

Agreement

on the

Deutsche Post DHL Forum

concluded

between

Central Management

and the

European Works Council

Deutsche Post AG

24 May 2012

Where the Agreement mentions employees, employee representatives, managers, manager representatives, spokespersons, chairpersons, participants, specialists, experts, interpreters, project owners, project experts, representatives, speakers, signatories as well as candidates, these refer to both women and men.

Preamble

Deutsche Post DHL (DPDHL) is the world's leading mail and logistics services group. It operates a one-of-a-kind portfolio of logistics (DHL) and communications (Deutsche Post) services, and also takes on social responsibility with a wide variety of programmes and initiatives. DPDHL's objective is to become first choice for customers, employees and investors and to achieve this it follows the guiding principle of "Respect and Results".

In 2000, the European employee representative bodies applied for negotiations under Section 9 of the German European Works Councils Act (EBRG) to set up a European Works Council. The Agreement which resulted came into effect in July 2003 and was amended in June 2008. The amendment of May 2012 is based on the EBRG of 18th June 2011 and the experience gained since the Agreement was made.

The Group respects the right of all employees to elect or appoint employee representative bodies. It deals with all its employees and their representative bodies in a constructive and trusting manner. The DPDHL Forum is a body set up by agreement in terms of the Act on European Works Council (EBRG). With this Agreement, the European Works Council (EWC) and Central Management state their willingness to engage in open dialogue and early information and consultation within the DPDHL Forum. Both partners emphasise that, in line with the guiding principle, economic and social aspects together form the basis for a future-oriented corporate policy. On the basis of this Agreement, central management and the EWC will recognise the differences in their roles, but will also work together constructively to achieve a balance of interests.

1 Area of validity

(1) This Agreement applies to all countries in the European Economic Area (Annex 1). The Select Committee shall have the right to decide on an observer status for additional European countries.

(2) The Agreement shall apply to all employees of Deutsche Post AG and the undertakings controlled by the latter pursuant to § 6 EBRG in accordance with Annex 2, in the area of its territorial application. This group of undertakings is referred to hereinafter as DPDHL.

2 Structure/composition of the DPDHL Forum

(1) The DPDHL Forum is a body composed of both employee and management representatives performing the duties with respect to information and consultation rights in cross-border matters.

(2) The DPDHL Forum has two sub-groups:

- A body of employee representatives, the EWC
- A body of management representatives, the EMF.

2.1 Composition

(1) The number of employee representatives in the DPDHL Forum shall not exceed a total of 50; the total number of management representatives in the DPDHL Forum shall amount to one-third of the total number of members.

(2) Before each term of office, the distribution of elected employee representatives for the countries involved shall be based on an updated distribution key. The key (Annex 3) shall be amended to reach the number of 50 employee representatives.

(3) Every two years, the number of seats for the countries represented shall be assessed and adjusted, based on the latest figures on employees. In the event of significant alterations to employee figures in one country, the number of seats for that country can be adjusted immediately. The decision on this matter shall be taken by the Select Committee.

(4) The calculation of employee figures shall be based on the headcount on December 31st of each year.

2.2 Election and eligibility

(1) Only employees who have been employed by an undertaking of DPDHL for at least one year may stand as candidates for the office of employee representatives in the DPDHL Forum. The one-year period of employment in the undertaking includes periods in which a candidate is employed in an undertaking that is part of DPDHL at the time of the candidacy.

(2) Candidates for the office of employee representative in the DPDHL Forum in one country shall work in different units and have sufficient expertise as regards the situation of the undertaking and its employees, and shall have a commitment to the undertaking.

(3) In the call to election/appointment of employee representatives in the DPDHL Forum (EWC), both management and employee representatives shall underline the role and tasks of the employee representatives in the DPDHL Forum.

(4) The employee representatives in the DPDHL Forum shall be elected/appointed according to the national regulations for implementing the European directive on the establishment of an EWC as enshrined in the national legislation. Responsible national management shall agree with the respective national employee representatives in the DPDHL Forum the details of the election process in compliance with the relevant national regulation.

(5) The following standards will be applied as long as they do not contravene relevant national law.

1. The call for elections/appointment of employee representatives in the DPDHL Forum (EWC) shall be communicated to all employees through the usual communication channels in the language of the country concerned. If no channels exist, they have to be established.
2. DPDHL employees are eligible to nominate themselves or their colleagues as candidates for employee representatives in the DPDHL Forum (EWC).
3. Candidates for employee representatives in the DPDHL Forum (EWC) shall be neither favoured nor discriminated against due to their nomination as candidates to be employee representatives for the DPDHL Forum.
4. Candidates shall be given reasonable opportunity to introduce themselves prior to the elections/appointments.
5. Elections shall be conducted by secret ballots.
6. The results of the elections/appointments shall be communicated to all employees in the relevant country.

(6) The following data shall be recorded and provided to the Select Committee of the DPDHL Forum:

1. the national/local call for election/appointments
2. the names of the participating DPDHL legal entities
3. the number and names of candidates
4. in case of appointments: names of the nominated persons
5. the total number of votes cast
6. the breakdown of votes among the candidates

(7) Should there be justified doubts concerning the legality of the election/appointment of an employee representative in the DPDHL Forum (EWC), the Select Committee may appeal against the election/appointment and initiate its repetition.

(8) Management representatives in the DPDHL Forum (EMF) shall be appointed by central management. They are to work in different business units, regions and func-

tions, must be in a managerial position and must have the necessary expertise as regards transnational issues and corporate policies.

(9) When DPDHL Forum members are elected/appointed, one deputy for each member shall be elected or appointed at the same time, to deputize for the member in the event of the member's absence.

(10) In the call for elections/appointment, each country will be requested to define a procedure according to national legislation for the adjustments of seats due to a decrease or increase of employee numbers during a term of office. The EWC office and Central Management shall be informed about the defined procedure and the results of the elections.

(11) If, within the four-year term of office, an incident should occur which renders it impossible for a member of the DPDHL Forum to remain in office, (e.g. termination of employment), his term of office shall end early. In this event, the member will be replaced by his deputy for the remaining period of office. It is recommended to elect/appoint a new deputy if the remaining period of office amounts to more than six months.

2.3 Term of office

All members of the DPDHL Forum shall be appointed for a four-year term of office, beginning with the constituent meeting of the DPDHL Forum.

2.4 Select Committee and Business Committees

(1) The select committee shall comprise an equal number of employee and management representatives (parity). It shall consist of the chairpersons appointed by each sub-group plus five additional members from both EMF and the EWC. The select committee shall, where possible, be representative of the different divisions.

(2) The two chairpersons shall be jointly responsible for representing the DPDHL Forum externally and in legal matters. They shall co-ordinate the internal affairs of the EMF and the EWC separately and shall represent them externally and legally.

(3) The select committee shall set up business committees for information and consultation purposes (DHL Express, DHL Supply Chain, DHL Global Forwarding/ Freight and Mail). Each business committee shall consist of one select committee member from both the EMF and the EWC and two additional EMF and EWC members, where possible representatives from the relevant business. The business committees shall be headed jointly by one spokesperson from the EWC and one from the EMF.

(4) The business committees shall handle matters that exclusively affect the relevant business.

(5) The members of the business committees shall have the same rights and obligations as the select committee members. The meetings of the business committees shall be conducted in the same way as the meetings of the select committee.

(6) The chairpersons of the select committee shall be entitled to participate in all business committee meetings.

3 Information and Consultation

3.1 Responsibility, information and consultation of the DPDHL Forum

(1) The task of the DPDHL Forum shall be continuous information and consultation.

(2) **Information** for the purpose of this Agreement means the transmission of data by central management or other appropriate level of management to the members of the DPDHL Forum in order to enable them to acquaint themselves with the subject matter and to examine it. Information shall be given at such time, in such fashion and with such content as are appropriate to enable the members of the DPDHL Forum to evaluate the possible effects in detail and, where necessary, to prepare for consultations with the competent organ of the Community-wide undertaking or group of undertakings.

(3) **Consultation** for the purpose of this Agreement means the exchange of views and the dialogue between the members of the DPDHL Forum and central management or other appropriate level of management at such time, in such fashion and with such content as to enable the members of the DPDHL Forum to deliver a statement on the proposed measures that are the subject of the consultation within an appropriate period. This statement should then be able to be taken into account by the Community-wide undertaking or group of undertakings. The consultation process must allow the members of the DPDHL Forum representatives to meet central management and obtain a reasoned response to their statement.

(4) As the bearer of the information and consultation obligations, central management, generally represented by a member of the Deutsche Post DHL board of management, shall inform the DPDHL Forum twice every calendar year about business developments and the prospects of the group of undertakings, provide the required documentation in good time and shall consult on these matters. Consultation shall take place based on information provided by Central Management and questions, issues and statements.

(5) The DPDHL Forum is responsible for matters that affect Community-scale undertakings or Community-scale groups of undertakings as a whole or at least two establishments or two undertakings located in different member states.

(6) The business developments and prospects in accordance with article 4 refer to:

1. Structure and the economic and financial situation of the group of undertakings,
2. The likely development of the business and of production and sales,
3. The employment situation and its probable development,
4. Investments (investment programmes),
5. Fundamental changes in organisation,
6. The introduction of new working and production processes,

7. The relocation of undertakings, establishments or significant parts thereof and the transfer of production,
8. Mergers or divisions of undertakings or establishments,
9. The cutting back or closure of undertakings, establishments or significant parts thereof,
10. Collective redundancies.

The Select Committee shall have the right to add further topics for discussion to the agenda if agreed upon by common consent.

3.2 Extraordinary circumstances

(1) In the event of extraordinary circumstances or decisions which have major impact on the interest of the employees, Central Management has to inform and, on the latter's request, to consult the Select Committee in good time, providing the necessary documents. Extraordinary circumstances are in particular:

1. The relocation of undertakings, establishments or significant parts thereof,
2. The closure of undertakings, establishments or significant parts thereof,
3. Collective redundancies.

(2) Those members of the DPDHL Forum who represent the entities, undertakings or establishments which are directly impacted by the decision shall be invited.

3.3 The information and consultation process

(1) In a spirit of cooperation, the following general principles will apply:

EWC, EMF and Central Management commit themselves to start and to complete the information and consultation process at the earliest time possible.

Central Management notifies the DPDHL Forum of their intentions which impact on employees in the scope of this Agreement at latest at the same time as, and if possible prior to any company announcement.

(2) The DPDHL Forum information and consultation process has two phases:

The **information phase** of the DPDHL Forum starts at the moment the information and consultation documents are submitted to the members of the relevant DPDHL Forum body. The members of the relevant DPDHL Forum body may share these documents with the country employee representatives and employees impacted, evaluate them in detail and collect questions for Central Management. In the first meeting of the relevant DPDHL Forum body, the proposed plan is presented by Central Management by the responsible project owner/project expert. At the end of the first information meeting the two chairpersons of the relevant DPDHL Forum body give an estimate of the expected duration of the information and consultation process. Questions should be sent to Central Management by the EWC or EMF chairperson, within a period to be agreed.

The information phase is finished once all the required documents and responses from Central Management are available. If required, further meetings will be held with

Central Management to complete the information process. The closing of the information phase may not be delayed once the information required has been made available by Central Management and this information has been assessed by the relevant body.

The **consultation phase** starts as soon as possible once the information phase is completed, on the basis of the information available and with the intention of reaching a joint view of the body of the DPDHL Forum involved and of Central Management as well as discussing and reviewing possible alternatives and proposed amendments. Where necessary, other questions should be answered by Central Management or documents should be provided during the consultation phase. At the request of the EWC and/or the EMF, further meetings can be held to continue the consultation process.

The consultation meetings are finished by a joint statement or two separate statements being issued by the chairpersons of the EWC and the EMF. The statements by the EWC and the EMF may include substantive statements, alternative proposals and requests to Central Management. If the closing statements are not presented directly at a meeting, they must be sent to Central Management within a period to be agreed by the two chairpersons.

Central Management makes a decision on the plan in question once the EWC and the EMF have delivered their statement/s, have announced that they do not wish to make a substantive statement or have not sent a statement, all within an agreed period. In its decision-making, Central Management takes into account the statement/s from the EWC and the EMF. The full response to the statement/s is to be given in writing unless the two chairs jointly ask for a meeting. The information and consultation process ends when Central Management responds to the statement/s.

The information and consultation process of the DPDHL Forum starts at the latest at the same time as the information and consultation process at local/national level.

(3) All relevant DPDHL Forum bodies involved in the relevant information and consultation process will receive regular updates following the end of the information and consultation process on the implementation of the measure.

(4) Participants of meetings of the DPDHL Forum and its sub-groups:

Besides the members of the relevant DPDHL Forum body, those members of the DPDHL Forum representing the countries impacted will be invited to participate in the relevant DPDHL Forum body meetings, unless agreed otherwise by the two chairpersons.

3.4 Requirements for the information process

Requirements for informing the DPDHL Forum

Central Management or its representatives provide the information. Information given to the relevant bodies of the DPDHL Forum – orally or in writing - will cover the following points, if applicable, relevant and available.

Project overview

- General introduction to the proposed measure
- Reason for the proposed measure
- Benefits to the company, customers and employees
- Differences compared with the current situation, including an organisation chart of current and future structures
- Alternatives examined
- Relationship of the measure to other projects and programmes
- Countries, sites and units potentially impacted
- Schedules and deadlines regarding further planning, decisions and implementation
- Project owner

Financial and economic background

- **Financial consequences of the measure proposed such as:**
 - Project costs
 - Pay-back period
 - Estimated benefits (financial and non-financial)
 - Cost calculation of possible alternatives (benchmark)
- **Impact on the organisation**
 - Risk assessment of the project
 - Plans to retain knowledge and skills
 - Impact on existing service level
- **Impact on employees**
 - The number of employees potentially impacted (headcount and FTEs; made redundant, retained or reassigned or transferred) per country/site/legal entity and function
 - Support for remaining employees in their new/changed roles
 - Support for employees impacted in securing alternative employment within or outside of DPDHL
 - Information on employment-related agreements in case of a transfer
- **Information and consultation process at national/local level**
 - Dates and timelines for information and consultation at national/local level
 - Social partners at national/local level

4 Meetings

4.1 DPDHL Forum meetings

4.1.1 Chair

DPDHL Forum meetings shall be chaired in partnership by the chairperson of the EMF and the chairperson of the EWC.

4.1.2 Number and length of meetings

The DPDHL Forum shall meet twice per calendar year. The date and venue of each meeting shall be agreed upon by the Select Committee by common consent. A DPDHL Forum meeting lasts two days, including separate preparatory and debriefing meetings of the EWC and the EMF.

Normally, the meetings shall start at 9:00 a.m. and end on the second day at 5:00 p.m., in order to allow most participants to arrive/depart on the day of the event. If required, the participants may arrive/depart the day before or after the meeting. In exceptional circumstances, the Select Committee shall have the right to jointly decide upon an additional meeting day (third day).

4.1.3 Invitations/agenda

The chairpersons of the DPDHL Forum shall issue invitations to the DPDHL Forum meetings. The procedure is described in Annex 4 of this Agreement.

4.1.4 Joint statement

(1) Immediately after a DPDHL Forum meeting the two chairpersons shall issue a joint statement.

(2) The EMF and EWC shall have the right to draft unilateral statements. All statements covered by sentence 1 and 2 shall be disclosed to all employees in the area of this Agreement's territorial application.

4.1.5 Minutes

The two chairpersons shall also prepare joint minutes of the meetings of the DPDHL Forum. The procedure is described in detail in Annex 4 of this Agreement.

4.2 Select Committee Meetings

4.2.1 Number and length of meetings

(1) The Select Committee shall meet at least twice per year in order to prepare the DPDHL Forum meetings. Additional meetings shall be held if requested by one of the two chairpersons.

(2) The procedure is described in detail in Annex 4 of this Agreement.

4.2.2 Preparation and debriefing

The EMF and EWC shall prepare and debrief Select Committee meetings in separate meetings.

4.3 Business Committee Meetings

4.3.1 Number and length of meetings

(1) The Business Committees shall meet at least twice per year. Additional meetings shall be held if requested by one of the two chairpersons.

(2) The procedure is described in detail in Annex 4 of this agreement.

4.3.2 Preparation and debriefing

The EMF and EWC shall prepare and debrief Business Committee meetings in separate meetings.

4.4 Venue/ technologies

When only limited points are listed on the agenda of a Select Committee or a Business Committee meeting, communication technology such as conference call, WebEx and video conferencing may be used following agreement by the two chairpersons/spokespersons. Communication technology may also be used when EMF or EWC participants are invited for one specific agenda item following agreement by the two chairpersons.

5 Tools and Resources

5.1 Resources

(1) To fulfil their tasks each DPDHL Forum member shall be provided with access to phone and fax with an international connection, as well as a PC with VPN access and a personal DPDHL e-mail account. It shall be ensured that these media can be used confidentially.

(2) For Select Committee members a company mobile phone and a laptop with VPN access and a personal DPDHL e-mail account shall be provided if such working tools are not already provided by the employer.

(3) To complete their tasks, the DPDHL Forum members shall be granted time off for participation in the meetings, reasonable travel time to and from the meetings and the necessary preparation and debriefing, as well as for the briefing of local employees after the meetings. Payment of remuneration for the period of absence necessary

shall be guaranteed. Based on experience gained, the Select Committee shall decide on the minimum time off per month granted to the DPDHL Forum members.

(4) For the necessary tasks going beyond those of DPDHL Forum members, members of the Select Committee shall be granted additional time off with continued payment of remuneration.

(5) The company shall bear all necessary costs related to the tasks of a DPDHL Forum member.

5.2 Communication at national and regional level

(1) To fulfil their tasks, members of the DPDHL Forum shall have the right to visit entities of DPDHL in the country they represent, after informing the local management beforehand.

(2) In countries with multiple locations of DPDHL undertakings, DPDHL Forum members shall make use of existing bodies to ensure local input before DPDHL Forum meetings and the provision of information after the meetings. Should such bodies not exist at a national level, members shall be given the possibility to communicate with locations other than their own by phone, e-mail or personal visits, after informing the local management beforehand.

(3) If necessary, DPDHL Forum members shall have the right to visit locations of DPDHL in any country that is covered by the Agreement and lies within their region. Members of the Select Committee shall have the right to visit DPDHL operations in all countries from all regions governed by the Agreement, if need be.

5.3 Working groups

If necessary, the EWC shall have the right to establish working groups to prepare and deepen issues relevant to the work of the EWC. Preferably, the working groups shall fulfil their tasks by using communication technologies. If, beyond this, there is a need for working group meetings, the chairperson of the EWC shall decide on calling a meeting of the respective working group in question. On request of both chairpersons of the EWC and the EMF, joint working groups shall be established.

5.4 Secretariat

The EWC will be supported by a secretariat. The necessary staff and resources shall be provided. Regarding job grading, the relevant provisions of Deutsche Post AG are applicable.

6 Experts

- (1) The EWC shall have the right to be advised by one permanent expert of its choice.
- (2) When setting the agenda, the chairpersons of the EWC and the EMF can jointly agree upon experts for specific agenda items. These experts should preferably be DPDHL employees.
- (3) In extraordinary circumstances, one of the two subgroups shall have the right to be advised by an expert of its choice for a specific agenda item without the consent of the other sub-group.
- (4) Experts shall have the right to attend DPDHL Forum meetings or meetings of its sub-groups (for their specific agenda item).
- (5) Only persons who will not face a conflict of interests by becoming an expert shall assume such a position. Experts shall have to obey the strict confidentiality rules pursuant to section 11 of this Agreement.
- (6) All necessary costs for experts shall be borne by the company.
- (7) Union Network International (UNI) and the European Transport Workers' Federation (ETF) shall both be entitled to appoint one representative each for DPDHL Forum meetings.

7 Translation and interpreting

All meetings of the DPDHL Forum and EWC shall be simultaneously interpreted into all national languages. To reduce the number of interpreters required per meeting, the following steps will be jointly undertaken:

- The relevance of existing language skills shall be stressed when electing/appointing members of the DPDHL Forum.
- Depending on the existing language skills of DPDHL Forum members, the Select Committee shall decide on the possible reduction of active and/or passive interpretation.
- Details are described in Annex 4 of this Agreement.

8 Training

- (1) The members of the DPDHL Forum shall enjoy a principle right to individual and EWC group or EMF group training, if the knowledge transferred in this training is required for their work as member of the DPDHL Forum or its sub-groups.
- (2) The right to training amounts up to ten days during a term of office, including individual and EWC group or EMF group training and EMF/EWC joint training. Additionally, English language training is possible, if required for their work as members of

the DPDHL Forum or its sub-groups and subject to approval by the two DPDHL Forum chairpersons.

(3) EMF group and individual training sessions for EMF members shall be arranged by the EMF. EWC group and individual training sessions of EWC members shall be arranged by the EWC.

(4) Each of the two chairpersons decides on the training provided for his sub-group members according to the principles of this section. The two chairpersons decide together on EMF/EWC joint training. When deciding on the training dates, business needs for presence of DPDHL Forum members in the job need to be accommodated.

(5) The above provisions are independent of any other entitlements for training, not linked to the DPDHL Forum work, regulated by national law and/or collective agreements.

9 Protection of employee representatives

(1) Employee representatives in the DPDHL Forum shall be neither favoured nor discriminated against due to their office. When exercising their function, they shall be entitled to the same protection as provided for employee representatives by the national legislation and/or practice in force in their country of employment.

(2) Prior to a dismissal of an employee representative in the DPDHL Forum the Select Committee shall be informed and consulted; the relevant documents must be provided and it must be granted the opportunity to make a statement. This shall also apply in case of a dismissal within a period of one year following the end of membership in the DPDHL Forum.

(3) After retiring from office, employee representatives in the DPDHL Forum shall not be discriminated against due to their previous membership in the DPDHL Forum.

(4) The same rules for protection shall apply to the deputies of employee representatives in the DPDHL Forum.

10 Costs

The company shall bear all the necessary costs related to the work of the DPDHL Forum and its sub-groups, particularly the organisation, interpretation and translation costs and the costs of training.

11 Confidentiality

- (1) All parties agree that open communication is essential for the work of the DPDHL Forum.
- (2) However, the members of the DPDHL Forum shall be obliged to treat the information confidentially which has been expressly marked as confidential.
- (3) Any presentation by Management must clearly identify those sections which are classified as confidential and the duration until which confidentiality will apply.
- (4) The duty of confidentiality will expire when the information concerned has been published by the company as public information.
- (5) The obligation to maintain confidentiality shall not apply to relations with experts or interpreters or local employee representatives, if they have to be informed on the basis of this Agreement.
- (6) The obligation to maintain confidentiality mentioned in sub-section 2 shall be adhered to by the local employee representatives as well as the experts and the interpreters.
- (7) The obligation to maintain confidentiality shall remain applicable even after the term of office of DPDHL Forum members has expired.
- (8) Central Management shall not be obliged to disclose confidential information if such a disclosure would endanger company and business secrets of the undertaking or if it would contravene legislative requirements. In this case the information shall be given as soon as possible after the lapse of the conditions mentioned in the sentence above, together with a statement of reasons.

12 Dispute settlement

- (1) The Select Committee shall monitor the adherence to the Agreement and shall act as intermediary in the event of conflicts.
- (2) The Select Committee shall resolve disagreements about the content, the interpretation or the application of the Agreement.
- (3) Should it not be possible to settle a dispute in this manner, each of the two sub-groups of the DPDHL Forum (EWC, EMF) shall have the right to request the matter be settled in court. The necessary costs shall be borne by the company.

13 Adaptation clause

(1) Without prejudice to the provisions under section 2 sub-section 1 (composition) and section 13 sub-section 1 (entry into force, term and termination), the following provisions shall apply in the event of significant changes to the structure of DPDHL.

(2) Significant changes to the structure are particularly:

1. merger of undertakings or groups of undertakings,
2. division of undertakings or groups of undertakings,
3. relocation of undertakings or groups of undertakings to another member state or third country or closure of undertakings or groups of undertakings,
4. relocation or closure of establishments, where these have a significant impact on the composition of the DPDHL Forum.

(3) Should an undertaking or a group of undertakings with another European Works Council be impacted by any of the aforementioned measures, this will always be regarded as a significant structural change.

(4) In the event of a significant structural change the parties will commence negotiations at the request of Central Management, the EWC of DPDHL or another European Works Council impacted, with the aim of amending and adapting the Agreement or – where another EWC is impacted – the Agreements.

(5) The negotiations will be conducted by Central Management and the EWC of DPDHL. If the significant structural change also affects another European Works Council, the negotiating body on the employees' side will consist of three members of both the EWC of DPDHL and of the other European Works Council.

(6) If, after commencement of the negotiations, the parties fail to agree as to whether the change is significant or not, the issue will be discussed within the Select Committee in order to reach a decision within three months from the start of negotiations.

(7) If Central Management refuses to commence negotiations within six months after the request has been made or if it refuses to restart negotiations within three months after the Select Committee's decision, a European Works Council will be constituted by act of law.

(8) The same applies if within three years after making the request or after a decision by the Select Committee, no agreement has been concluded or the parties (the employees' side by a 2/3 majority) jointly declare that negotiations have failed ahead of time.

(9) During the negotiations there will be a transitional mandate pursuant to paragraph 37 (3), sentence 1-3 of the EBRG in the version of 14 June 2011.

14 Final provisions

14.1 Entry into force, duration and termination

(1) This Agreement enters into force on the date of its signing by the EWC and Central Management and amends the initial agreement from 2003 as well as the agreement on the development of the agreement from 2008. It is concluded for an indefinite period of time.

(2) This Agreement can be terminated by either party to the end of the calendar year with a period of notice of six months, but on 31st December 2016 at the earliest. Notice of termination shall have to be given in writing.

(3) The decision of the EWC to terminate must be taken by an absolute majority of its members.

(4) In the event of termination, the existing Agreement shall continue to apply. Continuance shall end if:

- The Agreement is replaced by a new Agreement, agreed upon by both parties,
or
- An EWC is established by act of law, due to the refusal of Central Management to open negotiations on a new Agreement,
or
- An EWC is established by act of law, after failure to conclude a new Agreement within a period of three years,
or
- The EWC decides, by a 2/3 majority, not to open new negotiations or to terminate the negotiations already opened.

(5) Amendments to the Agreement shall be possible during its term if agreed upon by both parties.

14.2 Language

The German version shall be the binding version of this Agreement. This Agreement will be translated into all the official languages in the area covered by this Agreement.

14.3 Applicable law

(1) This Agreement is covered by German law.

(2) The court of jurisdiction is Bonn.

14.4 Declarations

(1) The signatories formally confirm that the present Agreement, concerning the transnational information and consultation of employees of DPDHL and which covers its entire workforce in the European Economic Area, is an Agreement in accordance with Directive 2009/38/EC (Art. 6) Directive 2009/38/EC of the European Parliament and of the Council of 6 May 2009 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees and the Act on European Works Councils (EBRG) of 28 October 1996 and amended by the Act dated 14 June 2011 (Federal Law Gazette [BGBl] p. 1050).

(2) The signatories formally declare that they are authorised as representatives of the EWC and Central Management to sign the present Agreement.

(3) The present Agreement shall be notified to the European Commission.

14.5 National regulations

(1) The DPDHL Forum constitutes a valuable addition to existing employee representation and Works Council structures of information and consultation at local and national level.

(2) The present Agreement is without prejudice to the employees' existing rights to information and consultation as enshrined in national law.

14.6 Validation

Should any clause or annex of this Agreement prove to be invalid for any reason, it shall not affect the validity of this Agreement in total. Such invalid parts may be amended and/or updated without affecting the whole of this Agreement.

Annexes

Annex 1: List of the countries included in this Agreement

Annex 2: List of the undertakings included in this Agreement

Annex 3: Distribution key for employee representatives in the DPDHL Forum

Annex 4: Rules of procedure

Berlin, 24 May 2012

For Central Management

For the European Works Council

AXXX TXXX

Elmar Kallfelz

JXXX RXXX

List of the countries included in this Agreement

Austria

Belgium

Bulgaria

Croatia (as of 2013)

Cyprus

Czech Republic

Denmark

Estonia

Finland

France

Germany

Greece

Hungary

Iceland

Ireland

Italy

Latvia

Liechtenstein

Lithuania

Luxembourg

Malta

Norway

Poland

Portugal

Romania

Slovakia

Slovenia

Spain

Sweden

The Netherlands

United Kingdom

Annex 2:

List of the undertakings included in this Agreement

This annex shows the undertakings included as of 31 Dec 2011. It is updated regularly by Central Management, at the least on 31 December every year.

Country (en)	Legal unit
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Annex 3

Distribution key for employee representatives in the DPDHL Forum

For the fourth term of office (2012-2016), the following key will apply:

<i>Up to 2,500 employees</i>	<i>1 delegate per country</i>
<i>More than 2,500 employees</i>	<i>2 delegates per country</i>
<i>More than 7,000 employees</i>	<i>3 delegates per country</i>
<i>More than 12,000 employees</i>	<i>4 delegates per country</i>
<i>More than 60,000 employees</i>	<i>5 delegates per country</i>
<i>More than 100,000 employees</i>	<i>8 delegates per country</i>

Rules of procedure

DPDHL Forum meetings

I. Invitation

Invitations to the DPDHL Forum meetings shall be issued by the two chairpersons. Invitations to the DPDHL Forum meetings shall be sent by e-mail.

II. Agenda

Following an internal collection of potential topics for the agenda, and after discussion in the Select Committee, agenda items will be decided jointly by the two chairpersons.

The agenda shall be sent to the members no later than three weeks prior to the meeting.

“Any other business “(AOB) is an essential part on every agenda to allow for the extension of the agenda for urgent topics.

III. Documents

Central Management shall provide documents relevant for the information and consultation on proposed plans three working days prior to a meeting to all the members of the DPDHL Forum and experts attending.

The documents should satisfy the requirements specified in section 3 sub-section 4 of this Agreement.

IV. Joint statement

For further details please see section 4.1.4 of this Agreement

V. Minutes

Short minutes will be dispatched by Central Management, at latest two weeks after the meeting for approval by the two chairpersons of the DPDHL Forum.

The chairpersons of the DPDHL Forum shall strive to complete the approval process within two weeks.

Short minutes should include some additional explanations if necessary to allow DPDHL Forum members not present to understand the background.

Short minutes of the DPDHL Forum meetings will be published on the DPDHL Forum IT platform after their approval.

The list of participants is also part of the minutes.

VI. Languages

All documents of the DPDHL Forum and the EWC (including the invitation and the minutes) shall be translated into all national languages of the members.

Select Committee meetings

I. Invitation

Invitations to the Select Committee meetings shall be sent via e-mail in English.

II. Agenda

Following an internal collection of potential topics for the agenda, agenda items will be decided jointly by the two chairpersons.

The agenda should include timelines in order to allow invitations to national representatives/ interpreters/ presenters for a specific agenda item.

Agenda-setting should allow for sufficient time for information and consultation including preparatory meetings, break-out sessions for EWC and EMF representatives and breaks for interpreters.

Any other business“ (AOB) is an essential part on every agenda to allow the extension of the agenda to include urgent topics.

III. Documents

Central Management shall provide documents relevant for the information and consultation on proposed plans three working days prior to a meeting to all the members of the Select Committee.

IV. Joint statement

For further details please see section 4.1.4 of this Agreement

V. Minutes

Short minutes will be dispatched by Central Management at latest two weeks after the meeting for approval by the two chairpersons of the Select Committee.

The chairpersons of the Select Committee shall strive to complete the approval process within two weeks.

Short minutes should include some additional explanations if necessary to allow members not present to understand the background.

Short minutes of the Select Committee meetings will be published on the DPDHL Forum IT platform after their approval.

The list of participants is also part of the minutes.

VI. Languages

All documents of the Select Committee (including the invitation and the minutes) will be provided in English and on request in the languages of the countries involved in the measures planned.

In exceptional cases, each of the two chairpersons can decide on translations into further languages for his relevant group.

Business Committee meetings

I. Invitation

Invitations to the Business Committee meetings shall be sent via e-mail in English.

The chairpersons of the DPDHL Forum shall be entitled to participate in all Business Committee meetings.

II. Agenda

Based on information provided on measures planned, the chairpersons of the DPDHL Forum shall decide jointly whether the Select Committee or the relevant Business Committee is responsible.

The agenda of the Business Committee shall be prepared by the spokespersons of the respective Business Committee and submitted for approval to the two chairpersons of the DPDHL Forum.

Agenda should include timelines in order to allow invitations to national representatives/ interpreters/ presenters for a specific agenda item.

Agenda-setting should allow sufficient time for information and consultation including preparatory meetings, break-out sessions for EWC and EMF representatives and breaks for interpreters.

“Any other business” (AOB) is an essential part on every agenda to allow for the extension of the agenda to include urgent topics.

III. Documents

Central Management shall provide documents relevant for the information and consultation on measures proposed three working days prior to a meeting to all the members of the Business Committee.

The chairpersons of the DPDHL Forum and the members of the Business Committees shall receive all documents at the same time.

IV. Joint statement

For further details please see section 4.1.4 of this Agreement

V. Minutes

Short minutes will be dispatched by Central Management at latest two weeks after the meeting for approval by the two spokespersons of the Business Committee.

The spokespersons of the Business Committee strive to complete the approval process within two weeks.

Short minutes should include some additional explanations if necessary to allow members not present to understand the background.

Short minutes of the Business Committee meetings will be published on the DPDHL Forum IT platform in English after approval.

The list of participants is also part of the minutes.

VI. Languages

All documents of the Business Committee (including the invitation and the minutes) will be provided in English and on request in the languages of the countries involved in the measures planned.

In exceptional cases, each of the two chairpersons can decide on translations into further languages for his/her relevant group.