

AGREEMENT

JOHNSON & JOHNSON EUROPEAN WORKS COUNCIL

FIRST ESTABLISHED 1998

GDM

PREAMBLE

In recognition of Article 6 of the European Works Council Directive 94/45EC and its intent to provide information and consultation opportunities to employees of multinational enterprises at European level, Johnson & Johnson and its Special Negotiating Body established on April 1, 1998, the Johnson & Johnson European Works Council (J&J EWC). Since then the Johnson & Johnson European Works Council agreement has been renewed and updated at its various expiry dates. This new agreement, reached after discussions between the Management Team and a negotiating team appointed by the Employee Representatives, updates the terms of the agreement and renews the term until December 31, 2022.

The purpose of the J&J EWC is to facilitate a dialogue between the Company and all of its Employees within the European Union, Norway and Switzerland on matters of pan-European concern. Single country matters are normally not the responsibility of the J&J EWC. It is hoped that the Company management representatives and the Employee Representatives will participate in the J&J EWC in a spirit of co-operation, good faith and mutual trust. Both will have due regard to their reciprocal rights and obligations as well as due consideration for the interests of J&J as a whole, of all its Companies, Employees and shareholders. The J&J EWC is not intended in any way to change existing communication mechanisms at local Company level. Further, the J&J EWC will exist alongside any current local works councils and in no way detract from the powers with which such local councils are invested according to national legislation. National and European processes will usually run in parallel but independently from each other. Unless otherwise required, they will start with a reasonably close period to each other. The processes can be finalized independently.

The Company wishes to utilize the opportunities provided for in this Agreement to inform covered Employees of its business and social performance, its key plans and likely future prospects as explicitly outlined in this Agreement and to afford Employee Representatives the right of consultation. It is expected that the J&J EWC will create meaningful communication on the matters described in this Agreement and increase awareness among all Employees of the reality of the ever-changing business and regulatory environment in which the Company operates.

This Agreement complies in every respect with Article 6 of the European Works Council Directives, 94/45/EC and 2009/38/EC, and Article 14.1(b) of the Recast European Works Council Directive 2009/38/EC.

ARTICLE 1 - DEFINITIONS

- Company or J&J - The Johnson & Johnson Corporation and its subsidiaries in all European Union countries plus Norway and Switzerland over which Johnson & Johnson exercises majority control.
- Employee - A person working for the Company as defined above. Employees working for joint venture companies in which J&J has a 50% stake should be covered either by this Agreement or by the agreement of the partner company. This will be clarified for each such company by their management and will be notified to the Select Committee.
- Employee Representative - An Employee appointed in accordance with national legislation or elected by Employees to represent them in the J&J EWC.
- J&J EWC - The Johnson & Johnson European Works Council, i.e. the assembly of Employee Representatives mentioned above together with the Management Team.
- Select Committee - Delegation of the Employee Representatives, elected as per Article 4, to represent the J&J EWC in emergency meetings with the Management Team.
- Management Team - Members of the senior executive group of the J&J European countries designated as the management delegation to the J&J EWC.
- Chairperson - Senior J&J executive chairing the J&J EWC.
- Management Coordinator - Director Employee and Labor Relations for J&J in EMEA
- Secretary - Elected chair of the Select Committee and spokesperson of the Employee Representatives
- Information - The transmission of text and data relevant to the meeting subjects specified under Article 6, in order to enable the Employee Representatives to acquaint themselves with the subject matter and to examine it, and enabling them to undertake a thorough assessment of the possible impact. This



means that the Information needs to be given in an appropriate way, at an appropriate time and with an appropriate content so that an appropriate Consultation can be prepared when required. In emergency circumstances, as defined in Article 11, the Information will be considered appropriate when the Information explains the reasons for the proposed action, the potential number of impacted Employees as well as the organizations that might be affected, including any proposed timelines. The Information will be considered sufficient when it provides the Employee Representatives the possibility to give an opinion as referred to in the definition of Consultation. All Information will be provided in English.

Consultation - An exchange of views and a dialogue between the Management Team and the Employee Representatives in an appropriate way and with an appropriate content, so as to enable the Employee Representatives to express an opinion on the basis of the Information provided by the Management Team.

ARTICLE 2 - AGREEMENT SCOPE

This Agreement will cover all of the Company's Employees within the European Union, where the Company has operating entities, plus Switzerland and Norway. As additional countries become full members of the European Union and their governments implement the European Works Council Directives into national legislation, the J&J Employees in those countries will be covered by this Agreement and represented on the J&J EWC in accordance with the terms of this Agreement.

ARTICLE 3 - STRUCTURE OF THE J&J EWC

The J&J EWC will be comprised of:

1. The Management Team chaired by a senior management executive with line experience and current responsibilities within the geographic area covered by this Agreement and the senior European Human Resources leaders.
2. Employee Representatives, who are either appointed in accordance with national legislation or elected by Employees within that country. It is the hope that those elected and appointed will have several years of J&J service, are widely known and respected by their peers, have good communication skills and have real interest in engaging on broader pan European matters. It is also hoped that the Employee Representatives will represent the diversity of the J&J workforce

on the J&J EWC in terms of nationality, gender, position within the Company and ethnic backgrounds.

Selection or appointment of the Employee Representatives to the J&J EWC will occur in accordance with national law and practice within each country. In countries where no legislation exists, the preference is to have Employee Representatives elected by all Employees in that country in a free election.

There will be no discrimination against any Employee Representative in his or her capacity as a delegate to the J&J EWC.

Number of Employee Representatives:

The number of Employee Representatives to the J&J EWC is based on the number of Employees in each country. They will be determined according to the number of Employees in each country as at December 31 of the previous year

100 – 1,000 Employees	= 1 Employee Representative
1,001 – 2,500 Employees	= 2 Employee Representatives
More than 2,500 Employees	= 3 Employee Representatives

Should the annual record of Employees in a country show a decline below a headcount threshold above and thereby suggest a lower number of Employee Representatives for that country on the J&J EWC, then the delegation for that country will be reduced by one (1) Employee Representative at the earlier of (i) the annual EWC meeting of the following year (i.e. about 18 months later), (ii) a resignation of one of the country's Employee Representatives, or (iii) the end of the five (5) year term. Should there be an increase over a headcount threshold above, due to organic growth or acquisition, an additional Employee Representative will be elected/appointed within three (3) months of said acquisition or three (3) months from the time the year-end headcount results are available.

The Management Team and the Select Committee may authorize attendance by Employee Representatives from countries that do not qualify according to the formula above.

The Employee Representatives of the J&J EWC will in the exercise of their functions receive the same protection and guarantees provided for employee representatives by the national legislation and/or practice in their country of employment.



ARTICLE 4 - CHAIRPERSON, MANAGEMENT COORDINATOR, SELECT COMMITTEE & SECRETARY

The Chairperson will be a senior J&J executive with line experience and current responsibilities within the geographic area covered by this Agreement. Prior experience in dealing with works councils, trade unions and other representative bodies is an advantage. The Chairperson will be appointed by the senior Human Resources leaders, for a recommended minimum period of five (5) years.

The Management Coordinator will hold the position of Director of Employee and Labor Relations for J&J in EMEA and will be the primary spokesperson of the Company in its relationship and dealings with the EWC and the Employee Representatives. The Management Coordinator will also take care of managing all initiatives related to the EWC. The term of the Management Coordinator will be for five (5) years unless he/she is being replaced as the Director of Employee and Labor Relations for J&J in EMEA. In such case the successor will become the new Management Coordinator.

A Select Committee of five (5) people, along with a maximum of five (5) alternates, will be selected democratically among the Employee Representatives. The Select Committee will be elected by the Employee Representatives at the annual meeting of the J&J EWC during the second (2nd) year of the Agreement. Such election will take place by secret ballot. In as much as possible a balanced representation of the J&J European workforce into the Select Committee will be looked for. Every Employee Representative has one (1) vote. The term of the Select Committee will be until the next election of the Select Committee. A resigning Select Committee member will be replaced by the alternate with the most votes. It is strongly recommended that all Select Committee members should be able to communicate in English. In addition it is strongly recommended that the members of the Select Committee have prior experience in employee representative roles. The Management Team will cooperate with the Select Committee on all relevant matters in this Agreement and will attempt to gain consensus with the Select Committee with respect to matters contained in Articles 10 and 13.

The Select Committee will elect a Secretary as their chair and primary spokesperson of the Employee Representatives in their relationship and dealings with the EWC and the Company. The term of the Secretary will be for five (5) years unless he/she is being replaced sooner by the Select Committee.

ARTICLE 5 - OFFICE TERM FOR EMPLOYEE REPRESENTATIVES

If an Employee Representative no longer works for the Company, he/she will be replaced in accordance with Article 3. If an appointed J&J EWC member ceases to hold an official position within a

representational body in the member state, he/she will be replaced on the J&J EWC. The term for Employee Representatives on the J&J EWC will be five (5) years, unless replaced earlier.

Employee Representatives who are unable to attend meetings under this Agreement for legitimate reasons may be replaced by a substitute appointed in accordance with Article 3.

ARTICLE 6 - ITEMS OF INFORMATION & CONSULTATION

The Management Team and the Select Committee may make presentations on the following subjects at annual meetings of the J&J EWC, provided such information is pan-European in scope (i.e. affecting more than one hundred and fifty (150) Employees in two (2) or more countries covered by this Agreement), or affects the majority of the Employees in a country. Though some data will inevitably report on recent performance, the intention is to be forward looking.

- o Consolidated WW and European Sales and Income Data
- o Current Marketplace Developments
- o Key Business Plans and Business Outlook
- o Employment Situation
- o Employee Health and Safety
- o Employee Training & Development
- o Information Technology
- o Environmental Performance
- o Planned Investment Projects
- o Organizational developments and structure
- o Material changes in employment conditions, job content, working methods, etc.
- o Downsizings, reorganizations, site closures, material relocations, etc

This list is intended to be comprehensive but additional subjects may be recommended for inclusion on the agenda by the Select Committee.

The Select Committee will also be entitled to request information or presentations anytime about important new (industry or Company) developments or projects without immediate impact but with potential effect on the general working experience of Employees on a large scale (e.g. use of Workday). The Company will not unreasonably withhold its cooperation with such requests.



ARTICLE 7 - CONFIDENTIALITY

If the Company decides to disclose information to the Employee Representatives which is of a confidential nature and identifies it as such, that information will remain confidential and accordingly not be divulged or reflected in the minutes. Attendance at those J&J EWC meetings as well as J&J EWC membership places on all participants the obligation to observe strictest confidentiality in connection with all Company and business secrets in conformity with the national law applicable.

In exceptional circumstances, when the timing of a communication is the key factor in the confidentiality, then the Company will indicate such in writing and a specific timeframe will be agreed upon. Such timeframe will never exceed seventy-two (72) hours and/or any release of information to the local works councils.

ARTICLE 8 - INFORMATION & CONSULTATION PROCESS

- (1) Upon the presentation of Information by the Management Team at the meetings under Articles 9 and 11, the Employee Representatives will have the right to consult with the Management Team about such Information provided always that the Information is pan-European in scope (i.e. affecting more than one hundred and fifty (150) Employees in two (2) or more countries covered by this Agreement), or affects the majority of the Employees in a country. See Appendix 2 – Mandatory Information & Consultation.
- (2) The Company will make all reasonable efforts to provide the Information in a timely and as much as possible standardized fashion. At such moment the Management Team and the Select Committee will discuss the adequacy of the Information and will agree on next steps for the Consultation process, including the form of any follow-up meetings (by conference call, physical meeting, etc). The Select Committee will also have the right to request any intermediate update calls if needed.
- (3) The ultimate goal is for the Employee Representatives to express an opinion at pan-European level (i.e. for the countries covered under this Agreement) based on the Information. The opinion will be delivered in writing by the Secretary. The Management Team will respond to the opinion in writing through the Management Coordinator to the Secretary.
- (4) The target is to have this entire process of Information and Consultation completed within a period of eight (8) weeks. This period can be extended in exceptional circumstances by mutual consent between the Select Committee and the Management Team. Such consent will not be unreasonably withheld. See Appendix 3 – Information & Consultation Process.

- (5) It is recognized that for certain projects the proposed changes may take several years to be implemented and that therefore it is very difficult to predict the potential impact on the Employees at the initial sharing of the Information (because too complex in scope and implementation). In such case the Select Committee and the Management Team will agree on a phased approach starting with a Consultation about the principles and the framework of the project, and subsequently one or more well-defined Consultations as the project is being rolled-out about implementation and potential impact on the Employees. Each of these Consultations will follow the process and timings as described in this article.
- (6) Well-defined projects with a fair assessment of potential impact on the Employees at the initial sharing of the Information will be treated as singular events such as described in Article 11. They will also follow the process and timings as described in this article.
- (7) For a clear understanding, this Agreement has no intent to replace or supersede any local works council consultations, which will be conducted as and when required by local laws..

ARTICLE 9 - FREQUENCY AND DURATION OF MEETINGS

ANNUAL MEETING

The J&J EWC will meet formally once per year around June. The full meeting would typically last three and a half (3 1/2) days. The formal J&J EWC meeting itself will be of two (2) day's duration including meetings for discussion, consultation, feedback and questions. The one day and a half (1 1/2 day) before the formal J&J EWC meeting will be used for special subject reviews, training, education and pre-meetings of the Employee Representatives and the Management Team. Hotel accommodation will be provided for a maximum of four (4) nights.

SELECT COMMITTEE & MANAGEMENT TEAM MEETINGS

The Select Committee and the Management Team will physically meet on two (2) other occasions to follow up on matters arising at the annual meeting and to plan the next annual meeting. These meetings will take place one (1) during the fall and one (1) during the spring. If necessary or requested additional meetings can also be organized via conference call, global connect, skype, etc.



ARTICLE 10 - ESTABLISHMENT OF THE AGENDA FOR THE ANNUAL MEETING

The Management Coordinator will issue the agenda for the annual meeting of the J&J EWC after consultation and agreement with the Select Committee.

The Management Coordinator will announce a date for the initial annual meeting at least two (2) calendar months prior to the actual meeting. This communication will be in writing and sent to the Select Committee and all Employee Representatives. It will contain a proposed Agenda and establish the location of the meeting. The Select Committee, in consultation with the Employee Representatives, may submit proposed items for inclusion into the Agenda, provided the Select Committee does so at least six (6) weeks prior to the meeting date. The Management team and the Select Committee will align on topics and expectations as to content at their fall meeting preceding the annual J&J EWC meeting.

The final Agenda will be determined and issued by the Management Coordinator in writing at least one (1) week prior to the annual meeting. The Company will endeavor to have all presentations available by that date.

A provisional date for the subsequent annual meeting will ideally be selected at the conclusion of each annual meeting.

ARTICLE 11 - EMERGENCY CIRCUMSTANCES

If a singular event will occur affecting the Company's Employees in two (2) or more countries covered under this Agreement which is of an extraordinary nature, i.e. will have a considerable impact on the Employees, defined as loss of jobs (downsizings, site closures, reorganizations, etc) or a substantial change in employment conditions (material relocation, material changes in job content, divestiture, outsourcing, etc) affecting more than one hundred and fifty (150) Employees, or the majority of the Employees in a country, the Management Coordinator will call a meeting to communicate with the Select Committee and if appropriate, Employee Representatives from the affected countries so that the Management Team can inform them of the situation and afford such Employee Representatives and the Select Committee the right of consultation as defined and referred to in Article 8. See Appendix 2 – Mandatory Information & Consultation.

In less significant cases, the Management Coordinator will endeavor to have the Select Committee informed prior to the announcement being released.

ARTICLE 12 - LANGUAGE

The official language of all meetings and communication will be English. Only the annual meeting covered under Article 9 will have simultaneous translation capabilities available as required. The Company may also evaluate new technologies to facilitate translation and dialogue.

All delegates to the J&J EWC requiring English language training are encouraged to receive training and will be entitled to attend a basic communication course in English language with the agreement of their local Company management. The cost of such training will be met by the Company.

This document, the agenda and minutes of the annual meeting will be executed in English and then subsequently translated into all required languages. Minutes of emergency meetings, if relevant and required, will be translated and distributed to affected parties. If there is any dispute or disagreements over the interpretation or application of this Agreement, the English version of this Agreement will be used.

ARTICLE 13 - COMMUNICATION

Appropriate communication methods (e-mail, webex, telephone, conference call, intranet) will be used to inform Employees and the various Companies about the activities of the J&J EWC. All Employee Representatives should have access to a J&J e-mail account.

MINUTES

The Company will take and distribute suitable minutes from the annual meeting to all Employee Representatives and Company management after review by the Select Committee.



EMPLOYEE COMMUNICATIONS

A J&J website has been established and will be used to inform Employees about the Employee Representatives and the activities of the J&J EWC. After the annual meeting, informal communications will be posted to the site along with highlights of the presentations given within a period of two (2) months. In addition a hard copy communique will be prepared by the Chairperson, co-signed by the Chairperson and the Secretary, translated and made available to all Employee Representatives and Companies for communication to Employees across the region. Where formal or legal representation structures exist, the Employee Representatives may communicate and consult with other Employee Representatives in their country in a manner consistent with national practice.

ARTICLE 14 - COSTS

The Company will pay for all reasonable costs associated with the basic functioning of the J&J EWC, including meals, accommodation, external experts, education and translation if and when required in application of this Agreement. Local Company management within each country will assume all responsibilities for travel arrangements and the costs of transportation. All members of the J&J EWC will be guided specifically by the travel policies of the Company.

Appropriate training for the Employee Representatives may be provided by the Company. Any specific training needs should be addressed to the Management Coordinator. Any costs related to such training will be paid for by the Company only if prior written approval was obtained from the Management Coordinator.

ARTICLE 15 - STRUCTURAL CHANGES

(1) In case J&J acquires the majority rights of a company or group of companies with a workforce in a country or countries for which there are no Employee Representatives yet in the J&J EWC, the workforces of the different countries will be represented on the basis of the principles set out in Article 3 of this Agreement. The Employee Representatives will be elected or appointed within three (3) months following the date of the acquisition. J&J will organize the selection process within that period of time. If for reasons which J&J cannot control no specific Employee Representatives come forward within the three (3) month period, this will not be considered a violation of this Agreement.

(2) In case J&J acquires the majority rights of a company or group of companies with a workforce in countries that are already represented on the J&J EWC, the Employee Representatives who are in place

at the moment of the acquisition will equally represent the newly acquired work forces in their respective country or countries.

If the number of Employee Representatives of a given country would be entitled to increase because of the acquisition, the additional Employee Representatives will be selected or appointed within three (3) months following the date of the acquisition. J&J will organize the selection within that period of time. If for reasons that J&J cannot control the mandates are not filled within the three (3) months period, this will not be considered in violation of this Agreement.

In order to determine whether any additional Employee Representatives are required, the principles of Article 3 will be applied.

(3) If J&J acquires the majority rights of a company or group of companies in which a European works council has been in force, the rights which the employees of this company or group of companies may have with respect to their European works council will cease automatically on the date of the acquisition. The workforce of this company or group of companies will be represented in the J&J EWC on the basis of the principles set out above.

(4) If the majority rights of some Companies of the J&J Group are acquired by another company or group of companies, these Companies will no longer be covered by this Agreement as of the date of the acquisition. Employees working in the acquired companies will lose their J&J EWC employee representative capacity as of the date of the acquisition.

ARTICLE 16 - APPLICABLE LAW

This Agreement will be governed by the laws of Belgium.

ARTICLE 17 - EXPERTS

The Employee Representatives will be entitled to utilize expert(s) to assist them in their deliberations at the pre-meeting. The Company will meet the pre-agreed cost of one (1) expert only. If the need arises, consultation with or attendance of an expert at other pre-meetings may be approved by the Management Team. In addition the Company may from time to time call in experts from within the Company to explain particular events and circumstances relevant to Article 6.

It is the explicit desire of both parties to maintain an open and direct dialogue between the Employee Representatives and the Management Team. Unless otherwise agreed between the parties, external

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experts can only be used in preparation of any meetings but they will not be allowed to attend the meetings under Articles 9 and 11.

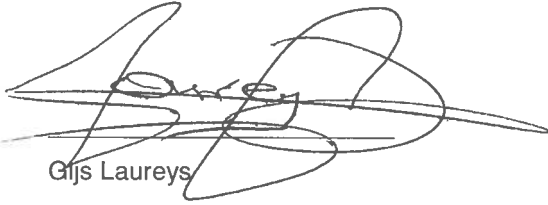
ARTICLE 18 - TERM OF AGREEMENT

This Agreement will go into effect on January 1, 2018 and will remain in effect for a period of five (5) years until December 31, 2022. If the Employee Representatives or the Company have a desire to renegotiate this Agreement, they will inform the other party thereof in writing at the latest six (6) months prior to expiration of the Agreement, and the parties to this Agreement will meet and negotiate in good faith for such purposes. In the absence of such six (6) months advance information or in the absence of a new agreement, this Agreement will be renewed automatically for an additional period of five (5) years.

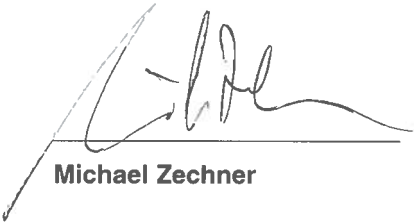
The parties to this Agreement may mutually decide to amend this Agreement at any time. Such amendments will always be in writing.

Signed by the parties hereto and entering into effect on January 1, 2018.

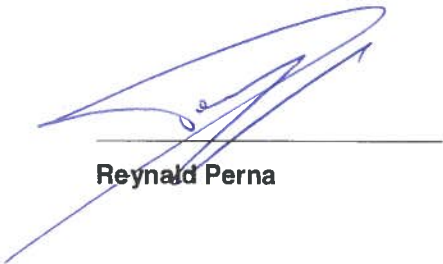
On behalf of the J&J EWC



Gijs Laureys



Michael Zechner



Reynald Perna



Ramsay Darling

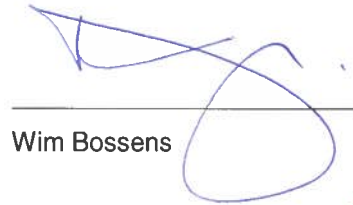
On behalf of the Company



Luca Fogolari



Wijnand de Valk



Wim Bossens



Philippe Persyn

APPENDIX 1

COUNTRIES COVERED BY THIS AGREEMENT AS AT JANUARY 1, 2018

EU Countries

Austria
Belgium
Bulgaria
Cyprus*
Czech Republic
Denmark
Estonia
Finland
France
Germany
Greece
Hungary
Ireland
Italy
Latvia
Lithuania
Luxemburg*
Malta*
Netherlands
Poland
Portugal
Romania
Slovenia
Slovakia
Spain
Sweden
United Kingdom

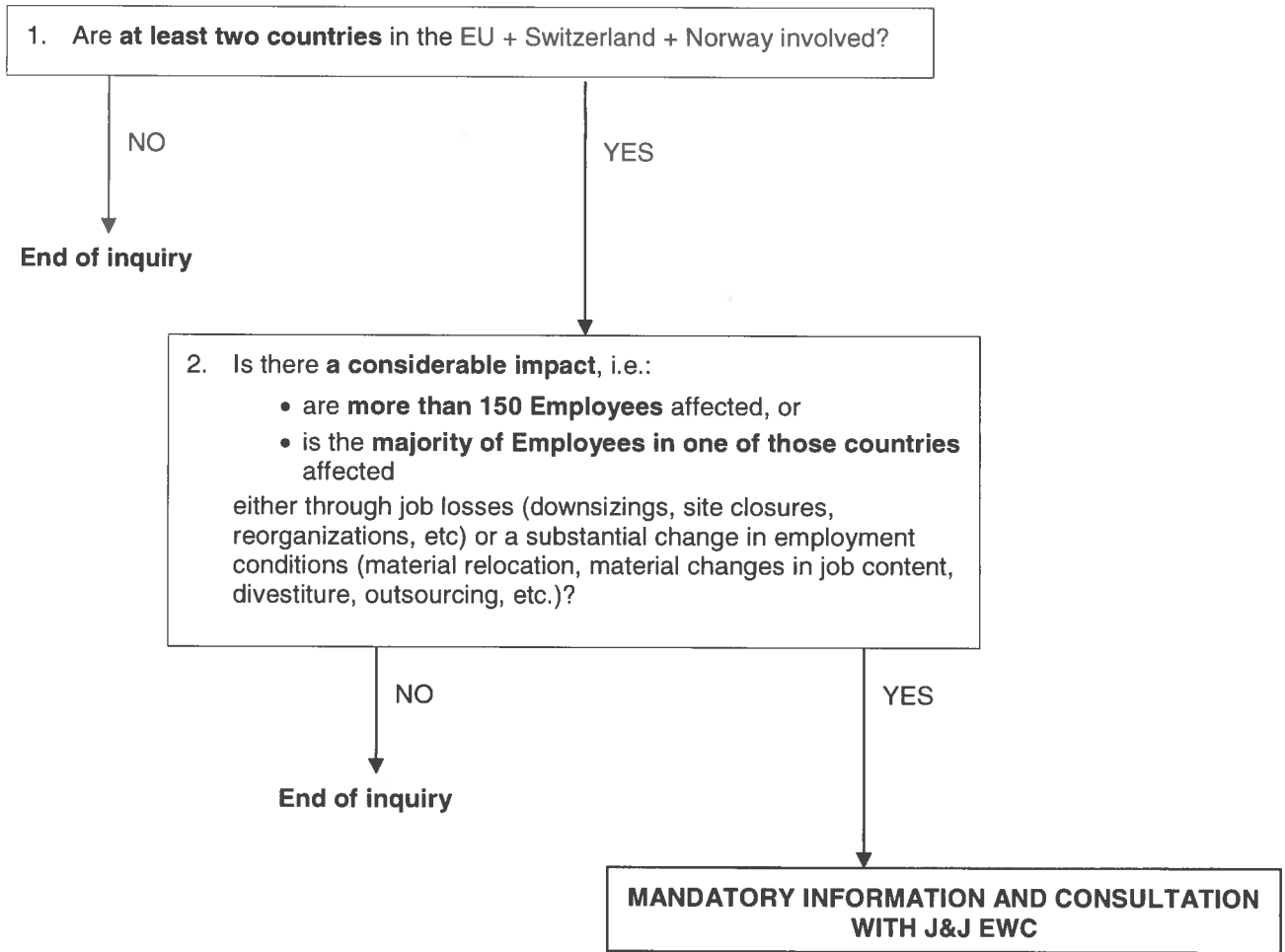
EFTA Countries

Norway
Switzerland

* these countries do not have J&J Employees

APPENDIX 2

ARTICLE 8 & 11 - MANDATORY INFORMATION & CONSULTATION WITH EWC



APPENDIX 3

ARTICLE 8 - INFORMATION & CONSULTATION PROCESS TREE

Ongoing Information Sharing

Information & Consultation Process

