

Negotiation result Social Plan ASML in NL

Introduction

ASML and the trade unions FNV, CNV, De Unie, and VHP2 have jointly reached a negotiated agreement regarding an ongoing Social Plan for ASML in the Netherlands. The basic principle of the Social Plan is to prevent forced redundancies as much as possible. If redeployment within ASML is nevertheless unsuccessful, employees will be guided from one job to another outside ASML through outplacement, combined with a severance payment.

The parties have agreed on the following broad outlines. This will be elaborated in a Social Plan.

All amounts and allowances mentioned below are gross unless otherwise stated.

Duration and scope

Duration

The Social Plan has been agreed for a period of 2 years, effective from 1 June 2026. Prior to the expiration of this Social Plan, the parties will enter into consultation regarding the continuation of a Social Plan at ASML in the Netherlands. During the term of the Social Plan, it will replace the 'Regulation on redeployment due to business-organizational and/or business-economic circumstances'.

Scope

The Social Plan applies to all employees working within ASML in the Netherlands with a permanent contract in salary scales 1-16. A number of provisions also apply to employees with a temporary contract; this is included in the other provisions.

Prevent forced dismissal

Potential redundancy

An employee may potentially become redundant as a result of the:

1. Elimination of position
2. Reduction of jobs in a position
3. Significantly change the function

1. In the event of the elimination of a position, all employees holding this position will potentially become redundant. The position no longer exists in the new organization.
2. When the number of jobs is reduced, the position remains but with fewer employees in the new organization. In this case, the potentially redundant employee will be determined using the mirroring principle.
3. The position changes significantly, and the change is such that the position is no longer interchangeable with the old position. In the event of such a change to the position, the position will not continue to exist in the new organization; instead, a new position will be created for which potentially redundant employees may be suitable.

Notification

If the employee potentially becomes redundant as a result of an organizational change, he or she will be informed of this redundancy both verbally—as far as possible via a personal meeting—and in writing (notification).

Place-maker scheme

Employees who are not redundant following the redundancy selection (they retain their position in the new organization) have 10 working days to register as a 'place-maker'. The place-maker avoids forced dismissal by leaving voluntarily. This is only possible if there is another employee who takes the place-maker's position. The place-maker is entitled to 80% of their own severance pay.

Voluntary departure scheme

ASML may apply a voluntary departure scheme in accordance with this article.

ASML may limit the application of this scheme in time and with regard to the maximum number of employees within a job category who may make use of this scheme.

A termination agreement is concluded with the employee making use of this scheme, pursuant to which the employment contract ends on short notice, taking into account at most the applicable notice period, calculated from the submission of the request.

The employee making use of this scheme is not entitled to the other provisions in this Social Plan, other than the termination payment.

For TT and IT, criteria will be established for the application of the voluntary departure scheme.

Redeployment activities

When potential redundancy arises as a result of an organizational change, an employee is first declared potentially redundant. It is assessed whether there may be a place for the employee in the new organization. ASML will make the opportunities in the new organization known, and the employee is asked to indicate their preferences via 'interest mapping'. ASML increases opportunities for employees by not renewing temporary contracts in the reorganization area, thereby creating 'landing spots'. Potentially redundant employees have priority for all vacancies within ASML.

If no suitable position is found within the business unit, the employee becomes permanently redundant.

Redeployment period

Employees who have been permanently made redundant retain priority for vacancies as long as they are employed by ASML.

The period during which the employee may remain employed is 9 months from the moment of potential redundancy. For the Tech and IT transition, it has been determined that the employee may remain employed up to and including April 30, 2027.

Outplacement

Employees who are permanently redundant will be offered the opportunity for intensive job-to-job guidance via the internal mobility center and with support from Randstad

RiseSmart (RR). If it becomes apparent that training or education is required for the employee, a budget of up to €5,000 excluding VAT will be available for this purpose, following advice from the mobility coach.

The right to guidance via RR is a maximum of 6 months. For employees with 20 years of service or more, this is a maximum of 12 months.

Termination compensation and post-contractual clauses

Termination compensation

For employees for whom no (suitable) position within ASML has been found during the guidance period, the employment will be terminated at the initiative of ASML in accordance with the agreements set out in the VSO. Part of this includes the agreements regarding the termination compensation. The termination compensation is based on one month's salary per year of service (at ASML). Furthermore, the following applies:

- Years of service are defined as: the period during which the employee has worked continuously in the service of ASML (and its legal predecessor). To determine consecutive periods of employment and years of service, we refer to applicable laws and regulations.
- Monthly salary is defined as:
 - SG 1-9: The fixed gross monthly salary, increased by exclusively the following salary components:
 - holiday allowance;
 - fixed shift allowance, including hourly rate supplement;
 - standby allowance; (average over the last 12 months);
 - overtime allowance; (average over the last 12 months);
 - 13th month;
 - the distributed profit-sharing scheme (average over the last three payment periods);
 - Emergency Response Allowance.
 - SG 10 and higher: the fixed gross monthly salary, increased by exclusively the following salary components:
 - the average STI bonus (short-term incentive bonus) paid out as paid out in the three preceding years;
 - Emergency Response Allowance.
- The termination payment will be calculated as at the end date of the employment contract.

- The minimum compensation will always be at least 4 months' salary.
- Based on the age at the end of employment, the employee is entitled to additional monthly salaries according to the overview below (non-cumulative):
 - From age 50: 1 monthly salary
 - From age 53: 2 monthly salaries
 - From age 56: 3 monthly salaries
 - From age 60: 4 monthly salaries
- The maximum compensation is € 400,000 gross, or a maximum of 24 gross monthly salaries if that is higher than € 400,000 gross.
- Capping: if the compensation exceeds the base salary for the number of remaining months the employee would have earned until the state pension age, the termination compensation will be capped. However, the applicable termination compensation will never be less than the statutory transition payment. If this employee voluntarily continues their participation in the PME pension scheme, the premium owed by them will be reimbursed by ASML. The employee must submit a claim to ASML for this purpose.
- The termination payment will be paid in a lump sum no later than 1 month after the end date of the employment contract and is calculated as set out in the Social Plan.
- In appropriate cases and/or if the employee does not agree to termination by mutual consent, ASML will submit a dismissal application to the UWV. In the event of a dismissal procedure, the procedural time will be deducted from the notice period in accordance with the UWV's implementation rules, leaving a minimum notice period of 1 month. In that case, the employee is entitled to the termination payment, minus the gross monthly salaries after the end date as stipulated in the offered settlement agreement. The employee is not entitled to the signing bonus as described in the Social Plan.

Service anniversary scheme

The employee who would have been entitled to the anniversary payment for 12.5 years of service within 6 months after the end of employment will receive this payment with the final settlement. This also applies to the employee who would have been entitled to the gross anniversary payment for 25 or 40 years of service within 12 months after the end of employment.

Study agreement

ASML will not invoke any refund clause in a study agreement.

Non-compete and non-solicitation clause

The parties agree that the general rule is that ASML will not hold the employee to the non-compete and non-solicitation clauses (this will lapse). An exception applies to employees in 'core engineering competencies', sales, and sourcing functions:

- ASML will hold the employee to the non-compete clause insofar as it concerns companies classified as competitors. With regard to these companies, employees may still be granted permission to enter into employment there. This is at the discretion of ASML (legal).
- The non-compete clause shall lapse insofar as it concerns suppliers. With regard to competitors and customers, employees may still be granted permission to enter into employment with them. This is at the discretion of ASML (legal).
- Employees can submit a negative (legal) assessment by ASML to the Monitoring committee for review.
- To the extent that the non-compete and non-solicitation clauses are upheld, this period shall be reduced from 12 to 9 months, calculated after the termination of employment.
- To the extent that a confidentiality clause applies, it remains applicable.

Shares, LTI, STI and profit-sharing scheme

Employee share purchase plan: the existing rules apply to the share buyback program. This means that the premium is only paid out if the employee is still employed by ASML 12 months after the purchase.

LTI: The LTI awarded in the year of departure is calculated pro rata, just as with retirement. Other LTI awards are definitively awarded as indicated in the award letter.

STI: Employees working in salary groups 10 and higher are eligible for a (pro rata) STI in accordance with the applicable scheme (Performance Related Variable Pay (STI) Plan Europe). If no individual performance appraisal has been established, 'Successful in role' applies. Payment will take place as described in the scheme (within three months after the implementation period, therefore no later than March following the year of termination).

Profit-sharing scheme: If the employee is employed in salary groups 1 through 9, any payment based on the profit-sharing scheme included in the Personnel Guide will take place at the usual time (February following the calendar year in which the employee leaves employment).

Termination of employment

In the event of permanent redundancy, ASML will offer the employee a settlement agreement (VSO) in which the arrangements for the termination are included.

Legal, tax and/or financial advice

The employee receives a budget of a total of €1,250 excluding VAT for legal, tax, and/or financial advice.

Signing fee

If the employee has signed and returned the VSO within 10 working days and does not revoke it, he is entitled to a signing fee of 1 basic monthly salary (at least €5,000 and a maximum of €10,000 gross) upon final settlement.

Found another position before the end date

If the employee starts working elsewhere (outside ASML) or starts working for themselves and earns money from it before the end date, the employee must notify ASML of this immediately in writing. If this date falls before the start date of the new organization, this is only possible with the permission of ASML.

The employment contract then terminates by mutual consent as of this earlier date. From that date, the employee is no longer entitled to salary and other (secondary) terms and conditions of employment. The employee is also not entitled to the monthly salaries for the remaining period until the new end date.

The employee retains the right to the termination compensation included in the settlement agreement in accordance with this Social Plan.

Internationals (ILH)

Below is the support ASML offers to employees who do not have EU nationality upon leaving the Netherlands after the end of their employment. The repatriation support consists of:

- guidance regarding IND rules and residence periods;
- support in obtaining Dutch citizenship;
- explanation regarding the three-month search period for a new job;
- assistance with departure planning;
- payment of an airline ticket to the country of origin for the employee and family;

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- compensation for moving household effects or an alternative monetary amount;
- compensation for storage, extra baggage and insurance;
- assistance with the Dutch tax return for the last working year.

Other provisions and definitions

Salary when classified in a lower job group

If the employee is classified in salary scales 1 through 9, the following applies:

- If the current salary is lower than the maximum salary in the new scale corresponding to the employee's last formal performance review (assuming at least a successful in role assessment), the employee retains their current salary. This will result in a higher RSP in the new salary scale.
- If the current salary is higher than the maximum salary in the new scale corresponding to the last formal assessment (assuming at least a successful in role assessment), then placement (in the new scale) will be based on the maximum salary in the new scale corresponding to the last formal assessment (assuming at least a successful in role assessment). All other emoluments will be adjusted to the new salary scale from the date of classification.
- The difference between the old and new fixed income (12 x monthly salary, holiday allowance, 13th month) is paid out monthly as a personal allowance.
- Collective and individual salary increases under the Metalektro collective labor agreement and merit increases are set at the new base salary. These increases are deducted from the personal allowance.

If the employee is classified in salary scales 10 and higher, the following applies:

- For employees working in salary scale 11 and higher who are reclassified into salary scale 10 and higher, their nominal base salary remains the same in the new salary scale. STI, LTI, and all other emoluments will be adjusted to the new salary scale from the date of reclassification.
- In each of the cases described above, the secondary terms and conditions of employment of the new position apply immediately.

Patent

If a patent has been applied for on your invention or an invention to which the employee has contributed, the employee is eligible for compensation under the Invention Award Program, even after the employment contract has ended. This also applies to publications and trade secrets. The provisions of the Invention Award Program apply otherwise.

Re-employment

If the employee re-enters the service of ASML after the termination of employment, the following applies:

- 6 months or less: if the period during which the employee has been out of service is 6 months or less and the termination payment exceeds the number of months the employee has been out of service, the employee will have to repay the excess amount. In addition, the period of service will be reinstated (as it will not have been interrupted)
- After 6 months: if the period during which the employee has been out of service is longer than 6 months, no repayment arrangement applies and the period of service will not be reinstated (a new period of service starts).

Suitable position

A suitable position within the meaning of this Social Plan is defined as a position that:

- Has a travel time of no longer than 1.5 hours (unless the employee already travels longer)
- A position classified one job group higher or lower
- An employee can perform the position within 6 months

Offer of a suitable position

ASML makes an offer for a suitable position after the employee is selected for the position following an application. Nevertheless, the employee may refuse this offer without stating a reason. If an employee refuses an offer for a suitable position a second time, ASML will initiate the termination of employment without applying the Social Plan.

Temporary employment contracts

Employees with a fixed-term employment contract are excluded from the provisions of the Social Plan, with the exception of the following:

- For the remainder of the employment, the employee may make use of the mobility center.
- Employees with a fixed-term contract who have a non-EU nationality and must leave the Netherlands due to the expiration of a residence permit can also make use of repatriation support.

Hardship clause

If, in the employee's view, the application of this Social Plan leads to an outcome that is clearly unreasonable in their individual situation, the employee may, after first exploring whether a solution can be reached with the supervisor, submit this dispute in writing to the Monitoring Committee as soon as possible after the dispute arises. The Monitoring Committee will advise ASML on whether or not it should deviate from the Social Plan. ASML will make a decision within 10 working days of receiving the advice from the Monitoring Committee. ASML will not deviate from the advice unless there are compelling reasons to do so and will communicate its decision, with reasons, to the employee, the Monitoring Committee, the employee's supervisor, and the HR department. In all cases not provided for by this Social Plan, action will be taken in accordance with the spirit and intent of this Social Plan.

Monitoring Committee

Within the framework of this Social Plan, a Monitoring Committee will be established. This committee consists of:

- Two members, to be appointed by the trade unions
- Two members, to be appointed by the employer
- Independent Chairman

If the employee believes that an arrangement under this Social Plan has not been implemented correctly, the employee shall first contact their supervisor and HR Business Partner.

If the employee does not reach an agreement, the HR Manager with ultimate responsibility of the relevant entity will be involved.

In those cases where this procedure has been fully followed and no appropriate intervention is reached and/or dissatisfaction regarding the implementation of a regulation persists, the employee may turn to the Monitoring Committee.

The Monitoring Committee may decide to hold a hearing.

In the event of a difference of opinion regarding the applicability, interpretation, and/or implementation of this Social Plan (including the application of the hardship clause), the Monitoring Committee may issue advice to the Director of ASML.

Disputes regarding 'interchangeability', 'mirroring', and 'suitability' are subject to assessment by the UWV and will not be handled by the Monitoring Committee.

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ASML will only make a decision after receiving advice from the Monitoring Committee. ASML will have to provide a written and reasoned explanation if it deviates from the advice of the Monitoring Committee.

In principle, the advice of the Monitoring Committee is given within 5 working days of the request to that effect.

The members of the Monitoring Committee are bound to confidentiality regarding all individual and business data of which they become aware during the performance of their duties.

Any costs incurred by the Monitoring Committee in connection with the performance of its duties shall be borne by ASML – within reasonable limits.

If an employee has submitted a request to the Monitoring Committee, actions by ASML will not be delayed and deadlines set for the employee will not be extended.