

As announced on 16 October 2017, the Supervisory Board proposes that Mr. Øystein Løseth be appointed as member of the Board of Management for a term of somewhat more than four (4) years, with effect from 1 January 2018. This term will end at the end of the annual general meeting (AGM) in 2022.

If Mr. Løseth is appointed at the extraordinary general meeting (EGM) on 14 December, he will join the Board of Management starting 1 January 2018. After a transition period, he will succeed Paul van Riel, the current CEO and Chairman of the Board of Management, at the end of the AGM on 26 April 2018.

Shareholding

Currently Mr. Løseth does not hold any (certificates of) shares in Fugro's share capital or rights to acquire (certificates of) shares in Fugro's share capital.

Main elements Management Services Agreement with Mr. Løseth

Mr. Løseth will provide his services on the basis of a Management Services Agreement. As a consequence thereof, no employment relation will exist between Fugro and Mr. Løseth. Fugro's remuneration policy as applicable as from 1 January 2017, is published on Fugro's corporate website (www.fugro.com/about-fugro/corporate-governance/remuneration) and will apply to the agreement.

Duration

The Management Services Agreement is for renewable periods (depending on the term of the reappointment by the AGM). The first term of office is for a period of somewhat more than four (4) years. This term starts on 1 January 2018 and will end at the end of the AGM in 2022. Each party may at all times terminate the agreement by giving written notice to the other party before the end of a calendar month, subject to a three months' notice period for both parties.

Fixed annual compensation

The fixed annual compensation (including holiday allowance) amounts to EUR 450,000 gross per year as of 1 January 2018. After appointment as CEO on 26 April 2018, the fixed annual compensation (including holiday allowance) amounts to EUR 660,000 gross per year.

Annual bonus (short-term incentive)

Mr. Løseth is eligible to an annual bonus in accordance with the conditions as prescribed by Fugro's remuneration policy. The amount of the annual bonus will be determined by the Supervisory Board in accordance with the remuneration policy. As the 2018 performance will also be dependent on decisions made in the past on which Mr. Løseth had no influence, it has been agreed that the short-term incentive bonus related to 2018 will be at minimum 50% of the fixed annual compensation as applicable as of 26 April 2018.

Conditional performance shares (long-term incentive)

Mr. Løseth is eligible to participate in Fugro's 2017 long-term incentive plan (as applicable as of 1 January 2017) in accordance with the conditions as prescribed by this scheme and Fugro's remuneration policy. The number of conditional performance shares to be granted will be determined by the Supervisory Board in accordance with the remuneration policy.

Ultimum remedium and claw back clauses

In accordance with the remuneration policy, the management services agreement of Mr. Løseth contains an ultimum remedium clause and a claw back clause.

Pension, sickness, disability and death

Løseth is entitled to a fixed annual pension contribution of EUR 125,000 (gross).

The arrangements with respect to sickness, disability and death are in line with the other members of the Board of Management.



Fringe benefits

The fringe benefits are commensurate with the position held and include a company car.

Severance compensation

Mr. Løseth is not entitled to a severance compensation in case of non-renewal of the appointment by the AGM in 2022.

Severance compensation in case of termination of the agreement by Fugro other than for an urgent cause and/or reasons which are exclusively or mainly found in imputable acts or omissions on the side of Mr. Løseth, is limited to one time his fixed annual compensation. The same applies in case the agreement is terminated by Mr. Løseth if such termination is justified by such change of circumstances that he cannot reasonably be expected to continue the performance of his services as a statutory director of Fugro (for example a change of control).

Severance compensation in case of termination of the agreement at the initiative of Fugro or dismissal by the general meeting, other than for urgent cause and/or reasons which are exclusively or mainly found in imputable acts or omissions, in the last year of the agreement before the AGM in 2022, is limited to the equivalent of the remaining fixed annual compensation until the AGM in 2022.

Other conditions

The usual conditions regarding confidentiality and non-competition are applicable.
