



FRAMEWORK AGREEMENT FOR THE NEW WHIRLPOOL EUROPE EMPLOYEES COMMITTEE

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This Agreement is made between the central management of WHIRLPOOL CORPORATION with its principal office in Benton Harbor, Michigan (US), represented in Europe for the purpose of this agreement by WHIRLPOOL Europe S.R.L. Sole Shareholder and INDESIT COMPANY SpA Sole Shareholder and its European employees¹ represented by union representatives² and/or employee representatives.

This Agreement has been negotiated on the basis of article 14 of D.Lgs.n.113/2012 (transposition of the Directive 2009/38/EC in the Italian legislation), which provides for an adjustment in case of significant corporate changes in Community-scale undertakings and Community-scale groups of undertakings for the purposes of transnational informing and consulting Employees. With the exception of Article 14, no other obligations derive from D.Lgs.n.113/2012 in the companies in which the agreements were signed by September 22, 1996 (Article 13 of Directive 94 / 45 / EC), as in the case of Whirlpool Europe and Indesit Company. Nevertheless, all parties recognize the recommendations of Directive 94/45/EC and consider this agreement legally binding, covering the entire European workforce of WHIRLPOOL.

Considerations

WHIRLPOOL believes that the interests of its workforce and businesses are best served with a full understanding by employees and management of issues of general importance and global character; it recognises that the involvement of employees in the anticipation and management of change will contribute to the long-term sustainability of the company.

The Directive 94/45/EC was adopted on September 22, 1994, including an incentive towards voluntary agreements between management and employees as regards informing and consulting employees at the European level.

Therefore, WHIRLPOOL intends to strengthen its existing commitments to communicate, inform and consult its employees, through the conclusion of an agreement towards the creation of a WHIRLPOOL Europe Employees Committee (hereafter, the WEEC). The WEEC acts as an information and consultation body in which Management and employee representatives shall endeavour to ensure the efficiency of the companies in the Group, while at the same time taking the interests of employees into consideration. The WEEC should thus support, not replace, existing communication processes and the employee

¹ European employees: as defined in article 2-d)

² Union organisations: could be members of the IndustriALL Global Union and of the IndustriAll European Trade Union

consultative bodies specific to each company and each country in Europe within WHIRLPOOL, which retain all their attributions.

Article 1. Objective

- a) The objective of this Agreement is to organize an information flow for mutual exchange of views and the establishment of dialogue between the employees, and/or their representation structures, and management within the territory defined in Article 4.
- b) This objective shall be reached through the organisation of one regular annual meeting, by - if necessary - extraordinary meetings, through regular exchanges between management and the Select Committee and through the regular transnational information of the employees in all Companies concerned, through existing in-house channels.
- c) The already existing forms of communication between management and employees within WHIRLPOOL at subsidiary, business unit and country level will be continued.
- d) This Framework Agreement will substitute and replace the agreements previously signed by WHIRLPOOL and/or INDESIT providing rules regarding the setting up and functions of the WEEC.

Article 2. Definitions

- a) WHIRLPOOL Europe Employees Committee (WEEC): a committee composed of employee representatives, which are employees of WHIRLPOOL as defined below;
- b) Information: the communication of matters of significant transnational interest (as defined in article 5) to WHIRLPOOL European employees, as well as the provision of oral explanations on such matters in compliance with Directive 2009/38/EC.
- c) Consultation: the exchange of views and the establishment of dialogue between management and employee representatives in compliance with Directive 2009/38/EC.
- d) Employees: all regular (i.e., permanent full-time, part-time and seasonal-employed for more than six weeks) employees of the Companies according to local law and practices in the territory defined in Article 4;
- e) Companies: all subsidiaries, branches, establishment, agencies, joint-ventures, etc. which are controlled by Whirlpool Corporation or Whirlpool Emea, according to the law governing this Agreement;

- f) Management: the European senior management or their designees, unless otherwise provided in this Agreement;
- g) Directives: EU Directive 94/45/EC of Sept. 22, 1994 on the establishment of a European Works Council or of a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of transnational informing and consulting Employees and the recommendations included in the directive 2009/38/EC of the European Parliament.
- h) WHIRLPOOL: Whirlpool Corporation, Whirlpool Emea and all their subsidiaries, branches, establishments, agencies, joint-ventures, etc.

Article 3. Spirit of participation and management prerogatives

The management and the employee representatives in the WEEC shall participate therein in a spirit of co-operation, good faith and mutual trust. In case of different opinions, i.e. necessity of information, parties will find a solution agreeable for both parties.

This Agreement shall not affect the prerogatives of the central and local management, which remain exclusively responsible for their business, financial, commercial and technological decisions, at local, transnational and European levels.

Article 4. Geographical area

a) Within the geographical area of the Directives

This Agreement covers the entire WHIRLPOOL workforce in all its Companies, whatever their size, in all the countries where the Directives apply.

b) Outside the geographical area of the Directive

This Agreement also covers the entire WHIRLPOOL workforce in all its Companies, whatever their size, outside the geographical area of the Directive. The extension of the geographical area to include other countries in Europe will be considered from time to time, as the scope of WHIRLPOOL operations in Europe develops.

Article 5. Functions

a) Matters within the scope of the WEEC

The WEEC shall be informed of (in written form) and consulted on matters concerning WHIRLPOOL as a whole at European level, or concerning at least two countries – and this also includes the introduction of activities/initiatives in a particular country which may

potentially affect the employees in another country – within the geographical area of this Agreement. These matters include:

- Economic and financial developments;
- Employment situation and trends;
- Health, safety and environmental issues;
- Production and sales developments;
- Investment plans;
- Introduction of new working methods or production processes;
- Transfers of production, mergers, and collective redundancies;
- Substantial operational and organisational changes.

WHIRLPOOL will inform WEEC on matters, which concern employees within the scope of this agreement, through activities planned for countries outside the scope of this agreement.

The figures dealt during the official meetings will be sent to the WEEC representatives on a quarterly basis.

b) Matters outside the scope of the WEEC

The WEEC will not be informed of and consulted on matters including, inter alia:

- Matters principally related to a specific country or company, which would ordinarily be handled locally.
- Issues related to individual, personal or political matters.

Article 6. Numbers/selection of the representatives in the annual committee meeting

Selection of employee representatives

Employee representatives shall be selected by existing employee representation structures, such as local unions or works councils. In the absence of such structures, an election by the whole workforce among them will be organised by Management in the country concerned, while adhering to the principle of representing the entire European WHIRLPOOL workforce. For each of such employee representatives, one replacement/substitute must be appointed by the local union representatives or as defined in the national legislation.

Article 7. Allocation of employee representatives

The employee representatives in the WEEC will be allocated, among the countries covered by this Agreement, as follows:

- a) countries with 1 to 200 employees: 2 representatives for all countries taken together;
- b) countries with 201 to 500 employees: one employee representative;
- c) countries with 501 to 1500 employees: two employee representatives;
- d) countries with 1501 to 3000 employees: three employee representatives;
- e) countries with 3001 to 4500 employees: five employee representatives;
- f) countries with 4501 to 5500 employees: seven employee representatives;
- g) countries with 5501 and more employees: eight employee representatives.

The number of employees for each country is described in the table attached (annex 1). The employee representatives of the countries will appoint the members of the WEEC within 20 working days after the signature of the renewed agreement. The appointed members represent the new reference for the duration of this agreement. Both Secretary and Coordinator will not be counted in the number of representatives of the related country; their substitutes will automatically become members of the WEEC group.

Should the headcount in any country increase or decrease and shift to a different range, as above, the number of the committee representatives will be updated accordingly as of the following year.

Annex 1 provides the headcount of employees in each country within the geographical scope of this agreement.

If a new company – established within the geographical area covered by this agreement – is acquired, the employee representative(s) from this country will also be considered to represent the newly acquired company in the WEEC until new elections/appointments according to national law and/or practices have taken place.

In order to allow a full and transparent communication among the members and with the Company, every member will be provided with a company email account plus all the necessary communication tools.

Article 8. Eligibility of employee representatives

Candidates as employee representatives in the WEEC must have been permanent (full or part-time) employees of WHIRLPOOL for at least one year.

Article 9. Term of office

Employee representatives are selected for a period as defined in national law in their country of employment and must be appointed every three years.

Article 10. Protection of employee representatives

The employee representatives in the WEEC shall, in exercising their functions, enjoy the same protection and guarantees as provided for employees' representatives by the national legislation and/or practice in force in their country of employment subject to the overriding protection that they shall suffer no advantage or disadvantage through their active or former membership of the WEEC. Their existing rights to information and consultation under national law shall not be prejudiced by this Agreement.

Article 11. Training of employee representatives

English is the official WEEC language and employee representatives should preferably have a command of the English language sufficient to participate fruitfully to the Committees meetings. If needed, in each country the Company will keep investing in training to improve English comprehension skills of WEEC representatives, especially for newly elected ones that may not have reached yet the right level of English skills. Although it remains the Company's aspiration to have the English language as the single operating language on the day of the WEEC annual meeting, the Company confirms its willingness to provide in the meantime simultaneous translation services in the languages considered necessary. As for other training needs, a dedicated training could be set up to enable all the participants to reach the right level of skills and understanding. Should a proposal for a specific course arise from employee representatives, the Coordinators (Company and Union representatives) will address it to the Company.

Article 12. Meetings

a) Annual committee meeting

The annual forum meeting will last a maximum of two days, including a preparatory meeting of the employee representatives in the WEEC before the meeting with the Company's management. The paid overnight accommodation will be of at least two nights. The location for the annual meeting is to be approved by the Chairperson.

In response to Whirlpool diversity, with the aim to facilitate the integration of culture of Whirlpool employees, the regular annual meeting could take place every year in a different country, where the company has premises. The location for the annual meeting is to be approved by the Chairperson or his delegate. In order to reach the goal of allowing employee representatives to carry out an appropriate examination, the documentation (including hand-outs and files) will be provided at least 15 working days prior to the official WEEC annual meeting, in appropriate fashion and contents as to facilitate a proper examination and understanding for each WEEC member. The presentation will be sent to the local HR Manager who will provide the translation in local language. Any relevant change that could occur between that date and the official session will be communicated immediately and fairly, providing the right level of

information and documentation. The parties agree that the process must be conducted at both national and European level in such a way that it respects the rights, the competences and areas of action of the employee representation bodies. To ensure the effectiveness of the employees' transnational information and consultation rights, the parties confirm that information and consultation will be addressed at WEEC annual meeting level, at WEEC Employees Select Committee level, and for any other relevant information and/or consultation in scope of WEEC agreement, that may occur during the year, to WEEC Secretary who will spread it to all WEEC representatives. An exceptional meeting may be called upon the initiative of the Chairperson and the Secretary.

b) Additional participants

In addition to the employee representatives, a delegation of participants coming from outside the European Union (3 from Russia, 1 from South Africa and 1 from Turkey) will be able to attend the meeting.

c) Exceptional meeting

If particular or extraordinary situations occur (i.e., transnational relocations and closures affecting employee interests), an extraordinary WEEC Annual Meeting Assembly could take place, if approved by the Chairperson.

Article 13. Chairperson

The President of WHIRLPOOL EMEA shall chair the meetings of the WEEC. The Secretary of WEEC employees representatives (or substitute as designated by management) will be chaired the meeting in absence of the President of Whirlpool EMEA. The Chairperson together with the Secretary before distribution must approve the agenda, the minutes and the venue of the WEEC meetings.

Article 14. Steering Committee

This committee is composed by the Secretary and by the Coordinators. Among the Coordinators, one is chosen by the management (Vice-President Human Resources Europe, or substitute) and the other Coordinator by and from the employee representatives in the WEEC. They will be responsible for preparing the draft agenda and for proposing the venue of the WEEC meetings.

Usually, the Steering Committee will meet once a year in the Headquarters, shortly before the WEEC annual meeting. The company will cover travel and accommodation expenses for

one night for the members of the Steering Committee. If particular or extraordinary situations occur it will be possible to call an extraordinary meeting (i.e., transnational relocations and closures affecting employee interests).

The Secretary and the employee Coordinator will be chosen by and from the employee representatives in the WEEC.

Article 15. Employee Select Committee

The employee Select Committee will be composed of 9 members:

5 representatives

1 secretary

1 coordinator

2 experts

Usually, the Select Committee will meet once every semester in the Headquarters with the Company's management, in the month following the closing of the annual budget and one month before the WEEC's annual meeting. The company will cover travel and accommodation expenses for one night for the members of the Select Committee.

Article 16. Experts

The employee representatives may be assisted by two experts of competent recognized Community-level trade union organizations during the WEEC annual meeting and at WEEC Select Committee level, whose advisory capacity has added value since 1996. The Select Committee will propose the experts. As for the other members of the WEEC, the experts will not be authorized to reveal any information, which has expressly been provided to them in confidence.

Article 17. Dissemination of information

A summary of the WEEC's minutes shall be circulated for the information of all employees, in agreement with local management and in coordination between management and employee representatives of all Companies within the geographical area of this Agreement, as well as by other means of communication existing in WHIRLPOOL.

To improve the possibility to share with local representatives the information gathered during the official session, together with the outcomes of the meeting, the Company and the Secretary may evaluate the possibility to share the information at local level.

Article 18. Time-off

Insofar as necessary for the performance of their duties under this Agreement, the employee representatives shall be given time off from their normal duties with normal pay for their participation in the meeting(s), together with the minimum necessary travelling time. All arrangements for time off and travel must be agreed by the employee representatives in advance with their respective local management.

Article 19. Expenses

Travel and accommodation costs for attendance at the WEEC's meetings will be reimbursed by the Company, which employs the employee representatives in the WEEC. The cost of the meetings themselves shall be borne by WHIRLPOOL Europe S.R.L. Sole Shareholder.

Article 20. Confidentiality and withholding of information

a) Confidentiality of information

The employee representatives in the WEEC shall be bound by a duty of confidentiality, which will be specifically mentioned or pointed out during the meeting. This obligation shall continue to apply, even after their term of office has expired.

b) Withholding of information

The management shall not be bound, under the conditions and limits laid down by the legislation covering this Agreement, to disclose confidential information, when such disclosure would be prejudicial to the Companies or would contravene stock market regulations or other legislative requirements.

Article 21. Amendments/Validation

a) Amendments

Both parties already agree to amend, during the duration of this Agreement, the relevant provisions of this agreement if law so requires, or if the perimeter of WHIRLPOOL is significantly modified through acquisitions, divestitures, closures, etc.

Both parties confirm that in case of merger or acquisition between two or more companies which are already WHIRLPOOL Companies at the present day, this Framework Agreement will still be in force and remain valid and that the composition of the WEEC and the Employee Select Committee will remain the same, unless otherwise agreed in written by the Parties.

b) Validation

Should any clause or annex to this Agreement prove to be invalid for any reason, it shall not affect the validity of this agreement in total. Such invalid parts shall be treated as separate from the Agreement and may be updated/amended without affecting the whole of this Agreement.

Article 22. Representative agent/applicable law

a) Representative agent

Central (US) management appoints WHIRLPOOL Europe S.R.L. Sole Shareholder and INDESIT COMPANY SpA Sole Shareholder as the representative agent, for the purpose of putting into effect central management obligations under this Agreement

b) Applicable law

This Agreement is governed by the Italian law.

Article 23. Duration of the agreement

This Agreement is concluded for an indefinite period, with the possibility to terminate it after the first four years. In the latter case, two-thirds of the employee representatives in the WEEC or the central management can request the expiry of the above-mentioned period. In the case of such request for termination by either party, this Agreement shall remain valid until a new Agreement has been concluded.

Article 24. Entry into force

This Agreement enters into force on July 1, 2016

On behalf of:

WHIRLPOOL Europe S.R.L. Sole Shareholder and INDESIT COMPANY SpA Sole Shareholder

On behalf of:

WHIRLPOOL Europe S.R.L. Sole Shareholder and INDESIT COMPANY SpA Sole Shareholder
European Employees Union Representative

