

**SPECIAL TERMS AND CONDITIONS
FOR THE LUNADIS REPRESENTATION MINIMUM WAGE IN SPECIFIC EU TERRITORIES**

1.- **BACKGROUND.** Within the framework of Directive 2014/67/EU of 15 May 2014 of the European Parliament and of the Council, related to ensuring compliance with Directive 1996/71/EC of 16 December on the travelling of workers to provide services abroad, some European Union State Members have issued regulations (the first one was Decree no. 2016-418 of 7 April 2016 in France), which require to make available certain documents to Authorities and in some Countries also the appointment of a resident representative, for companies providing international and/or cabotage transport services of freight and persons by road with employees (drivers) travelling on board of vehicles.

The documentary obligation is required for proving that employees travelling on board of vehicles receive at least the legal minimum hourly payment and have the minimum rest periods set forth in the host Country for workers of similar professional category.

Directive 2014/67/EU sets forth the obligation to designate either one or two different kinds of representatives (paragraphs e) and f) of point 1 of article 9):

- The first kind of representative who must be resident in the host Country where workers are posted, is committed to be the liaison with the competent authorities in the host Country. His only duty is to make documents available to authorities and receive notices, when required.
- The second kind of representative, who doesn't need to be resident in the host Country, can be required for representing posted workers in collective bargaining in the host Country during the posting periods.

Neither of them is required to have specific qualifications and must be identified with their details in the communications of posted workers to authorities.

The first kind of representative shall have access to data and documents of the carrier related to the EU host Country where he acts as such representative, obviously only for the purpose of being the liaison between carrier and Authorities of the relevant EU host Country, even after being ceased or having resigned, during a mandatory term set forth in the relevant EU host Country Regulation.

2.- **LUNADIS GmbH+Co. KG.** (Balcke-Dürr-Allee 3, 40882 Ratingen, Germany hereinafter "LUNADIS") offers the service **REPRESENTATION MINIMUM WAGE IN SPECIFIC EU-TERRITORIES** (hereinafter, the "SERVICE") to its customers (hereinafter, the "Customer" or "Employer/s") under the Conditions of the LUNADIS application form, this Special Terms and Conditions for the SERVICE and subsidiary the LUNADIS General Terms and Conditions 3.- LUNADIS`s

subcontractor **SERVICIOS BAGEM, SL.** (herein after BAGEM) will provide a part of the services as subcontractors and vicarious agents of LUNADIS in fact directly to the Customer. Further legal relationships between BAGEM, their subcontractors and the Customer will not be justified. It is a Spanish Company settled in Paseo de la Castellana, 176 1B, 28046 Madrid (Spain) ID Tax Number as intercommunity Operator ES-B78478146, registered in the Commercial Register of Madrid (Spain) in Volume 3437, folio 160, page M-58137. BAGEM's designated email address for notifications is minimumwage@erviciosbagem.com .

4.- PURPOSE The purpose of this SERVICE is to facilitate to Customers the compliance with the obligations of appointing representatives and making available documents to Authorities in accordance with Regulations set forth in some EU Member States. The service is intended to be also extended to all EU and EEA countries that in the future establish similar obligations to haulers within the framework of Directive 2014/67/EU of 15 May 2014, in accordance with Directive 96/71/EC, of 16 December 1996, on posted workers to their territories.

5.- THE SERVICE

The SERVICE encompasses the following items:

- The provision of the resident representative to Customers said in section 1 (Background) in any EU Member State that implements the Regulation in the sense of article 9 point 1 paragraph e) of Directive 2014/67/EU of 15 May 2014 of the European Parliament. Representative's duty is only to be the liaison between Authorities and the client. It is understood that he will not provide advice or consultant services.
- The use of a server application, on a nonstop basis 24 hours daily, featured in Schemes 1, for enabling them compliance with the duty of making available to Authorities required documents for proving payment at least of an amount beyond the minimum wage and compliance with other labour duties on drivers posted in EU host Countries, as set forth by their Regulations.
- The second kind of representative is not provided as he can be any person of client's staff who can reside anywhere. He only must be available in case, for entering into collective bargaining as representative of posted workers during the posting periods.

6.- COVENANTS

Regarding the service, parties agree as follows:

- 6.1.** Customers are in charge of the handling of the employees' documents, and they will be the only accountable persons for registering data and uploading the documents on to the server application, of their content, accuracy, completeness, of ensuring that procedures are done

properly, correctly and of been uploaded in time, except if the defects are caused by shortcomings or interruptions of the SERVICE.

- 6.2. Neither LUNADIS nor BAGEM are responsible in any circumstance for ensuring that the documents uploaded are complete or meet legal requirements of the EU host Countries.
- 6.3. LUNADIS or BAGEM shall not verify that the information provided or that the documentation submitted is accurate or fulfills the legal requirements, and furthermore accepts no liability for damages or penalties resulting from inaccurate or incorrect information or documentation provided by the Customer.
- 6.4. On the other hand LUNADIS and its subcontractor BAGEM are the only responsible of the server application, of its availability, and the compliance of representative's duties in the host Countries.
- 6.5. LUNADIS and its subcontractor BAGEM will treat all documents or data uploaded or entered by Customers as property of the Customer, and will destroy or return any copy of these documents and data upon written request of the latter. LUNADIS or its subcontractor BAGEM shall automatically destroy documents after the maintenance period required by the Regulation of the relevant EU host Country as soon as they become useless.
- 6.6. BAGEM may change the representative designated in any EU host Country with no interruption of the SERVICE, without need of requesting consent to LUNADIS who expressly accepts the designation made by BAGEM.
- 6.7. It is agreed and understood that Customers are independent companies and the employees of any of them are not subject to instructions from LUNADIS or BAGEM in providing or performing the SERVICE.
- 6.8. Customer authorizes BAGEM to receive, store, and process the data necessary to provide this service and additionally has authorized BAGEM and any third party to transfer this data to the Representative as well as any other third party as is necessary for the fulfillment of this Agreement.
- 6.9. Customer guarantees that it has, in compliance with all applicable personal data protection regulations, received explicit permission from all drivers, crew and any other employees whose personal data must be transmitted in accordance with this Agreement that these parties are authorized to give and have given their consent to have their personal data processed by BAGEM and any other third parties as is necessary to fulfill the terms outlined in this Agreement.
- 6.10. LUNADIS's subcontractor BAGEM shall presume the representation of the "Employer/s" as stated by the "Customer" to be correct and valid to the extent that the "Customer" had accepted this Agreement, had registered the "Employer/s" and had uploaded to the server of BAGEM the employees' documents of the relevant "Employer".

- 6.11. Customer agrees that its identity is protected against impersonations by a password of his choice.
- 6.12. The access to employee's personal data and details, recorded on BAGEM server, is restricted to the following persons:
- The Customer but only to data and details of employees represented by them.
 - Employees to their own data and details.
 - Authorized staff of BAGEM and its team in charge of the maintenance a development of the server and the application, but only for the purposes of this Agreement
 - Representatives restricted to the data related to the Country where they reside.
 - Authorities of the host Country at their request with respect to data under the Regulation in its territory.
- 6.13. Additionally, LUNADIS's subcontractor BAGEM undertakes the following obligations:
- To assure that the server application is available to customers with high quality and continuity in non-stop basis. It will only be stopped by BAGEM for the sake of maintenance or updating the application, but for short periods and preferably out of working hours.
 - To provide corrective maintenance and upgrading the server application, as well as developing and adding on it any reasonable feature or tool focused on making client's work easier and more efficient according to state of the art.
 - BAGEM will ensure that the SERVICE is provided in compliance with the applicable legal requirements and will proactively adjust it if there is any change in these last.
 - BAGEM is responsible for providing to customers a smooth working environment anytime. If there is a failure in this regard, BAGEM will take all steps necessary to rectify the failure without delay.
 - BAGEM is accountable of its representatives in the sense that they comply what is required by the Law in the relevant EU host Country, pursuant or in the frame of article 9 point 1 paragraph e) of Directive 2014/67/EU of 15 May 2014 of the European Parliament.

7.- APPOINTMENT OF RESIDENT REPRESENTATIVES

Customer hereby appoints BAGEM as subcontractor to act on the Customer's behalf for assigning the Representative of the latter.

Customer also authorizes the Representative to notify the relevant authorities of its appointment and transfer any documents or information as is required by the applicable regulations.

BAGEM, SL may change the representative designated in any Country without having to request the consent to the "Customer" who expressly accepts the designation made by BAGEM.

Appointment of representatives is linked to validity of this Agreement, so "Customer" undertakes to not use appointed representatives after expiration of this Agreement for whatever cause.

8.- DATA PROTECTION

Customer will provide to BAGEM its LUNADIS client number and authorizes BAGEM to verify them with LUNADIS.

BAGEM recognizes that it will handle data that falls under European Personal Data Protection Regulations and will comply with all applicable provisions. Therefore, BAGEM assures that:

- BAGEM staff, as the "*controller*" of the "*filing system*", with access to the "*filing system*" is perfectly aware of their duties regarding personal data protection in the "*filing system*" and know how to use the data. BAGEM will appoint a data protection officer, will make his contact details known to LUNADIS.
- CIF, SL is the "*processor*" and the software developer of the system, whose staff devoted to it perfectly aware of their duties regarding the personal data protection in the "*filing system*".
- All third parties engaged by BAGEM (i.e. the Representative) will also comply with the applicable data protection provisions.
- All personal data will be treated as strictly confidential and handled with the utmost care.
- No personal data will be transferred outside of the European Union.
- No personal data will be disclosed to any third parties other than those mentioned in this agreement (i.e. the Representative, who may also disclose upon request to relevant authorities).
- No personal data will be stored longer than is necessary to provide the SERVICE.
- No personal data will be processed for any reasons other than what are necessary to perform this SERVICE.
- All personal data will be stored securely and protected from unauthorized access.
- All data transmitted to BAGEM as part of this SERVICE will remain the property of the client and will be returned or destroyed if requested by it in written or required by law or a court of law.

- Data transmitted to BAGEM as part of this SERVICE that has been processed (e.g. made into a database) are also considered property of client.
- The terms of the data protection provisions will remain valid even if the agreement is ended.

9.– LIMITATION OF LIABILITY

- LUNADIS and its subcontractor BAGEM cannot be held liable by the Customer for any (consequential) damages and/or consequential losses and loss of profits suffered by the Customer for any reason whatsoever, except for damages caused intentionally or by the gross negligence of LUNADIS, its subcontractor BAGEM or of their management.
- Any exclusion or limitation of liability by LUNADIS or its subcontractor BAGEM pursuant to the foregoing paragraph apply for the benefit of its employees or of third parties used by LUNADIS or its subcontractor BAGEM if the Customer seeks redress directly against the employees or against such third parties.

10.– TERM AND TERMINATION OF THE SERVICE AGREEMENT

- The SERVICE agreement between LUNADIS and Customer shall enter into force upon sending back the signed application form to LUNADIS and acceptance of this offer, without being obligated to do so, by authorizing the LUNADIS client number to Bagem.
- The SERVICE agreement shall be in effect for a period of one (1) year beginning with the acceptance date on the application form. After conclusion of the initial period, the Agreement shall automatically be extended for additional one (1) year periods, unless one of the Parties terminates this agreement by one month's notice prior to the end of the applicable term. Notice should be given in writing by means of receipt (e.g. registered mail with return receipt). Additionally the LUNADIS General Terms and Conditions are valid.

After 11.– AMENDMENTS AND ALTERATIONS TO THE AGREEMENT

- If the legal requirements governing registration in the relevant EU-territories lapse or are modified such that providing this service is rendered impossible or will only continue to be possible through far-reaching alterations to the arrangements laid down in this Agreement, LUNADIS shall be entitled to suspend this service and will notify the Customer of such a suspension. If suspension of the service becomes necessary, the provisions governing the consequences of termination without giving

notice set out in clause 13. b) of the LUNADIS General Terms and Conditions shall apply.

- LUNADIS shall be authorized to increase the Fees if and insofar as application costs or the legal or regulatory situation affecting LUNADIS's costs – directly or indirectly – change significantly. The Customer understands that the Fees quoted during the initial phase of this Agreement are an introductory rate and may increase significantly based on the continued involvement of DKB and Bagem and/or other agreements in place between parties. Even if these requirements are not met, LUNADIS shall from time to time be authorized to revise the Fees on the basis of current costs and the current market situation.
- LUNADIS shall notify the Customer of an increase in Fees at least one (1) month prior to the expiration of the most recent Attestation submitted by the Customer. In this event, the Customer shall be authorized to terminate the Agreement effective at the end of the effective period of said Attestation.
- If and insofar as European or national laws, orders, regulations, decrees or other rules affecting this Agreement and the arrangements contained herein change, LUNADIS may contact the Customer to seek amendments to this Agreement.
- Irrespective of the provisions of this Clause 11, LUNADIS shall from time to time be authorized to make other appropriate changes to these contractual conditions. LUNADIS shall notify the Customer of any such changes at least two (2) months prior to the expiration of the most recent Attestation submitted by the Customer. Changes shall be deemed to have been accepted, unless the Customer provides written notice of its opposition within one (1) month. If the Customer raises his opposition within this period, LUNADIS shall be authorized to terminate the Agreement upon the expiration of the most recent Attestation submitted by the Customer subject to observance of a reduced notice period of one (1) week.
- The Customer must immediately make available any information that might need to contact the Customer or that may affect the ability of LUNADIS and its subcontractor Bagem to provide this service (e.g. change of name, address or telecommunication details; any tax office reference numbers; driver information, including the acquisition or departure of drivers; trip information, payroll information, employment information and other information relevant for registration; changes in company information that must be registered or that would impact the terms of this Agreement).

