

PARTICIPATION AGREEMENT AUSTRALIA



GLOBAL SHARE PLAN
Powered by Lovinklaan

Employer

Arcadis Australia Pacific Pty Ltd
Level 5, 141 Walker Street
North Sydney NSW 2060
Australia

Name of Participant

Business e-mail address

Address of Participant

Employee Number ("SAP")

Amount of monthly Deduction

AUD (minimum 40 and maximum 620 AUD)

Nationality

Date of Birth

Bank account

BSB

(to be used if shares are sold)



DO NOT FORGET TO SIGN AT THE BACK OF THIS AGREEMENT. I ACKNOWLEDGE THAT IT IS MY RESPONSIBILITY TO PROPERLY INFORM MY EMPLOYER AND THE CUSTODIAN (CURRENTLY UBS BANK) OF ANY CHANGES IN THE AFOREMENTIONED DETAILS. I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYER MAY FROM TIME TO TIME ESTABLISH AN OVERALL LIMIT ON THE NUMBER OF AUSTRALIAN RESIDENTS WHO MAY PARTICIPATE IN THE PLAN AND THAT, IN ORDER TO ADHERE TO THIS LIMIT, MY EMPLOYER MAY AT ANY TIME EITHER SUSPEND OR TERMINATE MY PARTICIPATION IN THE PLAN.

This Participation Agreement is executed by the individual whose name appears above (the "Participant") and issued to my Employer in connection with the Global Share Plan (the "Plan"), as attached hereto as [Schedule 1](#).

1 INTERPRETATION

1.1 The provisions of the Plan are hereby incorporated into this Participation Agreement by reference.

1.2 All capitalized terms used, but not otherwise defined, herein are used as they are defined or used in the Plan.

1.3 I hereby confirm and acknowledge that I have carefully reviewed the provisions of the Plan, this Participation Agreement and the tax information supplement for my country of residence. I hereby agree to the terms and conditions of the Plan, which shall form an integral part of this Participation Agreement.

1.4 In the event of a conflict or ambiguity between any term or provision contained in this Participation Agreement and a term or provision of the Plan, this Participation Agreement will govern and prevail.

2 ENROLMENT

2.1 I hereby elect to participate in the Plan. In connection therewith I hereby authorize my Employer to deduct the amount as indicated on the 'Participant Detail Sheet' of this Participation Agreement from my net base pay on each monthly payday and to contribute such amount to my Cash Sub Account. If my base pay is in a currency other than Euros (EUR), I agree that my Deductions – when transferred to the Cash Sub Account – will automatically be converted into Euros

(EUR) at the currency rates as applied by the Custodian.

2.2 My Deductions will be used to acquire Ordinary Shares in Euros against the Fair Market Value on the last date of the relevant Monthly Saving Cycle less a 20% (twenty percent) discount thereof. Until the acquisition of those Ordinary Shares, the Custodian will hold the amount of the relevant Deductions on my behalf on the Cash Sub Account.

2.3 Where payroll deductions are prohibited under local law, I agree to contribute to the Plan by an alternative method of contribution, including (but not limited to) personal check or direct debit from a private bank account, as determined by my Employer.

2.4 The Custodian will allocate the number of Ordinary Shares acquired with my Deductions to my Share Sub Account.

2.5 My signature below authorizes my Employer and the Custodian to exercise my Purchase Right after every Monthly Saving Cycle.

2.6 I understand that this authorization shall become effective as soon as administratively feasible. I understand that my participation in the Plan will continue unless

- (a) I give written notice to discontinue participation,
- (b) I become a Leaver,
- (c) the Plan is terminated, or
- (d) my Employer suspends or terminates my participation in the Plan under article 3.6 of this Participation Agreement.

2.7 I hereby acknowledge and confirm that in case

- (i) I cease to be a Participant for a continuous period of 12 (twelve) months, or
- (ii) I become a Leaver, I will have the obligation within

1 (one) month thereafter to (a) designate a private share account qualified to register and trade the Ordinary Shares, acceptable to the Custodian, to which the Ordinary Shares held on my Share Sub Account can be transferred and/or (b) instruct the Custodian to sell all (or the remaining part) of the Ordinary Shares held on my Share Sub Account and transfer the corresponding cash proceeds to my Personal Bank Account.

2.8 I hereby acknowledge and confirm that upon termination of the Plan, I will have the obligation within 13 (thirteen) months thereafter to:

- (a) designate a private share account qualified to register and trade the Ordinary Shares, acceptable to the Custodian, to which the Ordinary Shares held on my Share Sub Account can be transferred and/or
- (b) instruct the Custodian to sell all (or the remaining part) of the Ordinary Shares held on my Share Sub Account and transfer the corresponding cash proceeds to my Personal Bank Account.

2.9 I hereby irrevocably and unconditionally authorize the Custodian:

- (a) to sell all the Ordinary Shares held on my Share Sub Account on my behalf if I fail to comply with the obligations as set forth in article 2.7 or article 2.8 of this Participation Agreement within 5 (five) business days after the stipulated 1 (one) month respectively 13 (thirteen) months period has lapsed; and
- (b) to transfer to the Personal Bank Account all proceeds realized with aforementioned sale of the Ordinary Shares on my behalf, less any deductions for costs and taxes related to this sale and transfer.

3 CHANGE IN DEDUCTIONS / DISCONTINUATION OF PARTICIPATION

3.1 I understand that I can change the amount of my Deductions twice per calendar year, effective as per 1 January and 1 July of each calendar year, in accordance with Article 5.5 of the Plan. Thereto I shall deliver to my Employer a written notice in the form of Schedule 2 as attached to this Participation Agreement.

3.2 I understand that I can discontinue my participation in the Plan. Thereto I shall deliver to my Employer a written notice in the form of Schedule 3 as attached to this Participation Agreement. My discontinuation will be dealt with in accordance with Schedule 3 and also Article 5.3 of the Plan. However, contrary to Article 5.3 of the Plan, I can discontinue my participation at any time.

3.3 I agree and confirm that my Employer shall be entitled to suspend my Deductions if my base pay is in a currency other than Euros (EUR) and the amount of my Deductions, as converted into Euros based on the currency rates as determined by the Plan Board for the purpose of this Plan, will be less than the minimum threshold of EUR 25 or more than the maximum threshold of EUR 400. In that case I will change the amount of my Deductions within the required minimum and maximum amount by way of submitting to my Employer a written notice, in the form of Schedule 4 as attached to this Participation Agreement.

3.4 In case my Employer has not received the written notice as meant in article 3.3 of this Participation Agreement within 4 (four) weeks after the Plan Board has announced the revised currency rates for the purpose of the Plan, my Deductions will be suspended until my Employer has received aforementioned written notice.

3.5 Any adjustment of the Deductions under article 3.3 of this Participation Agreement will not affect my right to adjust my Deductions twice per calendar year in accordance with article 3.1 of this Participation Agreement.

3.6 I understand and acknowledge that my Employer may from time to time establish an overall limit on the number of Australian residents who may participate in the Plan and that, in order to adhere to this limit, my Employer may at any time either suspend or terminate my participation in the Plan. If my participation is suspended or terminated under this article, my Employer will cease to make any further Deductions, and any Deductions already made during the running Monthly Saving Cycle will be processed in accordance with the Plan. I understand that this article 3.6 applies despite any other provision to the contrary in this Participation Agreement or in the Plan.

4 BENEFICIARY DESIGNATION

I understand and acknowledge that upon my death I become a Leaver and therefore my participation in the Plan terminates at that moment. Any outstanding rights under the Plan will be settled in accordance with (amongst others) article 2.7 (under (II)) and 2.9 of this Participation Agreement, and any cash and/or Ordinary Shares will be distributed automatically to my estate (or my heirs or beneficiaries as determined in accordance with local law).

5 ACKNOWLEDGEMENT AND WAIVER BY THE PARTICIPANT

By signing below, I acknowledge and agree to the following terms and conditions as a prerequisite to my participation in the Plan:

- (a) neither a Purchase Right, the acquisition of an Ordinary Share, nor this Participation Agreement or the Plan, shall confer upon me any right to continue in employment, or to interfere in any way with the right of any Group Company to terminate my employment at any time;
- (b) neither a Purchase Right, the acquisition of an Ordinary Share, nor this Participation Agreement or the Plan will be reinstated if I may subsequently be reinstated as an Employee. I will have no entitlement to compensation or damages in consequence of the termination or other cessation of my employment or services with any Group Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from me ceasing to have a Purchase Right or Ordinary Shares under the Plan, or to be entitled to any Purchase Right or Ordinary Share as a result of such termination or from the loss or diminution in value of the same;
- (c) the Plan and the benefits offered under the Plan are provided by the Company and Lovinklaan on an entirely discretionary basis, and the Plan creates no vested rights in me. Neither a Purchase Right or the acquisition of Ordinary Shares, nor this Participation Agreement or the Plan confers upon me any benefit other than as specifically set forth in this Participation Agreement and the Plan. I understand and agree that receipt of a Purchase Right or Ordinary Shares does not entitle me to any future benefits under the Plan or any other plan or programme of any Group Company and/or Lovinklaan;
- (d) the amount of any compensation deemed to be received by me as a result of my participation in the Plan shall not constitute compensation with respect to which any of my other employee benefits are determined, including, without limitation, any end of service benefits or other benefits under any bonus, pension, profit sharing, life insurance or salary continuation plan, except as otherwise specifically determined by the Executive Board or provided by the terms of such plan; and
- (e) save as otherwise provided for in the Plan and this Participation Agreement, no rights granted to the Participant under the Plan and this Participation Agreement (conditional or otherwise) shall be capable of being transferred, assigned, charged, pledged or encumbered by a Participant and any attempt to do so by a Participant will cause the Participant's participation in the Plan to lapse with immediate effect. In addition, a Participant's rights under the Plan and this Participation Agreement are not subject, in any manner, to alienation, sale, transfer, pledge, attachment or garnishment by creditors of the Participant or by the beneficiaries of the Participant.

6 NO TAX, LEGAL OR FINANCIAL ADVICE

I understand that the Company, Lovinklaan and my Employer are not providing any tax, legal or financial advice. In addition, the Company, Lovinklaan and my Employer are not making any recommendations regarding my participation in the Plan or my purchase or sale of the underlying Ordinary Shares. I am hereby advised to consult with my own personal tax, legal and financial advisors regarding my participation in the Plan before taking any action related to the Plan.

7 RESPONSIBILITY FOR TAXES

7.1 Regardless of any action my Employer or any other Group Company takes with respect to any Tax-Related Items related to my participation in the Plan and legally applicable to me or deemed by my Employer or any other Group Company to be an appropriate charge to me even if technically due by my Employer or any other Group Company, I acknowledge and agree that the ultimate liability for all Tax-Related Items is and remains my responsibility and may exceed the amount actually withheld by my Employer or any other Group Company. I further acknowledge and agree that my Employer and/or any other Group Company (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of my participation in the Plan, including, but not limited to, a Purchase Right, the purchase of Ordinary Shares, the subsequent sale of Ordinary Shares purchased under the Plan and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the Purchase Right to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I have become subject to tax in more than one jurisdiction between the enrolment date and the date of any relevant taxable event, I acknowledge that my Employer and/or any other Group Company (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

7.2 I hereby agree that any Group Company shall be entitled to withhold, and that I shall be obliged to pay, the amount of the Tax-Related Items due in connection with the Purchase Rights. Any Group Company may withhold Tax-Related Items, for instance:

- (I) by way of deduction from salary or any other payment payable to me, at any time on, or after the date the liability arises,
- (II) by way of payment directly from myself in cleared funds, or
- (III) such other method as established by a Group Company.

7.3 I agree to pay to any Group Company any amount of Tax-Related Items that my Employer or any other Group Company may be required to withhold or account for as a result of my participation in the Plan that cannot be satisfied by the means previously described. My Employer or any other Group Company may refuse to honor my exercise of the Purchase Right, or Release of Ordinary Shares, if I fail to comply with my obligations in connection with the Tax-Related Items.

8 EXCHANGE CONTROL RULES AND REGULATIONS

As a condition of the Purchase Right, I agree to repatriate all cash acquired under the Plan if required under applicable exchange control rules and regulations in my country. In addition, I also agree to take any and all actions, and consent to any and all actions taken by my Employer or any other Group Company, as may be required to allow my Employer or any other Group Company to comply with local laws, rules and regulations in my country. Finally, I agree to take any and all actions as may be required to comply with my personal obligations under local laws, rules and (securities) regulations in my country, including, but not limited, to obligations as imposed under my employment agreement.

9 ELECTRONIC ENROLMENT AND FUTURE ACTIVITY

Any Group Company, Lovinklaan, the Custodian or the Plan Board may, in their sole discretion, deliver any documents related to current or future participation in the Plan by electronic means. I hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by any Group Company, Lovinklaan, the Plan Board, the Custodian or any other third party designated by the Plan Board.

10 LANGUAGE

If I have received this Participation Agreement or any other document related to the Plan translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version shall prevail.

11 SEVERABILITY

The provisions of this Participation Agreement are severable and if any one or more provisions are determined to be invalid or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable and the invalid and/or unenforceable provisions shall be applied and/or interpreted in the intended manner as much as possible.

12 DATA PRIVACY

By signing this Participation Agreement, I acknowledge that Lovinklaan and any Group Company may, for the purpose of implementation, execution, administration and management of my participation in the Plan, collect, use, process, and transfer my personal data as described in this paragraph. I understand that Lovinklaan and any Group Company may process relevant personal information about me, including (without limitation) my name, home address and telephone number, date of birth, details of the amount of the Deductions, the number of acquired Ordinary Shares, details regarding the Cash Sub Account and Share Account opened on my behalf in my favour (the "Data").

For the abovementioned purpose and to comply with its statutory obligations, Lovinklaan and any Group Company may also (further) transfer - in electronic or any other form - the Data to the Custodian and/or to other third parties. I understand that these recipients may be located in the European Economic Area, or elsewhere, and that the recipient's country may have different data privacy laws and protections as applicable in my country. Where necessary, the Company shall request the relevant permits and make the applicable notifications with the concerned authorities.

Lovinklaan and any Group Company shall process the Data in an adequate and careful manner. Moreover, the Company shall take appropriate technical and organisational measures to safeguard the Data and to ensure the confidentiality of my Data, whether the processing shall take place in the European Union, the United States or somewhere else.

I further acknowledge that any Group Company may retain the Data in my personnel or equivalent file. In accordance with the Dutch Data Protection Act, my personal data shall not be kept longer than necessary for achieving the purposes for which they were processed.

13 GOVERNING LAW

13.1 The provisions of this Participation Agreement are governed by, and subject to, the laws of the Netherlands, without regard to its conflict of law principles.

13.2 Any dispute under or in connection with this Participation Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands, subject to appeal and appeal to the Supreme Court.

THUS DULY SIGNED AND ACKNOWLEDGED:

Name of Participant Signature

..... Date



THE COMPLETED AND SIGNED FORM CAN BE SENT BY EMAIL TO: AAPGSP@ARCADIS.COM