

# EUROPEAN WORKS COUNCIL AGREEMENT FOR EUROPEAN EMPLOYEES OF TAKEDA GROUP COMPANIES

between the signatories:

1. **The Special Negotiation Body:** representing all employees of the subsidiaries of Takeda Pharmaceutical Company Limited in the European Union and the European Economic Area (excluding Switzerland) ("Takeda Group Companies") having been duly appointed or elected for the purpose of entering into this agreement in accordance with the respective applicable national laws and regulations

And

2. **Takeda Pharmaceuticals Europe Limited**, an undertaking whose registered office is at 61, Aldwych, London WC2B 4AE in the United Kingdom ("TPEU"), which has been designated as representative agent of Takeda Pharmaceutical Company Limited ("TPC") in the Member States to act as the central management ("Central Management") of Takeda Group Companies, in accordance with EC Directive 94/45/EC and the UK Transnational Information and Consultation Regulations 1999 (the "Regulations"). TPC and Takeda Group Companies (including TPEU) shall be hereinafter collectively called the "Company."

The European Works Council (the "EWC") will be set up in accordance with the Regulations while incorporating several aspects of the Regulations as amended in 2010. This agreement is intended to be, and parties believe it to be, a valid agreement falling within the scope of article 6 of EC Directive 94/45/EC and regulation 17(1) of the Regulations.

## 1) INTRODUCTION

The purpose of the EWC will be for the Central Management to share information and provide an opportunity for consultation in Europe with employees who have been appointed or elected in accordance with clause 3 below (the "Employee Representatives") on the Takeda Group Companies' European business and transnational operations as they substantially and significantly affect the interests of employees on a transnational basis as envisioned by the Regulations covered by this agreement. As used herein, the Member State shall mean a country in the European Union and the European Economic Area (excluding Switzerland).

## 2) SCOPE

- 2.1 The EWC will involve itself with information and consultation in respect of the Takeda Group Companies' transnational European business issues which impact on employees as provided by this agreement. The business issues with which it will concern itself are set out in clauses 5.2 and 5.3. As used herein, "transnational" means relating to and concerning undertakings or establishments in two or more Member States or one which affects the Company's operation in all Member States overall. A combination of matters or circumstances each of which only relates to and concerns an undertaking or establishment in one Member State it is not transnational.
- 2.2 In meeting its obligation to inform and consult, the Company will continue to comply with local national arrangements to ensure appropriate and direct communications with those employees directly impacted by significant business issues and ensure country specific legislation is adhered to. The EWC will be complementary to and not replace/infringe upon national systems of information, communication or consultation.
- 2.3 This agreement will not interfere with the legal rights of employees, nor, subject to appropriate consultation, the rights of the Company to take and implement decisions concerning its business in Europe, and its obligations to inform and consult employees at local or national level.
- 2.4 As used herein, "information" means transmission of data by the Company to the Employee Representatives concerning and limited to transnational matters in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such fashion and with such content as are appropriate to enable Employee Representatives to undertake a detailed assessment of the possible impact and, where appropriate, allow the Select Committee (as defined in clause 4.1) to prepare for consultations with the designated management representatives (namely, those persons appointed and duly authorised by TPEU to represent the Central Management in contacts with the EWC; the "Management Representatives"), and "informed" shall be construed accordingly.

As used herein, "consultation" means the establishment of dialogue and exchange of views between the Select Committee and the Management Representatives or any more appropriate level of management as provided by this agreement, at such time, in such fashion and with such content as enables the Select Committee to express an opinion on the basis of the information provided to which the consultation is related, without prejudice to the prerogatives of management of the Company, and within a reasonable time as defined in clause 7.5, which may be taken into account by the

Company, and “consulted” shall be construed accordingly.

Consultation in no way represents collective consultation for terms and conditions of employment. These matters will be managed in each of the local countries according to local national laws.

- 2.5 Employee Representatives acknowledge that TPC retains the discretion to change its representative agent from TPEU to another Takeda Group Company. If TPC changes its representative agent from TPEU to another Takeda Group Company, such company will succeed TPEU as a party to this agreement, the terms of which will remain in full force and effect save insofar as may be necessary to comply with the law of the country applicable to the new representative agent.

### **3) COMPOSITION OF THE EWC**

- 3.1 The EWC will be a body composed of Employee Representatives as described below.

- 3.2 Subject to the Annex to this agreement, the numbers of Employee Representatives will be allocated as follows:

- 3.2.1 For a country to be eligible to hold a seat on the EWC, its workforce will comprise more than 2% of the total employment in the countries covered by this agreement. Countries with employee populations in excess of 2% of the total employment will be directly represented as follows:

% of Total Population	Number of Seats
more than 2% and up to 18%	1 seat
more than 18% and up to 30%	2 seats
more than 30% and up to 40%	3 seats
more than 40%	4 seats

- 3.2.2 TPEU will conduct a headcount in the EU annually in order to determine the number of seats on the EWC from each country covered by the agreement, taking into account increases and decreases in employee population of Takeda Group Companies. TPEU shall report the headcount to the Select Committee sufficiently in advance of the Annual Meeting (as hereinafter defined in clause 6.1) so that adjustments will be made prior to the Annual Meeting.

- 3.2.3 Where the Company acquires or establishes new operations in a Member

State already covered by this agreement, such operations shall be represented by the existing Employee Representatives in that Member State from the date of establishment or acquisition.

- 3.2.4 Where the Company acquires or establishes operations in a Member State without an existing Employee Representative(s), such operations shall come within the scope of the EWC and the employees in such Member States shall be entitled to elect or otherwise appoint Employee Representatives in accordance with clause 3.2.1 and 3.5 below. The appointment/election process will be commenced as soon as is practically possible.
- 3.2.5 If there is a merger or acquisition in which the Company maintains a controlling interest, the composition of the EWC will be modified in accordance with clause 3.2.1 so as to accommodate the new structure of the Company but otherwise this agreement will remain in full force and effect. By agreement with the Management Representatives, the Select Committee will have the opportunity to meet representatives of the merged/acquired company to discuss the matter. In the event that the merged or acquired entity has in place a European Works Council agreement and/or an information and consultation procedure as defined by the Regulations, it is agreed that this agreement shall take precedence and it is intended that this clause shall provide for the continuation of this agreement for the purposes of Regulation 19F of the Regulations as amended in 2010.
- 3.3 A substitute can be appointed or elected for each Employee Representative, who, in the event of an Employee Representative being unable to carry out his/her duties, including attending meetings, of the EWC because of illness or being suspended from employment for any reason, is able to deputise for the Employee Representative for the duration of the illness or suspension ("Substitute Employee Representatives").
- 3.4 Employee Representatives and Substitute Employee Representatives must be current permanent employees of a Takeda Group Company who have completed at least 6 months service with such Takeda Group Company at the date of appointment subject to local legislation.
- 3.5 The method of appointment, election or re-election of Employee Representatives and the appointment, election or re-election of Substitute Employee Representatives will be in accordance with national law. The names of those elected will be communicated by the management of the Takeda Group Company which employs such Employee Representative and Substitute Employee Representative to the Human Resources Director of TPEU.

3.6 Employee Representatives and Substitute Employee Representatives will cease to hold office if:

- (i) they cease to be employees of the Takeda Group Company which employs them;
- (ii) they cease to be employed in the country which they represent; or
- (iii) they cease to be mandated by the body that elected them in accordance with local law and national practice.

In the above cases, a replacement Employee Representative or Substitute Employee Representative will be elected or appointed as soon as is reasonably practicable and will serve for the remainder of the term of the Employee Representative or Substitute Employee Representative he or she replaces.

3.7 If the Company ceases its operations in a particular Member State, the applicable Employee Representative or Substitute Employee Representative will automatically lose their right to participate in the EWC.

3.8 Unless an Employee Representative or Substitute Employee Representative ceases to hold office by virtue of clause 3.6 above or is terminated in accordance with the provisions of national law, the term of office of Employee Representatives and of Substitute Employee Representatives shall be 4 years. Employee Representatives and Substitute Employee Representatives of 4 years standing may then stand for re-election.

3.9 Employees from particular countries that are not directly represented on the EWC will be represented by the Employee Representatives from another country as determined by the Management Representatives and the Select Committee. The other details of indirect representation such as communication shall be worked out by the Management Representatives and the Select Committee.

#### **4) SELECT COMMITTEE**

4.1 A select committee ("Select Committee") to act on behalf of the EWC consisting of a maximum four Employee Representatives shall be elected by a vote of the Employee Representatives to be taken before the first Annual Meeting (as hereinafter defined) and thereafter to replace any Select Committee member who ceases to be an Employee Representative.

- 4.2 The members of the Select Committee will ideally be conversant in English. Simultaneous translation at the Regular Meeting and the Exceptional Meeting (as defined in clause 7.2 and 7.3, respectively) will be provided as required. English language training will be provided to the Select Committee members in order to achieve this objective.

## **5) SUPPLY OF INFORMATION AND ISSUES FOR CONSULTATION**

- 5.1 The EWC will be provided with information on the business progress and prospects of Takeda Group Companies at the Annual Meeting. The Select Committee may also be provided with such information during its meetings with the Management Representatives.
- 5.2 Pursuant to clause 7.3, the Select Committee will be provided with information, and be consulted on, exceptional transnational events which have a significant and major impact on the employment interests of employees covered by this agreement. During exceptional circumstances as described in clause 7.3, the consultations between the Select Committee and the Management Representatives and between the relevant national-level employee representative body and the national-level management of each relevant Takeda Group Company will commence within a reasonable time of each other.
- 5.3 Information and consultation processes arising out of the relevant EU Directives relating to collective redundancies and transfers of undertakings will be governed by national legislation and will be managed in each country, as will any steps arising out of those processes.
- 5.4 Single country matters which do not affect employment in other countries covered by this agreement and which are not transnational matters will not form part of the business issues to be informed and/or consulted on as provided by this agreement.
- 5.5 The Central Management is not required to disclose any information or document to a recipient when the nature of the information or document is such that, according to objective criteria, the disclosure of the information or document would seriously harm the functioning of, or would be prejudicial to, the Company or any Takeda Group Company or undertaking or which might constitute infringement of applicable laws, ordinances and guidelines including without limitation stock market rules or other provisions in any jurisdictions.
- 5.6 The Company may choose to share certain confidential information with the

EWC, in which case the EWC will be notified that (i) this is confidential information, (ii) not to be shared with anyone outside the EWC, and (iii) not to be used for any purposes other than those contemplated in this agreement. Such information may not be minuted and may not be reported upon. Where persons fail to comply with requirements in this clause, measures shall be taken accordingly at the national level pursuant to national legislation and any breach of this clause or the confidentiality agreement set forth below will be deemed to be a serious disciplinary offence. This obligation will continue after the conclusion, for whatever reason, of the term of office or employment of the Employee Representatives (including Substitute Employee Representatives) for as long as the information remains confidential. If requested by the Company, Employee Representatives (including Substitute Employee Representatives) shall sign a confidentiality agreement in such circumstances.

## **6) ANNUAL MEETINGS BETWEEN THE EWC AND THE MANAGEMENT REPRESENTATIVES**

- 6.1 Central Management will be represented by appropriate Management Representatives at the annual meeting between the EWC and the Management Representatives (the “Annual Meeting”). The Management Representatives may, at their discretion, request other member of management to attend the Annual Meeting in order to address specific agenda items. The meeting shall be chaired by the Human Resources Director of TPEU (or such deputy as she may nominate) (the “Annual Meeting Chairperson”).
- 6.2 The Annual Meeting will be held shortly after the publication of TPC’s annual results of the previous fiscal year. The location and date of the Annual Meeting will be decided by the Management Representatives. The Annual Meeting shall last no longer than one full working day. Any extension of the Annual Meeting due to an expanded agenda may be agreed by the Management Representatives and the Select Committee.
- 6.3 The Annual Meeting shall not affect the prerogatives of management of the Company.
- 6.4 The Employee Representatives will be entitled to meet before and during the Annual Meeting, without Management Representatives being present, if they so wish.
- 6.5 The Annual Meeting may include the issues regarding the structure, economic and financial situation, the probable development of the business and of

production and sales, the situation and probable trend of employment, investments, environmental health and safety and substantial changes concerning organization and introduction of new working methods or production processes, transfers of production, mergers, cut-backs or closures of undertakings, establishments or important parts thereof, and collective redundancies.

- 6.6 The Annual Meeting Chairperson will ask the Management Representatives and the Select Committee in good time prior to the Annual Meeting for items they would like to cover, and draw up an agenda for the Annual Meeting in line with the terms and scope of this agreement. The agenda will then be circulated at least 7 working days prior to the Annual Meeting.
- 6.7 The Annual Meetings will be conducted in English. Interpreters and translation of documents will be available where necessary.
- 6.8 In line with the agenda, Management Representatives will produce presentations to share with the EWC, and have relevant members of management of the Company present to cover the agenda items.
- 6.9 Non-verbatim minutes will be drawn up by the Annual Meeting Chairperson and circulated to the Employee Representatives and the Management Representatives. The non-verbatim minutes will not be circulated to any person other than the Employee Representatives and the Management Representatives.
- 6.10 A summary report covering the key points of the Annual Meeting, will be drawn up by the Annual Meeting Chairperson within a reasonable time after the Annual Meeting, and following input from Employee Representatives and Management Representatives, will be communicated to employees in line with local practices. Employee Representatives and Management Representatives will determine how to communicate the report/key points of the Annual Meeting to employees at each location.

## **7) MEETINGS BETWEEN THE SELECT COMMITTEE AND THE MANAGEMENT REPRESENTATIVES**

- 7.1 Central Management will be represented by appropriate Management Representatives at the meetings between the Select Committee and the Management Representatives. The Management Representatives may, at their discretion, request other members of management to attend such meetings in order to address specific agenda items.



- 7.2 There will be up to three meetings between the Select Committee and the Management Representatives per year the time and place to be decided mutually (such meetings shall be called as the “Regular Meetings”). One Regular Meeting will be held within a reasonable period of time prior to the Annual Meeting in order to prepare for it. One Regular Meeting will be held within a reasonable period of time following the Annual Meeting in order to agree any matters arising from it pursuant to this agreement. A third Regular Meeting may be held in March of each year if no meeting has been or is to be held pursuant to clause 7.3 between the date of the last Regular Meeting and 31 March. The purpose of the third meeting is for the Select Committee to receive a business update on any issues the Management Representatives may wish to bring to its attention.
- 7.3 Where there are exceptional transnational circumstances affecting the employees' interests to a considerable extent in two or more Member States, particularly in the event of relocations, the closure of establishments or undertakings or collective redundancies, the Select Committee shall have the right to be informed and consulted on measures significantly affecting such employees' interests. If such exceptional circumstances arise, TPEU will convene an exceptional meeting in a timely fashion between the Select Committee and the Management Representatives (the “Exceptional Meeting”). The Select Committee also shall have the right to request the Exceptional Meeting. The Exceptional Meeting shall last no longer than one full working day which can be extended by mutual agreement. The Exceptional Meeting shall be chaired by the Human Resources Director of TPEU.
- 7.4 Those members of the EWC who are directly concerned by the measures in question shall also have the right to participate in the Exceptional Meeting. Employees in countries that will be impacted by exceptional events and are not directly represented on the EWC shall be permitted to be represented at the Exceptional Meeting. The Management Representatives and the Select Committee shall decide who shall attend the Exceptional Meeting from such countries in accordance with local laws and customs.
- 7.5 The Exceptional Meeting shall take place as soon as possible on the basis of a report drawn up by TPEU, on which an opinion from the Select Committee may be delivered at the end of the Exceptional Meeting or within a reasonable time but, in any event, not more than three weeks from the day of the Exceptional Meeting (“reasonable time”). The time period for an opinion can be extended to four weeks from the day of the Exceptional Meeting by mutual agreement of the Select Committee and the Management Representatives.
- 7.6 The Select Committee as enlarged in accordance with clause 7.4 may meet without the Management Representatives being present before the

Exceptional Meeting to the extent the Select Committee receives information from the Central Management beforehand. The Select Committee as enlarged in accordance with clause 7.4 shall be entitled to meet without the Management Representatives being present after the Exceptional Meeting.

- 7.7 Neither the Regular Meeting nor the Exceptional Meeting shall affect the prerogatives of management of the Company.

## **8) FACILITIES AND PROTECTION FOR EMPLOYEE REPRESENTATIVES**

- 8.1 The Employee Representatives of the EWC shall have the means required to fulfill their duty to collectively represent the interests of the employees of the Company. For example, Employee Representatives will be given reasonable time off work, with payment of salary, in order to conduct their role, in line with local national practices.
- 8.2 In so far as this is necessary for the exercise of their representative duties in an international environment, the Employee Representatives shall be provided with training without loss of wages. The Select Committee and the Management Representatives will discuss and agree how much training is needed and how it will be allocated.
- 8.3 Employee Representatives will be entitled to employment protection, in respect of their EWC duties, as laid down in the national laws of the country in which they are based. In particular, and without limitation, there will be no discrimination against the Employee Representatives based on their participation in the EWC.
- 8.4 The operating costs of the EWC including the costs of organising EWC meetings and arranging for interpretation facilities shall be borne by the Company. The costs of the Employee Representatives in attending the Annual Meeting and the meetings between the Select Committee and the Management Representatives (including the Exceptional Meeting) shall also be borne by the Company, including reasonable and appropriate travel and accommodation expenses. The Management Representatives and the Employee Representatives will make every effort to minimize costs. Travel and accommodations will be reserved in accordance with established policies of the Company.

## **9) EXPERT**

- 9.1 The Employee Representatives are able to invite an official from the European

Mine, Chemical and Energy Workers' Federation (“EMCEF”) to be present at the Annual Meetings and the Exceptional Meetings in order to facilitate carrying out their duties. The Employee Representatives may choose a subject matter expert subject to agreement with the Management Representatives, provided, however, that such expert shall come from inside the Company to the extent possible. The Company agrees to pay the expenses (costs) of the expert in accordance with the Regulations. EWC shall ensure that such official and expert shall be bound by the same confidential obligation as those of Employee Representatives (including Substitute Employee Representatives) as provided in clause 5.6.

## **10) DURATION OF THE AGREEMENT**

- 10.1 The agreement will become effective as of the date of signing and will remain in effect for 4 years from the date of the first Annual Meeting held hereunder.
- 10.2 Only if both parties agree that amendments are necessary to ensure the smooth running and objectives of the EWC, will there be any discussions to amend the agreement during this 4 year term.
- 10.3 At the end of the 4 years, the agreement will automatically continue for a further 4 years, unless either party gives notice in writing of their desire to formally review the workings of the agreement in which case the agreement will expire at the end of 4 years unless a negotiated agreement is agreed by such date. Such notice should be given at least 6 months before the expiry of the 4 years, and identify the areas in writing they wish to re-negotiate. The re-negotiation period will occur during the six months prior to the expiration date of the agreement.
- 10.4 After the execution of this agreement, selection procedures are to be initiated in each country to select EWC members in accordance with clause 3 of this agreement, and upon the first Annual Meeting, the Special Negotiating Body will be automatically dissolved and as from that moment, the Employee Representatives will succeed the Special Negotiating Body as a party to this agreement.
- 10.5 Any re-negotiation of the agreement will be between the Select Committee and Management Representatives. During negotiations the existing agreement remains in full force and effect. If no agreement is reached by the expiration date of this agreement, the subsidiary requirements of the Regulations, as amended by the Transnational Information and Consultation of Employees (Amendment) Regulations 2010 will apply.

## **11) STATUS OF AGREEMENT**

- 11.1 The agreement shall be governed by the laws of England and Wales. Where it is translated into other languages the English version shall be the authoritative version.
- 11.2 In the event that a dispute arises between the parties with regard to this agreement, which cannot be resolved amicably, the English and Welsh Courts shall have exclusive jurisdiction. The parties agree to attempt to resolve disputes internally before resorting to legal action. This may include utilization of services provided by the Advisory, Conciliation and Arbitration Service (ACAS).

Signed on

**On behalf of Takeda Pharmaceuticals Europe Limited:**

**The Special Negotiating Body:**

France: [       ]  
Germany: [       ]  
Ireland: [       ]  
Italy: [       ]  
UK: [       ]  
Austria: [       ]

## ANNEX

From the effective date of this agreement for a period of two years, the composition of the EWC will be as follows. After the two year period the composition of the EWC will be determined in accordance with clause 3.2.1.

Country	Italy	France	Ireland	Germany	UK	Austria
Number of Employee Representatives	2	2	2	2	1	1