

Opportunity Model Severance Agreement

THIS AGREEMENT dated December 12, 2023, is by and between Open Society Institute (“Employer,” “OSI,” or “OSF”) and Communications Workers of America, on behalf of itself and its Local 1180 (herein “Union” or “CWA”) (collectively “the Parties”).

IT IS HEREBY AGREED AS FOLLOWS:

Section 1: Term. The terms and conditions set forth in this agreement are in effect until March 31, 2025.

Section 2: Eligibility.

- A. Early Exit: All “impacted” employees, as defined in this Agreement, shall have the opportunity to take this package in advance of the redeployment process. Staff that elect to take this package will be eligible for both the Active Transition Work Period and the Garden Leave period unless the periods are waived pursuant this Agreement. Impacted employees opting for Early Exit are subject to all terms and conditions of OSF’s Early Exit Document (Exhibit A).
- B. Involuntary Process: Eligibility for participation in the terms and conditions set forth in this agreement shall be extended to current employees in the bargaining unit who are designated as “impacted” by OSF or otherwise mutually agreed to by the Parties to be designated as “impacted” during the implementation of the opportunity model and are not placed in a new role pursuant to the provisions of this Agreement.
- C. An employee is impacted as defined in the Redeployment Process (Exhibit B). Any fixed term employee on payroll in an impacted position on December 31, 2023, will be eligible for the same severance as non-fixed term employees.

Section 3: Leave.

- A. Active Transition Work Period: Eligible employees shall receive two (2) months of an Active Transition Work Period. During the Active Transition Work Period, eligible employees will be required to perform active transition services for OSF (which may include, without limitation, the eligible employees’ regular duties).
- B. Garden Leave: At the end of the Active Transition Work Period, eligible employees shall also receive a two (2) month Garden Leave Period. During the Garden Leave Period, eligible employees will not be required to attend or perform work but may be asked to work or consult as needed, and will continue to be considered to be employees of OSF during this time.
- C. Active Transition Work Period and Garden Leave Waiver: The Active Transition Work Period and Garden Leave for an eligible employee may be waived upon mutual

agreement of OSF and the Union, which shall also waive the employee's right to compensation for those periods and begin their severance upon separation.

- D. Critical Staff: OSF may in its evaluation deem an employee as "critical" to the operation of OSF and may delay the start of their Active Transition Work Period, Garden Leave, and Severance provided that the employee has agreed to this delay in writing. OSF shall inform the Union when a staff person is deemed critical.

Section 4: Redeployment Process. If after early exits, there is still a need for reduction in force, the following will apply:

- A. Continued use of temporary agency staff contracted through outside agencies performing bargaining unit work, will be assessed in advance of terminating any unit members. Any bargaining unit work performed by temporary agency staff will be transferred to a bargaining unit title.
- B. Where a role needs to be filled in the bargaining unit and there are impacted employees, including fixed-term employees, who are qualified for the role (as determined by OSF after due consideration of the candidates' qualifications/skills), they will be given preference for the role over any external candidates and any other internal candidates based on the Redeployment Process.
- C. The Redeployment Process is set forth in Exhibit B.
 - 1. The "values self-assessment" process will be conducted in strict compliance with pertinent laws, including but not limited to, the Civil Rights Act of 1964, the Americans with Disabilities Act, the District of Columbia Human Rights Act, the New York State Human Rights Law, and any and all applicable laws. OSF affirms that no employee will be subjected to unlawful discrimination or discrimination in violation of the collective bargaining agreement, whether based on their engagement in or the content of their responses to the assessment. All aspects of this procedure will adhere to and uphold the provisions outlined in these laws to safeguard against any potential bias or discrimination. While the Union has agreed to incorporate this tool as part of the Redeployment Process, in no way signals an agreement on the use of this tool. For the purpose of clarity, the "values self-assessment" will only be used to generate additional interview questions. The employee's responses to the self-assessment will not be made available to hiring managers during redeployment or used in any other manner.
- D. An employee to whom a final job offer has been made has up to five (5) business days to accept the job offer after which it will be considered rejected and will then receive the benefits under this Agreement.
- E. An "impacted" employee who accepts a lower-graded role will receive protection of base pay for twelve (12) months after beginning the new role.

1. To assure a shared understanding of expectations, the manager and the employee will document their commitment to work within the parameters of the role. Employees will be made aware, before they accept any new position, of the salary that will apply for the new role after the pay protection period ends.
 2. Within the first sixty (60) days after the employee accepts the new role, the employee and/or the Union may request a meeting with OSF People and Culture to discuss any particular case-by-case issue with the salary for the new role and to share information regarding how the adjustment to the new salary will be effectuated.
- F. Internal candidates hired into a new role shall be subject to an initial sixty (60) day trial period, which may be extended by an additional sixty (60) days subject to the mutual agreement of the employee and OSF. If either the manager or the employee concludes within the trial period that placement in the role does not meet expectations, the employee will retain access to severance and/or further placement efforts as appropriate within their Active Transition Work Period and Garden Leave.
1. For purposes of job placements described in this Section, required qualifications/skills also include those that an employee currently lacks but reasonably could be expected to acquire with training over a ninety (90) day period. In such circumstances, OSF may unilaterally extend the trial period by an additional sixty (60) days.

Section 5: Severance Payment.

- A. Payout: Severance shall be paid in installments. Eligible employees can opt to receive a lump sum payment of their severance.
- B. Eligible employees shall receive severance in the amount of 1.5 months per year of service, prorated for partial years of service. Eligible employees will be deemed to have a minimum of three (3) years of service (irrespective of actual length of service) and subject to a maximum of twelve (12) years of service (irrespective of service over twelve (12) years), which will result in a minimum of four and a half (4.5) months of severance pay and a maximum of eighteen (18) months of severance pay.
- C. Employees with tenure greater than twelve (12) years of service shall receive a bonus of ten thousand dollars (\$10,000) in addition to their severance amount.
- D. All eligible employees shall be paid for their remaining unused accrued vacation time when their employment ends with OSF.
- E. Years of Service: For purposes of calculating years of service for severance to be paid in connection with this agreement, Years of Service will be defined as the number of years the employee has been employed with OSF, beginning with the date of the employee's hire and ending with the effective date of the employee's termination. A period of continuous service as an employee will include periods of authorized leave, whether paid or unpaid, but does not include periods when the individual was not employed by OSF.

For employees who have been rehired and have prior periods of service with OSF (either as regular employees or fixed-term employees), those prior periods of service will count toward the employee's total Years of Service unless the break in OSF employment was more than six (6) months. For purposes of the preceding sentence, prior periods of service will include employment at an OSF national or regional foundation, the Central European University, or another OSF affiliate within the Open Society Foundations network (as determined by OSF in its discretion). Notwithstanding the foregoing, for purposes of calculating severance, Years of Service will not include any prior period of service that has been compensated in a prior severance payment. Years of Service will be prorated to the nearest day. Independent contractor service will not count toward Years of Service.

Section 6: Healthcare. OSI will cover the employees' full COBRA continuation premiums for at least six (6) months or for the length of their severance period, whichever is greater, for the group health coverage in which they were enrolled immediately before their Separation Date.

Section 7: Benefits. "Impacted" employees, who are within six (6) months of the age and/or service requirement for attaining early retiree or retiree medical and dental benefits eligibility, shall remain on payroll to be eligible for the early retiree and retiree medical and dental benefits. "Impacted" employees are eligible for early retiree medical and dental benefits when i) they have attained the age of 62 and ii) ten (10) full-time Years of Service with OSF. Eligibility of early retiree medical and dental benefits is only applicable for the duration of this Agreement and for involuntary employee separations related to the implementation of the opportunity model. "Impacted" employees are eligible for retiree medical and dental benefits when i) they have attained the age of 65 and ii) seven (7) full-time Years of Service.

Section 8: 403(b) Plan. Eligible employees separated by OSF as part of the implementation of the opportunity model and while this agreement is in effect shall be fully vested in employer contributions to the OSI 403(b) plan.

Section 9: Transition Assistance. OSF shall provide Transition/Outplacement services from a third-party provider selected by OSF that will provide eligible employees with the professional support described herein,

- A. Unlimited coaching sessions for six (6) months;
- B. Access to job search specialists for six (6) months;
- C. A one-year subscription to LinkedIn Premium;
- D. 24/7 access to the outplacement provider's online portal to track progress and access further tools and resources at any time;

- E. Continued access to the online portal with the ability to take free courses after completion of the program, plus access to one (1) free annual coaching session or CV assistance session for a year after the eligible employee's separation date;
- F. No cash in lieu; and
- G. All of the above, unless otherwise stated, must be used by the end of the calendar year following the calendar year in which the employee's separation occurs.

Section 10: Immigration Support.

- A. OSF will provide 30-minute individual briefing sessions with immigration counsel for all sponsored eligible employees to ensure they understand the procedures associated with canceling their work permit and the options available, or not, to remain in the country for work;
- B. OSF will offer up to two (2) hours of individual consultations and support (as distinguished from a briefing or information session), prior to separation from employment;
- C. No cash in lieu; and
- D. All of the above, unless otherwise stated, must use by the end of the calendar year following the calendar year in which separation occurs.

Section 11: Repatriation/Relocation Support. OSF will provide financial support for repatriating and relocating eligible employees who were relocated to work for OSF or an OSF affiliate in their current work location. Relocation benefits will be provided as per OSF's Relocation Support Policy. These eligible relocated employees returning to the country from which they were recruited or another country to which they are eligible to live on a permanent basis shall also be eligible for the benefits outlined in OSF's Relocation Support Policy.

Section 12: Time to Sign and Revoke Separation Agreements. Eligible employees will have forty-five (45) days in which to sign their separation agreement and seven (7) days to revoke after signing. During the forty-five (45) day period, employees shall be provided a description of the program and how it works, including information about the formula to be used to calculate severance, an individualized statement of the severance pay the employee will receive, and all terms and conditions set forth in OSI's Involuntary Separation Plan related to their separation benefits set forth in this agreement.

Section 13: Information Sharing. OSF and the Union shall continue to hold biweekly meetings in order to facilitate knowledge sharing, and navigate challenges that arise during the implementation of the opportunity model. Additional meetings may be requested by either side in the event that additional information or urgent challenges arise.

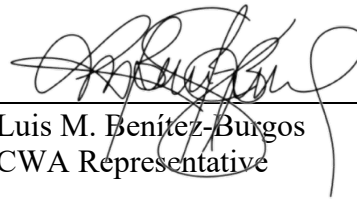
Section 14: Former Employee Applicants. A former eligible employee, who has been separated from OSF under the opportunity model and who files an application for employment during the one-year period after nine (9) months from the employee’s separation date, will be given consideration for vacancies for which they possess the required qualifications, skills and experience. People & Culture will ensure that they identify the applicant as a former employee to the hiring manager for consideration.

Section 15: Miscellaneous.

- A. Current employees, on authorized leaves of absence (e.g., parental, short-term disability, etc.), will be eligible for the provisions of this agreement upon their return. These current employees’ separation dates will not occur during the authorized leave period.
- B. Both parties acknowledge that the implementation of the opportunity model is fluid and that other issues and concerns may arise as the implementation is formalized and decisions are made that are not covered by the terms of this Agreement or the extended Collective Bargaining Agreements. Neither party waives their rights to bargain (to the extent such rights exist) over those issues as they may arise.
- C. Staff employed in OSUS and OSJI will be eligible for the terms and conditions of this Agreement.
- D. If there are layoffs due to economic or operational reasons on or before March 31, 2025, laid-off employees will receive the Severance Payment of Section 5 of this Agreement.

OPEN SOCIETY INSTITUTE

COMMUNICATIONS WORKERS OF AMERICA



Mark Malloch-Brown
President

Luis M. Benítez-Burgos
CWA Representative

Date: January 2, 2024

Date: December 23, 2023

Early Exit (Updated December 2023)

Based on requests from labor groups and non-organized staff around the organization, OSF recognizes that staff members who are identified as impacted by the current transformation might want to leave the organization at an earlier point than expected as part of the proposed separation terms.

OSF has therefore decided to offer early access to the Global Separation Proposal to staff who would like to exit early from the organization, subject to the provisions set out below.

Eligibility:

Early access to the Global Separation Proposal applies to employees who are identified as impacted under the transformation proposals.

It will apply to full-time and part-time staff on regular contracts*, regardless of length of service, whose roles are deemed as impacted. For the avoidance of doubt, any member of staff who is not identified as impacted and wants to leave the organization will need to do so by submitting their resignation in the usual manner and will not be entitled to any separation benefits.

**Applicability will vary jurisdiction by jurisdiction depending on local labor laws.*

Elements of the program:

We refer to the Proposed Global Separation Package (July 2023 – available on Karl or otherwise, depending on your respective jurisdiction), which defines the elements of the proposed Separation Package. All elements and limitations described there will remain available to staff who choose to exit the organization early, subject to amendment, dependent on the circumstances in which they select an early exit as follows:

- Where an employee is identified as impacted and wishes to leave the organization immediately (i.e. they don't want to go through any redeployment process): subject to management approval and the employee giving OSF their contractually required notice period, or where there is no contractual notice period, notice as determined by OSF for the proper transition of the employee's work. Here, the employee would receive the final agreed global severance and a payment in lieu of any unused active notice or garden leave period (i.e. the four-month active notice / garden leave period minus their contractual notice period).
- Where an employee is impacted, goes through the redeployment process and is placed but doesn't want the role and wishes to leave early: they will receive the final negotiated severance amount, they will have to work their two-month active notice period, and they will receive a payment in lieu of the garden leave. They may be able to leave earlier than the end of their two-month active notice period (and receive a payment in lieu for any unused active notice period), subject to management approval.
- Where an employee is impacted, goes through the redeployment process and is not placed and wishes to leave early: they will receive the final negotiated severance amount, they will have to work their two-month active notice period, and they will receive a payment in lieu of the garden leave. They may be able to leave earlier than the

end of their two-month active notice period (and receive a payment in lieu for any unused active notice period), subject to management approval.

Berlin Specific Scenarios:

- Where an employee is impacted and is mapped into a role (as a result of social selection or otherwise) and they wish to leave the organization – they will need to do so by submitting their resignation in the usual manner and will not be entitled to any separation benefits.

- Where an employee is impacted and is not mapped into a role (as a result of social selection or otherwise) and they wish to leave early; they will receive the final negotiated severance amount, they will have to work their two-month active notice period, and they will forfeit the garden leave (and /or any payment in lieu of it). They may be able to leave earlier than the end of their two-month active notice period subject to management approval.

Timing:

Employees are able to make use of the early exit set out above either:

- from the point at which collective consultations are concluded in their respective jurisdiction running up to the point any relevant selection/redeployment process has begun (as set out above); or
- at any point after the relevant selection/redeployment process has concluded;

and in each case subject to the approval of this proposal as part of any applicable consultations. Those jurisdictions where staff are not organized in labor groups will align with the timeline applicable to their jurisdiction.

There will be a short window when employees can file their request to their appropriate Employee Support Services point of contact in [People and Culture Support - Karl \(soros.org\)](https://www.soros.org/peoples-and-culture-support) between the conclusion of the collective consultation and the starting date of the selection process. We anticipate an approximate window of 7 days. Employees will then also be able to file requests after the selection process has concluded; more details (such as the length of the window during which employees can file these requests) will follow closer to the time.

Notes:

Severance payment under this proposal will be deemed to include any separation payments to which the employee may be entitled under applicable law or contract. If any employee is entitled by law or contract to separation pay or benefits in excess of those that are offered, they will only receive the larger separation package that the employee is entitled to by law or contract.

This proposal constitutes a voluntary offer from OSF. However, in the jurisdictions where we have staff representative groups, it might become subject to finalization following compliance with the relevant local consultation and/or bargaining requirements.

EXHIBIT B

¹Redeployment Process

(Subject to jurisdiction-specific adjustments for local law and Labor Group consultation)

This process applies to all staff whose roles are identified as impacted, that is, at risk of redundancy because of Open Society’s upcoming proposed changes. Please note that this process supersedes any previous transformation-related SAE or EOP process documents (except where those continue to apply by prior agreement). It is subject to the outcome of employee and labor group consultation in relevant countries.

During its change process, Open Society expects to eliminate certain roles, while also establishing and filling new positions in line with our opportunity model for the future. The Redeployment Process set out in this document is designed to prioritize and place – where possible – employees who are impacted by any of the eventual changes to the workforce into alternative roles.

The goal of the Redeployment Process is to redeploy our people by selecting the best-qualified individual for each vacancy in a rigorous, objective, and equitable manner.

For all roles that need to be filled in connection with the change process, internal candidates who are deemed impacted, and who meet the eligibility criteria for the role (as set out in further detail below), will be given preference over external candidates and internal candidates who are not deemed impacted.

Whilst in previous transformation efforts the Redeployment Process relied on a CV-based placement process, this time we intend to employ more typical selection and recruitment processes.

Workforce Planning and Eligibility

A comprehensive workforce planning exercise has been conducted to identify staffing needs for the new operating model. This has produced a clear picture of the number and type of roles we believe are required in programs, strategic capabilities, operations and the executive office, and where those jobs are anticipated to be located.

¹ *NOTE: The determination of an employee's eligibility to participate in the Redeployment Process remains at OSF's discretion (save as otherwise required by local law). The Redeployment Process does not constitute a contractual entitlement and OSF reserves the right to modify, adjust and/or cancel the process at its discretion and without any liability (save as otherwise required by local law).*

The new organizational structure we envisage will also see the introduction of detailed job descriptions for each individual role (instead of generic job profiles and job advert postings). Some job descriptions are anticipated to remain the same (or broadly the same) as the content of the role is not anticipated to change, whilst there are also new roles which require new job descriptions. New roles are defined as those whose content has changed more than 20% compared to the current content of an existing role.

How to establish if an employee is impacted?

An employee is impacted if any or all of the following apply:

- The job description has changed by 20% or more.
- There are fewer staff in the same position, with the same job description, than currently exist in your jurisdiction.
- The position has been relocated to another jurisdiction.

If all three factors above do not apply to an employee, then they are not impacted.

What about early exits?

Based on feedback from both labor groups and non-organized staff Open Society has recognized that staff who are identified as impacted by the current transformation may wish to leave the organization before the commencement of the Redeployment Process.

Subject to consultation (in certain jurisdictions only), Open Society has therefore decided to offer early access to the Global Separation Proposal to impacted staff who would like to leave the organization early, subject to them first having been formally notified that their role has been deemed impacted and also subject to the remaining provisions set out in the Early Exit policy.

Fixed Term Employees

As we are taking a jurisdiction-by-jurisdiction approach, the following guidelines will apply to this transformation:

UK:

Role Identified as Impacted

If an employee on a fixed term contract is notified that they are impacted as part of the new organizational changes, they will be allowed to participate in the Redeployment process in the same way as any other impacted employee in the UK.

Fixed term employees who are deemed impacted will be treated as “regular” employees in all respects for purposes of placement and related severance

benefits if not successfully placed. Where the impacted fixed term employee does not accept an offer under the Redeployment Process, or is unsuccessful in securing a new position, their fixed term position may be allowed to run in accordance with the terms of their contract or at OSF's discretion it may be ended early, and the employee will be entitled to the global severance package.

Role Not Identified as Impacted

If the position of a fixed term employee is not deemed impacted, the contract will continue in line with its terms and the employee will be entitled to any redeployment efforts and/or severance benefits on their eventual termination date as required by local law or contract. To avoid doubt, they will not be eligible for the global severance package.

Fixed Term Expires Before Notification of Impacted/Not Impacted Status

If a fixed term contract expires before employees are formally notified of their impacted status, the contract will expire in accordance with its terms and the incumbent will not be eligible for any redeployment efforts or other benefits save as may otherwise be required by local law.

Notification in this context means an individualized communication from OSF to the employee confirming that their role is impacted and is proposed to end early.

US

Role Identified as Impacted

If employees on fixed term contracts are notified that they are impacted, they will be allowed to participate in the Redeployment Process. Where an impacted fixed term employee in this category does not accept an offer, or is unsuccessful in securing a new position, their fixed term position may be allowed to run in accordance with the contract duration or may be terminated on a date that is earlier than the expiration of their contract and the employee will be entitled to the global severance package, if they are a member of CWA. If they are not a member of CWA, they will only be entitled to any benefits as required by local law or contract.

Role Not Identified as Impacted

If the position of a fixed term employee is not impacted as described above, the position will be allowed to run in accordance with the terms of the incumbent's contract or will be ended early and the employee will be entitled to any severance benefits as required by local law or contract.

Fixed Term Expires Before Notification of Impacted/Not Impacted Status

If a fixed term contract expires before employees are formally notified of their impacted status, the contract will expire in accordance with its terms and the incumbent will not be eligible for redeployment and related benefits.

Bogota, Rio de Janeiro and Mexico City

Role Identified as Impacted

If employees on fixed term contracts are notified that they are impacted, they will be allowed to participate in the Redeployment Process. Where an impacted fixed term employee in this category does not accept an offer, or is unsuccessful in securing a new role, their fixed term position may be allowed to run in accordance with the contract duration or may be concluded on a date that is earlier than the expiration of their contract and the employee will be entitled to any benefits and/or severance as required by local law or contract.

Role Not Identified as Impacted

If the position of a fixed term employee is not impacted as described above, the position will be allowed to run in accordance with the terms of the incumbent's contract or will be ended early and the employee will be entitled to any benefits and/or severance as required by local law or contract.

Fixed Term Expires Before Notification of Impacted/Not Impacted Status

If a fixed term contract expires before employees are formally notified of their impacted status, the contract will expire in accordance with its terms and/or local law, and the incumbent will not be eligible for redeployment and related benefits.

Applying for positions

All vacant positions will be posted on Workday, with the full job descriptions, including specific information such as role level, grade, purpose; responsibilities; internal and external stakeholders; qualifications and experiences required; functional and personal competencies.

Impacted employees who wish to be placed in a new role at Open Society will submit an updated CV via Workday for their preferred vacant positions that are available in their current jurisdiction. CVs will be used as the basis of the initial assessment of an employee's candidacy relative to positions applied for. CV writing services will be available to all employees before and during the CV application process.

Location of positions. Most positions are location specific or limited to a specific set of locations. Access via Workday to view, and then apply for, positions will be limited to those roles available in your location. Please note there will be very few roles with multiple locations applicable.

Relocation. Relocation assistance will not be offered. This reflects the fact that, under the Redeployment Process, staff will only be able to apply for roles based in the jurisdiction where they are currently located. Staff will be able to apply for roles in other jurisdictions that have not been filled through the Redeployment process, but only once those roles are opened for applications and subject to the member of staff having the right to work in the relevant jurisdiction as OSF will not provide any relocation assistance.

Selection Process

The review of candidates will be managed by People & Culture (P&C). The selection process has changed since the previous transformation and is aligned with a full recruitment and selection process. The People & Culture Talent Acquisition team will facilitate the end-to-end process including the panel interviews.

The selection process aligns with a full recruitment and selection process. It will be led by P&C's Talent Acquisition team. The process will include the submission of an application via Workday, an initial review of whether the applicant meets the minimum requirements of the role, completion of our new values self-assessment for those who are shortlisted for panel interview, and the final stage being a panel interview. A consistent scoring rubric is applied to all panel interviews. Please note that performance management information is not included in the selection process for any role.

Below are the specifics relating to each part of the selection process:

- **CV application:** all applications must be made via Workday, our P&C system of record. Roles will only be available in the location in which the employee is located. **There will be a minimum requirements CV review at this stage, led by the P&C team, against the essential requirements of the role.**
- **Values self-assessment.** We have introduced our values self-assessment process to support the launch of Open Society's values. To progress to interview panel, this is a required process step. There are no right or wrong answers in the self-assessment process; this is not a technical or ability test. The format and purpose of the values self-assessment is set out on Karl. Please note the values self-assessment will only need to be completed once i.e., if you progress to panel stage for two positions then the values self-assessment only needs to be completed one time.
- **Panel Interview:** At a minimum, two representative members of the hiring team will lead the panel interview assessment, which will be facilitated by Talent Acquisition. This will be split into two parts:
 - 1) structured interview questions based on your self-reported

responses to our values self-assessment; and

2) technical questions relating to the specifics of the position.

- **Scoring matrix:** A standard scoring rubric has been designed to ensure all panel interviews are recorded fairly, consistently and with the same scoring mechanism.

Once the panel interviews are completed for each role, in each location, then the decision on who is offered the position will be reached and documented. Additional considerations may be required at OSF's discretion and/or as may be required by local law, and this will be managed on a jurisdiction-by-jurisdiction basis.

Hiring

Following the panel interview decision as to the most suitable employee for a role, The P&C Talent Acquisition and Compensation teams will prepare an offer for the chosen candidate. A review of the employees' existing compensation will be factored into the offer that is made, in combination with Open Society's standard salary determination principles.

- **Pay protection.** There is no salary protection applicable for any placements under this process except for where there is a legal obligation to do so. Employees will need to accept that they apply for and accept any given role at the salary and grade which is being offered and may be required to enter into a new contract or contract addendum signed in line with local requirements.

▲ After the placement process, any individual not offered a new role, or who rejects an offer and does not accept any others, will be offered a separation package in line with the final agreed global severance package applicable to this restructuring (subject to any requirements under local law).

During active notice and garden leave, impacted employees who have not been placed under the Redeployment Process are also eligible to apply for any other roles that are vacant in the organization, subject to the member of staff having the right to work in the relevant jurisdiction as OSF will not provide any relocation assistance. If they accept another role, they will no longer leave the organization and so will no longer be eligible for any severance payment or benefits.

Transition Period

Internal candidates hired into a new role shall have an initial 60-day trial period, if permitted in the relevant jurisdiction. The 60-day trial period may be extended by up to an additional 60 days at the discretion of the manager subject to the agreement of Open Society's P&C team and if permitted in the relevant

jurisdiction. If the manager or the employee concludes within the trial period (including any extension to that period) that placement in the role does not meet expectations, the employee will retain access to severance and/or further placement efforts as appropriate.

Additional Labor Law Considerations in Certain Jurisdictions

Where applicable, staff will receive priority with regard to existing vacancies that could constitute suitable alternative employment for them, as required by applicable law. These considerations include staff who are pregnant or on maternity, adoption, shared or regular parental leave, staff with severe disability, and other characteristics protected by labor laws for these purposes in the relevant jurisdiction.

Re-hire eligibility

Impacted employees who are not placed under the Redeployment Process and leave the organization with the final agreed global severance package will not be eligible for re-employment or re-engagement by any OSF entity for 12 months from the last day of employment. This will apply to all re-hires, including those seeking re-engagement via a third-party vendor or as consultants.

Footnotes

- 1) *Open Society U.S. is not included in the change to transition into the opportunity model until early 2025.*
- 2) *Separate re-hire provisions apply to members of the CWA union.*
- 3) *The Redeployment Process does not apply to employees based in Berlin.*