

SERVICES CONTRACT

The undersigned:

1. **Philips Lighting N.V.** with corporate seat in Eindhoven, the Netherlands and address at High Tech Campus 45 (5656 AE) in Eindhoven, hereby duly represented by Messrs E.H.E. Rondolat and C.L. van Schooten (the "**Company**");

and

2. Mr **Stéphane Rougeot**, (the "**Director**");

whereas:

- a) this services contract is subject to the appointment of the Director as member of the Board of Management (*statutair directeur*) of the Company by shareholders' resolution which is expected to be taken in May 2017;
- b) this contract enters into force on the date per which the Director is appointed as member of the Board of Management by the General meeting of Shareholders of the Company (the "**Commencement Date**");
- c) Parties acknowledge that the employment contract they entered into on 1 September 2016 is terminated as from the Commencement Date;
- d) in this Contract the Company and the Director are together referred to as the "**Parties**" and each as a "**Party**".

have agreed as follows:

1. Commencement of Engagement

- a. Subject to the terms and conditions of this contract for the provision of services (the "**Contract**") the Company hereby engages the Director as independent contractor starting on the Commencement Date to fulfill the role of member of the Board of Management of the Company. In his capacity as member of the Board of Management of the Company the Director will have and observe all rights and obligations pursuant to the articles of association of the Company, the Rules of Procedure of the Board of Management and statutory provisions. By signing this Contract, the Director declares that he has received a copy of the Company's articles of association and abovementioned Rules of Procedure and that he is familiar with their content.

- b. This Contract is a contract for the provision of services, as defined in articles 7:400 and further of the Dutch Civil Code ("**DCC**"). The Director acknowledges and agrees that, pursuant to article 2:132 section 3 DCC, his relationship with the Company and/or this Contract cannot be regarded an employment agreement as defined in article 7:610 DCC and further.

2. Duration of the Engagement

- a. The Contract shall be entered into for a fixed period of time. The Contract shall start on the Commencement Date and shall terminate by operation of law, without any prior notice being required, on the date of the Annual General Meeting of Shareholders of the Company in the fourth calendar year following the Commencement Date (the "**Contract End Date**").
- b. No later than six months before the Contract End Date the Parties will discuss a possible extension of the Contract. The Contract will terminate in any event, without prior notice of termination being required, at the first day of the month following the month in which the Director has reached the state pension age based on the AOW ("*Algemene Ouderdomswet*") or future legislation amending the state pension age based on the AOW.
- c. Both Parties shall have the right to terminate this Contract before the Contract End Date or (if renewed) before any later Contract expiration date against the end of a calendar month by giving written notice of termination. In this respect, the Parties agree to adhere to a notice period of six (6) months. If notice of termination is given by a Party for urgent cause ('*dringende reden*'), no notice period applies for the Party giving notice. For the definition of urgent cause ('*dringende reden*'), reference is made to article 7:678 DCC and further.
- d. If the Director is dismissed by the General Meeting of Shareholders of the Company, or if he resigns, as member of the Board of Management of the Company this Contract is terminated by operation of law without any prior notice of termination being required, which termination shall take effect (i) as per the date six (6) months after the end of the calendar month in which the General Meeting of Shareholders has adopted the resolution pursuant to which the Director is dismissed as member of the Board of Management of the Company, or, as the case may be, (ii) as per the date six (6) months after the end of the calendar month in which the Director has submitted his written resignation as member of the Board of Management of the Company.

In deviation from the previous sentence, this Contract shall terminate with immediate effect as from the date per which (i) the General Meeting of Shareholders has dismissed the Director as member of the Board of Management of the Company, or, as the case may be, (ii) the Director has resigned as member of the Board of Management of the Company, in the event such dismissal or resignation (as the case may be) is given/made for urgent cause ('*dringende reden*'). For the definition of urgent cause ('*dringende reden*'), reference is made to article 7:678 DCC and further.

- e. In deviation from clause 2 (c), the Company cannot terminate this Contract during the first two (2) years of sickness or incapacity for work (although it can already give notice of termination), except when notice of termination is given by the Company (i) for urgent cause ('*dringende reden*') or (ii) prior to the first day of sickness/incapacity for work. In deviation from clause 2 (d), in the event of the Director's dismissal as member of the Board of Management of the Company by the General Meeting of Shareholders during sickness or incapacity for work other than for urgent cause ('*dringende reden*') and after the first day of sickness/incapacity for work, this Contract shall terminate at the later of (i) the date which is six (6) months after the end of the calendar month in which the General Meeting of Shareholders has adopted the resolution pursuant to which the Director is dismissed as member of the Board of Management of the Company, or (ii) the date of the Director's recovery from sickness/incapacity for work, but no later than at the date on which the incapacity for work has lasted for two (2) years. For the definition of urgent cause ('*dringende reden*'), reference is made to article 7:678 DCC and further. The Parties acknowledge and agree that this clause does not prevent the competent body from dismissing the Director as member of the Board of Management of the Company.
- f. If the Contract is terminated at the initiative of the Company (whereby the Director's dismissal by the General Meeting of Shareholders as member of the Board of Management of the Company shall be deemed a termination "at the initiative of the Company" for the purposes of this clause) or by mutual agreement (at the initiative of the Company) before the Contract End Date, or before any other expiration date if the Contract has been renewed, other than for urgent cause ('*dringende reden*'), the Director shall be entitled to a one off compensation in the amount of one time the Annual Base Compensation as defined in clause 3 hereof. For the definition of urgent cause ('*dringende reden*'), reference is made to article 7:678 DCC and further. The Director shall not be entitled to such payment if the Contract is terminated immediately following a period of long lasting sickness or disability which has lasted two years or longer (periods of incapacity for work that follow one another at intervals of less than four weeks shall be deemed one consecutive period of incapacity for work for the purposes of this clause).
- g. If the Company does not elect to renew the Contract (e.g., because the Director is not re-appointed by the General Meeting of Shareholders of the Company as member of the Board of Management of the Company upon expiration of the term of appointment) the Director shall not be entitled to the compensation referred to above under f. but shall instead be entitled to a lump sum of one time the Annual Base Compensation divided by 12, times the number of months the Director still has to serve before reaching the state pension age based on the AOW ("*Algemene Ouderdomswet*") or future legislation amending the state pension age based on the AOW, with a maximum of one time the Annual Base Compensation.

- h. In case of termination of the Contract, the Director will resign, with effect from a date to be determined by the Company but ultimately per the effective date of such termination, as member of the Board of Management and, in direct relation thereto, as member of any board or supervisory board of any and all companies affiliated to the Company.
- i. The compensation as referred to in paragraphs f) and g) above, shall be deemed to include any amounts that may be payable to the Director in connection with the enforcement of the non-competition clause as set forth in this agreement that are – mutatis mutandis – applicable to the Director.

Any other compensation/severance/damages payable to the Director by the Company in relation to the termination of this agreement in addition to the once-only compensation mentioned in this clause shall be deducted from/set off against the once-only compensation mentioned in this clause.

3. Compensation

The annual compensation as of the Commencement Date amounts to EUR 550,000 gross, which amount includes holiday allowances, to be paid in twelve equal monthly installments after deduction of the statutory tax and social security premiums to be withheld by the Company. Annual review and subsequent upwards adjustment, if any, of the annual compensation, will be determined at the discretion of the Supervisory Board of the Company and on the advice of the Remuneration Committee of the Supervisory Board. Only compensation increases determined and approved by the Supervisory Board will replace the compensation amount mentioned above. The Director will be informed in writing by means of a compensation statement. The annual compensation as may be amended on the basis of this clause from time to time shall be referred to as the **Annual Base Compensation**.

4. Application of the 30%-ruling

Subject to confirmation of the tax authorities, the Company considers the 'so-called 30%-ruling' applicable to the Director under the current tax regulations.

The current 30%-ruling allows the Company, during a period of maximum 8 years to pay to the Director approximately 30% of practically all remuneration in the form of a tax-free compensation for so-called 'extra territorial costs'.

The termination or amendment of a 30%-ruling will not result in any financial obligation on the part of the Company.

The Company's tax advisors will assist the Director in filing his annual Dutch tax return and will assist and advise the Director in other tax matters.

5. Annual Incentive

In addition to the Annual Base Compensation, the Director shall be eligible each year for an annual incentive, subject to certain targets being met. This incentive shall be determined annually by the Supervisory Board. The Director shall be notified in writing of these annual incentive targets.

The on-target (= 100% score) annual incentive amount to be realized by the Director for a full year of service is currently set by the Supervisory Board at 60% of the Annual Base Salary. For the years after, the above on-target percentage shall be determined by the Supervisory Board.

The Supervisory Board shall determine in its sole reasonable discretion to what extent the annual incentive targets have been met.

6. Long Term Incentive Plan

The Director is eligible to participate in a Long Term Incentive Plan applicable to the members of the Board of Management of the Company from time to time. Such a Plan requires the prior approval of the Company's General Meeting of Shareholders.

The Company can decide by discretion to grant long term incentive and/or other equity related incentives on a year-to-year basis. The grant value of LTI awards will be determined and approved by the Company. The final value of any LTI award may be greater than or less than the initial value granted depending on Company performance. The design, establishment and continuation of a LTI Plan, including guideline grant levels, are reviewed each year and are subject to change.

Currently, the plan governing LTI awards is under review. It is expected that this plan will be submitted for approval to the General Meeting of Shareholders of Philips Lighting N.V. in 2017 (the "Philips Lighting LTI Plan").

Subject to the terms and conditions of such a Plan, the on-target grant value is expected to be set at 80% of the Annual Base Compensation.

All LTI grants are subject to the terms and conditions of the applicable LTI Plan and will be subject to approval of the applicable corporate bodies of the Company and Philips Lighting N.V.

Company shares held by the Director shall be retained for a period of at least five years or until at least the last day of this agreement if that period is shorter and may be subject to further ownership guidelines to be set by the Company.

7. Claw back

The Supervisory Board may in its sole discretion but acting in good faith, resolve to recoup some or all of the incentive compensation -including any benefits derived therefrom- in all appropriate cases (taking into account all relevant factors, including whether the assertion of a recoupment claim may in its opinion prejudice the interests of the Company and its group companies in any related proceeding or investigation), granted to you as an Annual Incentive, as Performance Shares grants, as shares acquired by you under such grants, as other equity related incentive or otherwise (hereinafter referred to as '**Incentive Compensation**'), if:

- a. The Incentive Compensation has been paid, granted, vested and/or delivered on the basis of incorrect financial or other data; or
- b. In assessing the extent to which the relevant performance conditions and/or targets in relation to the payment, grant, vesting and/or delivery of the Incentive Compensation was satisfied, such assessment was based on an error, inaccurate or misleading information or assumptions and that such error, information or assumptions would have resulted or did in fact result either directly or indirectly in that payment, grant, vesting and/or delivery (or being capable thereof) to a greater degree than would have been the case had that error not been made; or
- c. There are circumstances which would allow the Company to terminate this Contract for urgent cause ('*dringende reden*') (whereby for the definition of urgent cause ('*dringende reden*') reference is made to article 7:677 DCC and further), where such circumstances arose in, or related to, a period relevant to the date of payment, grant, vesting and/or delivery; or
- d. You were involved in, or directly or indirectly responsible for a serious violation of the Philips Lighting General Business Principles or applicable law; or
- e. The Company or the business unit in which you work/worked, or for which you were responsible, suffered a material failure of risk management, or
- f. Something which occurred in the period relevant to the payment, grant, vesting and/or delivery has a sufficiently significant impact on the reputation of the Company or its group members to justify the operation of a recoupment claim.

By accepting a payment, grant, vesting and/or delivery of the Incentive Compensation, you agree to fully co-operate with the Company in order to give effect to this clause.

Furthermore by accepting any payment, grant, vesting and/or delivery of the Incentive Compensation you provide an irrevocable power of attorney to the Company to transfer any shares held by you in the account administered by the Company's global plan administrator and to perform any other acts necessary or desirable to give effect to this clause. This power of attorney is governed by Dutch law exclusively.

8. Pension Rights

As from the Commencement Date, the Director shall be included in the Pension Regulations of “Stichting Philips Pensioenfond” applicable to executives, in respect of the pensionable salary up to the current statutory limit of EUR 103,317 which may change from time to time (“**Statutory Pensionable Salary**”) if and as soon as he meets the requirements set out in those pension regulations.

In respect of the pensionable salary exceeding the Statutory Pensionable Salary, the Director shall be entitled to the pension allowance in accordance with the rules and conditions governing this pension allowance. The level of the pension allowance is and remains at the discretion of the Company. Currently, the pension allowance for the part of the Annual Base Compensation exceeding the Statutory Pensionable Salary is set at 25% of the Annual Base Compensation exceeding the Statutory Pensionable Salary.

9. Relocation Budget

The Director is eligible to the relocation arrangement as mentioned hereafter:

- **Housing & travel allowance:** the Director will receive a monthly allowance of EUR 5,000 net that can be used to finance suitable accommodation in The Netherlands and to finance return flights Amsterdam-Paris.
- Three years after the Director’s commencement date (1 September 2016), the Parties will review the Director’s preferred living conditions and discuss whether the above arrangement needs to be continued.

10. Car/Mobility Allowance

The Director is entitled to a monthly Car/Mobility Allowance amounting to EUR 2,630 The Car/Mobility allowance can be used for a leased company car or to be paid out in monthly (gross) installments.

The Director's current personal contribution, if any, will be recalculated as per the Commencement Date.

11. Allowance

- **Business Entertainment Expenses Allowance**
With respect to the position within the Company, the Director may be eligible for a fixed allowance for business entertainment expenses. Currently the tax-free allowance in this case is EUR 6,000 per annum. This sum is meant to enable the Director amongst others to cover the expenses he incurs in entertaining guests on behalf of the Company.

The above-mentioned allowance will be paid in four equal installments at the end of each quarter.

Parties agree that changes in fiscal legislation could make it necessary or desirable for the Company to change the above arrangement.

12. Senior Executive Ambassador Program

The Director is invited to participate in the Koninklijke Philips NV Senior Executive Ambassador Program to use Philips products that will be made available to him at his home, for as long as the majority of the shares in the Company is being held by Koninklijke Philips NV. The Director is not entitled to any compensation in case his participation in this program is terminated.

13. Insurances

a. Accident Insurance

The Director will be covered by a 24-hours accident insurance policy. The maximum sum insured is three times the gross Annual Base Compensation.

b. Directors and Officers Liability Insurance

The Director will be an Insured Person under the Directors and Officers liability insurance taken out by the Company. Subject to its terms and conditions, the Directors and Officers liability insurance policy protects the Director's personal assets against liabilities and reimburse defense costs that arise based on the Director's acts or omissions in his capacity as member of the Board of Management and Executive Committee. A copy of the Directors and Officers liability insurance policy (or a summary thereof) will be made available upon the Director's request.

14. Incapacity for work

The present Company policy with regard to incapacity for work or sickness is that for a maximum period of three years from the start of disablement, but at the very latest up to the end of the Contract, the balance between the Annual Base Compensation at the start of the total disability and the aggregate amount of any statutory allowance distributed to the Director on account of the total disablement together with possible allowances distributed for the same reason by the Philips Pension Fund will - subject to the Director's compliance with the Company's directives - be paid by the Company.

The Company shall not be bound by the above obligation if the Director has a claim against third parties in respect of his disablement. Upon surrender to the Company of such claim - in so far as it relates to loss of Annual Base Compensation - an amount equal to the above balance shall - but for no longer than the period stated in the foregoing paragraph - be paid by the Company in advance.

This policy is subject to change at the discretion of the Company. No compensation will be paid in case the new policy is less favorable than the present policy.

15. Holidays

The holiday entitlement for members of the Executive Committee is 25 working days per calendar year.

16. Additional functions

The Director shall notify the Company in writing if he intends to conduct any business activities, either personally or through third parties, or do work or perform services for third parties. If the Company objects to his activities, he shall refrain from conducting or performing those activities.

Without prior written consent of the Company, the Director is prohibited during his engagement with the Company, either directly or indirectly, in the Netherlands or elsewhere, to work in, assist, be connected with, do research for, give advice to, or render services to any enterprise or institution which manufactures, trades in, exploits, or gives advice concerning any products similar or related to those which are manufactured, traded or exploited by the Company or by any enterprise associated with the Company.

17. Non-competition

For a period of one year after the termination of this contract the Director will not, without the Company's prior consent, directly or indirectly:

- carry on similar activities as those carried out for the Company for any other person or company that can be considered as competitor or potential competitor of the Company or any enterprise associated with the Company, as an employee or otherwise;
- have any direct or indirect interest in activities related to the Company's business; and/or
- be involved with any customers and business relations of the Company, in any form whatsoever and whether on the Employee's own behalf or that of third parties.

If and for as long as the Director is bound by the non-competition undertaking in this article, and he is thereby severely restricted in finding employment other than in the service of the Company, the Company shall compensate the Director for the loss of income caused by the enforcement of the non-competition undertaking. The compensation is not due if the termination is a consequence of a seriously culpable act or omission.

If the Director is in breach of this article, he will owe to the Company without any demand or other prior notice from the Company a non-recurrent penalty equal to his last earned annual base salary, to be increased by a penalty of EUR 1,000 for each day, including a portion of a day, that the breach continues. The Company will be entitled to the penalty without prejudice to any claim for performance of the obligations set out in this article. The Company will be entitled to claim damages in addition to this penalty.

18. Non solicitation

Both during the term and for a period of one year after the termination of this contract, the Director shall not, directly nor indirectly, on his own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the Company or any customer of the Company.

19. Personal advantage

The Director is forbidden, in connection with his work in the service of the Company, to accept or claim from third parties, directly or indirectly, any benefit of whatever form or description for his personal advantage.

20. Confidentiality

The Director undertakes to observe confidentiality both during and after his engagement concerning information relating to machinery, patents, drawings, contracts, the Company's organization, suppliers, customers and further all Company matters of confidential nature of which you may be deemed to have knowledge.

He shall obtain prior written approval of the Company for any of his publications, whether verbal or written, which may affect the Company's interests. Such approval shall only be withheld, however, for serious reasons deriving from the said interests.

He shall not use the Company's property, including documents and other data carriers as well as copies thereof, which come into his possession in connection with the performance of his duties, in any other way than for the use intended and shall not keep this property any longer than is necessary to perform your duties. The Director shall in any event hand over or return such property immediately to the Company at the Company's request or, at his own initiative, if this contract has ended.

If information as referred to in this article has been stored in a computer system or has otherwise been stored in a form which does not have to be handed over or returned by the Director pursuant to this article, he shall not keep that information for any period longer than is necessary to perform his duties, and in any event destroy the information immediately at the Company's request or, at his own initiative, if this contract has ended.

21. Intellectual Property

The Director undertakes to inform the Company of all results of work done by him during his engagement, or within one year from the termination thereof, that could give rise, in the Netherlands or elsewhere, to the creation of industrial property rights. For the purpose of this contract, such results shall in any case include inventions, results in the field of industrial design, computer programs (software), teaching and learning systems, and the like. The inventions and other results referred to above belong to the Company.

In the case envisioned in the next paragraph, the appertaining rights, both in the Netherlands and elsewhere, shall be assigned by the Director to the Company or to a third party designated by the Company, in so far at least as such rights do not already accrue to the Company by law or under some other title.

In so far as the rights referred to in the above paragraph do not, in the judgment of the Company, bear any relation to the Company's activities or those of an associated enterprise, the Company shall inform the Director accordingly in writing not later than six months after having received written notification of the relevant results; thereafter the Director shall be at liberty to dispose of the rights as he chooses.

The Director shall be bound, both during his engagement and after the termination thereof, to provide any assistance the Company may require from him with regard to the establishment, use and enforcement of the rights accruing to or assigned to the Company under the first paragraph. All costs arising out of such assistance shall be borne by the Company.

The Company shall not be bound to apply for legal protection of the rights accruing or assigned to it under the first paragraph of this article. In the event of an application for a patent, the Company shall where possible endeavor to have the Director named as the inventor in the patent specification.

22. Penalty clause

If you are in breach of Articles 16, 18, 19, 20 or 21 the Director will owe to the Company without any demand or other prior notice from the Company a non-recurrent penalty equal to his last earned annual base salary from the Company, to be increased by a penalty of EUR 1,000 for each day, including a portion of a day, that the breach continues. The Company will be entitled to the penalty without prejudice to any claim for performance of the obligations set out in Articles 16, 18, 19, 20 or 21.

23. Philips Lighting rules about corporate governance and corporate citizenship

Underpinning the Company's commitment to responsible corporate citizenship, integrity and transparency, the following terms and principles have been set:

- Philips Lighting General Business Principles and several underlying policies;
- Philips Lighting GBP Reporting Policy;
- Rules of Conduct with respect to Inside Information;
- Financial Code of Ethics;
- Procurement Code of Ethics;
- Rules governing Internal and External Directorships.

These terms and principles apply equally to corporate actions and to the behavior of members of the Board of Management in conducting the Company's business. By signing this Contract, the Director declares that he is bound by, and that he shall adhere to and act

according to, the terms and principles mentioned above. The current version of those terms and principles, except for the underlying policies referred to above, are attached as annex to this agreement. The Company may alter the terms and principles unilaterally at its discretion and may establish further principles at its discretion. The latest version of the rules and principles, including the underlying policies referred to above, will be available on the Company's Intranet website (currently published in the IBM Connection's Community of the Lighting Legal Function under "GBP" and "Legal Manual").

With respect to Inside Information the Director is designated as "Qualified Insider".

24. Personal Registration

The Director's data will be recorded in one or more personnel registration systems.

25. Applicable Law and jurisdiction

- a. This Contract is governed by the laws of the Netherlands.
- b. All disputes arising from this Contract, including disputes concerning the existence and validity thereof, shall be resolved in accordance with the Arbitration Rules of the Netherlands Arbitration Institute.

Annexes:

1. Terms and principles as referred to in article 23
 - Philips Lighting General Business Principles
 - Philips Lighting GBP Reporting Policy;
 - Rules of Conduct with respect to Inside Information;
 - Financial Code of Ethics;
 - Procurement Code of Ethics;
 - Rules governing Internal and External Directorships

2. Share ownership guidelines