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Esendex Purchase Order Country Variations Schedule

This schedule (the "**Country Variations Schedule**") forms part of the Esendex Standard Purchase Order Terms and Conditions (the "**Conditions**"). Terms defined in the Conditions have the same meaning in this schedule.

1. GENERAL

1.1. Each country section applies only where the Esendex entity named in the Order is established in that country.

1.2. References in this Country Variations Schedule to a clause are to the Conditions and references to a paragraph are to this Country Variations Schedule.

2. AUSTRALIA

2.1. Small business suppliers: if the Supplier is a small business under the unfair contract terms provisions of the Australian Consumer Law, on termination under clause 12.2 Esendex shall also pay the Supplier's reasonable committed costs that cannot be avoided or mitigated, and clause 3.5 applies only to amounts due under the Contract.

2.2. Moral rights: the Supplier shall obtain from each author written consents complying with Part IX of the Copyright Act 1968 (Cth) for Esendex and its successors, assigns, licensees and authorised persons to do the acts contemplated by clause 9.1.

3. FRANCE

3.1. Payment: no payment period may exceed the maximum permitted by article L441-10 of the Code de commerce. Late payment interest accrues at the European Central Bank refinancing rate plus 10 percentage points, and a fixed recovery indemnity of EUR 40 is payable for each overdue invoice.

3.2. Subcontracting: where Law 75-1334 of 31 December 1975 applies, the Supplier shall submit each subcontractor and its payment terms for Esendex's prior written acceptance.

3.3. Vigilance: for a contract of EUR 5,000 or more excluding VAT, the Supplier shall provide the documents required by article D8222-5 of the Code du travail on signature and every six months until the contract is fully performed.

3.4. Intellectual property: for works protected by French copyright, the assignment under clause 9.1 covers the rights of reproduction, representation, adaptation, translation and distribution, in all media, worldwide and for the full term of the rights, for the purposes set out in the Order. The Supplier shall ensure that each assignment from an author complies with articles L131-3 to L131-6 of the Code de la propriété intellectuelle.

4. GERMANY

4.1. Unknown types of use: where section 31a of the German Copyright Act (UrhG) applies, the Supplier shall grant Esendex exclusive rights of use for unknown types of use in a document signed by both parties, by hand or by qualified electronic signature.

4.2. Temporary agency work: where an arrangement is temporary agency work under the Temporary Employment Act (AÜG), the Supplier shall hold the required permit and the parties shall designate the arrangement as such in writing before work begins.

4.3. Minimum wage: the Supplier shall indemnify Esendex against liability under section 13 of the Minimum Wage Act (MiLoG) or section 14 of the Posted Workers Act (AEntG) arising from the acts or omissions of the Supplier or its subcontractors.

4.4. Supply chain: if Esendex is subject to the Supply Chain Due Diligence Act (LkSG), the Supplier shall provide supply chain information reasonably requested by Esendex and impose equivalent requirements on relevant subcontractors.

5. ITALY

5.1. Contracting arrangements (appalto): for a contract for works or services (appalto), the Supplier shall, on request, provide evidence of compliance with its wage, social security, insurance and tax withholding obligations, including the documents required by article 17-bis of Legislative Decree 241/1997 where it applies. Esendex may withhold reasonable sums until any non-compliance is remedied.

6. NETHERLANDS

6.1. Incorporation: before or when the Contract is made, Esendex shall provide the Conditions and this Country Variations Schedule electronically in a form the Supplier can store and access later.

6.2. Supplier terms: the Supplier's general terms are expressly rejected.

6.3. Chain liability: for any supply of workers or work to which Dutch chain or hirer liability applies, the Supplier shall indemnify Esendex against related liabilities, to the extent permitted by law.

6.4. Intellectual property: the Supplier shall accept clause 9.1 in writing, which is the deed of assignment required by article 2 of the Dutch Copyright Act (Auteurswet).

7. ROMANIA

7.1. E-Transport: the Supplier shall provide the information and cooperation reasonably required for RO e-Transport compliance, including any UIT code for which it is the statutory user.

7.2. Intellectual property: for article 42 of Law 8/1996, the assignment under clause 9.1 covers all economic rights in each bespoke deliverable, including reproduction, distribution, rental, lending, public communication, broadcasting and adaptation, worldwide and for their full term, and is remunerated by the Price. Moral rights are not affected.

8. SPAIN

8.1. Incorporation: the Supplier expressly accepts the Conditions and this Country Variations Schedule.

8.2. Invoicing: the Supplier shall submit each invoice within 15 days of delivery of the goods or Services.

8.3. Tax certificate: for services within article 43.1(f) of the General Tax Law, the Supplier shall provide a current contractor certificate from the Spanish Tax Agency (AEAT) before payment of each invoice, and Esendex may withhold payment until it is provided.

8.4. Intellectual property: for article 43 of the Intellectual Property Law (LPI), the assignment under clause 9.1 covers the rights of reproduction, distribution, public communication and transformation, in all forms, worldwide and for the full term of the rights.