



LIBERTY GLOBAL[®]

**LIBERTY GLOBAL EUROPEAN WORKS COUNCIL
AGREEMENT**

BETWEEN

LIBERTY GLOBAL PLC

AND

THE EUROPEAN WORKS COUNCIL

13 JUNE 2017

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THE UNDERSIGNED PARTIES:

- (1) **Liberty Global Plc**, a public limited company incorporated under the laws of the United Kingdom and having its seat at Griffin House 161, Hammersmith Road London W6 8BS, duly represented by Mr. Bryan Hall in his position of General Counsel, for itself and on behalf of all its subsidiaries in Europe which are directly or indirectly a controlled undertaking of Liberty Global Plc, hereinafter referred to as "**Liberty Global**";

and
- (2) **The European Works Council**, representing the entire workforce of Liberty Global in Europe, hereinafter referred to as the "**EWC**";

HAVE AGREED AS FOLLOWS:

1. DEFINITIONS

In this agreement ("**Agreement**"), unless the context requires otherwise, the following words shall have the meaning set out below:

CEE means Czech Republic, Hungary, Slovakia, Poland and Romania jointly;

Consultation means the establishment of dialogue and exchange of views between Employee Representatives and Management or any more appropriate level of management, at such time, in such fashion and with such content as enables Employee Representatives to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of Management and within a reasonable time, which opinion may be taken into account within the Liberty Global Group;

Controlling Undertaking means controlling undertaking as defined within article 3 of the European Directive;

Employee means all personnel of a Liberty Global Company in a European Country, recognised as an "employee" according to the national law applicable in the country where the respective individual is employed (whether full-time or part-time), explicitly excluding personnel provided by employment agencies, consultants and other contractors;

Employee Representative means an Employee elected to be a member of the EWC;

European Country means each country in Europe in which a Liberty Global Company conducts an existing or newly acquired undertaking and employs Employees;

Europe means the European Union (EU) and the European Economic Area (EEA);

European Directive means the European Works Council Directive 2009/38/EC;

Information means transmission of data by Management to the Employee Representatives in order to enable them to acquaint themselves with the subject matter and to examine it, which shall be given at such time, in such fashion and with such content as are appropriate to enable Employee Representatives to undertake an in-depth assessment of the possible impact and, where appropriate, prepare for consultations with Management;

Liberty Global Company means Liberty Global and any subsidiary or affiliated company in a European Country which is directly or indirectly a Controlled Undertaking of Liberty Global, not including joint-ventures, all to the extent that (i) Liberty Global has assumed management



responsibility for these companies, and (ii) relevant companies are included in Liberty Global's consolidated accounts;

Liberty Global Group means the entire group of all Liberty Global Companies;

Management means the appropriate member of the Executive Leadership Team of Liberty Global, who may assign his obligations under this Agreement to another officer;

Select Committee means the body established in order to permit coordination and greater effectiveness of the activities of the EWC; and

Transnational Issue means matters which concern the Liberty Global Group as a whole or at least two Liberty Global Companies in two European Countries. Matters do not become transnational because the decision-making authority lies in another country than where the matter impacts or because of interregional management. Austria and Switzerland, respectively the UK and Ireland, will be regarded as one country for purposes of this definition. For matters solely concerning CEE, a matter will be considered a transnational issue if at least 3 of the CEE countries will be impacted.

2. INTRODUCTION

2.1 Dialogue

This Agreement will be for the purpose of an exchange of Information, views and establishment of a constructive dialogue or Consultation between the EWC and Management on Transnational Issues. It will complement and respect legally required local information and consultation procedures.

2.2 Coverage

This Agreement shall cover all Employees at the date of signing this Agreement.

3. COMPOSITION OF THE EWC

3.1 The EWC shall comprise of all Employee Representatives selected under the procedure described in Clause 4.

3.2 Each European Country in which Employees are employed, is entitled to the following number of Employee Representatives:

- (a) one Employee Representative when between 0 to 2,000 Employees are employed in such European Country;
- (b) two Employee Representatives when between 2,001 to 4,000 Employees are employed in such European Country;
- (c) three Employee Representatives when between 4,001 to 10,000 Employees are employed in such European Country; and
- (d) four Employee Representatives when in excess of 10,001 Employees are employed in such European Country.

The EWC will not exceed 20 Employee Representatives. If composition of the EWC, based on (a) through (d) above, would lead to more than 20 Employee Representatives, parties will discuss in good faith and apply a revised calculation method to give effect to this maximum number.

3.3 Composition of the EWC will be re-assessed in accordance with Clause 3.2 prior to each election per Clause 4.



- 3.4 In the event of a material change of (the nature of) Liberty Global Group's activities in Europe, Management and the EWC may agree to change the composition and allocation of the number of Employee Representatives as set out in Clause 3.2.
- 3.5 In the event of a significant change of the number of Employees in Europe, Management and the EWC may agree to change the number of Employees required to qualify for a seat as Employee Representative as set out in Clause 3.2.

4. ELECTION OF EMPLOYEE REPRESENTATIVES

- 4.1 Elections for the EWC will be once every four years. However, in the event of a material change of (the nature of) Liberty Global Group's activities in Europe or a significant change of the number of Employees in Europe, Management and the EWC may agree to have elections prior to expiry of the four year term.
- 4.2 Employee Representatives will be appointed or elected in accordance with the relevant national legislation.
- 4.3 In the election process of Employee Representatives the proper balance between the various businesses in one country, but also between gender and function as well as an ability to understand English will be taken into account, in order to pursue an optimal representation of the entire workforce.
- 4.4 Employee Representatives must be Employees for a period of at least 12 months prior to the date of the election or appointment.
- 4.5 Employee Representative will be elected for a period of four years. In the event of an Employee Representative leaving the EWC prematurely or otherwise losing membership in accordance with Clause 4.6(a) or (b), a new Employee Representative from the same European Country shall be appointed or elected for the remainder of the leaving Employee Representative's term following the rules outlined above.
- 4.6 An Employee Representative will remain a member of the EWC until:
- (a) the Employee Representative terminates its membership at free will;
 - (b) the Employee Representative ceases to be employed by the Liberty Global Company or will (or is likely to) be absent from active duties for more than six months; or
 - (c) the expiration of the four-year term of office as referred to in Clause 4.5.
- 4.7 Members of the EWC, members of the Select Committee, and Employee Representatives shall, in the exercise of their duties under those positions, enjoy the protection and guarantees similar to those provided for Employee Representatives by the national legislation and/or practice in force in their country of employment. This shall apply in particular to attendance at meetings of special negotiating bodies or European Works Councils or any other meetings within the framework of this Agreement.

5. ORGANISATION OF MEETINGS

5.1 Date and Time

Management will convene at least one meeting per calendar year with the EWC in principle starting at 10am and ending 5pm. The date and time of each meeting shall be agreed with and communicated in writing to the EWC one month in advance.



To ensure an adequate dialogue and if circumstances require so, Management and the EWC may agree on more than one annual meeting per calendar year. The date and time of such additional meeting shall be agreed upon and communicated in writing to the EWC.

5.2 Content

In accordance with Clause 6, the content of the annual meeting will be an exchange of views and dialogue on the development of activities and the prospects of the Liberty Global Group activities and planned measures and changes regarding the Liberty Global Group in the European Countries.

5.3 Agenda

The agenda items for the annual meeting or an additional meeting as referred to in Article 5.1 will be determined by the Select Committee and Management jointly. Both parties may submit agenda items when setting the agenda.

5.4 Place

Meetings between the EWC and Management will normally take place in Amsterdam. Management and the Select Committee may jointly decide that a meeting will be held in another European Country. Other meetings between the EWC and Management and internal meetings of the EWC will be done through telephone or video conference to prevent travel and related costs. The members of EWC and the Select Committee will at all times act in accordance with the applicable travel and expense policies.

5.5 Working language

The working language during meetings, as well as in all written information and all verbal communications in preparation or in relation to meetings, is English.

Written information and communications in preparation for or in relation to a meeting shall not be translated to the language of the countries of the Employee Representatives unless Management together with the Select Committee at its reasonable discretion deems it useful to translate certain documents to promote effective and efficient dialogue between Management and the EWC or the Select Committee (as applicable). Interpreter support will be handled the same way as translation and will be managed by Management.

5.6 Duration

Prior to a meeting between the EWC and Management, the EWC shall be entitled to hold a pre-meeting, in order to prepare for the meeting with Management and a post-meeting. The pre-meeting, the meeting and the post-meeting shall in any event not exceed three days, including travel time (if applicable).

6. RIGHT TO INFORMATION

6.1 Management will provide the EWC in its annual meeting with Management, with Information on the structure, economic and financial situation, probable development and production, sales, strategy and human resources developments of the Liberty Global Group. Information does not have to be provided by Management in case such may have adverse effect on a Liberty Global Company or the Liberty Global Group or if such Information could be considered sensitive.

The meeting shall relate in particular to matters set out below, to the extent these are Transnational Issues significantly affecting Employees:



- (a) the situation and probable trend of employment;
- (b) investments;
- (c) overall state of the Liberty Global Group;
- (d) substantial changes concerning the organisation as a whole;
- (e) introduction of new working methods or production processes;
- (f) transfers of production;
- (g) mergers, cut-backs, closures of undertakings, establishments or important parts thereof; and
- (h) collective redundancies within the context of the applicable EC Collective Redundancy Directive (98/59/EC).

6.2 Local matters which are in the domain of any local or national collective agreements or works councils will continue to be handled locally in accordance with the laws and practices in the relevant European Company. Issues concerning individuals (regarding compensation, salaries, benefits and the like) are explicitly excluded from the Information and Consultation procedures.

7. RIGHT OF CONSULTATION

7.1 The Management will enter into a Consultation procedure with the EWC on an ad hoc basis.

7.2 The following topics will be subject to Consultation provided that these are Transnational Issues which are considered to have a significant effect on the Liberty Global Group's workforce:

- (a) relocations;
- (b) closure of establishments or undertakings;
- (c) collective redundancies; and
- (d) other Transnational Issues which are considered to have a significant effect on Liberty Global Group's workforce as determined by Management and the Select Committee jointly.

7.3 The Select Committee and Management may jointly decide that the Consultation procedure will take place between Management and the Select Committee or a special working group established by the EWC for this purpose, instead with the entire EWC.

7.4 Management may set a reasonable term within which the EWC or the Select Committee (as applicable) must deliver its opinion pursuant to a Consultation procedure.

7.5 The EWC has the right to obtain a response from Management, and the reasons for that response, to any opinion it might express after the Consultation procedure is completed. If the EWC's opinion has not or only partially been followed, the EWC shall also be informed of the reasons for that decision by Management.

8. EUROPEAN AND NATIONAL PROCEDURES

Information and Consultation in the EWC will not replace any information and consultation rights at local or national level. Parties acknowledge that the Consultation procedure with the EWC will not delay or stall national information and/or consultation procedures.



9. DECISION-MAKING

- 9.1 Any timeline related to an intended decision will be discussed before or at the start of Consultation procedures, in order to not jeopardize Liberty Global Group's flexibility or competitiveness. The parties to this Agreement are aware that, as an exception, Liberty Global will take action and will make a decision, when circumstances arise which in the opinion of Management require such action or a decision, before informing the EWC, however Management will, as soon as reasonably practical, discuss with the Select Committee how best to involve the EWC.
- 9.2 Management when taking its decision will give consideration to the statements expressed and items signalled by the EWC, its Select Committee and working groups in relation to the Information and Consultation procedures, although it is not bound by the opinion of the EWC.

10. SELECT COMMITTEE

10.1 Composition

The Select Committee needs to be a proper representation of the Employee Representatives and will consist of at least one Employee Representative of Liberty Global, at least one representative from the UK, at least one representative from Western Europe and at least one representative from Eastern Europe. The Select Committee will consist of an uneven number of Employee representatives, with a maximum of five Employee Representatives. The EWC shall elect a chairman, vice-chairman and one or more Employee Representatives which together will form the Select Committee. The members of the Select Committee will originate from different countries.

10.2 Term

Directly following each EWC election as per Clause 4, the members of the Select Committee will be elected by the EWC for a period of four years.

During this term the members of the Select Committee will be a member as long as they remain an Employee Representative unless the EWC decides otherwise. If a member of the Select Committee loses membership of the EWC prior to expiry of the four year term, the EWC will appoint a replacement for the remainder of the leaving member's term.

10.3 Appointment

The members of the Select Committee shall be appointed by the EWC. The EWC shall appoint a chairman, vice chairman and a secretary of the Select Committee from its number. The chairman of the Select Committee is the legal representative of the EWC and the Select Committee.

10.4 Tasks

The Select Committee is established to permit coordination and greater effectiveness of the activities of the EWC. The Select Committee will take care of procedural and "day-to-day" affairs of the EWC, and such other affairs as delegated by the EWC.

11. ORGANISATION OF MEETINGS BETWEEN SELECT COMMITTEE AND MANAGEMENT

11.1 Date, Time and Place

In addition to the meetings between Management and the EWC as referred to in Clause 5, the Select Committee and representatives of Management will meet at least every quarter or whenever the Select Committee and Management decide so jointly, of which one meeting will preferably take



place before the annual EWC meeting. Meetings between the Select Committee and Management will be held by videoconference or telephone conference, unless the Select Committee and Management jointly decide to hold a live meeting. The location of such meeting will be determined in good consultation between Management and the Select Committee.

11.2 Content

The Select Committee and representatives of Management will discuss the overall progress of business and development of employment.

11.3 Working language

The working language during the meetings between the Select Committee Management, as well as in all written information and communications in preparation or in relation to these meetings, is English.

12. TRAINING

The EWC is entitled, after prior consent by Management, to at least one day of training per calendar year.

13. COSTS AND EXPENSES

13.1 Employee Costs

The absence from work, which will be required by the (respective) Employee Representatives for attending meetings of the EWC and/or the Select Committee and/or working groups, shall be paid for by each Employee Representative's respective employer.

Travel costs, costs for overnight accommodation and all other evidenced expenses incurred by an Employee Representative will be reimbursed by the relevant employing entity as per the prevailing expense policies. Other evidenced expenses referred to in Clause 13.2 will be borne centrally.

13.2 Expenses

All reasonable expenses, other than included under Clause 13.1, incurred by the EWC or the Select Committee that are necessary for the execution of the duties of the EWC and/or the Select Committee (i.e. an external expert) are for the account of Liberty Global provided that Management and the Select Committee agree on such expenses in advance, which consent shall not be unreasonably withheld.

14. INFORMATION TO EMPLOYEES

Parties recognise that Liberty Global is a listed entity. Considering that certain information relating to Liberty Global's business may be sensitive, prior to releasing any information to the Employees, the Select Committee will agree with Management on the nature of the information that will be released to the Employees.

15. CONFIDENTIALITY

15.1 Confidentiality 13 June 2017

Every Employee Representative, and any expert or other third-party involved by the EWC or the Select Committee (as applicable), shall maintain confidentiality of any "Confidential Information" that is provided to him by Liberty Global or Management during or in relation to the Information or Consultation procedures or otherwise: Confidential Information being all information that is



designated confidential by Liberty Global or by Management (orally or in writing) prior to releasing it, or that by virtue of its nature must be regarded as confidential unless otherwise specified by or agreed with Management.

Release from the obligation in this Clause 15 will be granted in the event that and to the extent that Confidential Information is known in the public domain, or becomes known in the public domain legitimately. If in doubt of their obligations under this Clause, the (member of the) EWC or Special Committee is advised to request from Management its prior written approval to disclose specific Confidential Information to (certain) third parties. Liberty Global may require from experts and similar external parties that a confidentiality agreement be signed before information is given.

15.2 Compliance

All parties to this Agreement acknowledge that compliance with the above confidentiality obligations are of the utmost importance.

If any Employee Representative is found to have breached this confidentiality obligation, the Employee Representative may be excluded by Management from further participation in the Information and Consultation procedure set out in this Agreement and any such act may lead to legal and/or disciplinary actions.

16. TERM

16.1 This Agreement shall take effect as of 13 June 2017 for an indefinite period and remains in force unless notice is given by the EWC or by Liberty Global.

16.2 A notice of termination by the EWC or by Liberty Global must be in writing and with due observance of a notice period of 6 (six) months.

16.3 A decision to terminate this Agreement by the EWC requires a majority of votes of two-thirds of all Employee Representatives.

17. MISCELLANEOUS

17.1 Regulation

After having conferred thereon with Management, the EWC may draw up internal regulations to govern its working practices.

Prior to its adoption, Management shall be given the opportunity to make its standpoint known and the EWC and Management shall try to agree on the contents. These internal EWC regulations may not be contrary to the contents of this Agreement and shall be binding for the Employee Representatives only.

17.2 Contracts of Employment

No rights conferred by this Agreement shall form a part of any Employee's contract of employment.

18. FINAL PROVISIONS

18.1 Gender

In case of the use of a male or masculine term to refer to a person or persons, the opposite female or feminine term can be read as well.



18.2 Amendment

This Agreement may be amended by mutual written agreement between the parties, without either party being obliged to enter into renegotiations about proposed changes by the other party, during the duration of this Agreement.

If the structure of the Liberty Global Group changes significantly because of any merger or acquisition, Management shall initiate negotiations with the EWC on its own initiative or at the written request of the Employee Representatives from at least two European Countries, to review the necessity to amend this Agreement. During these negotiations, the existing EWC shall continue to operate in accordance with any arrangements adapted by agreement between the EWC and Management (ref. article 13 European Directive).

18.3 Governing Law and jurisdiction

The validity of this Agreement, the construction and enforcement of the terms, and the interpretation of the rights and duties of the parties shall be governed by Dutch law and be subject to the exclusive jurisdiction of the Amsterdam District Court.

INWITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



SIGNATORY PAGE

SIGNED BY:

Liberty Global Plc:

Name: Diederik Karsten

Position: EVP, Chief Commercial Officer



The Special Negotiating Body:



Name:	Rob Oudenaar	Name:	András Timár
Representing:	The Netherlands	Representing:	Hungary
Signature:		Signature:	



Name:	Albert Van Acker	Name:	Robert Feuchter
Representing:	Belgium	Representing:	Germany
Signature:		Signature:	


Name:	Gráinne Dardis	Name:	Bauke Sikes
Representing:	Ireland	Representing:	The Netherlands
Signature:		Signature:	



Name:	Zbigniew Kaleta Ryszard Miroslaw	Name:	Beatrijs Woltring
Representing:	Poland	Representing:	United Kingdom
Signature:		Signature:	

Name:	Miroslav Sláma	Name:	Anthony Cass
Representing:	Czech Republic	Representing:	United Kingdom
Signature:		Signature:	

Name:	Rainer Mayerl	Name:	Andrew Carter
Representing:	Austria	Representing:	United Kingdom
Signature:		Signature:	

Name:	Stuart Aldridge	Name:	Moira Jennings
Representing:	United Kingdom	Representing:	United Kingdom:
Signature:		Signature:	