



## GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

The sole binding contractual language is German. The English translation is for information purposes only and has no legal effect.

### Preamble

The following General Terms and Conditions of Employment shall apply in addition to the employment contract concluded between the company and the employee<sup>1</sup>. They are part of the contract.

Note: Location and job-related information does not apply equally to all employees.

If individual job-related regulations only apply to employees covered by tariff agreements (tariff), employees not covered by tariff agreements (ET) or executive employees (EE), this is indicated accordingly as well as the validity only for office (OS) or sales (SS) service. The assignment to the employee group applicable to the employee is to be taken from the employment contract.

The site-specific regulations are also marked accordingly

- with "Frankfurt" for employees at the Frankfurt-Höchst site
- with "Berlin" for employees at the Berlin location

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<sup>1</sup> The use of the masculine form of speech "employee" refers equally to persons of any gender identity. It serves only to improve readability.

## Content

1. Activity and place of work.....	2
2. Remuneration.....	2
3. Position of working time.....	3
4. Health examinations, condition for the effectiveness of the employment contract.....	3
5. Car allowance (only non-tariff employees in field service).....	3
6. Regulations in the event of previous employment and change in the company and group.....	4
7. Probationary period & notice periods.....	4
8. Insurance in a pension fund.....	5
9. Vacation.....	5
10. Application of tariff agreements.....	6
11. Application of tariff agreements, opening clause.....	6
12. Inventions/Copyright.....	6
13. Application of operational regulations and codes.....	6
14. Official obligations.....	6
15. Voluntary and part-time activities.....	7
16. Obligations to notify and provide information.....	7
17. Confidentiality.....	7
18. Other agreements and amendments to the contract (reservation of the right of voluntariness).....	8
19. Provision of a telephone and data connection (sales force).....	8
20. Exemption from work performance.....	9
21. Company pension scheme.....	9
22. Obligations to retain and surrender documents.....	9
23. Non-competition agreement / enticement (EE).....	10
24. Limitation period.....	10
25. Utilization of bAV.....	10
26. Written form.....	10
27. Applicable law and language.....	10

### 1. Activity and place of work

- (1) The activity and location of the employee can be found in the employment contract.
- (2) The Company reserves the right, at its reasonable discretion, to assign the employee other equivalent activities instead of or in addition to the activity agreed in the employment contract, within the scope of the employee's knowledge and skills. Executive employees also declare their willingness to take on a task within the company or a company economically associated with the company that is valued at a different remuneration level.
- (3) The company is entitled to change the location of its operations in accordance with Section 106 of the German Trade Regulation Act („Gewerbeordnung“). Executive employees also declare their willingness to take on tasks abroad if necessary. Accordingly, the company may also assign executive employees to appropriate activities abroad for a limited period of time and also at economically affiliated but legally independent companies.

### 2. Remuneration

- (1) Remuneration is based on the employment contract, which declaratorily applies the provisions of the applicable tariff agreement in the case of employees covered by tariff agreements, and the applicable company/general works agreements in the case of tariff and ET employees.
- (2) In the case of ET and EE employees, working hours in excess of the normal working hours shall be compensated by their remuneration. Unless otherwise agreed, the remuneration of these employees also includes compensation for any work performed on Saturdays, Sundays and public holidays as well as any other additional work required. ET employees at the Frankfurt site may, in deviation from this, switch to positive time recording within the framework of the currently applicable general works agreement, but will lose their entitlement to the cafeteria amount as a result.

- (3) Gross income received by the employee from any supervisory or advisory board mandates at companies in which the company or a subsidiary directly or indirectly holds an interest shall be offset against the gross remuneration specified in the employment contract.
- (4) In the case of executive employees, compensation may vary at any time in the future in the event of a change in position or a change in the content of the employee's task. This also applies when taking on a task that is not assigned to the executive area. Similarly, the granting of the cafeteria allowance in the case of executive employees is a voluntary benefit provided by the company, which does not establish any entitlement for the future even if it is granted several times or on an ongoing basis.
- (5) Payment of the remuneration shall be made without cash to an account to be designated by the employee. This account must be set up in the name of the employee as account holder or joint account holder.
- (6) For all executive employees whose employment began after August 31, 2005, the following also applies: Should the employee die during the employment relationship and leave behind a spouse/registered life partner and/or children entitled to a pension, they will receive full salary payments for the month of death and for three subsequent months, but no longer than until the end of the contract period. If there are several beneficiaries (e.g. spouse/registered partner, children), this obligation shall be fulfilled by payment to one of the beneficiaries. The same applies to transfer to one of the accounts known to the company.
- (7) The assignment and pledging of remuneration claims are only effective at the Frankfurt location with the prior consent of the company and are excluded at the other locations.

### **3. Position of working time**

The beginning, end and duration of the daily working time as well as the time of breaks and rest periods are determined by the company in accordance with operational requirements within the framework of the right to issue instructions pursuant to Section 106 of the Trade, Commerce and Industry Regulation Act („*Gewerbeordnung*“). Statutory working time provisions, tariff agreements applicable to the employment relationship and/or applicable works agreements/general works agreements shall be taken into account.

### **4. Health examinations, condition for the effectiveness of the employment contract**

- (1) For sales employees, with reference to the employment contract agreement, the employee is requested, if possible before starting work, to make an appointment for an employment examination at the occupational medical service "BAD" commissioned by us. The address list with BAD centers is attached. The attached routing slip ("*Laufzettel*") must be presented to the BAD.
- (2) In the event of a transfer from a fixed-term to a permanent employment relationship an health examination is not required.
- (3) A new medical examination (see para. 1) is also required when changing from office work to sales work.

### **5. Car allowance (only non-tariff employees in field service)**

- (1) ET employees in sales force receive a car allowance in accordance with the following regulations.
- (2) For the performance of their duties, sales employees are provided with a leased vehicle in accordance with paragraph 1. These employees receive a car allowance, which currently amounts to € 520.00 gross per month (for MSL and E-Com KAM CHC: € 125.00). If you previously received a lower amount, you will continue to receive this amount if you change jobs until your current leasing contract expires.
- (3) The employee shall bear the taxation of the non-cash benefit of the private use of the leased vehicle.
- (4) The leased vehicle, including all accessories, must be returned at any time at the request of the company, but no later than upon termination of the employment relationship. In the event of a release, the leased vehicle shall be returned without delay; there shall be no claim to compensation for loss of private use. A right of retention, regardless of the reason, is excluded.
- (5) The employee assures that he/she is in possession of a valid driver's license which entitles him/her to drive a passenger car. The company must be informed immediately of any revocation of the driver's license.

- (6) In all other respects, rights and obligations in connection with the use of the leased vehicle shall be governed by the most recent company's leased vehicle policy relevant to the employee.

## 6. Regulations in the event of previous employment and change in the company and group

### (1) Recognition of prior service periods for company pension plans

If a period of prior service in another company is credited in the employment contract, this affects, among other things, the fulfillment of the deadlines for a vested entitlement to a company pension and the waiting period in the company pension scheme. However, the length of service does not affect the amount of the company pension.

### (2) Post-doc transfer

If the employee transfers from a post-doc employment relationship to the employment relationship of an ET employee, the employee will participate in the payment of the variable remuneration for ET employees in the year of the transfer in accordance with the applicable (general) works agreement. Remuneration for the year of transfer is taken into account in the calculation of variable remuneration for ET employees in the same way as ET remuneration. The one-time payment for post-docs will not be granted (not even on a pro-rata basis) for the year of transfer.

### (3) Probationary period and notice periods

Deviating from item 7 paragraph (1), no probationary period shall be agreed if an employment relationship has already existed between the company and the employee immediately beforehand.

### (4) Termination of previous employment contracts

The conclusion of a new employment contract cancels all previous employment contracts that exist with us or a company economically associated with us with effect from the start of the new employment contract.

## 7. Probationary period & notice periods

- (1) If the employment contract is concluded for an indefinite period, the first six months of the employment relationship shall be deemed to be a probationary period.

If the employment contract is for a fixed term, a probationary period of one month applies for a fixed-term employment relationship of at least three months up to and including six months. For fixed-term contracts lasting more than six months up to and including twelve months, a probationary period of three months applies. For fixed-term employment of more than 12 months, a probationary period of 6 months applies.

- (2) Within the probationary period, the employment relationship may be terminated by either party with one month's notice to the end of the month.

- (3) If the employment relationship is continued beyond the probationary period, it may be terminated

- in compliance with the notice period stipulated in the tariff agreement in the case of tariff employees (including specialist trainees („*Fachtrainees*“)),
- with a notice period of four weeks to the 15th of a month or to the end of the month for diploma, bachelor and master students,

- (4) with a notice period of three months to the end of the quarter for ET employees (including postdocs, Student intern as part of a dual study program, trainees and "Nawis") in the office and

- with a notice period of three months to the end of the month for ET employees in sales service and
- with a notice period of six months to the end of the quarter for executive employees

with due notice. This also applies to fixed-term contracts. If the applicable tariff agreement does not contain any provisions on the notice period for employees covered by tariff agreements, the statutory notice periods shall apply.

- (5) If the notice period applicable in accordance with paragraph 3 is extended by law for terminations by the company, this extended notice period must also be observed in the same way in the event of termination by the employee.

- (6) If a fixed-term employment relationship has been concluded with the employee, this may also be terminated by either party prior to the expiry of the fixed term by applying the relevant notice period in accordance with paragraph 3.

- (7) The right to terminate without notice for good cause remains unaffected for both parties.

## 8. Insurance in a pension fund

- (1) If the employee belongs to a special professional group (e.g. doctors, pharmacists, architects, notaries, patent attorneys, lawyers, tax advisors or tax agents, veterinarians, auditors and certified public accountants as well as dentists) and wishes to be exempted from statutory pension insurance in favor of a professional pension fund („*Versorgungswerk*“) or wishes to continue an existing membership in such a pension fund, the following paragraphs must be observed:
- (2) The professional pension funds are pension institutions for professions that are eligible for membership in a professional association. The employee must be a member of a professional association and submit a notice of exemption for future work to the relevant pension fund. For this purpose, it is necessary to apply for a renewed exemption from the statutory pension insurance („*Gesetzliche Rentenversicherung*“) obligation. This is also necessary if an exemption notice has already been issued for a previous occupation-specific activity. If the company does not have a notice of exemption for the specific activity when the employee starts work, the employee is first registered for pension insurance with the statutory pension insurance. However, if the employee submits the application for exemption from the statutory pension insurance in favor of the respective pension fund in good time (i.e. within three months of meeting the requirements for exemption), exemption in favor of the respective pension fund can also be granted retroactively. If the employee has any questions in this regard, he/she should contact the relevant professional pension fund.
- (3) If, during the course of the employment relationship, the employee engages in another activity that results in a significant change to the previous activity performed, the employee must - if membership in a professional pension fund exists at that time and this membership is to be continued - again apply for exemption and submit this notice of exemption to the company without being asked to do so. Otherwise, the company must register the employee for insurance with the statutory pension insurance and pay the corresponding amounts there.
- (4) If - even despite the existence of an exemption notice - the employee's obligation to be insured under the statutory pension insurance scheme is legally established retroactively for periods during which the employee was employed by the company, the employee hereby already assigns to the company - to the extent legally permissible - his claims against the relevant pension fund for repayment of the contributions paid to it. The assignment is directed to the entire contribution payments and, in particular, is not limited to the part to be borne by the company pursuant to Section 172a SGB VI. The company hereby accepts the assignment. In such a case, the employee further undertakes all necessary actions to establish and enforce a claim for payment against his pension fund, in particular, he undertakes to file an application for the cancellation of the contribution notices for such aforementioned periods, which may be necessary. The corresponding application for cancellation shall not be directed at any minimum contributions to be paid.

## 9. Vacation

- (1) The vacation entitlement
  - is based on the provisions of the tariff agreement for tariff employees<sup>2</sup>
  - is 30 days for ET employees and is based on the respective company vacation regulations. Of the 30 vacation days, 20 days are statutory minimum vacation and 10 days are additional contractual vacation.
  - is based on the company's vacation policy for executive employees<sup>3</sup>.
- (2) Unless otherwise expressly provided, the granting of leave in the respective calendar year shall first satisfy the statutory minimum leave, then any additional leave for severely disabled persons and then any additional contractual leave.

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<sup>2</sup> See information letter for more information.

<sup>3</sup> See information letter for more information.

## 10. Application of tariff agreements

- (1) The employment relationship of employees covered by tariff agreements is subject to the tariff agreements applicable to the respective business or part of the business in the most recent version. These are currently the tariff agreements of the chemical industry and, at the Berlin site, additionally the transitional association collective agreement and collective agreement on an annual wage structure dated 13/15/,06/23,08/2005.
- (2) The dynamic reference in accordance with paragraph 1 serves to ensure equal treatment of employees who are not bound by tariff agreements and those who are. Reference to the applicable tariff agreement shall apply as long as the company is bound by the tariff agreement. If the company is no longer bound by the tariff agreement, the tariff agreements applicable at that time shall continue to apply statically in the most recently valid version, unless they are replaced by other agreements.

## 11. Application of tariff agreements, opening clause

- (1) In addition to the employment contract and the General Terms and Conditions of Employment (and, in the case of tariff employees, the applicable tariff agreements conclusively regulated in no. 8), the collective regulations shall apply in their respective version insofar as the employee falls within their scope of application. The relevant collective regulations are the (general) works agreements for tariff and ET employees, and the company spokesperson committee agreements for executive employees.
- (2) All contractual agreements, including social benefits granted, are subject to superseding (collective) works agreements for tariff and ET employees and to superseding company spokesperson committee agreements for managerial employees. These collective regulations shall take precedence over contractual agreements including granted social benefits even if the contractual agreements are more favorable in individual cases.

## 12. Inventions/Copyright

- (1) All inventions made by the employee must be reported immediately to the Patent Department. The company will handle the inventions in accordance with the Employee Inventions Act („Arbeitnehmererfindungsgesetz“).
- (2) In addition, the attached „Richtlinien zu Arbeitnehmererfindungen“ ("Guidelines on Employee Inventions" – no English translation available) must be observed.
- (3) For work results that establish a copyright, the employee grants the company the right to exclusive and unrestricted use or to transfer the right of use.

## 13. Application of operational regulations and codes

- (1) The employee undertakes in particular,
  - to observe the regulations applicable to the company in each case, especially with regard to accident prevention and environmental protection
  - to read the respective valid Code of Conduct of the company and to apply the provisions therein ([Link: https://www.codeofconduct.sanofi/wp-content/uploads/2023/01/code-of-conduct-en-95114-4.pdf](https://www.codeofconduct.sanofi/wp-content/uploads/2023/01/code-of-conduct-en-95114-4.pdf))
  - as well as all other rules of conduct communicated within the company.
- (2) For executive employees at the Frankfurt site, the Höchst General Works Agreement on Work Regulations („Arbeitsordnung“) dated September 1, 1985 (which applies directly to tariff and ET employees) shall apply accordingly. The provisions contained therein may be amended unilaterally at any time by the company at its reasonable discretion in the case of managerial employees.
- (3) Employees who are involved in tasks (especially advertising, cooperation with health care professionals and health care organizations) that fall within the scope of the regulations of the Code of the Association for Voluntary Self-Regulation in the Pharmaceutical Industry must respect it.

## 14. Official obligations

- (1) The acceptance of gifts or other benefits from third parties in the course of the company's business requires the express consent of the company. The company must be informed of the offer or promise of such a benefit. Excepted from this are promotional gifts and invitations to business meals on a reasonable scale.

- (2) The employee agrees to use his or her private smartphone for multi-factor authentication for company services at the company's request, provided that no additional costs are incurred. This shall take place within the framework of the applicable data protection regulations and tariff agreements.

## 15. Voluntary and part-time activities

- (1) During the term of employment, the employee shall obtain the prior consent of the company for any secondary activity or activity in a supervisory body of another company. The same applies to the continuation of a secondary activity or activity in a supervisory body upon joining the company.
- (2) Consent shall be granted in text form (Section 126b of the German Civil Code („*Bürgerliches Gesetzbuch*“)) if there are no objective reasons for the secondary activity. Objective reasons exist in particular if the interests of the company are impaired by the secondary activity. The consent requirement does not apply to the taking up of charitable, denominational or political activities, provided that they do not impair the activity in accordance with this employment contract.
- (3) The employee is further obliged, for the duration of the employment relationship, to obtain the prior consent of the company
  - for the preparation of expert opinions,
  - to publications in word, writing or picture,
  - or to take on an honorary position,

if the interests of the company may be affected.

- (4) The employee is also obliged to inform the company of any circumstances that could give rise to doubts as to whether they are compatible with the duties arising from the employment contract (conflict of interest).

## 16. Obligations to notify and provide information

- (1) The employee undertakes to notify the company without delay of all changes in personal circumstances, insofar as they are of significance for the employment relationship, and to provide evidence of such changes if necessary. This obligation concerns in particular
  - a change of address,
  - changes in marital status (such as marriage, divorce, births, deaths) and alimony obligations,
  - change of membership in a health insurance company,
  - acquisition or loss of special rights and pension entitlements, pension amount,
  - degree of reduction in earning capacity in the case of severe disability („*Grad der Schwerbehinderung*“),
  - the revocation of the driver's license, insofar as this is required for business purposes,
  - the expiration of the work permit or residence permit.
- (2) If the employee fails to notify the company of any changes, the employee shall bear the resulting disadvantages.
- (3) If a change of address has not been duly reported, notices from the company to the last address given shall be deemed to have been received even if they are not delivered or are delivered late.

## 17. Confidentiality

- (1) The employee undertakes to maintain confidentiality about all business secrets or other confidential information of the company that have become known to him/her during the term of the employment relationship, both outsiders and other employees who are not directly involved with the subject matter in question (third parties). Business secrets include, but are not limited to, the business and financial position of the Sanofi-Aventis Group and/or of the company, strategic business plans, pricing information, marketing plans and business development strategies, sales and marketing data, patient and employee data, clinical data, research and technical data, inventions, innovations, manufacturing techniques, prospects/forecasts and opportunities, ongoing litigation, customer relationships, terms of contractual relationships with third parties or ongoing negotiations with third parties regarding potential contractual relationships, and information received from third parties after signing confidentiality and use restrictions. The obligation of confidentiality does not extend to such knowledge which is accessible to everyone or

the disclosure of which is evidently without disadvantage for the company. In case of doubt, technical, commercial and personal processes and circumstances which become known to the employee in connection with his activity shall be treated as business secrets. In such cases, before disclosure, the employee is obliged to obtain instructions from the management as to whether a particular fact is to be treated as confidential.

- (2) The employee is prohibited from obtaining a trade secret by reverse engineering unless these products have been made publicly available. This includes, in particular, examining or disassembling products of the company in order to reconstruct them and/or to create a 1:1 copy.
- (3) The duty of confidentiality shall also extend to the matters referred to in paragraph 1 of other companies with which the company is legally, organizationally or economically affiliated. This shall also apply to the affairs of other companies with which the company is in business contact.
- (4) The obligation to maintain confidentiality shall continue to exist in this respect after termination of the employment relationship if business secrets are involved in which there is a particular interest in confidentiality from the point of view of the company. Even after leaving the services of the company, the employee should obtain instructions from the company on the confidentiality of the information before disclosing it.
- (5) The aforementioned duty of confidentiality regarding confidential information of the company, which is in principle unlimited in time and continues to apply even after termination of the employment relationship, shall not apply to the extent that
  - a) the disclosure of information is made with the consent of the company, is undoubtedly necessary in its interest or is obviously without disadvantage for the company,
  - b) there is a legal obligation for the employee to provide information about the respective Information (e.g. to the tax office, the employment agency, the spouse or the registered partner),
  - c) one of the exceptions set forth in Section 5 *Geschäftsgeheimnisgesetz* applies to trade secrets,
  - d) the employee is entitled to report or disclose confidential information in accordance with the provisions of the *Hinweisgeberschutzgesetz*,
  - e) the respective information has already become generally known at the respective point in time without violation of the duty of confidentiality incumbent upon the employee,
  - f) the employee uses the respective information only as purely experiential knowledge,
  - g) the employee would be restricted in his professional activities by the obligation to keep the respective information confidential in the sense of a post-contractual non-competition clause pursuant to Section 74 HGB or
  - h) due to the lapse of time or for other reasons, there is (no longer) a legitimate interest of the Company in keeping the respective information confidential.
- (6) At the request of the company, the employee is obliged to assure that he/she no longer possesses such documents referred to in this clause, either in the original or as a copy, and that he/she has not passed them on to third parties. The obligation to insure does not apply in cases covered by Sections 3 (2) and 5 *GeschGehG*.
- (7) The employee undertakes to conclude a separate agreement on the protection of company and business secrets in the case of justified interest of the company.

#### **18. Other agreements and amendments to the contract (reservation of the right of voluntariness)**

All benefits provided by the company that are not regulated in the employment contract, in these general terms and conditions or otherwise in text form are provided voluntarily. No claim for the future shall arise from the repeated or continuous granting of such benefits. Each year a new decision is made on the reason for and the amount of such special payments. Even in the event of repeated payment of a similar special payment, the repeated payment shall not give rise to a claim for the future.

#### **19. Provision of a telephone and data connection (sales force)**

The employee working in sales is obliged to set up and maintain a suitable private telephone/data connection, if necessary, to ensure data communication with the technology used in the company in each case.

**20. Exemption from work performance**

- (1) The company is entitled to waive the employee's work performance with continued payment of the remuneration owed under the tariff agreement or contract if there is an objective reason for doing so. This shall apply in particular after notice of termination has been given - irrespective of which party - for the duration of the notice period. The release may be revocable or irrevocable.
- (2) The irrevocable leave of absence shall be credited against any vacation entitlements and other entitlements to time off. Any interests of the employee that are worthy of protection must be taken into account.
- (3) If the employee receives income from another employment relationship or from self-employment during the irrevocable leave of absence outside of the leave, he/she must inform the company of the amount of this income without being requested to do so and submit suitable evidence. A deduction shall be made.

**21. Company pension scheme<sup>4</sup>**

**Permanent employees**

- (1) In accordance with the company agreements, the employee shall receive a company pension, if applicable, which shall be based on the pension scheme applicable to him in its currently valid version.
- (2) In the event of an existing membership, the employee shall become or remain a full member of the pension fund appointed by the company for the duration of the employment relationship, provided that the statutory requirements are met. He undertakes to maintain this membership for the duration of the employment relationship. Unless membership already exists, the employment contract shall be deemed to be an application for membership.

**Temporary employees**

- (1) In accordance with the company agreements currently in force, the employee shall receive a company pension from the 13th full calendar month of employment onwards in accordance with the pension scheme applicable to him in its currently valid version.
- (2) Upon payment of the first contribution, the employee shall become a regular member of the respective pension fund appointed by the company for the further duration of the employment relationship, provided that the statutory requirements are met, and he undertakes to maintain this membership for the further duration of the employment relationship and to pay the monthly contribution provided for under the pension scheme applicable to him. The employment contract shall be deemed to be an application for membership with effect from the aforementioned date.

**22. Obligations to retain and surrender documents**

- (1) The employee must carefully store the company property in his possession, including all business documents, written documents, information carriers, technical devices, data carriers and other documents, and protect them from any unauthorized inspection. He/she undertakes to return the company property and the business documents including all transcripts, copies, electronic files and data carriers to the company upon request at any time or to delete electronic files on private data carriers, at the latest - without being requested to do so - upon termination of the employment relationship.
- (2) Paragraph 1 also applies to personal records concerning business transactions.
- (3) If the employee is released from his/her work duties, the company property must be surrendered from the beginning of the release. This applies in particular to items such as cell phones, laptops, etc., which have been provided to the employee.

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<sup>4</sup> The information letter and the employee portal contain further information on voluntary additional company pension benefits.

- (4) Any right to private use that may have been granted shall expire when the obligation to surrender the equipment arises, without the employee acquiring any entitlement to compensation.
- (5) There shall be no right of retention in respect of the company's own items.

### **23. Non-competition agreement / enticement (EE)**

Should it become necessary to enter into a non-competition agreement with executive employees, the EE agrees to consent to an agreement in the form customary in the company. The geographical and factual scope shall be determined by the company in accordance with the employee's activity. This also applies to the agreement on a enticement clause.

### **24. Limitation period**

- (1) Limitation periods for tariff employees result from the applicable tariff agreement<sup>5</sup>.
- (2) For executive and ET employees, the following applies:  
All claims of both parties arising from the employment relationship must be asserted within a period of three months from their due date, at least in text form. After expiry of this period, the assertion of claims is excluded.  
If a claim only becomes due after termination of the employment relationship, it must be asserted in text form no later than three months after becoming due.  
The aforementioned preclusion periods shall not apply to liability due to gross negligence or intent, to damages resulting from injury to life, body or health or to claims of the employee which are excluded from this preclusion period by law (e.g. *AEntG*, *MiLoG*, *BetrVG*, *TVG*).

### **25. Utilization of bAV**

From the time the employee reaches the age of 62, it is possible to claim the company pension benefits with prior termination of the employment relationship. If the company already granted the pension commitment to the employee before January 1, 2012, the employee may claim the above-mentioned company pension benefits upon reaching the age of 60, subject to prior termination of the employment relationship.

### **26. Written form**

- (1) Additions and amendments to the employment contract must be made in writing (§ 126 German Civil Code („*BGB*“), electronic form (§ 126a *BGB*) and text form (§ 126b *BGB*) are excluded), unless they are based on an express or individually negotiated agreement.
- (2) The cancellation, amendment or supplementation of this written form requirement must also be in writing.

### **27. Applicable law and language**

- (1) The employment relationship is subject to the law of the Federal Republic of Germany.
- (2) All contract explanations, translations of collective agreement (e.g. company agreements, tariff agreements), other translations of company regulations and information as well as these general terms and conditions provided by the company also in English shall be of informative character only and shall have no legal effect.

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<sup>5</sup> See information letter for more information.