

Agreement

European Works Council

GeoPost Group

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INTRODUCTION

The GeoPost Group is a group with a strong international dimension through its geographic establishment, its activity and its workforce. GeoPost covers more than 30 countries in Europe and serves more than 230 countries worldwide thanks to its 19,000 employees.

With a concern to integrate this international dimension into its culture and to develop a social dialogue consistent with the group's values, the Management and the employees' representatives have decided to set up a European Works Council in line with European directive 94/95/CE transposed into French law by the Act of 12 November 1996.

The conditions under which this body was set up and the practical methods for running it, are set forth in this agreement between the GeoPost Group and the members of the Special Negotiating Body.

The parties state that they are both willing to work together in a spirit of consultation to develop a social dialogue abiding by national independence, practices and cultures.

Clause 1 - Field of application

This agreement shall apply to GeoPost SA, the dominant company, according to the terms of the Act of 12 November 1996, as well as all the companies operating in the countries of the European Union and the European Economic Area (these companies with at least 100 employees):

- where more than 50% of whose capital is held by GeoPost SA,
- and over which GeoPost SA has effective control, given material form by the consolidation of its financial statements.

Switzerland is incorporated as an observer.

The incorporation of new countries likely to join the European Community shall be examined case by case.

Clause 2 - Field of action

2.1 The Mission of the European Works Council

The European Works Council is a body for consultation, exchanges of views and dialogue. It is intended to review of the domains in Clause 5.4 of this agreement at regular intervals and to organise discussions on economic, financial and social questions which, by their comprehensive nature and their transnational effects, need to be studied at this level.

These questions concern all the companies included within field of application of this agreement.

2.2 The EWC's transnational character – Principle of non-interference

The European Works Council has authority to deal with transnational subjects.

A subject is considered to be transnational when it concerns either all the companies falling with the field of application or at least two establishments or two companies located in two different countries.

These companies or establishments must be covered by the field of application of this agreement.

The European Works Council cannot substitute for the existing employees' representative bodies in the countries concerned by this agreement, nor call into question the prerogatives of the employees' representative bodies in accordance with national legislation; these bodies remain the incumbent institutions for consultation on national or local problems falling within their competence.

Under no circumstances shall the European Works Council substitute for the national bodies, even in their absence.

Clause 3 - Composition

The European Works Council shall be composed of representatives of the Management and the representatives of the employees of the GeoPost Group.

3.1 Management representatives

The Chairman of the GeoPost Group or his representative shall be the chairman of the European Works Council

The ordinary and extraordinary meetings of the European Works Council shall be chaired by the Chairman of the Group or his representative, assisted by representatives of the Group's central management.

Group Managers, may also be invited to attend the meetings, whose presence, as specialists, will add to the discussion of the questions on the agenda.

3. 2 Employees' representatives

The number of employees' representatives cannot exceed the limit of 25 members. This limit shall not include any observer members.

The employees delegation is composed as follows:

- an incumbent member per country in the European Union or the European Economic Area where at least 100 people are employed in the companies described in the field of application of this agreement.
- Additional members on the basis of:
 - 1 representative for Countries employing at least 20% of employees,
 - 2 representatives for Countries employing at least 30% of employees,
 - 3 representatives for Countries employing at least 40% of employees,
 - 4 representatives for Countries employing at least 50% of employees,
 - 5 representatives for Countries employing at least 60% of employees,
 - 6 representatives for Countries employing at least 80% of employees,

Switzerland, as an observer, has one seat but no vote.

The parties agree that they will re-examine the number of seats as well as their apportionment among the countries according to changes in the workforce and the Group's strategy for setting up in new countries.

3.3 Substitutes

Each country can appoint a substitute member for each incumbent member.

The substitutes shall not attend meetings but shall receive the same documents as the incumbent member.

A substitute shall replace an incumbent member when the latter is temporarily or permanently prevented from attending; in the latter case, he shall replace him for the entire remaining term of office.

3.4 Criteria to be met for membership of the EWC

Subject to fulfilling local conditions, the incumbent and substitute representative must have one year's service in a company in the Group falling within the field of application

3.5 Appointment of employees' representatives to the EWC

The members shall be elected or appointed according to the rules in force in their countries and shall benefit from the conditions applicable to this appointment according to national law.

When several members of the EWC come from the same country, it is recommended that they represent the employees in different fields of the company.

The Management shall provide the number of employees in each country falling within the field of application of this agreement and the most recent figures available shall be given to the EWC at each meeting.

In each case, the EWC shall be informed as soon as possible once the limit value has been reached which requires that another member can be appointed to the EWC, the removal of an incumbent member of the EWC or the extending of the competence of an incumbent member of the EWC.

3.6 Length of the term of office

The members of the European Works Council shall have a four-year term of office starting on the date of the first plenary meeting of the EWC.

The loss of an appointment at national level shall automatically lead to the loss of the appointment to the EWC. This member shall be succeeded according to the rules in force in the country.

3.7 Protection of the employees' representatives

All the members of the European Works Council, both incumbents and substitutes, shall benefit from the protection provided by the laws and practices in their country.

The fact of belonging to the EWC as well as carrying out a trade union function, cannot in itself be the reason for any disciplinary measure or dismissal.

Clause 4 - Change in the composition

4.1 Review of the composition of the EWC

The composition of the European Works Council shall be updated every two years, on the anniversary of the first plenary meeting to adapt it, in accordance with the provisions of Clauses 3.2 and 4.3, to the situation in the member countries and their staff.

4.2 Variation in the scope

Companies which no longer fall within the field of application shall immediately cease to belong to the EWC.

Their representatives shall cease to be members of the European Works Council on the same date.

When a company with at least 1,000 employees is taken over, the composition of the European Works Council shall be immediately reviewed, without waiting for the normal two-year deadline. The term of office of any representative of this company shall come to an end on the following date of the collective termination of terms of office, so that the terms of office of all the employee's representatives shall be synchronised.

4.3 Number of representatives

So that the discussions may be effective, the absolute maximum number of representatives is presently fixed at 25. This number shall be reviewed every two years according to GeoPost's development.

This number shall be examined every two years according to changes in the workforce and the Group's strategy for setting up in new countries.

Clause 5 - Operation

5.1 Bureau and Secretary

At its first meeting, the EWC shall elect its Bureau (restricted Committee) from among its incumbent members by a majority vote.

The bureau shall be made up of 5 members.

These members shall be elected for a period of four years and shall represent at least three different countries.

The incumbent members of the European Works Council may terminate the term of office of a member or all the members of the Bureau or the Secretary or his substitute (Deputy Secretary) by a majority decision.

The Deputy Secretary shall not come from the same country as the Secretary.

The Bureau is responsible for:

- liaising with the members of the European Works Council between meetings,
- drawing up the agenda for meetings with the Chairman,
- holding discussions with the Chairman and, if necessary, deciding on holding an extraordinary plenary meeting.

A Secretary shall be elected by a majority vote of the incumbent members of the European Works Council. He must be a member of the Bureau.

The Secretary's tasks shall be to:

- formalise the agenda of the meetings with the Chairman
- to write the minutes of the meetings with the assistance of the HRM
- to circulate the minutes to all the members after they have been signed by the Secretary and the Chairman

5.2 Frequency EWC meetings

A plenary meeting will be held each year in the month of May on invitation by the Chairman. During this meeting, the Group's accounts will be presented, as well as the company/welfare highlights.

An annual meeting with respect to information on strategy, concerning future projects, will be held in the month of October.

During this meeting, possible training actions for delegates may be considered.

5.3 Agenda for EWC meetings

Six weeks prior to the date of each ordinary plenary meeting, the Bureau shall prepare a draft agenda and submit it to the Chairman.

The Management shall issue the invitations to attend and the agenda for the ordinary plenary meeting at the latest one month prior to the date of the meeting.

The members of the EWC should receive all the relevant documents (agenda and documents for the meeting) at least 15 days prior to the date of the plenary meeting.

This time limit shall not apply to extraordinary plenary meetings (see Clause 5.7).

In the event of disagreement on the agenda, the Chairman shall decide on the agenda. The members of the EWC should be informed of this situation.

5.4 Information made available to the EWC

At the ordinary plenary meetings of the European Works Council, the informations and discussions shall be on the following topics, if they have a transnational aspect or affect at least two establishments or two companies located in two different countries.

- the structure of the GeoPost Group
- the economic and financial situation
- the probable development in its activities
- production and sales
- the situation with regard to and probable development of employment
- investments
- substantial changes concerning the organisation, the introduction of new working methods or new production processes
- production transfers
- mergers
- the reduction in the size or closure of enterprises, establishments or large parts of them
- collective redundancies
- professional equality and the fight against any form of discrimination
- the policy on prevention and safety and working conditions

Social indicators shall be presented annually at the plenary meeting.

5.5 Organisation of EWC meetings

The plenary meeting will take place over 2 days:

- a preparatory meeting between the staff representatives without the presence of Management representatives, in the afternoon of the first day,
- the plenary meeting in the morning of the second day,
- a debriefing meeting between the staff representatives in the afternoon of the second day.

5.6 Experts

European Works Council members may be assisted or advised during the plenary meeting scheduled

- by company officers jointly invited by the Chairman and the Secretary when drawing up the agenda, because of their necessary expertise in the areas to be discussed
- by the Financial Officer
- possibly, by an external expert.

The possible presence of an external expert at the plenary meeting (only one external expert

maximum per meeting) shall be jointly decided by the Chairman and the Secretary when drawing up the agenda.

The expert, whose role is to help employee representatives understand the topic, exclusively benefits from the same documents as those provided for members of the European Works Council, takes part in the preparatory meeting and attends that part of the plenary meeting that concerns him / her, in the framework of an assignment and a budget agreed between the Chairman and the Secretary.

The expert shall be required to observe the same confidentiality requirements as the members of the European Works Council.

5.7 Exceptional circumstances

In case of exceptional circumstances of transnational nature and with repercussions for the interests of the Group's employees (relocation abroad/elsewhere, merger, acquisition, closure of a company, mass redundancy, or any change in the Group's articles of association), and following prior information of the Staff Representatives, an extraordinary meeting may be organised by the Chairman, or on request by a majority of the Board members.

5.8 Minutes

The Secretary will draw up a formal report of the meetings with the help of the Human Resources Management.

The formal report will be drafted in English and translated into the languages mentioned in article 6.4 of this agreement.

It will be signed by both the Chairman and the Secretary.

Details of any disagreement in the formal report will be clarified at the following meeting.

5.9 Information for employees

The members of the EWC shall inform the employees of EWC consultations and decisions, abiding by the obligation of confidentiality.

5.10 Confidentiality

The members of the EWC, their deputies as well as the expert, shall be bound not to disclose to any third party information declared commonly as confidential, and will only be able to utilise it for the purposes of EWC consultations.

Article 6 – Operating resources

6.1 Working hours

The plenary meetings of the EWC and the meetings of the Board, as well as any preparatory works and follow-through by EWC members, shall be considered as working hours.

Above the time spent at meetings and on travel assignment, a working hours credit for exercising their tasks shall be given as follows:

- 120 hours to the Secretary of the Board
- 60 hours to the Board members
- 20 hours to the EWC members.

6.2 Working resources

GeoPost is responsible for giving EWC members the materials necessary for carrying out their task.

The Secretary and each EWC member will negotiate access to a computer, telephone, e-mail, printer and office equipment with the local management.

6.3 Travelling expenses, meals and accommodation

Each subsidiary will pay the cost of travelling expenses and accommodation of its delegates.

6.4 Meetings – Translation - Interpretation

The costs incurred in organising plenary meetings and meetings of the Bureau are supported by GeoPost Group.

For each meeting French, English, German, Spanish and Polish interpreters shall be provided.

The Management of the GeoPost Group shall also take charge of having the invitations to attend, agendas, minutes and working documents translated.

These documents shall be translated into the same languages listed above (clause 6.4)

6.5 Training

It is envisaged to give training of one day per year.
This training will be defined by the Panel and the GeoPost Management together, and according to the practical terms and conditions specific to each EWC member.

Article 7 – Final provisions

7.1 Term of the agreement

This agreement comes into force on the day of its signature, and shall be valid for an indefinite term.

Its signature shall have the effect of disbanding the Special Negotiation Group. The EWC shall replace the aforementioned Group and will, as from this date, be competent for any revision or renegotiation of the agreement.

7.2 Termination

This agreement can be terminated by the Chairman of GeoPost.
The EWC may terminate it with a 2/3 voting majority.

The notice of termination shall be 6 months.

Upon notification of termination by one or other of the parties, the Chairman shall invite the members of the European Works Council to a plenary meeting, the purpose of which will be to enter into a new agreement.

In the absence of an agreement by the end of the notice period of 6 months, the initial agreement shall be extended until adoption of a new agreement.

7.3 Working languages

The official working language of the European Works Council shall be English.
In the event of a disputed interpretation of documents provided for European Works Council Members, the English version of the text shall prevail.

7.4 Applicable law

Since the registered office of GeoPost Group is based in France, French law shall be applicable in case of dispute arising from this agreement, and with respect to any questions not covered by this agreement.

7.5 Formal record

This agreement will be translated by approved translators into the languages mentioned in article 6.4 of this agreement.

However, only the French version will be signed, will be applicable between the parties and will be filed with the Regional State Organization overseeing the Labour Inspectorate and Professional Training [*Direction Départementale du Travail de l'Emploi et de la Formation Professionnelle*] and with the registry of the Industrial Tribunal of Paris.

Executed in Paris, on *May 14th 2008*

Signatures of the contracting parties:

Paul-Marie CHAVANNE Chairman & MD of GeoPost	<i>Paul-Marie Chavanne</i>
Serge DROCHEINER Staff Representative of Chronopost International Fédération syndicaliste Force Ouvrière de la Communication : Postes et Télécommunications - France	<i>Serge Drocheiner</i>
Edda BARTELS Staff Representative of DPD Deutschland GmbH & Co.KG - Germany	<i>Edda Bartels</i>
Petra JAGNOW Staff Representative of DPD Deutschland GmbH & Co.KG - Germany	<i>Petra Jagnow</i>
Uwe NORDHOLZ Staff Representative of DPD Deutschland GmbH & Co.KG - Germany	<i>Uwe Nordholz</i>
Miguel HERRANZ VIZCAINO Staff Representative of SEUR Union Trabajadores SEUR GeoPost (U.T.S.G) - Spain	<i>Miguel Herranz Vizcaino</i>
Fernando Augusto RODRIGUES VIEGAS Sindicato Nacional dos Trabalhadores dos Correios e Telecomunicações Chronopost International - Portugal	<i>Fernando Viegas</i>
Maria CHROSCICKA Staff Representative of Masterlink - Poland	<i>M. Chrosicka</i>
Martin KAPLAN Staff Representative of DPD Cz - Czech Republic	<i>Martin Kaplan</i>
Danny VAN DIJCK Staff Representative of DPD Belgium - Belgium	<i>Danny Van Dijck</i>
Astrid HURKMANS Staff Representative of DPD Netherland - Holland	<i>Astrid Hurkmans</i>

LEPETIER Alain

[Signature]

ANNEX 1

List of companies employing collaborators under agreement perimeter

Country	Company
France	Chronopost SA
France	Exapaq
France	Taxicolis Sarl
France	Mat Courses
France	GeoPost SA
France	Telintrans
France	GP Intercontinental
France	TD Express services
Germany	CI Deutschland
Germany	GP Logistik
Germany	GP Service
Germany	GP IMDH GmbH
Germany	DPD Geopost GmbH
Germany	DPD Vertriebsgesellschaft
Germany	DPD Aschaffenburg
Germany	DPD Betriebsgesellschaft
Germany	DPD Delicom
UK	GP UK Ltd (Parceline)
UK	Interlink Express Parcels Ltd
Ireland	Interlink Ireland Ltd
Ireland	GeoPost Ireland Ltd (Parceline)
Spain	Seur Geopost
Spain	Menexpres
Spain	Seur Santander
Poland	ACP
Poland	DPD Polska
Portugal	CI Portugal
Greece	Interattica
Belgium	DPD Belgium
Netherland	DPD Netherland
Czech Republic	DPD Czech Republic
Lithuania	DPD Lithuania

ANNEX 2

Composition of the European Works Council

According to the work force as of 31 December 2007

Country	Total	%	SNB members
France	5 889	28,64%	3
Germany	6 068	29,51%	3
UK	4 337	21,09%	2
Ireland	213	1,04%	1
Spain	1 301	6,33%	1
Poland	920	4,47%	1
Portugal	741	3,60%	1
Greece	362	1,76%	1
Belgium	200	0,97%	1
Netherland	194	0,94%	1
Czech Republic	187	0,91%	1
Lithuania	152	0,74%	1
	20 564		17