



As announced on 15 February 2016 the Supervisory Board proposes that Mr. Brice Bouffard be appointed as member of the Board of Management for a term of four years, with effect from 29 April 2016. This term will end at the end of the AGM in 2020.

Mr. Bouffard (1970) has most recently worked at Weatherford, a large US based multinational oilfield services company, where he held positions first as Global Vice President Petroleum Consulting and later as Global Vice President Wireline and Testing, a large business with activities in more than 50 countries. Prior to Weatherford, he was Vice President Sales and Marketing at Spectraseis, a company specialized in cutting-edge innovations for seismic monitoring and data processing. He spent the first 13 years of his career at Schlumberger in a range of technical, IT and commercial positions in various countries, mostly within Schlumberger Information Solutions where he was among others responsible for the Information Management global business. His last position at Schlumberger was Continental Europe Sales and Marketing Director. Mr. Bouffard holds master degrees in physics and geophysics. He has the French nationality and has worked in France, Nigeria, Romania, Switzerland, South America, UK and USA.

In the Board of Management, he will take responsibility for the onshore geotechnical activities, to be complemented later this year with the geospatial activities.

Shareholding

Currently Mr. Bouffard holds no Fugro securities.

Main elements Management Services Agreement with Mr. Bouffard

Mr. Bouffard 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. Bouffard. Fugro's remuneration policy as approved by the AGM on 6 May 2014 and amended by the AGM on 30 April 2015, 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 four years. This term starts on 29 April 2016 and will expire at the end of the AGM in 2020. 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) shall amount to EUR 450,000 gross per year.

Annual bonus (Short-Term Incentive)

Mr. Bouffard 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.

Conditional performance shares and conditional performance options (Long-Term Incentive)

Mr. Bouffard is eligible to participate in Fugro's 2014 long-term incentive plan in accordance with the conditions as prescribed by this scheme and Fugro's remuneration policy. The number of conditional performance shares and conditional performance options 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. Bouffard contains an ultimium remedium clause and a claw back clause.

Pension, sickness, disability and death

For the part of salary up till EUR 100,000 Mr. Bouffard shall be included in Fugro's (collective) pension scheme. The payment of the premium shall be on Fugro's account. For the part of salary from EUR 100,000 until EUR 450,000, Mr. Bouffard will receive an age dependent pension contribution paid out as gross salary in line with the arrangement that is applicable to other members of the Board of Management.



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

Severance compensation in case of non-renewal of the appointment or 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. Bouffard, is limited to one time his fixed annual compensation. The same applies in case the agreement is terminated by Mr. Bouffard 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).

Other conditions

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