



Falck

Agreement of July 1st 2014

between

Falck Danmark A/S

&

the European employees of the Falck Group

**about the establishment of a social dialogue through a
European Works Council**

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PREAMBLE

The parties affected recognise the need among the employees of Falck Danmark A/S ("Falck Danmark") and Falck Danmark A/S' subsidiaries in European countries which are subject to the Directive (as defined below) for relevant and regular information and consultation about the Falck Group and a direct dialogue with the management of Falck Group about transnational matters affecting the interests of the employees across Europe through an European Works Council (the "EWC").

The EWC will also act as a connecting link to colleagues employed in countries not subject to the Directive (as defined below) and, accordingly, not subject to this Agreement. Colleagues employed by Falck Danmark's subsidiaries in non-EU member states may be invited to participate in the EWC meetings upon agreement thereon between the EWC steering group chairman and the President and CEO of the Falck Group.

The parties affected recognise that the methods and procedures to be used in the efforts to achieve these goals must meet the specific needs of the Falck Group by taking into consideration the Falck Group's organisational and management structure, corporate culture and tradition. In addition, the methods and procedures must be in compliance with national legislation and European directives, including Danish Consolidating Act No. 1018 of 27 October 2009 on European works councils and Directive 2009/38/EC of 6 May 2009 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees (the "Directive").

The parties also agree that the Code of Conduct of Falck Group of October 2008 (as amended from time to time) will continue to be applicable and that a status report thereon will be prepared for the EWC annual meeting. See section 5 of the current Code of Conduct of the Falck Group.

The parties affected believe that the needs of both management and employees are best served by a dialogue and collaborative procedure tailored to the specific issues which are connected with an organisation and which reflect Falck's international organisational structure.

The parties recognise that the methods and procedures for social dialogue and collaboration set out in this Agreement are a valuable addition to the employee representation systems already in place in Falck's local companies, and which are the proper places for local communications and local collaboration, and that this Agreement does not interfere with the function and competencies of such local systems, and

based on the above, the parties have agreed as set out below:

Part I DEFINITIONS

A. "Falck Danmark" means Falck Danmark A/S.

- B. "Falck Group" means Falck Danmark A/S and its direct and indirect subsidiaries.
- C. "Falck" means – with respect to this Agreement - Falck Danmark A/S and its direct or indirect subsidiaries in any European country which is subject to the Directive, unless otherwise provided, in each case provided that such subsidiary employs at least one person.

Part II ESTABLISHMENT OF A EUROPEAN WORKS COUNCIL

A structure in the form of a council for information and consultation will be established. The council will be called the European Works Council (the "EWC").

Part III MEMBERSHIP OF THE EUROPEAN WORKS COUNCIL

A. The EWC consists of the following members:

- 1. Representatives of Falck employees to the EWC (the representatives to be known as "EWC Employee Representatives") in the following numbers:
 - (a) One EWC Employee Representative from each European country in which Falck has more than two hundred (200) employees.
 - (b) An additional EWC Employee Representative from each European country in which Falck has more than one thousand (1,000) employees.
 - (c) An additional EWC Employee Representative from each European country in which Falck has more than five thousand (5,000) employees.
 - (d) The country in which Falck has its European head office will always be represented by three EWC Employee Representatives.

- (e) It is agreed, that as the number of European countries in which Falck has employees covered by the Agreement or the number of Falck employees in such countries increases, the total number of EWC Employee Representatives – following the principles set forth in (a)-(d) above – cannot exceed 30 at any time.
 - 2. Two advisers to the EWC Employee Representatives, e.g. from an international employee organisation or any other entity, to assist the EWC (such advisers to be known as "EWC Representative Employee Advisers").
 - 3. Representatives of Falck's management (the representatives to be known as "EWC Management Representatives").
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- B. With a view to determining the number of EWC Employee Representatives from each country, the number of employees will be the number of Falck employees (headcounts) in the respective countries at the end of each calendar year as stated in the statutory financial statements of the respective companies or the closest corresponding document for the country in question.
 - C. In order to be appointed or to remain an EWC Employee Representative, an employee must have been in continuing employment as an employee of Falck for the preceding six months and must not have any leadership responsibilities in the Falck Group.
 - D. The method for electing or appointing EWC Employee Representatives for each country will comply with national legislation or practice in the relevant country.
 - E. When a EWC Employee Representative or Representatives from a country has/have been elected or appointed, such EWC Employee Representative(s) represent all the Falck employees of that country across all Falck business areas.
 - F. Where there are two or more EWC Employee Representatives from one country, and they divide the representation between them, they must ensure that they together represent all Falck employees in the relevant country.
 - G. The maximum term a Falck employee may serve as an EWC Employee Representative before re-election or re-appointment must take place will follow the national legislation or practice of the country in question.

- H. EWC Employee Representatives enjoy the same employment protection as employee representatives have in their respective countries under national legislation or practice.
- I. Falck and the EWC Employee Representatives agree that, in the long term, the elected EWC Employee Representatives must be able to communicate in English. Falck will make the necessary English language training available on terms and conditions to be agreed upon. The parties have agreed that the ambition is language level Europass Level B2, and the necessary language training must be finally agreed upon between the Chairman (as defined below) and the EWC steering group chairman.

Part IV INFORMATION AND CONSULTATION

- A. The EWC will be in charge of information and consultation concerning transnational subjects. See Danish Consolidating Act No. 1018 of 27 October 2009 on European works councils.

The EWC will also act as a connecting link for the consultation processes to take place at the national level under national regulations.

- B. Transnational matters are matters that relate to two or more Falck companies located in two different European countries, that are of consequence to Falck's European work force and that involve a relevant management and representation level.
- C. "Information" means information from Falck and information from the individual countries that EWC Management Representatives pass on to EWC Employee Representatives at a time, in a manner and with a content that enables the EWC Employee Representatives to make more in-depth investigation of the information and, if relevant, prepare meetings with the central Falck management in the relevant EU-countries.
- D. "Consultation" means the establishment of a dialogue and exchange of views between the EWC Employee Representatives and the EWC Management Representatives in a manner and with a content that enables the EWC Employee Representatives to make a statement that is based on the Information provided on the proposed measures to which the consultation pertains and that can be taken into account in Falck's decision-making process.

Part V

MEETINGS OF THE EUROPEAN WORKS COUNCIL

A. Chairman, steering group and secretaries

1. Falck's President and CEO or a Group Executive appointed by the President and CEO will act as chairman of all meetings of the EWC (the "Chairman").
2. The EWC Employee Representatives will elect a steering group for the EWC consisting of a chairman and a maximum of four EWC Employee Representatives in addition to any EWC Employee Advisers. The members of the steering group will collaborate as and when needed using the means of communication described in Part V, G, 6. Together with the administrative secretary (see Part V, A, 3), individual members of the steering group will be appointed to handle areas of responsibility set out in this Agreement as follows:
 - (i) Determination of the location of the EWC annual meeting
 - (ii) Determination of items on the agenda of the EWC annual meeting
 - (iii) Organisation of the EWC annual meeting
 - (iv) Approval of draft minutes
3. Falck will make an administrative secretary available to the EWC to provide support to a reasonable extent.

The EWC steering group chairman will also act as secretary to the EWC Employee Representatives and will be involved as a liaison between Falck and the elected EWC Employee Representatives in connection with all tasks relating to the EWC.

B. Meetings

1. The EWC will meet once a year.
2. Extraordinary meetings may be held at which only EWC Employee Representatives attend. Such meetings can be held if agreed between the Chairman and the EWC steering group chairman.
3. Representatives from other countries where Falck has employees may be invited to the annual meetings if agreed between the Chairman and the EWC steering group chairman.
4. In exceptional cases and provided that the parties to this Agreement have declared in advance that they agree to it,

extraordinary meetings may be held in the event of unusual circumstances. Such meetings will be held if agreed between the Chairman and the EWC steering group chairman.

5. In addition to acting as a forum of Information and Consultation, the EWC will also endeavour to develop a positive dialogue on issues of mutual benefit to both Falck and its employees.
6. Invitations to the EWC annual meeting will be sent out at least eight (8) weeks before the meeting.
7. The location of the EWC annual meeting will be determined by the EWC's administrative secretary and the EWC steering group chairman. The EWC annual meeting will be held in one of the countries represented in the EWC.

If the parties cannot agree on the location, the decision on the location will be made by the Chairman.

C. Agenda

1. An agenda must be prepared for each annual meeting.
2. Proposed agenda items that the EWC Employee Representatives or the EWC Management Representatives consider appropriate for inclusion in the agenda of the annual meeting must be submitted to both the EWC's administrative secretary and the employees' EWC secretary not less than six weeks prior to the annual meeting.
3. The agenda must – in accordance with Danish legislation regarding the establishment of a European Works Council § 23 - include Information and Consultation about matters relating to Falck in Europe, but also in the rest of the world: in particular, information concerning the structural, economic and financial situation; probable developments within the Falck Group; the status of and likely trends in employment numbers; investments and significant changes relating to the organisation; the introduction of new working methods or production processes; the transfer of production or service provision; mergers; and cutbacks in or closures of operations, companies or significant parts thereof; and, moreover, information about collective redundancies, provided that such issues could affect the interests of Falck employees in more than one country covered by the Agreement.

The agenda and all relevant annexes will be distributed at least four weeks before the meeting.

D. Duration of annual meetings

A full workday will be allocated to the EWC annual meeting.

E. Meetings before and after annual meetings

1. The day before the EWC annual meeting is available to the EWC Employee Representatives and the two EWC Employee Advisers for a preparatory meeting with discussions without the attendance of the EWC Management Representatives.
2. Immediately after the end of the EWC annual meeting, a summing-up meeting will be held without the attendance of the EWC Management Representatives.
3. Falck will make suitable facilities available both for the meetings before and after the annual meeting, including suitable technical equipment.

F. Extraordinary meetings

Extraordinary meetings of the EWC Employee Representatives (see Part V, B, 2) may concern training, collaboration and/or other relevant subjects. The subject must be agreed upon between the Chairman and the EWC steering group chairman.

G. Language and communication

1. The exchange of information, consultation and communication with the members of the EWC will take place in English.
2. Falck will make language training at a suitable level available as set out in Part III, I.
3. As part of a transition phase, the EWC meetings in 2013 and 2014 will be conducted according to the rules on language and communication in the EWC agreement of 21 March 2005.
4. The agenda, meeting minutes and other necessary written material and necessary documentation will be made available in English. The EWC meetings in 2013 and 2014 will be conducted according to the agreement of 21 March 2005, but interpretation into other languages may be provided if there are objective and actual reasons to do so. The costs involved will be paid by Falck Group.

5. As of 2015 and onwards, the EWC meetings will be held without interpreting, as the members of the EWC will from then on be expected to be able to participate in EWC meetings conducted in English.
6. In addition, Falck will ensure that the EWC Employee Representatives have access to reasonable use of communications facilities by way of Falck's existing communications facilities such as mobile phones, Internet, PCs, projector etc., also between EWC meetings.

H. Compensation and expenses

Participation in the EWC annual meeting, the meetings before and after the EWC annual meeting and any extraordinary meetings is considered operating costs, as Falck ensures that:

EWC Employee Representatives receive normal compensation during their absence and, before each EWC meeting, the EWC Employee Representative will if necessary receive a deposit for other expenses that are not covered by the meeting arrangement itself.

Part VI DISSEMINATION OF INFORMATION

A. Information notes

The EWC's administrative secretary is responsible for preparing information notes, agendas, presentations and other relevant material for the EWC annual meeting which each EWC Employee Representative, EWC Employee Adviser and EWC Management Representative can take with them from the EWC annual meeting. The EWC Management Representatives and EWC Employee Representatives are then responsible for ensuring that the information in the information notes is communicated in the individual countries.

B. Minutes of meetings

1. In addition to the information notes, the EWC's administrative secretary is responsible for preparing draft minutes of the annual meeting.
2. The administrative secretary will send the draft minutes to the Chairman and to the employees' EWC secretary for comments, which may lead to changes to the draft minutes. The administrative secretary will then prepare the final minutes. The final minutes will be signed by the employees' EWC secretary and by the Chairman.

3. It is then the duty of the EWC's administrative secretary to distribute a copy of the final minutes to each of the EWC Employee Representatives, EWC Employee Representatives and EWC Management Representatives.
4. It is the duty of the EWC Management Representatives to ensure that the information in the minutes is sent to Falck companies so that the information can be included in their local consultation processes pursuant to the current practice of the various companies.

The annual minutes will be prepared in English from 2015 on. In order to ensure that local consultation processes can take place, the minutes may be translated into local languages. The need for translation is subject to local agreements in the different countries.

5. The various EWC Employee Representatives and EWC Management Representatives are responsible for ensuring that the EWC's administrative secretary has their contact addresses, telephone numbers and e-mail addresses.

C. Confidentiality

1. Under the Agreement, certain information presented by the EWC Management Representatives or the EWC's administrative secretary under the procedures of the EWC may have to be treated as confidential. The EWC Management Representatives or the EWC's administrative secretary will identify such information as confidential. The EWC Employee Representatives and EWC Employee Advisers must treat such information as confidential and, in particular, they are not permitted to disclose such confidential information to any other party, except to other members of the EWC. The obligation with respect to confidentiality also applies after an EWC Employee Representative or EWC Employee Adviser is no longer a member of the EWC, but the obligation will lapse when the information becomes generally and publicly known.
2. EWC Management Representatives may also, in special cases and under the conditions and restrictions laid down in national legislation, be entitled not to present information to the EWC Employee Representatives, if, according to objective criteria, the nature of such information would seriously damage the functions of one of Falck's companies or be unfavourable to them or contrary to stock exchange regulations or other statutory requirements.
3. The EWC will have no influence on the privileges of Falck's central or local management. Such management will continue to have the

sole competency and responsibility for its business, financial, commercial and technological decisions.

Part VII OTHER MEETINGS

- A. If Falck develops plans concerning matters that may have an impact on employee interests to an unusual extent, in particular in the event of relocation, acquisitions, closure of companies or operations, or collective redundancies (in the following collectively referred to as "business changes"), such plans will be sent to the EWC Employee Representatives, provided that such plans will have an impact on employee interests in Falck to a significant extent in more than one country in Europe.
- B. The EWC Employee Advisers may request a meeting with the Chairman to discuss such business changes. The Chairman may also invite some or all EWC Employee Representatives and EWC Management Representatives to participate, if appropriate and/or expedient.
- C. The decision whether to carry out or refrain from any business changes rest solely with the management of Falck.
- D. The steering group may organise one steering group meeting per year. Any such meeting will be held in one of the countries of residence of a member of the steering group.
- E. If requested by the EWC steering group chairman, the EWC's administrative secretary may attend the meeting in order to discuss matters of significance to the organisation of the next annual EWC meeting.
- F. Falck will make a keeper of minutes available if agreed.

Part VIII MISCELLANEOUS

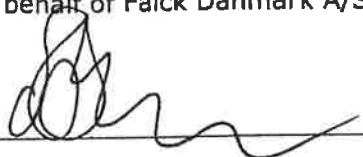
- A. All costs and expenses that arise directly from or are a direct result of the procedures described in this Agreement, including costs incurred in connection with arranging and holding the EWC annual meetings, will be paid by Falck. This does not include costs incurred by EWC Employee Representatives that are dealt with elsewhere in this Agreement.

- B. This Agreement will come into force on July 1st 2014 and will be valid for an indefinite term subject to termination by either party to the Agreement upon at least six months' written notice.
- C. If considered appropriate and/or expedient by both parties involved, any changes mutually agreed upon by the parties may be effected during the term of the Agreement.
- If material changes are made to the structure of Falck, the parties will initiate a dialogue about any necessary adjustments to the Agreement.
- D. In the event that Falck makes a large-scale acquisition and a complete EWC already exists in the company/companies acquired, the EWC annual meeting that follows immediately after the acquisition will be a combined EWC at which the EWC representatives of the company/companies acquired will attend as observers. The provisions of the Agreement will be applied after the EWC annual meeting that follows the acquisition and before the next EWC annual meeting.
- E. This Agreement is subject to national legislation in Denmark, so it must be available in a translation into the Danish language.
- F. The parties involved acknowledge that they are familiar with the Directive and acknowledge that this Agreement is in accordance with the Directive.
- G. The parties agree that, if necessary, the Agreement will be changed to comply with national legislation in Denmark or any other country that may be appropriate in this connection that implements Article 16 of the Directive.
- H. This Agreement is available in two language versions, one English and one Danish, and will be translated into other languages if a substantial need for such translation is demonstrated. The costs for such translation will be paid by the Falck Group.
- Any dispute regarding interpretation within one version or between the different versions will be settled by the Chairman and the EWC steering group chairman. The English-language version will be considered the governing text.

Part IX

SIGNATURES

Signed on behalf of Falck Danmark A/S by:



Allan Sogaard Larsen, President and CEO

Date

Signed on behalf of the EWC Employee Representatives by:



Henrik Villsen Andersen, EWC Employee Chairman

Date



Falck

Endorsed by the remaining Falck European Works Council Representatives at the following annual meeting in the fall of 2014:

Denmark:

Søren Thiel R

Sweden:

[Signature]

Norway:

Stig Hild Guren

Poland:

Hochmair

The Netherlands:

[Signature]

Slovakia:

[Signature]

Spain:

Germany:
