



Clause 1. Salary

Insofar as there are any periodic changes in the fixed annual income, these changes shall normally take effect as of 1 January any given year. These periodic changes relate to increases in income as determined by the Employer on the grounds of the general salary adjustments (which are determined every year by the Management Team): performance, promotion, market conditions and other such factors. Awarding periodic increase in any year does not guarantee a right for periodic increase in a subsequent year.

In the event of a general salary increase in the collective labour agreement, employees are entitled to be awarded the monetary value equal to this collective labour agreement general increase. In consultation with the unions, this monetary value can be divided among the various employment conditions. If no decision can be made about this distribution, the monetary value of the collective labour agreement increase will be awarded as a general salary increase.

In case the Employment Agreement starts on or after 1st October of a year, no general increase or merit increase will be given to Employee in the calendar year thereafter.

In case the Employment Agreement starts between on or after 1st July and before 1st October the general increase will be given in full and a merit increase depending on the performance rating will be prorated.

In case of long-term illness the general increase will be given in full and the merit increase depending on the performance will be prorated.

Barring exceptional circumstances, any individual merit increase will be depending on the performance of the employee, based on the performance rating:

	Performance			
Compa ratio	Inconsistent	Strong	Excellent	
70-80%	0,00%-1,50%	4,00%	5,50%	
80-90%	0,00%-0,75%	3,00%	4,50%	
90-100%	0,00%	1,25%	2,50%	up to max salary scale

In case of promotion to a higher paygrade 5% increase will be given on the actual Salary of the Employee.

Clause 2. Short Term Incentives (bonus)

The Employee will be eligible to participate in a system of variable income (Short Term Incentive, STI). The amount of the incentive is dependent on the results of OCI Nitrogen, the achievement of the Employee's individual results (as communicated separately to the employee) and general performance. Basis for STI is the actual basis annual Salary earned in the relevant financial year. The STI is not part of the pensionable salary.

Objectives (including the What and How) will be set in the Performance Management Cycle, be assessed at the end of the year and result in a Performance Rating. The combination of the Performance Rating and the financial result of OCI Nitrogen B.V. and form the input for the STI as described in the table below (barring exceptional circumstances):

	Performance		
	Inconsistent	Strong	Excellent
EBITDA (mln €)\Factor	0,75	1	1,25
<0	0,00%	0,00%	0,00%
0 to 50	0,00%	0,00%	0,00%
50 to 80	2,10%	2,80%	3,50%
80 to 100	4,20%	5,60%	7,00%
100 to 120	6,30%	8,40%	10,50%
120 to 140	9,45%	12,60%	15,75%
140 to 160	12,60%	16,80%	21,00%
160 to 180	14,70%	19,60%	24,50%
180 to 200	16,80%	22,40%	28,00%
>200	18,90%	25,20%	31,50%

The Short Term Incentive shall in principle be paid out together with the payment of the salary of March in the year following the year to which the incentive relates. In case of prolonged absence, also see clause 5. If the Employee is absent due to a period of uninterrupted leave longer than 4 weeks before the end of the Employment, no STI is paid for this period.

The STI is awarded to the (former) employee, if and insofar as Employee worked within OCI Nitrogen B.V. in the relevant financial year for at least 3 months, and:

- is still employed by Employer on 31st December of the relevant year; or
- is no longer employed on that date due to
 - reaching retirement age;
 - disability on the basis of which there is a claim for benefits under the WAO or the WIA;
 - restructuring or business reasons
 - death, in which case the benefit is awarded to the dependents

In case of any other reason for not being employed on this date, there shall be no entitlement to STI.

Clause 3. Leave

- a. In the case of part-time employment, the leave entitlement is calculated on a pro rata basis and is proportionate to the employment percentage.
- b. In special circumstances, Employee is entitled to additional (extraordinary) leave as set out in the Collective Labor Agreement OCI Nitrogen BV, article 44.
- c. The “cash value” of one holiday equals 4.8% of the fulltime Salary.
- d. The total number of PBL days may not exceed 100 days.

Clause 4. Mobility Budget

- a. The Mobility Budget will be indexed yearly with the general increase of salary as set out in clause 1.
- b. The Mobility Budget is intended to cover all costs for transportation and travels, both business travel and commuting between home and office, including public transportation. Employee is excluded of using the company car, flex car or rental car. If the Employee nevertheless would use any of the foregoing the relevant charges for these travels will apply and be settled with the Mobility Budget.
- c. Reasonable business costs for toll, ferry, parking and flights are not included in the Mobility Budget and will be reimbursed after prior approval. Transportation costs during a business trip abroad by plane, can be reimbursed, after prior approval.
- d. The Mobility Budget may be spend on a travel card for public transportation (such as an "OV-kaart"). This card provided by the employer can be used for business transportation. The card may also be used for private transportation as long as tax rules allow this.
- e. The Mobility Budget may be spend on a lease car arranged by the Employer. The conditions and arrangements of the Lease Policy apply and will be provided by the Employer if the Employee wishes to drive a lease car.
- f. The Mobility Budget, or its remainder after choosing a lease car, can be used to buy extra days which are named PBL (Personal Budget Life phase) up to a maximum of 10 days per year. These hours can be bought on a monthly basis from the Mobility Budget, with respect of the maximum in clause 3.
- g. If the Employee doesn't spend (all of) the Mobility Budget on a lease car or PBL hours/days, the remainder will be paid out each month. If Employee wishes, at the end of the year the Employee can participate in the tax friendly settlement of commuting expenses, in so far as this amount can be paid exempt from tax and national insurance contributions. If the Tax Authorities determine this amount cannot be paid exempt from tax, this option will no longer be offered to Employee.

Clause 5. Incapacity for work due to illness, accident and disablement

- a. Employer and Employee shall strive to maintain, restore or promote Employee's capacity for work. Employee shall notify Employer as soon as possible, but in any case before 09.00 o'clock at the latest on the first day of sickness. Employee shall observe Employer's policy pertaining to sickness, as determined by Employer.
In case of partial or total disability of the Employee due to illness or accident, the Employee, insofar as Employee has not yet reached the pensionable age (in which case the statutory minimum will apply), will continue to be entitled to 100% Salary for the first 26 weeks of uninterrupted disability (or in case of a fixed term Employment Agreement ending before the expiry of 26 weeks: for as long as that Employment Agreement continues to exist). After the first 26 weeks of uninterrupted disability, the Employee will be entitled to 90% Salary for a period of 78 weeks of uninterrupted disability for as long as the Employment Agreement continues to exist. The above applies, however, only if and to the extent that pursuant to the requirements of article 7:629 sub 3 through 7 and 9 of the Civil Code, the Employer is under the obligation to pay salary in accordance with article 7:629, sub 1 of the Civil Code.
- b. The supplementary payment will not be paid out if Employee can enforce rights against third parties as a consequence of his disablement, unless Employee transfers these rights – insofar as they are related to continued salary payment in case of disablement – to Employer.



- c. Periods in which the Employee is absent due to disability will be added together if: (i) they succeed each other with an interruption of less than four weeks, or if (ii) they directly precede and follow a period of maternity leave as referred to in article 3:1, second and third paragraph, of the Work and Care Act unless the disability cannot reasonably be deemed to result from the same cause.
- d. Discretionary job-related emoluments such as a company car, a fixed representation and expense allowance will be discontinued in case of prolonged disablement, i.e. at least 4 weeks. The short-term incentives may be discontinued in case of prolonged disablement, i.e. at least 13 weeks.

Clause 6. Remote working

Employee is eligible for remote working according to the policy of Employer. The Employee is however not entitled to the allowance paid per home working day as set out in this policy.

Clause 7. Unilateral Amendments

Employer reserves the right to modify the “Terms & Conditions Management Group” unilaterally in the event that such amendment is of such importance to his interests that any possible interest of the Employee that is damaged by the amendment must be superseded according to standards of reasonableness and fairness.

Clause 8. Other provisions

The Employer has taken out a group accident insurance for all employees in his employment.

The following articles of the Collective Labor Agreement OCI Nitrogen BV will apply:

- article 18 “Schorsing voor onderzoek en/of beraad” (Suspension for investigation and/or deliberation)
- article 19 “Disciplinaire maatregelen” (Disciplinary actions)
- article 48 “Ziektekostenverzekering” (Health insurance)
- article 49 “Pensioenovereenkomst” (Pension agreement)

Last adjusted on 9th December 2024