

NISSAN EUROPE NV

EUROPEAN WORKS COUNCIL AGREEMENT

11/6/98

This agreement is made and entered into this day of June 11th, 1998 by and between

NISSAN EUROPE NV, a company duly organised and existing under the laws of The Netherlands and having its registered office at Johan Huizingalaan 400, 1066 JS Amsterdam. The Netherlands (hereinafter referred to as "NENV"), in its own right and on behalf of all Nissan Group companies (as defined hereinafter)

AND

the SPECIAL NEGOTIATION BODY, representing and on behalf of all employees of the Nissan Group Companies (as defined hereinafter).

I BASIC PRINCIPLES

In view of the ever stronger internationalisation of the automotive industry and developments at European level, which provide for transnational information and consultation of employees within the context of Directive 94/45/EC, and particularly the development and integration at a European level of the Nissan Group Companies, the Nissan European Communication Forum is established.

Thus, Nissan and its employees wishes to implement the requirements of the Directive on the establishment of a European works council or a procedure in Community scale undertakings and Community scale groups of undertakings for the purposes of informing and consulting employees (94/45/EC) as adopted by the Council of Ministers on 22 September 1994 ("the Directive") and the ensuing Dutch legislation (Act of 23 January 1997) whilst communicating with honesty, sympathy, transparency and trustfulness. It wishes to improve the above mechanism of informing its employees through the establishment of a Nissan European Communication Forum for informing on matters that are of a transnational nature and significantly affect their interests and by adding value to the local information and consultation processes.

NENV has been appointed as the Representative Agent of Nissan Motor Co., Ltd, established in Tokyo, Japan, as defined in the Directive.

This agreement is applicable to all Employees in the Nissan Group Companies within the European Economic Area and Switzerland.

Nissan management and the Nissan employee representatives in the Nissan European Communication Forum shall participate therein in a spirit of cooperation, good faith and trust. They shall have due regard to the reciprocal rights and obligations of each other as well as due consideration for the interests of Nissan as a whole, of all its units, of all its employees, and of all its shareholders. They shall aim at developing a constructive dialogue to deal with issues within the scope of this Agreement.

ARTICLE I

DEFINITIONS

Unless the context explicitly specifies otherwise, the following terms have the meaning respectively assigned to them.

Consultation: shall mean the exchange of views and the establishment of dialogue between European Works Council and Management on matters within the scope of competence of the Nissan European Communication Forum.

Employee: shall mean all permanent staff of Nissan Group Companies considered as “employee” according to the legislation or practice in the country of employment.

Nissan Group Companies: shall mean each and all of the companies listed in Annex A to this Agreement.

Management: shall mean representatives of the management of the Nissan Group Companies.

Nissan European Communication Forum: shall mean the meeting between Management and the European Workes Council.

European Works Council Member: shall mean the meeting between Management and the European Works Council.

Forum Coordinator: shall mean NENV’s General Manager responsible for Human Resources.

European Works Council: shall mean the representative body of Employees to be informed and consulted by Management as laid down in this agreement.

Secretariat: shall mena the chairman, secretary and deputy chairman of the European Works Council.

European Economic Area: shall mean the 15 European Union Member States and Norway, Iceland as well as Liechtenstein.

ARTICLE II

EUROPEAN WORKS COUNCIL

COMPOSITION AND TERM OF OFFICE

The Employees shall be represented in the European Works Council as follows:

- every country in which a Nissan Group Company is established will delegate one member;

- if the total number of Employees in a country exceeds 10 percent (10%) of the aggregate number of Employees in the Nissan Group Companies, two members may be delegated;
- if the total number of Employees in a country exceeds twenty five percent (25%) of the aggregate number of Employees in the Nissan Group Companies, five members may be delegated.

Annex B provides the results of this composition.

For each country, a substitute member or members (with a maximum of one per European Works Council Member) will be elected or appointed.

The European Works Council Member, as well as the substitute member, shall be elected or appointed in accordance with the legislation or practice in their country of employment for a term of four years or shorter depending on the local mandate. Only Employees are eligible for election or appointment as European Works Council Member. membership shall automatically cease at the moment of termination of the status of Employee.

The European Works Council shall elect a Secretariat. The Secretariat members shall be: one European Works Council Member from Spain, one from the United Kingdom, one from a Nissan Group company other than from Spain or the United Kingdom.

MEETINGS

NENV shall make facilities available for the European Works Council to hold a meeting on the day immediately preceding the annual meeting of the Nissan European Communication Forum at NENV's offices in Amsterdam.

COSTS

NENV will bear the reasonable costs of the engagement by the European Works Council of advisors, as far as such engagement is necessary for the proper performance of its tasks. Other costs relating to the European Works Council shall be borne in accordance with Article 3.5.

TRAINING

It is the intention that the European Works Council members are properly trained to take an effective part in the European Works Council and the Nissan European Communication Forum, and necessary, relevant training will be provided. Requests for training will be coordinated by NENV who will also provide joint training opportunities for all European Works Council Members and Management, the programme of which is to be agreed between the Forum Coordinator and the Secretariat. The location of such training will be rotated amongst the various Nissan Group Companies.

ARTICLE III

EUROPEAN COMMUNICATION FORUM

COMPOSITION

Management shall - at a minimum - be represented in the Nissan European Communication Forum by:

- a) NENV's Vice-President responsible for Human Resources;
- b) One further NENV Vice-President;
- c) The Forum Coordinator;
- d) One member of Management responsible for Human Resources from Spain;
- e) One member of Management responsible for Human Resources from the United Kingdom;
- f) One member of Management responsible for Human Resources from a Nissan Group company other than from Spain or the United Kingdom.

Further members of the management of Nissan Group Companies will have the right to attend in order to provide specific information.

The European Works Council shall represent the Employees in the Nissan European Communication Forum.

The Nissan European Communication Forum will be presided over by NENV's Vice-President responsible for Human Resources.

MEETINGS

In addition to existing information procedures within the Nissan Group Companies a one day annual meeting will be organised at NENV's offices in Amsterdam (the "Nissan European Communication Forum") between Management and the European Works Council. After two years the parties will review the frequency of the meeting.

Management will make every effort to release the European Works Council Members to assist in the meetings and the European Works Council Members will make every effort to attend.

If issues arise within the scope of the competence of the Nissan European Communication Forum as referred to in Article 3.3, which due to their urgent character cannot await the next annual meeting, Management will convene an extraordinary meeting in Amsterdam with the European Works Council. Should such an issue arise in the view of the European Works Council, they may raise such issues with the Secretariat which, in turn, will discuss this request with the Forum Coordinator. The Forum Coordinator will not refuse such request unreasonably, provided the matter is within the competence of the Nissan European Communication Forum. After two years the parties will review this procedure.

COMPETENCE

The Nissan European Communication Forum shall be informed and consulted on matters that are of a transnational nature, i.e., in at least two Nissan group Companies established in at least two countries, and significantly affect Employee interests. More specifically, such information and Consultation shall relate to the structure of the Nissan Group, its economic and financial situation, probable development of the business and sales, investments, substantial changes in the organisation, introduction of a new working method or production process, environmental issues, mergers, relocations, cut-backs or closures of establishments, the employment situation and trends as well as collective redundancies.

The prerogative and obligation of Management to take and implement decisions will not be affected by this Agreement.

Management shall not be obliged to provide information which could plausibly be harmful or prejudicial to the functioning of any or all of the Nissan Group Companies and their affiliates taking into account the conditions and limits laid down by the legislation covering this Agreement.

The Nissan European Communication Forum shall respect the principle of subsidiarity. Accordingly subjects principally related to a specific country or company shall only be dealt with locally in accordance with national law, practice and the information and consultation procedures of the country or the company concerned.

PROCEDURE

Two months prior to the annual meeting of the Nissan European Communication Forum all participants will be invited by the Forum Coordinator to suggest agenda items. One month prior to the date of the meeting the final agenda shall be decided upon in a meeting between the Secretariat and the Forum Coordinator. As soon as practicable thereafter the final agenda will be distributed by the Forum Coordinator to all members of the Nissan European Communication Forum.

The meetings of the Nissan European Communication Forum shall be conducted in English.

The agenda, information distributed by Management for the meeting as well as the minutes of the Nissan European Communication Forum meeting shall be drawn up in English. The Forum Coordinator shall ensure translation of the relevant documents as necessary for the proper functioning of the European Works Council.

Directly following the Nissan European Communication Forum, the European Works Council may hold a debriefing meeting. Subsequently, the Forum Coordinator and the Secretariat shall meet to confirm a summary in English of the Nissan European Communication Forum. The minutes of the meeting of the Nissan European Communication Forum will be confirmed between the Forum Coordinator and the Secretariat. The minutes shall not contain any Confidential Information.

NENV will make simultaneous translation services available for the meetings of the Nissan European Communication Forum, the European Works Council, including its Secretariat, and the debriefing meeting mentioned above. The parties will strive to keep the number of languages as limited as possible in order to enhance communication and contain costs.

Meetings between the Secretariat and the Forum Coordinator as well as the Nissan European Communication Forum shall exclusively be between European Works Council and the Management. In exceptional circumstances the Secretariat can decide to invite, after the NECF and in agreement with the Forum Coordinator, an advisor for a presentation on a subject of the agenda directly from the Management.

COSTS

The expenses reasonably incurred by the European Works Councils Members in the performance of their function shall, on the basis of a documented request for reimbursement containing original invoices, be borne by NENV. In particular, the costs involved in the organisation of the meetings of the Nissan European Communication Forum, the European Works Council, the debriefing meeting, and the meeting between the Secretariat and the Forum Coordinator shall be borne by NENV.

RIGHTS AND OBLIGATIONS

The European Works Council members shall, in the performance of their functions, enjoy the same protection and guarantees as provided for employee representatives according to the legislation or practice in the country of employment. This shall apply in particular to their entitlements to payment of salary during absence from work due to the performance of their functions.

The European Works Council Members and their substitutes shall maintain confidentiality regarding information identified as confidential by the Management.

Further to Article 19, sub 5 and 7 of the applicable law, the obligation to maintain confidentiality will not apply among the Nissan European Communication Forum members. The obligation of confidentiality shall neither apply with respect to those who are approached for consultation and whom are already covered by a confidentiality obligation as local employee representatives. Neither shall it apply to advisors, provided that the Management gave prior permission and the person involved has declared in writing that he undertakes to treat the matter in question as confidential. In that case, the obligation of confidentiality applies to said person. This obligation shall continue to apply after term of office and after termination of their employment at a Nissan Group Company.

DURATION, AMENDMENT AND TERMINATION

This Agreement is entered into and will remain in force for a period of four years from the date first written above. The effective period of this Agreement shall be automatically extended for further periods of four years unless either party sends the

other party a written notice of termination at least 6 months prior to the end of such original term or any subsequent period of four years.

A termination notice by the European Works Council shall require the support of at least two thirds of the European Works Council Members representing at least four countries.

Amendments to this Agreement shall only become effective after a written mutual agreement between Management and the European Works Council.

Alterations in the number of European Works Council members necessary as a result of changes in the structure, size or employment levels in the Nissan Companies in Europe shall be effected as soon as practicable and at the latest within two years following the changes. They shall be executed in accordance with Article 2.1 above.

GENERAL PROVISIONS

Upon the first meeting of the Nissan European Communication Forum, the Special Negotiating Body will be automatically dissolved. The European Works Council, shall as from that moment, be able to enforce all rights and fulfil all obligations related with this Agreement in accordance with applicable laws.

The signatories to this Agreement formally acknowledge that this Agreement is binding and meets all conditions laid down in Article 6 of the Directive.

In the event that any provision of this Agreement or Annex thereto, shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall be unimpaired, and the affected provision shall be replaced by a mutually acceptable provision coming closest to the intention of the parties with respect to that original provision.

APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement is to be construed with and shall be governed by the laws of The Netherlands.

The English language version of this Agreement shall be the authoritative version.

Any dispute arising out of or in connection with this Agreement shall be the exclusive jurisdiction of the competent court in Amsterdam, The Netherlands.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

NISSAN EUROPE NV

N. Matsumura
President

SPECIAL NEGOTIATING BODY

Belgie/Belgique P. Barbato	Deutschland P. Lowy
Espana L. F. de Luis Martin	T. Diaz Montesinos
J. M. Villacastin Blazquez	Mr. R. Becerra Hormigo
A. Martorell Silne	
France R. M. Rambaud	Italia M. Forgnone
Nederland Th. Heuvel	Schweiz/Suisse A. Graf
United Kingdom A. Cutting	L. Fielding
P. Quinn	T. Leopold
K. Reah	

ANNEX A

NISSAN GROUP COMPANIES

COUNTRY	NAME
Belgium	Nissan Europe NV Nissan European Technology Centre (Brussels) Ltd. NETC-B)
France	Nissan France SA (NFSA)
Germany	Nissan Design Europe GmbH (NDE) Nissan Motor Deutschland GmbH (NMDG) Nissan Bank (GmbH (NBG) Nissan Leasing GmbH Nissan Versicherungs Service GmbH Autohaus Nissan GmbH Nissan Motor Luckau GmbH Nissan Autovertrieb GmbH
Italy	Nissan Italia SpA (NITA) Nissan Finanziaria SpA (NITAFIN)
The Netherlands	Nissan Europe NV (NENV) Nissan Forklift Europe BV (NFE) Nissan Holding BV (NH BV) Nissan Motor Nederland BV (NMNVB)

	Nissan International Finance (Netherlands) BV (NIF-NL)
	Nissan Finance BV (NFBV)
Spain	Nissan Distribution Service (Europe) BV (NDS-A)
	Nissan European Technology Centre Espana SA (NETC-E)
	Nissan Motor Iberica SA (NMISA)
	Nissan Motor Espana SA
	Nissan Motor Parts Centre (Espana) SA (NMPC-E)
	Nissan Distribution Service Barcelona SA (NDS-B)
	Nissan Financiacion SA
	Fundimotor
	Mecobusa
	Nissan Vehiculos Industriales SA (NIVISA)
	Reicornsa
Switzerland	Nissan Forklift Espana SA (NIFESA)
	Nissan Motor (Schweiz) AG (NMSA)
	Nissan Autohandels AG
	Datsun Industriemaschinen AG
	Promocar AG
United Kingdom	Nissan European Technology Centre Ltd (NETC)
	Nissan Motor Manufacturing (UK) Ltd (NMUK)
	Nissan Motorsports Europe Ltd (NME)
	Nissan Motor (GB) Ltd (NMGB)
	Nissan Finance (GB) Ltd (NFGB)
	Retail Group
	Nissan International Finance (Europe) Plc (NIF-E)

ANNEX B

The results of the composition of the European Works Council, as referred to in Article 2.1:

JUNE 1998

REPRESENTATIVES	COUNTRY
1	Belgium
1	France
1	Germany
1	Holland
1	Italy
5	Spain
1	Switzerland
5	United Kingdom