



PARTICIPATION AGREEMENT HONG KONG



THE JOINING PROCESS TAKES TWO STEPS

- 1 Pre-enroll online by filling out the form on www.lovinklaan.com at least 3 weeks before finalizing your registration.
- 2 After receiving your username and password, finalize your registration on <https://arcadis.globalsharesequity.co.uk/>.

EMPLOYER

Arcadis Asia Regional Headquarters Ltd
 Arcadis Consultancy Hong Kong Ltd
 Arcadis Design & Engineering Ltd
 Arcadis Hong Kong Ltd

This Participation Agreement is executed by the individual whose name appears above (the "Participant") and issued 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 undertake vis-à-vis my Employer to arrange for automatic monthly payments in the amount as indicated on the 'Participant Detail Sheet' of this Participation Agreement on each monthly payday and arrange for the transfer and contribution of such amounts to the bank account of my Employer, as indicated on the 'Participant Detail Sheet', by authorizing my Employer to make direct debit collections. I understand that my Employer will subsequently transfer such amount to my Cash Sub Account. For the purpose of this Participation Agreement and the Plan, the definition of the term "Deductions" shall hereinafter mean the payments as referred to in the previous sentences. 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 The Custodian will allocate the number of Ordinary Shares acquired with my Deductions to my Share Sub Account.



- 2.4 I hereby authorize my Employer and the Custodian to exercise my Purchase Right after every Monthly Saving Cycle.
- 2.5 I understand and acknowledge that once I have become a Participant, I can not cancel or amend my Participation Agreement until after Deductions have been made during the six consecutive Monthly Saving Cycles.
- 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 notice to discontinue participation,
 - (b) I become a Leaver, (c) the Plan is terminated, or
 - (d) I have not timely transferred my Deductions.
- 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 2.6 or article 2.7 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 in an Open Period, effective as per the earlier of 1 January, 1 April, 1 July or 1 October, in accordance with Article 5.5 of the Plan. Thereto I shall deliver a notice in the form of Schedule 2 as attached to this Participation Agreement. I hereby confirm and acknowledge that such notice can only have effect and be processed if received within an Open Period. I understand and acknowledge that the instructions by means of the aforementioned form are irrevocable, and cannot be cancelled or amended for a period of 6 (six) months as from the date of the instruction.
- 3.2 I understand that I can discontinue my participation in the Plan as outlined in Article 5.3 of the Plan. Thereto I shall deliver a notice in the form of Schedule 3 as attached to this Participation Agreement. I hereby confirm and acknowledge that such notice can only have effect and be processed if received within an Open Period. I understand and acknowledge that the instructions by means of the aforementioned form are irrevocable, and cannot be cancelled or amended for a period of 6 (six) months as from the date of the instruction.
- 3.3 I agree and confirm that my Employer shall be entitled to suspend the transfer and allocation of my Deductions for the purchase of Ordinary Shares pursuant to the Plan 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, as soon as practically possible upon the request of my Employer, change the amount of my Deductions within the required minimum and maximum amount and will submit to my Employer a notice indicating this change.
- 3.4 In case I do not comply with 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, the transfer and allocations of my Deductions will be suspended until I comply with article 3.3.

- 3.5 Any adjustment of the Deductions under article 3.3 of this Participation Agreement will not affect my right to adjust my Deductions in an Open Period in accordance with article 3.1 of this Participation Agreement.

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 2.6 (under (ii)) and 2.8 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 (including, without limitation, entering into this Participation Agreement) 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 (including, without limitation, entering into this Participation Agreement) 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. Furthermore, 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. Finally, I hereby confirm and acknowledge that I am not in the possession of, or aware of, any inside information relating to the Company, as defined in article 7 of the European Market Abuse Regulation.

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: another Group Company; the Custodian and/or to other third parties (whether inside and outside of Hong Kong). 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 use reasonable endeavours 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. 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.



WRITTEN CONSENT FORM / PERSONAL INFORMATION COLLECTION STATEMENT ("PICS") IN RESPECT TO EMPLOYEE DATA

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1

The Arcadis group of companies (collectively, "Arcadis Group", "we", "our" or "us") is committed to protecting and respecting your privacy.

2

This PICS sets out the basis on which any personal information we collect from you, or that you provide to us, will be stored, retained, processed and used by us. We will take reasonable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

3

Personal information may cover data about yourself and your family in connection with your employment or prospective employment with us from time to time, and may include amongst other things copies and other details of identity documents, proof of address and other contact details, information concerning date of birth, nationality, marital status, creditworthiness, commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, and the disposal of such proceedings or the sentence of any court in such proceedings.

4

Failure to provide any personal information which is not 'optional' or consent to use your personal information as set out below may therefore affect your employment prospects or your ability to enjoy the benefits of your employment with your employer. We will however endeavour to ensure that all prospective and current employees are treated equally (without discrimination because of sex, pregnancy, marital status, family status, race, or disability) in accordance with applicable laws.

5 PURPOSE OF COLLECTION

Personal information which you provide to us will be collected, used and otherwise processed by us for the following purposes:

- 5.1 business process execution, including delivering services to clients;
- 5.2 human resource management, including:
 - a. identification and determination of your eligibility to work in the jurisdiction in which we are located;
 - b. pre-employment verification of information provided by you such as checking the accuracy and completeness of your qualifications relevant to employment with your employer;
 - c. pre-employment vetting of your background and circumstances such as conducting background checks in relation to criminal records, obtaining information from credit bureaus to check for creditworthiness, conducting employer reference checks and arranging for medical examinations to confirm your ability to carry out your employment tasks;
 - d. assessing your attendance and work performance;
 - e. conducting employee disciplinary proceedings;
 - f. conducting employee training;
 - g. payment of salary and reimbursement of company-related expenses;
 - h. conducting review of salaries, bonuses and other benefits;
 - i. providing employee references such as letters to third parties setting out the details of your employment (excluding salary information) with your employer;
 - j. provision of benefits under any pension or mandatory provident fund scheme, insurance and/or other employee benefit schemes, including any global scheme, as may be applicable; and
 - k. disclosure to the relevant tax and immigration authorities; and
- 5.3 all other matters relating to your employment with us as we may consider necessary or appropriate.



6 DISCLOSURE

We may disclose your personal information to:

- 6.1 members of the Arcadis Group and Stichting Lovinklaan for the purposes stated in paragraph 5 above;
- 6.2 third parties in the event that we buy the whole (or any part) of any business or assets, or in the event that our business or assets (or any part it) is acquired by a third party in which case we may disclose your personal information to the prospective buyer / seller of such business or assets;
- 6.3 any person to whom we are compelled or required to do so under any applicable law, regulation, direction, court order, by-law, guideline, circular, code or similar requirement or in response to a competent or government agency or industry regulator;
- 6.4 our auditors, accountants, lawyers and other financial or professional advisers;
- 6.5 such sub-contractors, agents and third party service or product providers as we may determine to be necessary or appropriate, for the purposes stated in paragraph 5 above;
- 6.6 any person seeking an employment references about you; and
- 6.7 pension, insurance and other companies with whom we have arranged benefits coverage for our employees.

7 SAFEGUARDS

We confirm that we have implemented the appropriate administrative and security safeguards and procedures in accordance with applicable laws and regulations to prevent the unauthorized or unlawful processing of your personal Information and the accidental loss or destruction of, or damage to, your personal information.

8 TRANSFER

The personal information that we collect from you may be transferred to, processed and stored at, a destination within or outside of the Hong Kong Special Administrative Region (“Hong Kong”) for any of the purposes stated in paragraph 5 above. It may also be processed by staff operating within or outside of the Hong Kong who work for your employer or another member of the Arcadis Group or one of our third party service or product providers. By submitting your personal data, you agree to such transfer, processing and storing. We will take the steps reasonably necessary to ensure that your personal information is treated securely and in accordance with applicable privacy laws.

9 RIGHT OF ACCESS AND CORRECTION

You have the right to request access to and correction of information held about you by us and you may:

- 9.1 check whether we hold or use your personal information and request access to such information;
- 9.2 request that we correct any of your personal information that is inaccurate, incomplete or out-of-date; and
- 9.3 withdraw, in full or in part, your consent given previously in respect of use of your personal information, in each case subject to any applicable legal restrictions, contractual conditions and a reasonable time period. Such requests should be made in writing to the Data Protection Compliance Manager (details are available from the Business Manager, Asia of your employer). Any access request may be subject to a reasonable fee charged in accordance with applicable local laws in order to meet our costs in providing you with details of the information we hold about you.

10 PRIVACY POLICY

Learn more about the privacy policy: Arcadis Design & Engineering Limited:

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