6.2 *Exceptional circumstances*

Should exceptional circumstances arise where decisions considerably impact the interests of employees, notably in cases of relocation, plant closure or business closure, collective redundancies, epidemiological crisis, the select committee of the Solvay EWC shall be kept

informed as early as possible and before the final decision is made. The select committee shall decide, together with the management, as to the best meeting location for information and/or consultation with the EWC members depending on the type, the impact and/or the scope of the issue at stake.

Under these circumstances, the management shall

- convene a meeting of the select committee
- inform in writing all the representatives
- convene a meeting of a working group which is, in this case, a body that brings together the members of the select committee with those of the EWC from those sites impacted and which are not represented within the select committee.
- organize a plenary meeting of the EWC convening the manager of the local area involved

The management shall not reject these obligations without proper explanation.

Following the plenary meeting with the EWC, a working group can be set up in agreement with the management.

Should exceptional circumstances arise, the EWC shall have the right to request the assistance of an expert (refer to article 8.4). The parties agree to avoid, as far as possible, the expertise services at the central level and at the local level.

It shall not be possible to implement a project whilst the consultation with the EWC is still ongoing.

6.3 Obligation of confidentiality

The members of the Solvay EWC are bound by an obligation of confidentiality with respect to the information expressly and confidentially communicated to them. This obligation shall remain applicable for the employee representatives, even after their term of office has expired, as long as the information remains confidential. This obligation shall also apply to all guests and participants.

It is the responsibility of the management to clearly mark what is confidential and the duration of the confidentiality terms.



6.4 Obligation of information of the EWC

The members of the EWC shall inform their local employee representatives of the undertakings. In the absence of any representatives, the Labour relations officer will inform a local site/country representative, or, the workforce as a whole, in relation to the content and outcome of the information and consultation procedure applied. To that end, the members of the EWC may access the sites concerned so as to fulfill their mission.

Subject to the agreement of management, all members have the right to organize town hall meetings or inform via email or in paper form depending on the local situation; such agreement will not be unreasonably withheld.

ARTICLE 7- TERMS OF OFFICE

7.1 Terms of office

The terms of office of the Solvay EWC, of the secretary and their deputy secretaries is for the duration of the agreement. This duration starts from the first plenary session of the Solvay EWC. On a regular basis, the Select Committee, along with the management, shall verify that each member holds a mandate as elected or trade union employee representative as defined in Article 4 of this agreement.

Members of the EWC should be given reasonable time necessary to carry out their duties. In case of difficulty, the intervention of HR and, in particular, the Labour Relations Officer will be required, even if it means escalating to the Group Labour Relations Officer.

7.2 Ad hoc or permanent replacement

In the event of ad hoc or permanent difficulty to attend for a member of the Solvay EWC, they can be replaced pursuant to the provisions set out in Article 4 of this agreement.

In case of permanent absence of a member of the EWC, the mandate of the representative called upon to stand in as a replacement shall expire on the date for the next renewal of the terms of the other members of the Solvay EWC.

7.3 Protection

The protection and guarantees extended to the members of the Solvay EWC as part of their national mandate as elected or trade union members shall apply when exercising their mandate as members of the Solvay EWC.

In particular, the management of the group will ensure that members of the Solvay EWC are not discriminated against as a result of their mandate within the Solvay EWC.

The select committee shall be informed as early as possible should proceedings be brought against a member of the EWC.

ARTICLE 8 - RESOURCES EXTENDED TO THE MEMBERS

8.1 Compensation and travel expenses

All expenses related to the duties described in this agreement and its select committee shall be taken care of by the group. The employee representatives are released from their work-related duties whilst still receiving their salary.

8.2 Training and Equipment

During their terms of office, members of the Solvay EWC shall be entitled to training in order to fulfill their duties.

In order to improve the functioning and efficiency of the EWC, it has been agreed that the members will develop their proficiency in English, the official working languages of the Group. To do this, they will favor the e-training platforms made available to them by the Company.

To work on in-depth topics, the EWC will organize a face to face seminar, on a yearly basis. The timing will be adapted to the topics for discussion and the content will be agreed with the management. The working language will be english.

Every member should be supplied with the appropriate equipment (minimum laptop, corporate credit card, etc.).



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8.3 Means of information

Members of the Solvay EWC shall be informed on a regular basis about events impacting the evolution of the group by the senior management of the Solvay group who shall distribute appropriate documentation. Amongst other documents provided, an annual social review shall be distributed on the occasion of the plenary meeting.

8.4 Experts

The EWC and the select committee shall be assisted by a chartered accountant to review the annual accounts. The chartered accountant shall be selected by the members of the EWC.

Should exceptional circumstances arise as described in article 6.2, assistance and scope of the mission of an expert shall be agreed with the management. In this case, the expert can attend the meetings of the EWC or of the working groups regarding these exceptional circumstances.

The senior management shall cover the costs of only one expert for each exceptional topic. The select committee in consultation with management shall define the scope of the work of the expert.

8.5 Trade Unions

The EWC can invite a representative from IndustriALL Europe to plenary meetings.

8.6 Guests

In agreement with the management, the EWC can invite internal and external guests.

ARTICLE 9 - DURATION, RENEWAL AND ADAPTATION OF THE AGREEMENT

This agreement shall be valid for a period of four years and shall come into force on the 1st of January, 2023.

This agreement shall be renewed in the same form with the exception of adjustments or additional provisions to some of its arrangements subject to the approval of the senior management of the Solvay group and of the majority of the members representing the employees within the Solvay EWC.

If following significant changes in the structure of the Solvay group, notably as a result of mergers or acquisitions, de-mergers, causing several european bodies representing the workforce to coexist and notably resulting in a conflict between the provisions of two or more agreements applicable to EWCs, the signatory parties shall initiate the required negotiation for the structure to be adjusted using as a reference the 2009/38/EC Directive of 6th May 2009.

For the duration of the negotiation which shall not exceed 6 months, the existing EWC(s) shall continue to operate according to the arrangements possibly adapted by agreement.

In the event of major restructuring within Solvay, the EWC makes a strong expression of interest in this agreement forming the basis for any future EWC agreement which may replace this document.

If at the end of this 6 month period no agreement has been reached, adjustments will be introduced on the basis of the 2009/38/EC Directive of 6th May 2009.



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ARTICLE 10 - FINAL PROVISIONS

This agreement, deemed authentic in its English language version, shall be submitted to the Belgian authorities. Belgian law shall be the applicable law.

In the event of a dispute, the parties commit to do their utmost to find a solution through conciliation. Should the case be taken to court, the Belgian court shall be the competent authority (Brussels). A copy of the documents shall be sent to the EU Commission and to IndustriALL Europe on the initiative of the Solvay group senior management.

Brussels, 5th December 2022.

For Solvay SA,
Ilham Kadri
Chief Executive Officer



For the European Works Council (EWC),
Marco Roumen
Secretary of Select Committee EWC

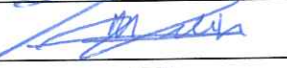

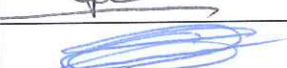
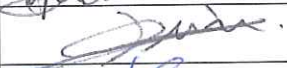
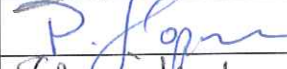
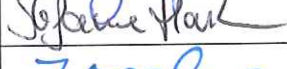






Appendix 1 : Number of representatives per country
(Reference : registered headcount as of 31.10.2022)

COUNTRY	Registered headcount 31/10/2022	EWC 2023 distribution
France	3 709	5
Germany	1 583	2
Italy	1 830	3
Belgium	1 060	2
United Kingdom	728	1
Bulgaria	516	1
Spain	378	1
Portugal	754	1
Poland	85	1
Latvia	2	
Netherlands	135	1
Finland	50	1
Czech Republic	11	
Luxembourg	8	
Romania	8	
Hungary	5	
Austria	4	
Greece	3	
Croatia	3	
Denmark	-	
Norway	-	
Sweden	-	
TOTAL	10 904	19

registered headcount	number of representatives
from 100 to 799 *	1
from 800 to 1599	2
from 1600 to 2399	3
from 2400 to 3199	4
from 3200 to 3999	5

* from 40 if manufacturing facilities

EWC members & substitutes			
First Name	Last Name	Title + Country	Signature
Philippe	Habraken	EWC Member Belgium	
Nicolas	Deligne	EWC Member Belgium	
Dian	Shipkaiev	EWC Member Bulgaria	
Sebastien	Leonard	EWC Select Committee France	
Vincent	Dubrulle	EWC Member France	
Denis	Georgeon	EWC Member France	
Damien	Olry	EWC Member France	
Florence	Deschaseaux	EWC Member France	
Dominique	Dürr	EWC Member France	
Petra	Hoppmann	EWC Member Germany	
Stefanie	Hartmann	EWC Member Germany	
Juergen	Laakmann	EWC Member Germany	
Andrea	Capelli	EWC Select Committee Italy	
Alessandro	Cassarà	EWC Member Italy	
Lorenzo	Martini	EWC Member Italy	
Helena	Ferreira	EWC Member Portugal	
Pedro-Luis	Falagan	EWC Member Spain	
Marco	Roumen	EWC Select Committee The Netherlands	
Louise	Collett	EWC Select Committee UK	
Peter	Duckworth	EWC Member UK	

EWC Agreement 2023-2026 signed on 5 December 2022