

### Agreement between:

Heineken N.V. and the EWC, represented by the Limited Committee and co-ordinated in this respect by EFFAT.

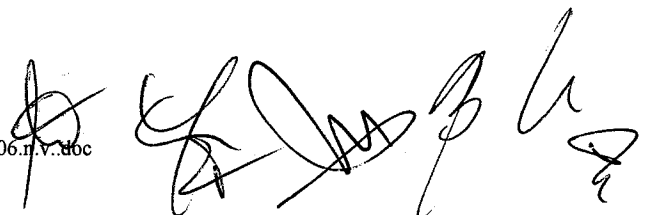
### Preamble:

- a. This Agreement replaces the Agreement between Heineken N.V and the EWC, represented by the Limited Committee and coordinated in this respect by EFFAT of 21 November 2001, within the scope of EU Directive 94/45 on European Works Councils and Article 11 of the Dutch European Works Councils Act.
- b. This Agreement must be viewed in the wider context of attempts to achieve social cohesion within the European Union and the legislation enacted pursuant to this, which directly affect the companies and their employees.  
The aim of this Agreement is to inform Employees in the European Group about the policy of Heineken N.V. in a broad sense, and to consult them on the policy to be pursued and Transnational Matters, as referred to in Articles 7 and 8 of this Agreement.
- c. This Agreement sets out the structure and procedures related to information and consultation, and the form they are to take within the European Group. It describes the structure and operations of the Heineken European Forum and the Heineken European Works Council. It reflects the parties' desire to give substance to employee participation at the European level, through open discussions about important information and policy decisions, which directly and indirectly affect Employees from the Companies covered by this Agreement.
- d. Differences exist between information to and consultation of employees in accordance with the provisions of EU Directive 94/45 on European Works Councils (and the European Works Councils Act, which is based on it) and national employee participation regulations and practices.
- e. This Agreement respects the national deliberative obligations in accordance with law and custom and in no way affects any employees' rights to consultation and information arising pursuant to national employee participation. This Agreement merely has supplementary effect. Equally this Agreement does not prejudice local management prerogatives.

The parties agree as follows:

### **Article 1: Definitions**

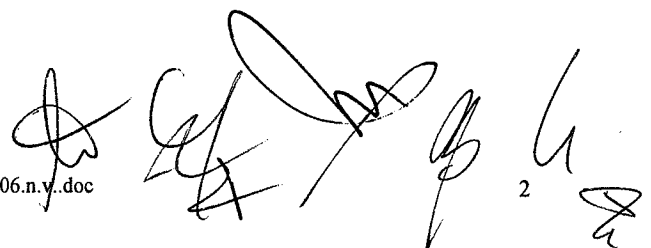
1. Company: any organised association of individuals within the society that acts as an independent unit, within which work is performed pursuant to a contract of employment and in which Heineken N.V. has a majority control as referred to in Article 2 of the European Works Councils Act and which belongs to the European Group.
2. European Group: Heineken N.V. and all Companies in Europe, covered by Article 2 (1) of this Agreement.



3. Executive Committee: the Executive Board of Heineken N.V. and/or its mandated representatives.
4. Employees: (i) as regards persons working in the Netherlands: those who work for any Company pursuant to a contract of employment ('arbeidsovereenkomst'); (ii) as regards persons working outside the Netherlands: those who work for any Company in an employment relationship, defined by essential criteria as carry out the work, the payment of a remuneration for said work and a subordination relationship, as further determined under the respective national law.
5. Where the text refers to informing, providing information, being informed, information etc.: the provision of oral and written data and the provision of explanations are meant.
6. Where the text refers to consulting, consultation, being consulted etc., the expression of opinions and viewpoints, the exchange of ideas and the pursuit of a dialogue between the members of the EWC and the Executive Committee are meant.
7. Transnational matters: issues that are important to the European Group as a whole or to at least two Companies in two different countries covered by this Agreement.
8. EWC: the Heineken European Works Council referred to in Article 4 of this Agreement.
9. Heineken European Forum: the Heineken European Forum referred to in Article 3 of this Agreement.
10. Limited Committee: the body of the EWC, referred to in Article 5 of this Agreement.
11. EFFAT: European Federation of Food, Agriculture and Tourism, established in Brussels, Belgium.
12. Agreement: the present agreement.

## Article 2: Scope

1. This Agreement shall apply to the Companies in countries that are members of the European Economic Area, including the countries of the European Union and Switzerland. Furthermore, it shall apply to Companies in countries that have applied for membership of the European Union and that have been accepted as such.
2. Notwithstanding the provisions of Article 2 (1), this Agreement shall not apply to those countries in which Heineken N.V. has less than 50 employees.
3. By mutual arrangement between the Executive Committee and the EWC the scope may be extended, taking into account the possibility of actual integration of the Company concerned from the European country in question into the European employee participation structure and culture existing at Heineken N.V.
4. The countries that are represented in the EWC on the date on which this Agreement is signed are: the Netherlands, France, Poland, Italy, Greece, Spain, Ireland, Hungary, Switzerland, Slovakia, Austria, Romania, Czech Republic, United Kingdom and Belgium.



2

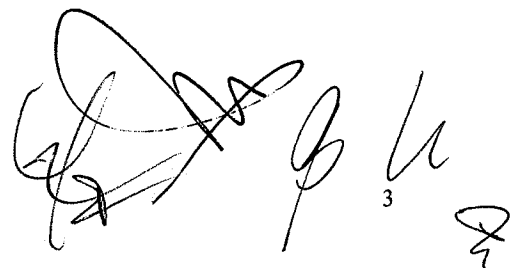
## Article 3: Heineken European Forum

1. The Heineken European Forum is the joint deliberation between the Executive Committee and the EWC.
2. The Executive Committee shall be represented in the Heineken European Forum by one permanent member of the Executive Board, the **Group** Human Resources Director and three members to be appointed by the Executive Committee from the management of the Companies in question. Experts may assist them.
3. The Heineken European Forum shall meet twice a year in combination with the EWC meetings.
4. The Executive Committee shall chair the Heineken European Forum. The Executive Board member shall chair the meetings that are held in Amsterdam. In any other location the Executive Board member shall be entitled to have him replaced by the Group Human Resources Director.

## Article 4: The Heineken European Works Council (EWC)

1. The EWC shall consist of representatives of the employees on a per country basis in accordance with the provisions of Article 4 (4).
  - 2.1 The distribution of seats shall be determined as follows:
    - One (1) representative per country with 50 or more but less than 2000 employees.
    - Two (2) representatives per country with 2000 or more but less than 4000 employees.
    - Three (3) representatives per country with 4000 or more employees.
  - 2.2 The number of employees per country is established on the basis of the data definitions applied for the determination of the number of employees in the Annual Report of Heineken N.V.
  - 2.3 As per 1 January 2006 the division of seats is as follows:

OpCo countries	Division of seats per 2006
Poland	3
France	3
The Netherlands	3
Italy	2
Spain	2
Austria	2
Romania	1
Greece	1
Slovakia	1
Hungary	1
Switzerland	1
Ireland	1
Czech Republic	1
Belgium	1
United Kingdom	1
<b>TOTAL</b>	<b>24</b>
<b>Quality Seat</b>	<b>1</b>



3

- 2.4 Subject to Article 4 (9), the distribution of seats as referred to in Article 4 (2.3) shall remain valid during the term of this Agreement.
3. Apart from the employee representatives as referred to in Article 4 (1) the EFFAT has been assigned a quality seat on the EWC. The EFFAT representative is in charge of international coordination and advice and shall be entitled to attend the meetings of the EWC, the Heineken European Forum and the Limited Committee. He or she will receive all information relevant to this.
4. The EWC members shall be elected or appointed by and from the employee participation bodies of the Companies in the relevant countries. The procedure for elections or nominations will be governed by the national European Works Councils Act and/or national Acts on workers participation.

Where a country that is covered by the scope of this Agreement does not have any national legislation governing European works councils but does have an employee participation structure regulated by law, such structure shall serve as the basis for electing or appointing any representative to the European Works Councils.

Should a country covered by the scope of this Agreement not have an employee participation structure regulated by law, the Executive Committee and the EWC shall agree on the manner in which any relevant representative is to be elected or appointed, and all the Employees of the Company in question shall be involved in the procedure that is to be followed.

5. The members of the EWC shall appoint a chairperson and a secretary from their ranks, as referred to in Article 4 (1). The Chairman shall chair the meetings of the EWC.
6. The EWC and the Limited Committee can be assisted by experts of their own choice in so far as this may be necessary for the performance of their duties. Heineken N.V. undertakes to bear the costs that are reasonably necessary to enable the EWC and the Limited Committee to perform their duties. Unless the EWC and Heineken agree otherwise (see Article 20 of the Dutch European Works Councils Act), the undertaking of Heineken N.V. to bear the costs of any experts engaged by the EWC shall be limited to one expert for each item on the agenda.
7. If any issues should arise which fall within the EWC's sphere of action and powers, and if the importance of the issues concerned reasonably requires so, the EWC and/or the Limited Committee may set up special committees, subject to the provisions of Article 10 of the Agreement.
8. The term of the EWC is 4 years. Where a member of the EWC is no longer part of the relevant national body that has elected or appointed him/her, his/her seat shall be vacated and the body in question shall elect or appoint a replacement for the remainder of the EWC's term. An Employee shall cease to be a member of the EWC by operation of law if he ceases to be an Employee or if he terminates his activities at or for the Company or the European Group or when the Company does not belong to the European Group anymore or finally as a result of change of legislation. Members of the EWC shall be entitled to be re-elected or reappointed after 4 years.
9. Where a Company with 50 or more Employees is acquired in a country that is not yet represented in the EWC, that Company shall be represented by one EWC member for the remainder of the current term of the EWC, subject to Article 2.
10. Where a Company is acquired in a country which is represented in the EWC, it shall be deemed to be represented by the relevant sitting member or members of the EWC from that country for the remainder of the latter's term.



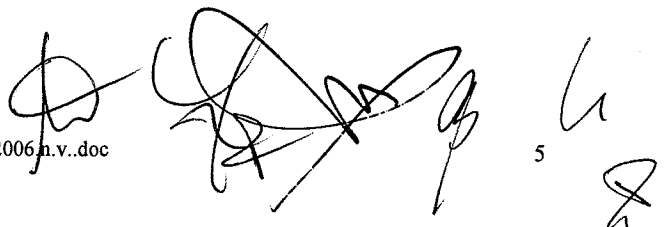
11. The EWC shall draw up internal regulations for itself. The Executive Committee shall be afforded the opportunity to state its views before any regulations are adopted. These internal regulations shall not concern issues which may impose additional commitments on Heineken N.V.

## Article 5: Limited Committee

1. The Limited Committee shall consist of the elected chairperson and the secretary of the EWC and any two other members elected from the latter's ranks. It shall comprise no more than four members. There shall be one (1) reserve member. Notwithstanding the provisions of Article 8 (2), third sentence, also other elected EWC members (maximum 2) are allowed, in special cases and by mutual arrangement with the Executive Committee, to participate in the deliberations with the Limited Committee.
2. The tasks and responsibilities of the Limited Committee shall be as follows:
  - The preparation and performance of any matters pertaining to the meetings of the EWC and the relevant agendas and minutes.
  - Deliberations with the Executive Committee for the preparation and performance of any matters pertaining to the meetings of the Heineken European Forum and the relevant agendas and minutes.
  - Ensuring that all agreements are followed up.
  - Safeguarding transparent and efficient procedures in the internal regulations of the EWC with regard to amongst others information and communication, elections and nominations.
  - Acting as a consultative partner to the Executive Committee in any extraordinary circumstances.

## Article 6: Meetings

1. The EWC and the Heineken European Forum shall meet twice a year. The time of these meetings shall be determined by mutual arrangement between the Limited Committee and the Executive Committee. In principle, these meetings shall be held in May and November.
2. On each occasion the meetings shall be held over three days. On the first day the EWC shall commence its preparatory meeting at 2 p.m. The Heineken European Forum shall meet on the second day. On the third day the EWC shall be entitled to continue its post-meeting until no later than 4 p.m. All members shall be given the opportunity to attend the meetings throughout the time permissible for this purpose.
3. Each year one meeting shall be held in the Netherlands in or close to Amsterdam. The second meeting may be held in any of the relevant countries, a different one each time. The centre must have adequate facilities to accommodate the meetings.
4. The Limited Committee shall be entitled to meet in the intervals between the EWC meetings in order to prepare the latter and to deliberate with the Executive Committee about the agenda for the Heineken European Forum.
5. The Limited Committee shall meet in the Netherlands to prepare the EWC meetings and to deliberate with the Executive Committee. However, if required owing to special circumstances, it may be decided by mutual arrangement with the Executive Committee to convene a meeting in a country other than the Netherlands.



5

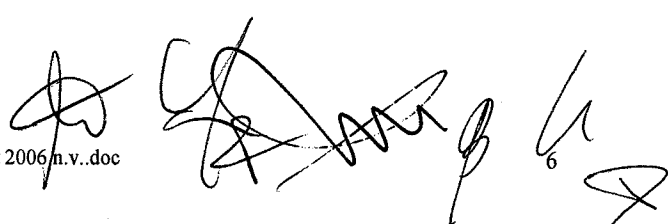
6. If any Transnational Matters should occur which are covered by the EWC's scope and powers as referred to in Articles 7 and 8 of this Agreement, and if the importance of the matter in reason requires so, an EWC-member is entitled - subject to approval by the responsible management of the directly involved Companies - to pay a visit to the Company concerned. In doing so, the EWC-member shall comply with the usual local administrative procedures and obligations. If approval as referred to above is not granted, the Executive Committee may be requested to mediate.

## Article 7: Scope and powers

1. The EWC shall be informed by the Executive Committee about matters that are important for Heineken N.V., the European Group or for at least two Companies in two different countries covered by the scope of this Agreement.
2. The Executive Committee shall inform and consult the EWC by means of a timely presented written report on the European strategy of Heineken N.V., including that pertaining to the acquisition or disposal of Companies, the development of operations, and the prospects for the European Group. The information and consultation primarily concerns the structure of the European Group, its financial and economic position, the likely development of its activities, production and sales, the investments, essential changes in the organisation, the introduction of any new working or production methods, environmental care, mergers, transfers, down-sizing or the closure of any Company or important part thereof, the employment situation and any changes to it, and any mass redundancies. Furthermore, attention shall also be devoted to relevant aspects of social policy, such as those pertaining to training, safety, health and welfare, and policy in respect of the provision of information to the employees.
3. Information shall primarily be provided in English and will where necessary be translated into the mother tongue of the relevant members of the EWC.

## Article 8: Extraordinary circumstances

1. The Executive Committee undertakes to inform the EWC or Limited Committee as soon as possible of any extraordinary circumstances or planned decisions that will have considerable consequences for the European Group as a whole or for the Employees of at least two Companies in two different countries covered by the scope of this Agreement. In particular, this pertains to the transfer or closure of any place of business, mass redundancy, a merger with another company, or the acquisition of or by another company.
2. Where the Limited Committee so requests, it shall meet with the Executive Committee to obtain further information and to be consulted based on information provided about any of the circumstances referred to in the foregoing paragraph. This meeting shall be held at such a time as to ensure that the information and consultation is still meaningful. The EWC-members from the Companies that are directly affected by the measures or events in question, may also be invited to attend such a meeting with the Limited Committee. If the Limited Committee so requests, then, by mutual arrangement with the Executive Committee, the entire EWC or the Heineken European Forum will be convoked for a meeting instead of a limited part thereof. Such a meeting shall not in any way diminish the powers of the Executive Committee.



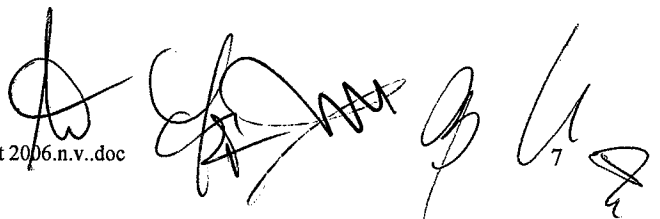
3. In the event of extraordinary circumstances, the Limited Committee and/or the EWC shall be entitled to seek the assistance of experts. Notwithstanding the provisions of Article 4 (6) they shall be entitled in such a case to engage the services of more than one expert for each item on the agenda but undertake to consult the Executive Committee in respect of the costs thereof in accordance with Article 10 (2).

## Article 9: Major local acquisitions

1. As regards major local acquisitions, that may have considerable implications for the Employees in a country covered by this Agreement, the Executive Committee shall, in principle, inform the Limited Committee or the EWC - either embargoed or unembargoed - about the local acquisition at the same time as the local employee participation is informed by the local management.
2. If this is impossible in view of regulations applicable to securities' transactions or for other well-founded reasons, as referred to in Article 11 (2), the mentioned supply of information shall take place as soon as possible afterwards, but at the latest simultaneously with the release of information to the press.
3. If so requested, during the regular meeting with the Limited Committee and/or the EWC a further elucidation concerning the acquisition can be provided and/or questions may be answered about any lack of clarity and possible consequences of the acquisition, e.g. pertaining to the strategy, however subject to the rights of the national consultative bodies and the local employee participation. If the regular meeting as referred to above can not take place in time, the deliberations between the Limited Committee and the Executive Committee may be brought forward at the Limited Committee's request.

## Article 10: Financial and material resources

1. Heineken N.V. undertakes to bear the costs that are reasonably necessary for the proper operation of the EWC. These costs shall be deemed to include:
  - continued payment of salaries of elected members while they perform the work required for participation in the EWC;
  - travel and accommodation expenses of those members attending any EWC meeting, including any experts;
  - translation and interpreting costs for all relevant languages both during the EWC and Heineken European Forum meetings, of the information provided by the Executive Committee by way of preparation, and the reports of the meetings. In this connection, English will be used as the working language, while local translation resources will be facilitated;
  - training and schooling in connection with the operations of the EWC;
  - external experts (maximum of one expert for every item on the agenda);
  - effective and efficient communication and information between members of the Limited Committee, the EWC members and members of local Works Councils, as much as possible using existing resources and structures (e-mail, telephone, etc);
  - the supply of information to Employees, as much as possible using existing resources and structures;
  - a professional secretariat.
2. If and in so far as any expenditure is incurred that falls outside the categories referred to in the foregoing paragraph, the Limited Committee and the Executive Committee shall deliberate with each other beforehand.



3. All parties to and participants in the activities covered by this Agreement undertake to make every effort to keep expenditure to a minimum. The Limited Committee shall make up an annual budget, including arrangements with respect to notifications and reports for the purposes of controlling costs, to be approved by the Executive Committee.

## Article 11: Confidentiality

1. The members of the EWC, the person holding the quality seat, and any experts shall be required to treat as confidential all business and company secrets that they learn of in their official capacity, as well as any other matters which they are asked not to disclose or whose confidential nature they should appreciate in connection with a request to treat them as confidential. The EWC undertakes to require any expert to sign a confidentiality undertaking, the original of which shall be submitted to the Executive Committee.
2. The Executive Committee shall not be required to provide any information that may reasonably be construed as having the potential to impede or damage the operations of Heineken and/or the European Group. With regard to the supply of information, the Executive Committee shall be entitled to insist on a confidentiality undertaking if there are reasonable grounds for requiring this. As far as possible prior to the relevant matter being dealt with, the Executive Committee undertakes to state what grounds exist for requiring a confidentiality undertaking; which written or oral information that has been provided will be covered by this confidentiality undertaking; how long the latter will apply; and whether there are any persons in respect of whom the confidentiality undertaking need not be observed.
3. Save where they have given a confidentiality undertaking, the members of the EWC undertake to inform the employee representatives within the European Group, or in the absence of any employee representatives, all the Employees of the Company in question of the substance and results of the information that is provided and the consultations that are held during any meeting of the Heineken European Forum.
4. A confidentiality undertaking shall not lapse upon termination of membership of the EWC or the cessation of duties performed by the EWC member in question in or for the Company. In the event of such an undertaking being violated, the Executive Committee is permitted to impose sanctions in compliance with national law.

## Article 12: Legal workers protection

1. Every member of the EWC shall enjoy the same level of legal workers protection afforded to a representative of a employee participation body as is provided by his/her own national legislation.
2. A member of the EWC from a country that does not offer legal workers protection to representatives of employee participation bodies shall enjoy a level of legal workers protection equal to that afforded to the Dutch members by the laws of the Netherlands.

## Article 13: Term of this Agreement

1. This Agreement shall come into effect on 1 January 2006 and shall remain valid until 1 January 2010.



2. The EWC and the Executive Committee will review the functioning of the Agreement after three years. This review will form the basis of the decision whether to prolong or to re-negotiate the Agreement. If it is decided to re-negotiate, the EWC will undertake to elect a negotiating delegation from amongst their members, which may be assisted and co-ordinated by EFFAT.
3. If the re-negotiation does not result in an agreement within one year, the existing Agreement will be prolonged for one year. Further negotiations will take place during this year. The existing Agreement will continue to be prolonged by one year periods if no agreement is reached.

**Article 14: Resolution of disputes**

1. In the event of a dispute, the parties undertake to appoint first a mediation committee. The latter shall consist of one member appointed by the Executive Committee, one member appointed by the EWC, and one member to be jointly appointed by the Executive Committee and the EWC.
2. If no solution can be found, the competent court is the Enterprise Chamber of the Court of Appeal ( 'Ondernemingskamer' ) in Amsterdam, the Netherlands.

**Article 15: Governing law**

This Agreement shall be governed by and construed in accordance with the law and legal system of the Netherlands. In the event of any dispute pertaining to interpretation, the Dutch text shall prevail.

**Article 16: Final provision**

In any situation that is not covered by this Agreement, the parties undertake to deliberate with each other in a spirit of a good cooperation and subject to the applicable Dutch European Works Councils Act.

Signed in duplicate in Cork on 23 November 2005.

**On behalf of the EWC:**

**G. Pastrello**  
Chairman

**J.G.C. de Vos**  
Secretary

**A.W.M. Wennekers**  
EFFAT

**On behalf of Heineken N.V.:**

**M.J. Bolland**  
Executive Board

**D.R. Hooft Graafland**  
Executive Board

**L.F.D. van der Minne**  
Group HR