

AGREEMENT FOR EUROPEAN EMPLOYEE INFORMATION AND CONSULTATION WITHIN THE ELIA GROUP

This Agreement is made and entered into on, by and between

1. The Central Management of the Elia Group with its registered address on Keizerslaan 20, 1000 Brussels, Belgium

And

2. the Special Negotiation Body (hereafter SNB) representing the employees of the Elia Group within the geographical scope of this Agreement.

I. General

Article 1.1 Guiding principles

a) Objective

The objective of this Agreement is to establish an Elia Group European Works Council (hereafter the EWC) for the purpose of informing and consulting the employees of the Elia group within the geographical scope of this Agreement and fulfilling central management's obligations under European Works Council legislation as set out below.

b) Link national and European level

Information and consultation, exchange of views and dialogues on transnational issues at European level that should support and enhance existing communication processes within the Elia Group. The EWC should only support and not replace existing national communication activities.

c) Good faith

The management and employee representatives shall co-operate in a spirit of good faith and mutual trust. They shall have due regard to their reciprocal rights and obligations as well as due consideration for the interest of the Elia Group as a whole.

d) Legislation

This Agreement shall be governed and interpreted in accordance with Belgian Collective Agreement 101 of 21 December 2010 implementing the European Directive 2009/38/EC of 6 May 2009.

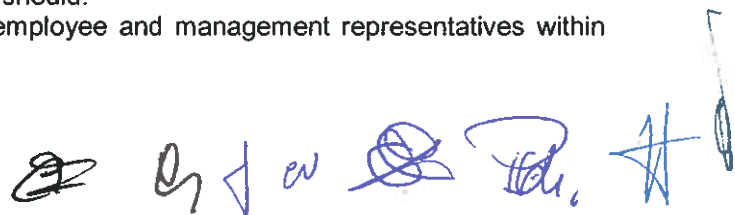
e) Prerogatives

This Agreement shall not affect the prerogatives of the central and local managements, which will remain exclusively responsible for their business, financial, commercial and technological decisions.

Article 1.2 Principles underlying the EWC

The parties to this Agreement consider that the EWC should:

- a) aim to facilitate positive dialogue between employee and management representatives within the context of the Agreement



- b) not replace or diminish existing communication initiatives for information and consultation at national and local level
- c) contribute to a meaningful and constructive discussion about the Elia Group's economic performance and understanding of the competitive business environment.
- d) Minimize the burden on the business while ensuring the effective exercise of the rights granted by the Agreement
- e) be dissolved if the Elia Group for a period of at least 6 months only has operations in only one country covered under the scope of this Agreement.

Article 1.3 Scope

The geographical scope of this agreement covers all countries of the European Economic Area (EEA = European Union + Iceland, Norway, Liechtenstein) as well as Switzerland, whenever the Elia group is the controlling undertaking, i.e. holds 50% or more of the shares, of operations within this scope. Therefore, all joint-ventures with less than 50% financial participation will not be considered as part of the Elia Group.

If new countries, where the Elia Group is the controlling undertaking of operations, become members of the EEA or if Elia commences operations in new countries within the EEA, these countries shall then be added to the eligible membership of the EWC within a period of 6 months.

Annex 1 contains a list from Elia operations within the geographical scope of this Agreement on 1 January 2013. This list will be updated when necessary to take account of changes in the composition of the Elia Group.

Article 1.4 Joint Model

The parties to this agreement agree to share issues and work together within the EWC. For that reason, both management and employee representatives are members of the EWC.

II. COMPOSITION OF THE EUROPEAN WORKS COUNCIL

Article 2.1 Composition of the Elia Group European Works Council

The EWC shall comprise of employee representatives selected under the procedure referred to under Articles 2.1 to 2.4 as well as management representatives as appointed under Article 2.5 below.

- The seats for employee representatives or their deputy of the EWC are to be allocated every four years, as follows: There shall be a minimum threshold of 50 employees within a country covered by the geographical scope of the present Agreement, which will trigger eligibility for one employee representative;
- Where there are 10% to 19,9% employees employed within the geographical scope of the present Agreement there will be one additional employee representative;
- Where there are 20% to 29,9 % employees employed within the geographical scope of the present Agreement there will be two additional employee representatives;
- Where there are 30% to 39,9% employees employed within the geographical scope of the present Agreement there will be three additional employee representatives;
- Where there are 40% to 49,9% employees employed within the geographical scope of the present Agreement there will be four additional employee representatives;
- Where there are 50% to 59,9% employees employed within the geographical scope of the present Agreement there will be five additional employee representatives;
- Where there are 60% or more employees employed within the geographical scope of the present Agreement there will be six additional employee representatives.

However, no employee representative can have their mandate terminated during their term of office except for one of the following reasons:

- They resign;
- They are recalled;
- They become a member of senior management in the company;
- The branch or subsidiaries they represent is/are terminated, or is/are no longer a part of the Elia group;
- They cease to be employed by the Elia Group.

Every two years the Select Committee will review the total number of seats for employee representatives within the EWC. This review will not affect the term of the existing mandates. If needed, the Select Committee will reexamine the formula for the allocation of seats on the employee representatives in the interests of keeping a reasonable working size if and when the total number of employee representatives exceeds 30.

Article 2.2 Selection of employee representatives/Substitutes

Employee representatives and substitutes shall be selected according to the legislation or /and practice in their respective countries covered by the present Agreement. There is no obligation on employees or their representative bodies to fill the seats allocated to them once they have been given a fair and reasonable opportunity to do so in line with the legislation and/or practice in their respective countries. Those involved in the election or appointment of employee representatives will be reminded to consider the need for balanced representation of employees with regard to their activities, category and gender in making their selection as well as the need for employee representatives to function adequately in a multi-cultural/languages environment.

Substitutes shall replace employees' representatives who are unable to attend meetings for any reason whatsoever. There shall be one substitute per employee representative in the EWC.

Article 2.3 Eligibility of employee representatives

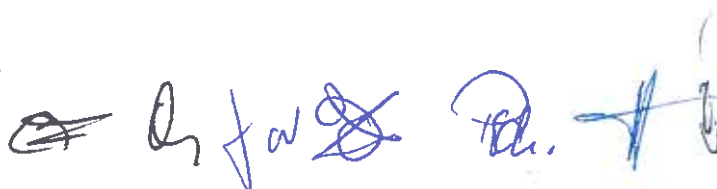
Candidates, employee representatives and their substitutes must be regular employees of the Elia Group, as defined by the laws and/or practices of the country of employment.

Article 2.4 Term of office of employee representatives

Employee representatives shall serve on the EWC for a renewable period of four years, to ensure continuity and understanding of EWC matters. However, if within that period the employee representative loses his/her mandate based on national customs and (European Works Councils) legislation, the substitute member will become the employee representative and a new selection for a substitute member will take place as quickly as possible in the country concerned, to be decided at national level.

Article 2.5 Appointment of management representatives

Management will nominate maximum 8 representatives to the EWC which will include a Chairperson (CEO or his/her designated substitute) and a EWC Management Coordinator (a senior Human Resources leader). Management will have full power and discretion to appoint and remove representatives of management to and from the EWC.



III. FUNCTIONING OF THE EUROPEAN WORKS COUNCIL

Article 3.1 Definition of consultation and information

Information in the context of this Agreement is defined as:

Timely, taking into account reasonable expectations, communication of data on topics covered by this Agreement: The content of the information, the time when, and manner in which it is given, must be such as to enable the employee representatives within the EWC to:

- a) acquaint themselves with and examine its subject matter;
- b) undertake a detailed assessment of its possible impact; and
- c) where appropriate, prepare for consultation.

Consultation in the context of this Agreement is defined as: A two-way constructive exchange of views and establishment of dialogue and debate. Consultation should be meaningful, which entails that it should be timely, taking into account reasonable expectations. The content of the consultation, the time when, and manner in which it takes place, must be such as to enable the employee representatives within the EWC to express an opinion on the basis of the information provided to them. The opinion referred to above shall be provided within a reasonable time after the information is provided to the EWC, having regard to the responsibilities of management to take decisions effectively. The opinion may be taken into account by the central management or any more appropriate level of management.

Article 3.2 Transnational matters

In the context of this Agreement, applicable transnational matters means that employees in at least 2 countries covered by the Agreement, or where they concern the Elia Group as a whole within the geographical scope of this Agreement, are significantly impacted by one or more of the defined "subjects for information/consultation" as listed in Article 3.3. These may include matters which, regardless of the number of countries covered by the geographical scope of the present Agreement involved, are of significant importance for the employees covered under this Agreement in terms of the scope of their potential effects or which involve transfers of activities between the countries within the geographical scope of this Agreement. The information provided to the employee representatives in the EWC, and the consultation of the employee representatives in the EWC shall be limited to transnational matters.

Article 3.3 Subjects for information/consultation

Within the transnational context, the information and consultation of the employee representatives within the EWC shall relate among others to the economic and financial situation, probable trend of employment, investments, substantial changes to the Elia Group, introduction of new working methods or production processes, transfers of production, mergers, cut-backs or closures of undertakings, establishments or important parts thereof, health and safety, and collective redundancies.

Issues such as collective labour agreements, compensation, salaries or benefits, and individual matters which are principally related to a specific country or company will continue to be handled locally in accordance with national law and/or practices, and with information and consultation procedures of the country or company concerned.

Article 3.4 Members of the Select Committee

The Select Committee will consist of four employee representatives selected every four years from at least two different countries by and among the employee representatives in the EWC and three management representatives (including the EWC Management Coordinator), selected by Central Management among management.

Article 3.5 Role of the Select Committee

The role of the Select Committee shall be, inter alia:

- To agree on the format of the meeting, the agenda, the minutes and the communiquéé of the meetings before those are distributed to the EWC members or other employees of the Elia Group;
- To ensure that all EWC members have received the necessary information;
- To collect and disseminate other necessary and useful information;
- To determine advisors in accordance with the relevant provisions of this agreement;
- To call for exceptional meetings in accordance with the relevant provisions of this agreement;
- To facilitate dialogue between the employee members;
- To propose for dispute resolution in first instance in case of conflict between EWC members;
- To agree on the required action when the number of employee representatives rises above 30;
- To decide on how to deal with requests for interpretation/translation requirements above English, French, German, and Dutch;
- To consider necessary steps in case of a significant change of structure as mentioned in Article 5.5.

Article 3.6 Working rules of the Select Committee

The Select Committee will strive to adopt its decisions by consensus. However, if no consensus can be reached, the Select Committee will take its decision by double majority, this means that a decision is considered taken if there is a majority accepting the proposal both within the employee representatives group and within the management representatives group of the Select Committee.

The meetings of the Select Committee shall consist of a pre-meeting of the employee representatives, the Select Committee meeting with the representatives of the management and the employees and the debriefing with the employee representatives.

The Select Committee will meet at least two times a year and this before the regular meetings of the EWC.

Article 3.7 European Works Council meetings (EWC)

a) Regular Meetings

The EWC meets twice a year. The Select Committee decides on the format of the meetings, i.e. face-to-face or virtual meetings. The meetings have a maximum duration of up to two days (not including travel time to and from the meeting) including a preparatory meeting and debriefing session for employee representatives only. The Select Committee prepares an agenda for the EWC meeting with input from all its members, which will be circulated to the



EWC members 4 weeks before the EWC meeting. Where possible, information on the agenda points is provided by preference ten days before the meeting.

Draft Minutes shall be agreed by the Select Committee. These minutes shall be disseminated through local processes. In addition, a short summary for communication to all employees will be agreed by the Select Committee.

b) Exceptional Meetings

If an exceptional transnational event occurs, for example, a merger, a sale or an acquisition, which could have significant impact on the Elia Group employees, the EWC Management Coordinator shall contact the other Select Committee members, before the decision is finalised, in order that management may meet its obligations in respect of information and consultation under the present Agreement. The Select Committee agrees on the format of the meetings, i.e. face-to-face or virtual meetings as well as who participates in these exceptional meetings. Employee representatives on the EWC who have been selected by the establishments and/or undertakings which are directly concerned by the circumstances or decisions in question shall in any case have the right to participate when an extraordinary meeting is organised by the Select Committee.

Article 3.8 Use of expertise

a) Internal advisors

The Elia Group has agreed to the use of internal advisors with knowledge of the topic(s) under discussion to assist the Select Committee/EWC. Upon request of the employee representatives within the Select Committee, the EWC Management Coordinator will contact the relevant internal advisor and arrange for his/her involvement with the EWC. When required, internal advisors can participate at the pre-meeting and/or Regular/Exceptional meeting.

b) External advisor

If adequate internal expertise is not available regarding the topic(s) under discussion, the Select Committee informs the EWC Management Coordinator of the need to provide such expertise to the employee representatives in the EWC/Select Committee. The EWC Management Coordinator will make such expertise available with the possibility to limit the required funding to cover one employee representative expert per meeting. The external advisor can be present during the Regular/Extra-ordinary meeting for the time the topic concerned is under discussion.

c) IndustriALL assistance

If the employee representatives would like the mandated IndustriALL EWC expert to participate at selected topics of the EWC meeting, the employee representatives within the Select Committee should inform the EWC Management Co-ordinator thereof at least 3 weeks before the EWC meeting or as soon as possible before extra-ordinary meetings.

Article 3.9 Languages

The EWC shall be held in English, German, French and/or Dutch. The agenda, minutes and any additional information mentioned on the agenda shall be produced in English, German, French and/or Dutch. Further need for interpretation and/or translation of documents will



discussed and agreed by the Select Committee. If necessary, language training may be organised at the local level, taking into account local practices.

Article 3.10 Feedback to local level

Official minutes will be issued in English by the EWC Management Coordinator and agreed with the Select Committee, and will be circulated in English, German, French and Dutch within one month after the agreement of the Select Committee to all EWC members. The minutes in English, not translated versions, will be the definitive record of proceedings. In order that everyone in the relevant Subsidiaries is informed of the deliberations of the EWC, summaries of the proceedings will be published in the usual employee communications media.

Furthermore the EWC members will inform their delegating bodies.

Article 3.11 Confidentiality

Topics discussed in the EWC meetings will not be considered confidential unless a topic is expressly identified by Management as "confidential". This will not be done without proper justification (such as market sensitivity, business secrets or personal data protection issues). In the case that management has reasonably identified the information as confidential, the members of the EWC, as well any third party made privy to the information as a result of their work with the EWC, shall be bound by a duty of confidentiality. Third parties may be required to sign a confidentiality agreement before any such information is shared. Confidentiality obligations shall continue to apply, even after their term of office has expired, if the information concerned has not yet become public.

When identifying information as confidential management will specify their reasons for the confidentiality, those people or groups with whom the information may and may not be shared, and the length of the confidentiality period.

Article 3.12 Withholding of information

The Management shall not be bound, under the conditions and limits laid down by the legislation covering this Agreement, to disclose confidential information, when the nature of that information is such that, according to objective criteria, the disclosure of the information or documents concerned would seriously harm the functioning of, or would be prejudicial to the Elia group, or would contravene stock market regulations or other legislative requirements.

Article 3.13 Facilities and time required for EWC matters during normal working hours

a) Facilities

The members of the EWC will receive reasonable (telecommunication) facilities to carry out their duties and responsibilities as member of the EWC, which need to be agreed with local management.

b) Time required for EWC matters during normal working hours

The employees' representatives are permitted to take reasonable time off during the employee's normal working hours in order to perform their functions. This time shall be considered as work time and shall be paid accordingly. This time shall comply with the local legislation and the national labour contract or the applicable company policy. It is understood

7


between the parties that the reasonability of the time will be determined by the nature of their role within the EWC.

In case of conflict regarding the above, an employee representative can bring their case to the Select Committee, who will attempt to resolve the issue, as following Article 5.7 of this Agreement.

Article 3.14 Training of employee representatives in the EWC

It is the intention that the employee representatives in the EWC are properly prepared to take an effective role in the EWC. Thus, as necessary, relevant training will be provided . The topics and arrangements for common training sessions for the employee representatives will be agreed by the Select Committee. They may equally decide whether it is appropriate for the management representatives to join the employee representatives for all or part of these training sessions.

For practical reasons, the training will, as far as possible, be combined with the EWC meeting. Examples of possible training:

- a) Role of EWC member
- b) Communication training
- c) Cultural diversity.

IV. VARIOUS ITEMS

Article 4.1 Protection of the employee representatives in the EWC

Employee representatives in the exercise of their functions in the EWC shall receive the legal protection provided in their home country.

As the activities of the EWC are in line with the Company's objectives, employee representatives and their local HR managers should work together in good faith to reconcile any difficulties, which may arise from the combination of employee's job responsibilities and EWC activities. In case of conflict, the employee representative in question should inform the Select Committee, who will address this issue. Local obligations and local legal practices in terms of time off to deal with EWC related matters will be applied.

Article 4.2 Cost

Reasonable costs associated with the functioning of the EWC, including travel, meals, accommodation, language facilities and training, external advisors and reasonable communication activities of the EWC representatives will be absorbed by the Elia Group according to its relevant policies.

The parties to this Agreement agree that the EWC should operate in the most cost effective and efficient manner, without undermining the rights, duties and obligations of the parties or the effective functioning of the EWC or its constituent parts.

V. FINAL PROVISIONS

Article 5.1 Applicable law

This Agreement shall be governed and interpreted in accordance with Belgian law, more specifically in accordance with Belgian Collective Agreement 101 of 21 December 2010 implementing the European Directive 2009/38/EC of 6 May 2009. Any possible dispute which may arise out of or in connection with this Agreement shall be dealt with in Belgium.

Article 5.2 Duration of the Agreement

This Agreement will commence as of 5 September 2013 and remain in effect until formally terminated in accordance with the procedure set out below.

Either party may give notice to terminate this Agreement by giving the other not less than three months' written notice. Such written notice given by the employee representatives must be approved by a two-thirds' majority of employee representatives.

In case, within at the latest 3 months following the termination of this Agreement, one of the parties wishes to reopen negotiations to establish a new Agreement, the terminated Agreement will apply until a new Agreement will be enforced.

Article 5.3 Monitoring the effectiveness of the Agreement

The first evaluation of the operation of the EWC will be on the agenda of the Select Committee in the third year of the operation of this Agreement. After that evaluation, sufficient time will be allocated for the purpose of assessing the efficiency and effectiveness of the implementation of this Agreement every three years.

Article 5.4 Amending the Agreement

The provisions of this Agreement may be amended at any time, without affecting the whole of this Agreement or its validity, by the Central Management together with a majority of the employee representatives in the EWC.

Article 5.5 Adaptation clause

In the event of a significant change of structure resulting from, for example, a merger, acquisition or major divestiture, the following provisions will apply:

- If a business unit or undertaking is divested by the Elia group, it will be excluded from the scope of this Agreement.
- If a business unit or undertaking is acquired by the Elia Group, this Agreement will prevail over any corresponding agreement entered into by the acquired business, and the current employee representatives of the EWC will represent the interests of the employees of the acquired business, unless the country concerned will be granted an additional employee representative because of the number of employees involved. In that case, an election may take place according to the rules and practices of the country concerned.
- If the acquisition results in the addition of a previously unrepresented country, however, an appropriate number of representatives from that country will be selected forthwith in accordance with the provisions of Article 2.2 of this Agreement and will join the EWC.

In all situations involving a significant change of structure, the Select Committee will meet promptly to determine if it is necessary to modify this Agreement to take account of the changed structure, maintaining to the maximum extent possible the provisions and principles of this Agreement. The parties will work in a spirit of cooperation with the aim to reach consensus on any appropriate action.

Article 5.6 Status and interpretation

It is the intention of the parties that this Agreement shall be legally binding and shall have the standing of an Agreement under the Belgian Collective Agreement 101 of 21 December 2010 implementing the European Directive 2009/38/EC of 6 May 2009.

Article 5.7 Resolving disagreements

In the event of any disagreement on the meaning and/or execution of this Agreement, the Parties to this Agreement will endeavour to resolve the matter through discussions within the Select Committee. In the event that after a reasonable time, such discussions do not resolve the outstanding issue, an independent conciliator may be appointed by mutual agreement, and/or the issue can be put forward by either party to the Belgian Court of Justice.

Article 5.8 Binding text

The English text is the only binding text. The Agreement shall be translated in Dutch, French and German.

Article 5.9 Transfer of rights and obligations

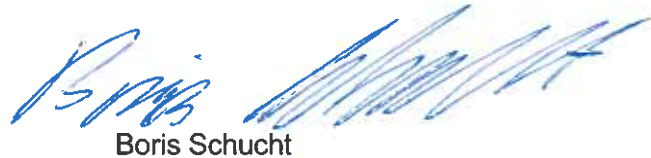
The employees' representatives in the Special Negotiating Body formally acknowledge that at the date of its first meeting, the employee representatives within the EWC shall take up all rights and obligations exercised until then by the Special Negotiating Body which shall then automatically dissolve. The employee representatives within the EWC shall henceforth be solely competent to collectively represent the interests of the employees covered under the terms of this Agreement, and to agree with the Elia group central management on the execution, amendment, review, extension, termination, etc. of this Agreement.

VI. DATE AND SIGNATURES

In Brussels on 5 September 2013, on behalf of the Elia group Central Management:



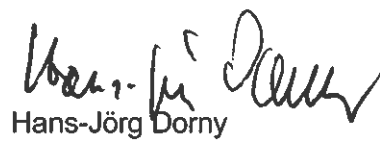
Jacques Vandermeiren



Boris Schucht



Markus Berger



Hans-Jörg Dorny



Catherine Vandendorre



Katharina Herrmann



Wim Strickx

On behalf of the SNB:

Jos Annaert



Claude Francotte



Harald Noack



Dr. Ing. Lutz Pscherer

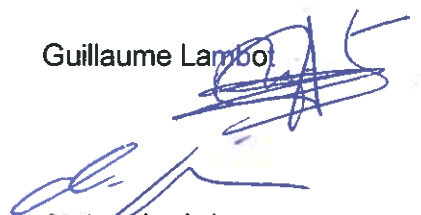


Frank Hörnlein



Gert Serroen

Guillaume Lambert



Eddy Vanhorenbeeck

Andrea Ludwig



Chris Vanmol

Annex 1

**Participations of Elia within the geographical scope of this Agreement
on 1 January 2013**

Name	Country	Headquarter
Elia System Operator NV / SA	Belgium	Keizerslaan 20 1000 Brussels
Elia Asset NV / SA	Belgium	Keizerslaan 20 1000 Brussels
Elia Engineering NV / Sa	Belgium	Keizerslaan 20 1000 Brussels
Eurogrid International CVBA / SCRL	Belgium	Keizerslaan 20 1000 Brussels
Eurogrid GmbH	Germany	Eichenstrasse 3a 12345 Berlin
50Hertz Transmission GmbH	Germany	Eichenstrasse 3a 12345 Berlin
50Hertz Offshore GmbH	Germany	Eichenstrasse 3a 12345 Berlin
Gridlab GmbH	Germany	Hubertstrasse 24 03044 Cottbus

