



# General Contract Terms and Conditions of Deutsche Bahn AG and its Affiliated Enterprises for Personnel Services

(General Contract Terms and Conditions – Personnel Services) as of 01.05.2024 -

## Part 1 General provisions

### 1 General provisions, integrity clause

- 1.1 These and any supplementary contractual terms and conditions of the Client shall apply exclusively. Any contradictory, supplementary or divergent terms and conditions specified by the Contractor shall form a component part of the contract only if expressly accepted in writing by the Client. This shall also apply to any terms and conditions that are specified in order confirmations or other confirmations of the Contractor. Acceptance of goods/services shall not constitute acceptance of the terms and conditions of the Contractor. The contractual terms and conditions of the Client shall also apply if the contract with the Contractor is executed without reservation, despite knowledge of contradictory terms and conditions, supplementary terms and conditions or terms and conditions that diverge from these contractual terms and conditions of the Client.
- 1.2 The services must comply with the Client's standards and norms as agreed in the contract. The Contractor shall notify the Client in writing immediately of any reservations it may have about executing services in the manner requested by the Client, or if the Contractor believes that it is being obstructed by a third party or by the Client from executing these services. The Contractor shall ensure that the services meet the objective of the contract and that they are carried out with the required efficiency.
- 1.3 If it is necessary to revise any of the documentation created prior to acceptance, this shall be performed by the Contractor without entitlement to separate remuneration.
- 1.4 The Contractor shall abide by the contractual remuneration agreements. Any entitlement to amended remuneration requires agreement on the amount of this remuneration prior to execution of the service and must be in writing for evidentiary purposes.
- 1.5 As a general rule, the Contractor's services must be carried out personally by the Contractor or by its employees. The Contractor guarantees that only reliable employees with the appropriate functional and interpersonal skills will be deployed and that these employees will be committed to exercising the utmost care and attention to detail. Similarly, if the Contractor engages subcontractors, they must also have suitable functional qualifications; in addition, this requires the prior written consent of the Client, which may not be refused without good reason. If any personal data is processed, consent can be refused due to the lack of data protection measures pursuant to Article 28 GDPR (including but not limited to technical and organizational measures and the register of systems used to process personal information.)
- 1.6 The Contractor shall not replace the employees it has specified for contract performance or the contractually agreed employees without good reason. To replace these employees, the Contractor must acquire the prior written consent of the Client, which may not be refused without good reason. In justified cases, the Client has the right at any time to demand the replacement of employees deployed by the Contractor, if performance of the contract would otherwise be jeopardized.
- 1.7 The Contractor may not attend to its own or external company or supplier interests where there is a relationship to the commissioned service.
- 1.8 Within the framework of the contractual relationship, the contracting parties agree to take all necessary measures to prevent corruption and other criminal offenses, and other forms of gross misconduct. They agree, in particular, to take all necessary precautionary measures in their enterprises to prevent gross misconduct in Germany and abroad. Irrespective of the form of participation in committing, inciting, or aiding and abetting an offense, gross misconduct includes
- a) serious offenses that have been committed in the course of business. These include criminal offenses in Germany and other countries that involve, in particular, fraud, abuse of trust, document forgery or similar offenses,
  - b) offering, promising or granting undue benefits to any civil servant, public official or other person specifically bound to carry out public service duties (bribery or granting an undue advantage), or members of the Management Board, Managing Directors or other employees of Deutsche Bahn AG or its Group companies (bribery in business conduct),
  - c) offering, promising or granting undue benefits to any person engaged in a freelance capacity by Deutsche Bahn AG or its Group companies who is active in the award or execution of a contract, e.g. technical designers, consultants and project control officers,
  - d) in connection with the activity of the Contractor for Deutsche Bahn AG or its Group companies, offering, promising, or granting undue benefits to any other German or foreign civil servant, public official, or other office holder or person specifically bound to carry out public service duties or to any employee or appointee of any other businesses in relation to the initiation, award, or execution of a contract by third parties,
  - e) any unauthorized procurement, securing, use, or communication of trade or business secrets for competitive purposes, for personal gain, for the benefit of a third party, or with the intention of inflicting damage or loss on the business owner, or any unauthorized use or communication, for competitive purposes or for personal gain, of documents or technical instructions entrusted in the course of business dealings, and any unauthorized use or transmission, for competitive purposes or for personal gain, of documents, technical instructions or trade information of the Client entrusted in the course of business dealings, including any such material supplied on data carriers,
  - f) any infringement of provisions designed to protect unimpeded competition; in particular, violations of hardcore antitrust restrictions in accordance with Article 101 of the Treaty on the Functioning of the European Union, section 1 of the German Act Against Restraints of Competition (*Gesetz gegen Wettbewerbsbeschränkungen*, "GWB") (price, bidding, quantity, quota, customer allocation, and territorial agreements),
  - g) violations of economic sanctions or the circumvention of European Union sanctions or of other applicable national, European and international embargo or trade-control regulations, and
  - h) other serious offenses or gross misconduct. These include criminal acts; in particular, terrorist offenses, involvement in a criminal organization, money laundering, and the financing of terrorism, child labor, and other forms of human trafficking or similar offenses.
- Gross misconduct in the aforementioned sense shall also be deemed to have been committed if persons who are associated with the employees, managing directors, or Management Board members of the Deutsche Bahn Group are offered, promised or granted impermissible advantages and where specific assistance with design and tendering is provided in order to subvert competition.
- 1.9 If, at the time of awarding the contract award, the Contractor or persons appointed by it or acting on its behalf are shown to have come to an agreement that represents an unlawful restriction of competition, the Contractor shall pay compensation in the amount of 15% of the net contract value, unless it is not responsible for the violation. This shall not impede the right of the Contractor to prove the damage is lower or of the Client to prove the damage is higher and the right of both to assert any such claims. Furthermore, other contractual or legal claims of the Client shall remain unaffected.



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1.10 If, in the context of a contract award or providing services, an employee, a Managing Director or a Board Member of the Contractor, or any subContractor working under the direction of the Contractor, commits gross misconduct within the meaning of section 1.8 to the detriment of the Client, the Contractor shall pay the Client a contractual penalty, unless it is not responsible for the violation.  
The penalty shall amount to

- a) 7 % of the net contract value if the gross misconduct is committed by a managing director or member of the board of the Contractor, or
- b) 5 % of the net contract value if the gross misconduct is committed by an agent holding full power of attorney or authorized representative, or
- c) 2 % of the net contract value if the gross misconduct is committed by other employees of the Contractor or by subContractors,

but the minimum contractual penalty shall amount to EUR 5,000. This contractual penalty shall not affect the rights of the Client to claim damages for misconduct. However, in this case, the contractual penalty shall be offset against any such claims for damages.

Cases of unlawful restriction of competition according to Item 1.9 and concurrent acts of gross misconduct according to Item 1.8 (whereby the same offender commits several separate acts of gross misconduct punishable under criminal law or whereby one and the same act of gross misconduct is an offense against several different statutory provisions) shall not be subject to the contractual penalty. Item 1.9 shall apply conclusively in this regard.

1.11 If an act of gross misconduct within the meaning of section 1.8 is committed by an employee, managing director or member of the board of the Contractor,

- a) the Client shall be entitled to invoke extraordinary termination of the contract without notice,
- b) the Contractor shall be debarred from competing for orders awarded by Deutsche Bahn AG and its Group companies for a period of up to five years, unless otherwise specified by law. If the Contractor can provide evidence of appropriate and sufficient self-corrective actions, the ban may not be implemented. The severity and the circumstances of the misconduct shall be taken into account.

The extent of the ban and the readmission to the competitive tendering process are governed by the Deutsche Bahn AG guidelines on barring contractors and suppliers. These guidelines may be inspected at any time at the Client's premises.

1.12 The Contractor undertakes to assist actively with the prevention of gross misconduct within the meaning of Item 1.8 and the investigation of suspected misconduct, and to cooperate with the Client in this respect within the scope of the contractual relationship.

If the Contractor gains knowledge of facts that constitute a suspicion of gross misconduct within the meaning of Item 1.8 and that impact the Client, the Contractor is obliged to immediately notify the Client of such in writing. Furthermore, if such gross misconduct lies within the sphere of the Contractor, the Contractor is obliged to investigate the circumstances of the case immediately. If the suspicion is confirmed, the Contractor is obliged to take appropriate specific technical, organizational, and personnel measures to terminate the misconduct without delay and to prevent such misconduct in the future. The Contractor shall promptly inform the Client in writing on the progress and outcome of the investigation of the circumstances of the case and on any measures taken.

1.13 The Client and the Contractor shall each give their consent to the other party within the context of their contractual relationships for regular mutual checks of their information against the latest versions of the sanctions lists, including the European Union Consolidated Financial Sanctions List, the United Nations Security Council Consolidated List, the US Department of

the Treasury's Office of Foreign Assets Control (OFAC) sanctions lists, the United Kingdom's Office of Financial Sanctions Implementation (OFSI) sanctions lists and the Swiss State Secretariat for Economic Affairs (SECO) sanctions list. When doing so, they shall observe all relevant provisions based on data protection law, especially with regard to data economy and data security.

The Contractor declares that its enterprise, its employees as well as all natural or legal persons, which have a majority interest (50% or more) in the Contractor or that are controlling the Contractor in any other way, legally or actually, solely or jointly, are not included on any of the aforementioned sanctions lists. The Contractor undertakes to use appropriate measures to ensure that the requirements of current sanctions, in particular financial sanctions, embargoes and trade-control regulations of the European Union and its Member States, the United Nations, the United States, the United Kingdom and Switzerland are implemented in its enterprise's business operations. This also includes not entering into or maintaining any business relationships with natural persons, companies or organizations that are included on one of the aforementioned sanctions lists or are owned or controlled by sanctioned persons, companies or organizations and not entering into any transactions with such natural persons, companies or organizations within the scope of and in connection with the execution of this agreement, as well as fulfilling the order without the use of goods or services related to sanctioned goods that are sanctioned under the aforementioned financial sanctions, embargo measures and foreign trade regulations of the European Union and its Member States, the United Nations, the USA, the United Kingdom and Switzerland.

Furthermore, the Contractor undertakes to disclose to the Client without undue delay in writing any positive results found during checks against the aforementioned sanctions lists as well as the fact that the Contractor or natural persons, companies or organizations owned or controlled by the Contractor became a sanctioned natural person, company or organization.

The assertion of claims for damages of any type (in particular, due to default or non-performance) and the assertion of other rights by the Contractor are excluded if these are associated with the Client's compliance with applicable sanctions. This does not apply in the event that the Client is accused of intent or gross negligence. The Client shall be entitled to terminate the Contract without notice in the event that the Contractor violates the applicable sanctions or the Contractor or natural persons, companies or organizations, which hold an ownership interest in or control the Contractor, become sanctioned. Further claims shall remain unaffected by this. The Client is entitled to invoke extraordinary termination of the contract if any matches are found during the aforementioned checks.

The arrangements and obligations of this Section 1.13 shall apply only to the extent that their arrangement or the making or obtaining of a declaration based thereon does not result in the Client or the Contractor violating Article 5 (1) of Council Regulation (EC) No. 2271/96, Section 7 of the German Foreign Trade and Payments Act (*Außenwirtschaftsverordnung*, "AWV") or similar anti-boycott or non-discrimination regulations.

### 2 Safeguarding the interests of the Client by the Contractor

2.1 The Contractor is obliged to safeguard the rights and interests of the Client within the scope of the services to be performed by the Contractor.

2.2 The contracting parties shall make reasonable efforts to comply with the human rights and environmental provisions of the agreed DB Code of Conduct for Business Partners.

2.3 The Contractor is not permitted to represent the Client unless it receives special authorization from the Client in writing.

### 3 Assignment of claims, setting off

3.1 The Contractor shall not be permitted to assign its claims against the Client to third parties. Section 354a of the German Commercial Code (*Handelsgesetzbuch*, "HGB") remains unaffected.



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- 3.2 The Contractor shall not be entitled to exercise any lien or other right of retention if this is based on counterclaims from other legal transactions with the Client.
- 3.3 The Contractor shall be entitled to offset its claims only against claims (including claims arising from other legal relationships) that are undisputed or that have been established as final and absolute by a court of law.
- 3.4 The Client shall be entitled to full rights of lien and set-off.
- 4 Rights to work results, right to data**
- 4.1 The Contractor shall make the work results it shall produce during contract performance (Item 4.2) directly available to the Client. If work results are owed in electronic form, the Contractor shall transmit them in a digital format that is customary in the industry.
- 4.2 All material and immaterial results, including all existing commercial intellectual property rights and copyrights, as well as legal positions similar to intellectual property rights, that come into existence during contract performance on the part of the Contractor ("work results") belong to the Client at the moment of their creation, regardless of their form. Work results are in particular, but not limited to, programs, program lists, utility software, documentation, documents (for training purposes in particular), protocols, drawings and source code, trade and business names, domain names, as well as legal positions existing in each instance, such as copyrights (including rights to computer software) and usage rights developed based on the above, supplementary neighboring rights, including database protection rights, trademarks and business designations, designs and Community designs, patents and utility models, registered designs and semiconductor protection rights, supplementary protection certificates, rights to trade secrets and expertise; in each case, this shall include any applications and entitlements worldwide. The Contractor transfers all work results to the Client for this purpose. The client shall accept this transfer. Insofar as a transfer of work results to the Client is not possible for legal reasons, the Contractor grants the Client the exclusive right unlimited in time, space and content, to use the work results for all types of usage, including types of usage that are currently unknown, and in particular to reproduce them, publish them, to make them publicly accessible, to edit, or to change them. The Contractor shall do so without receiving special remuneration. The Client shall be entitled to transfer the rights granted to it in whole or in part to third parties or to grant third parties rights of use through sublicensing. The Client accepts the granting of rights. Section 14 of the Copyright Act [Urhebergesetz - UrhG] shall remain unaffected by the above terms.
- 4.3 Insofar as the work results contain preexisting rights and/or industrial data (Item 4.8) belonging to the Contractor or third parties, the Contractor warrants that the Client may use these rights and non-industrial data as elucidated above. The Contractor shall grant the Client a non-exclusive usage right to these rights and industrial data, including all materials, techniques, working methods, and expertise. Otherwise, however, the Contractor shall grant the Client this right in accordance with the aforementioned granting of rights (Item 4.2), insofar as this is necessary for the usage of work results.
- 4.4 The Client shall have the right to publish the work results and all related documents. The Client shall be required to specify the names of the Contractor and any third parties involved only if doing so is customary in the industry. The Contractor warrants that all third parties involved have declared a corresponding waiver of their right to be named, and it shall indemnify the Client against any claims asserted in this respect. The Contractor shall require consent from the Client prior to publishing work results.
- 4.5 The Client shall not use any open source components that trigger a so-called copyleft effect during contract performance. Any usage of open source software by the Contractor to provision the contractual services shall require prior written consent from the Client, and it shall relate specifically to certain open source license conditions.
- 4.6 The Client shall have sole authorization to file applications for intellectual property rights regarding work results that are eligible for intellectual property rights, unless it expressly waives this right in writing vis-à-vis the Contractor. The Contractor shall inform the Client about the creation of such work results without undue delay. Insofar as the Employee Inventions Act (*Arbeitnehmererfindungen*, "ArbnErfG") is applicable to work results, the Contractor shall do the following:
- make use of the work results without restrictions according to the ArbnErfG and
  - provide the Client with these work results in return for reimbursement of the employee inventor remuneration according to Section 9 of the ArbnErfG; otherwise, it shall make these work results available without special remuneration according to Item 4.2.
- Preparing applications for intellectual property rights shall be the responsibility of the Client.
- 4.7 In addition to Item 6, the Contractor shall treat all work results according to the obligations specified therein, unless an exceptional case as per Item 6.2 exists.
- 4.8 All values that have been recorded as a result of contract performance, as well as data and analyses directly based on these values, including all results of measurements and output of sensor devices and statistics, raw data, analysis data, electronic and/or written data, geodata, evaluation data, machine-generated data, such as operational and diagnostic data and statistics ("Industrial Data") - regardless of whether they have been collected by equipment (in particular, measuring devices) belonging to the Contractor or the Client - shall belong to the Client and may be used exclusively by the Client. "Industrial data" refers to business secrets that are to be handled confidentially according to Item 6. All rights to industrial data shall belong exclusively to the Client. The Contractor may collect, process, and use industrial data only to the extent to which the Client granted its consent in writing in advance or to the extent necessary to perform the contractually owed services. Any further usage of industrial data or knowledge developed based on industrial data on the part of the Contractor or the transfer of such to third parties shall require prior written consent from the Client.
- 4.9 The above provisions shall continue to apply after termination of the contractual relationship.
- 5 Intellectual property right infringements**
- 5.1 The service provided by the Contractor must be free of third-party rights. If use in accordance with the contract is restricted or forbidden due to the infringement of third-party property rights, the Contractor is obliged, at its own choice, to either change the service or replace it so that the property right infringement is eliminated but still complies with the contractual terms and conditions, or to obtain the right of use so that the service can be used by the Client in accordance with the contract and without restriction or additional costs.
- 5.2 At the first request, the Contractor shall release the Client from the claims that a third party asserts against the Client due to an infringement of intellectual property rights and, from the time of the first request, the Contractor shall handle the dispute with the third party, unless the Contractor is not responsible for the infringement of intellectual property rights. The Client shall support the Contractor here to the extent necessary. Any associated necessary and verified expenses shall be reimbursed. The Client is obliged to notify the Contractor in writing without undue delay if claims are asserted against the Client due to the infringement of intellectual property rights. The period of limitation for the right of indemnity shall be limited to a period of two years from the date on which the circumstances establishing this right become known to the Client or would have become known to it had it not acted in a grossly negligent manner. Otherwise, the right of indemnity shall lapse after a period of ten years from the date of establishment of this right, irrespective of the Client's knowledge or grossly negligent ignorance.



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- 5.3 Furthermore, the statutory regulations regarding the liability for defects shall apply.
- 6 Protection against the misappropriation of trade secrets, confidentiality, data protection, return of documents**
- 6.1 The contracting parties shall ensure that any persons they entrust with processing, performance or handling the contract comply with statutory privacy regulations and the German Federal Trade Secrets Act (*Gesetz zum Schutz von Geschäftsgeheimnissen*, "GeschGehG"). Additionally, the contracting parties shall keep confidential any information, documents or items concerning personal data, operating secrets or trade secrets obtained from the other contracting party's sphere, as well as any information that is labeled as confidential or is to be assessed as confidential for any other reason, regardless of whether the information has been communicated verbally, in writing or in any other way, such as digitally. This obligation applies regardless of whether the information that is to be assessed as confidential has been labeled accordingly or is subject to technical or organizational protective measures. If the information to be exchanged does not meet the criteria of a trade secret in individual non-disclosure agreement according to the GeschGehG, it shall still be subject to the duty of confidentiality in line with the intentions of the contracting parties, provided that it recognizably constitutes confidential information as far as the other contracting party is concerned.
- 6.2 The contracting parties shall refrain from disclosing the confidential information, take appropriate confidentiality measures to protect against unauthorized access, and refrain from passing information on to third parties without authorization or using it for purposes other than what has been contractually agreed. Appropriate measures for ensuring confidentiality include using technical security measures that are in line with the state of the art (Article 32 GDPR) and obligating employees to maintain confidentiality and observe data protection measures in accordance with the GDPR. If the contracting party transferring the information has provided specifications for maintaining the confidentiality of particularly sensitive information based on different confidentiality levels, the other contracting party must maintain the information in line with these specifications. Each contracting party may request that the other contracting party provide information about or evidence of the nature and scope of its security measures. The duty of confidentiality does not apply to information or items that the receiving contracting party is able to prove (1) was/were generally known or readily available without violations, either wholly or in the format and combination provided, to persons who normally handle such information; (2) is/are becoming publicly accessible at a later point without any breaches of the obligation to maintain confidentiality; or (3) was/were verifiably obtained by the receiving contracting party itself without use of or reference to the confidential information of the other contracting party; or (4) was/were made known to the receiving contracting party from an authorized third party in a legal manner, without any violations of this obligation of secrecy. If a contracting party is obliged to disclose some or all confidential information due to applicable legislation, court orders or official orders, the contracting party shall notify the owner of the confidential information of this immediately in writing and make all reasonable efforts to reduce the extent to which the information is disclosed to a minimum and, where necessary, provide the owner of the confidential information with any reasonable support required to obtain a protection order against the disclosure of all confidential information or parts thereof.
- 6.3 The contracting parties shall impose the same obligations on all persons – whether they are employees or third parties – that were entrusted with processing, performing or handling the contract at the time of the contract being formed or are entrusted with this occasionally as part of collaboration. The contracting parties shall also provide evidence of this obligation to the other contracting party on request. Additionally, the contracting parties shall only disclose confidential information to those persons who are reliant on knowing the information for the contractually agreed purpose.
- 6.4 Transferring the information does not transfer any rights or licenses to the other contracting party, unless otherwise expressly specified in other contractual provisions.
- The Contractor shall in no way commercially use or imitate (particularly by means of reverse engineering) the confidential information for purposes outside of this agreement, nor shall it have the confidential information used or imitated by third parties for purposes outside of this agreement. Furthermore, it shall not register any commercial intellectual property rights in relation to the confidential information – particularly brands, designs, patents or utility models – where using the confidential information in this way does not conform to the intended purpose of the contract.
- 6.5 Each contracting party may terminate the contract without notice if the other contracting party is in breach of its aforementioned obligations. Claims for damage compensation and any other claims or rights (according to the GeschGehG, for example) shall remain unaffected. The obligations to maintain confidentiality shall remain in place for a further 5 (five) years after the contract has come to an end or has been terminated.
- 6.6 The Contractor undertakes to treat all documents handed over to it by the Client confidentially and, after completion of the contract, to return them without undue delay or securely delete or destroy them if requested. The Contractor is not entitled to the right of lien in respect of these documents. Legal retention requirements shall remain unaffected hereby.
- 6.7 If execution of a service by the Contractor is associated with activities for which, in the opinion of the Client, the conclusion of an order data processing contract within the meaning of Article 28 GDPR, section 62, (5) of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*, "BDSG") or an appropriate supplementary contract in accordance with section 62 (5) BDSG is required, the Contractor is obliged to negotiate and conclude such a contract based on the standard sample contract of the Client or one of its affiliated enterprises with the required specific amendments in each case and without undue delay. In the case of services with a foreign element, the Contractor is obliged, at the request of the Client, to conclude an order data processing contract or any other privacy agreement based on a sample contract specified by the Client.
- 6.8 Without prejudice to the provisions above, the Contractor may provide information about (partial) order values or (partial) prices to third parties only in cases that are strictly prescribed by law. The same applies to any communication of rounded or approximate figures, and to percentage comparisons with previous orders. Press releases and other communications regarding orders that have been issued are only permitted in consultation with the Client.
- 7 Security of the information systems of the Client**
- 7.1 Direct or covert access to the information systems (operational systems, networks, programs, datasets) of the Client and its affiliated enterprises is only permitted to the Contractor upon conclusion of a supplementary contract within the meaning of section 6.7 if it has received express access authorization in writing from the Client; such access permission is restricted to the expressly approved and deployed employees of the Contractor or its subcontractors. Transfer of access authorizations to third parties is forbidden. Any access authorization granted may be used only in the context of the contractually assumed services.
- 7.2 If conditions of use exist for the connection of devices to data networks of Deutsche Bahn (hereinafter "conditions of use"), the Contractor shall comply with these when using the information systems of the Client and its affiliated companies. The Contractor shall not establish a connection to the data network unless these regulations are complied with. Upon written request, the Client shall make the conditions of use available to the Contractor.
- 7.3 The Contractor undertakes to make proper use of its deployed IT/OT systems (e.g. notebooks, etc.) in the data networks of the Client and its affiliated companies. The Contractor may only use IT/OT systems that conform to the current state of the art at the time of use and shall use effective protective measures to prevent the penetration of viruses or other damaging code. These protective measures include a state-of-the-art virus scanner and current security patches, updates, and service packs.



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7.4 The use of hacking tools, sniffer software, etc. is forbidden unless this has been expressly approved. The Contractor is responsible for ensuring that the data networks of the Client and its affiliated companies are not coupled with other data networks.

7.5 After termination of the contractual relationship, the Contractor undertakes, at all the Contractor's and its subContractors' primary and secondary locations, to securely and sustainably delete, destroy or return to the Client all data connected to the contractual relationship without undue delay, unless it is legally obliged to retain the data. Upon request, the Contractor shall provide evidence of this to the Client.

7.6 The Client reserves the right to carry out blocks or monitoring as a result of government agency orders or in line with the conditions of use. Also, interruption of network access shall be possible at any time if the devices of the Contractor that are connected to the network in any way affect the operating security or the operating behavior of the network or of other devices or software connected to the network.

7.7 The aforementioned applies subject to differing regulations concerning the handling of personal data in the contractual relationship in accordance with section 6.7.

### 8 Written form, severability clause, applicable law, place of jurisdiction, language

8.1 There are no ancillary agreements to the contract unless the individual contract makes explicit reference to ancillary agreements. Any amendments or additions to the contract - including this clause - shall be agreed in writing for the purposes of verification. Each party may subsequently request certification in written or electronic form. The use of an advanced electronic signature is sufficient for compliance with the electronic form.

8.2 Should any individual provisions of this contract be or become void, the remainder of the contract shall remain unaffected. The void provision shall be replaced by the relevant statutory regulation.

8.3 The contract and any claims resulting from it shall be subject to German law only.

8.4 The place of jurisdiction is the place where the Client has its registered office. In the case of framework contracts, this responsibility shall also apply to disputes relating to individual requisitions, irrespective of which place is making the requisition. However, the Client is also entitled to invoke the courts at the place where the Contractor has its registered office.

8.5 Only the German version of this contract is valid and legally enforceable. Unless otherwise expressly agreed in the contract, all documents shall be created in the German language, and all statements shall be issued in the German language.

### 9 Transfer clause

The Client is entitled to transfer its rights and duties under the Agreement to its affiliated group companies without requiring the consent of the Contractor. The provisions concerning the transferability of usage rights, the legal provisions for the transfer of claims, and the obligation in accordance with section 6.7 of this contract shall remain unaffected.

### 10 Overall limit of contractual penalty

Unless otherwise agreed, the total of all contractual penalties claimed from an individual contract may not exceed 10% of the agreed remuneration. The assertion of a contractual penalty in accordance with sections 1.9 and 1.10 (integrity clause) and of claims for damages, independent of the legal basis, shall remain unaffected.

## Part 2 Special provisions: temporary employment

### 11 Permits

11.1 The Contractor warrants that it has a permit to provide temporary staff in accordance with section 1 (1) of the German Temporary Employment Act (AÜG) and that it duly pays the contributions to social and pension insurance institutions.

11.2 In the event that there is a change in the permit for provision of temporary workers, the Contractor shall be obliged to notify the Client of such a change in writing without undue delay. A change in permission may result in particular from revocation, withdrawal, extension, granting subject to certain conditions, as well as from the inclusion, amendment or addition of conditions.

### 12 Conclusion of contracts

12.1 Employee leasing contracts shall be concluded in writing. Any amendments and additions or additional agreements to this contract shall not be valid unless made in writing.

12.2 Employee leasing contracts shall be expressly designated as such. The leasing of an employee for the purpose of employee leasing must be clearly stated in the employee leasing contract.

12.3 The Contractor shall ensure that the temporary employee is not leased until the written employee leasing contract has been duly signed (section 1 (1) sentence 3 AÜG).

### 13 Employment relationship

13.1 Relations governed by the employment contract shall exist exclusively between the temporary employee and the Contractor. Consequently, the Contractor is obliged to comply with and enforce the collective bargaining rights of the temporary employee, including remuneration and vacation.

13.2 The conclusion of an employee leasing contract shall not establish any relations governed by labor law between the Contractor's employee and the Client.

13.3 During the assignment, the temporary employee shall be subject to the orders and supervision of the Client for the tasks agreed under the employee leasing contract. The Client shall brief the temporary employee on the work in advance and provide instruction.

13.4 The Client shall employ the temporary employee exclusively at the location and for the activities agreed in the employee leasing contract, and shall only allow it to use or operate the work equipment or machines required for this purpose.

13.5 The Contractor shall ensure that the regulations on the maximum employee leasing period (cf. Section 1 (1) b) AÜG) are complied with. The temporary employee may no longer be leased after the expiration of the maximum employee leasing period. The Contractor is obliged to provide the Client with ample written notice (at least three months) of the expiration of the maximum employee leasing period. The Client shall inform the Contractor if a maximum employee leasing period differing from the statutory regulations applies in the Client's field of operation.

13.6 Before the temporary employee commences work, the Client shall inform it about the applicable regulations governing occupational health and safety and accident prevention and the general technical rules relating to safety and occupational medicine.

13.7 First aid facilities and specific protective equipment shall be provided by the Client.



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13.8 After prior consultation, the Client shall enable the Contractor to inspect the temporary employee's areas of activity in order to ensure compliance with occupational safety measures and to select an appropriate employee.

13.9 The Contractor undertakes to submit proof of qualification without prompting (e.g. skilled worker's certificate, driving license, etc.).

13.10 When leasing foreign employees, the Contractor shall, upon request and to the extent necessary, furnish proof of the residence permit entitling the employee to pursue gainful employment or a corresponding work permit.

13.11 The regular working time of the Contractor's employees shall correspond to the weekly working time agreed in the employee leasing contract. Working time exceeding the scheduled hours as well as hours worked at night or on Sundays and public holidays shall be charged with surcharges, which shall be agreed separately. The same applies to rotating shifts. If Sunday and public holiday surcharges coincide, only the higher surcharge shall be charged.

13.12 The Client shall treat the employee data of the leased temporary employee as confidential. The Client shall ensure compliance with the relevant privacy regulations. Data on aptitude and fitness shall only be transmitted to the Client if the latter uses the transmitted data for submission to the supervisory authority in the context of supervisory inspections.

13.13 The Client is obliged to promptly inform the Contractor in writing of any events with regard to the leased employees that are relevant under labor law (including but not limited to performance deficits and misconduct).

### 14 Confidentiality

The Contractor shall place the leased temporary employee under obligation to maintain confidentiality regarding all business matters of the Client.

### 15 Accidents

The Client shall immediately report an occupational accident to the Contractor and, in accordance with section 193 (1) of Book VII of the German Social Code (*Sozialgesetzbuch*, "SGB"), to the accident insurance institution responsible for the Client, stating that the insured person is a temporary employee. The Client shall involve the Contractor in the accident investigation.

### 16 Withdrawal and exemption from performance

16.1 If exceptional circumstances arise for the Contractor, it shall be entitled to postpone an order that has already been agreed or to withdraw from the employee leasing contract in whole or in part. Exceptional circumstances include but are not limited to the following: industrial action (regardless of whether this is taking place in the Contractor's company or in the Client's company), sovereign measures and cases of force majeure.

16.2 If the leased temporary employee is prevented from performing the work (delay or impossibility) without the Contractor being responsible for this (e.g. due to illness or an accident), the Contractor shall be exempt from its obligation to perform a contract for the duration of the hindrance. The Client should inform the Contractor immediately of the impediment to performance. If the Contractor is to blame for the impediment to performance, its liability shall be limited to intentional or grossly negligent conduct.

### 17 Rejection

17.1 If a leased temporary employee is not suitable for the agreed work, the Client can request an appropriate replacement by written declaration or by e-mail within the first four hours of commencement of work without this working time being calculated. Reasons for the unsuitability must be provided with the request. If the request for a replacement does not offer a deferment and a written statement cannot therefore be made in advance, this must be submitted within one business day.

17.2 At a later point in time, the Client may reject the temporary worker with effect for the following business day by written declaration to the Contractor

only if there is a reason that would authorize the employer under the provisions of the German Unfair Dismissals Act (*Kündigungsschutzgesetz*, "KSchG") to give due notice of termination on personal or conduct-related grounds.

17.3 The Client may reject the temporary employee with immediate effect by written declaration to the Contractor if there is a reason that would entitle the employer to terminate the employment without notice (section 626 BGB).

17.4 The written rejection must be made stating the reasons in each case.

### 18 Termination

Employee leasing contracts can be terminated by either party with a notice period of five business days. The right to termination for cause without notice shall remain unaffected. In particular, cause exists in cases where a contracting party violates the contract so severely that the other contracting party is unable to reasonably engage in any further collaboration. This may involve, for instance, a significant violation of the principles and requirements set out in the agreed code of conduct for business partners. If it is possible to remedy the breach of contract, the right to terminate without notice may only be exercised if the grace period lapses without rectification of the contractual breach. Notices of termination must be given in writing.

### 19 Time sheets

The Client undertakes to inspect the time sheets to be kept by the temporary employee and to confirm these by signature. The time sheets shall be verified on a weekly basis and forwarded to the Contractor by the temporary employee. The Client shall retain a copy.

### 20 Billing/remuneration/payment

20.1 The hours worked shall be billed monthly on the basis of the time sheets. The items must be broken down in the invoice in line with the SAP purchase order. If bonuses are listed separately in the SAP purchase order, the performance hours must be billed in the same way in one item and all working time or industry surcharges, collectively agreed surcharges and surcharges above the general pay scale must be invoiced separately in one item.

20.2 If time-dependent remuneration components are regulated in the purchase order, these may only be invoiced to the Client if they are actually paid out to the temporary employees by the Contractor. The basis for invoicing overtime bonuses is always the number of hours worked in the relevant calendar month.

20.3 The remuneration stipulated in the contract is a fixed price. This remuneration covers all services to be performed by the Contractor in accordance with the contract – including usage rights, ancillary services, travel expenses, other expenses and insurance, etc. Section 313 BGB shall remain unaffected.

20.4 The price does not include the Contractor's statutory value added tax (VAT). A VAT refund presupposes that the Contractor is entitled and obliged, pursuant to the relevant legal regulations, to charge the tax separately and that the tax is indicated separately in the invoice.

20.5 The Contractor shall comply with the specifications of Deutsche Bahn AG when invoicing. They can be found in the supplier portal (<https://lieferanten.deutschebahn.com/supplier/Existing-suppliers/Invoicing>) or can be requested from the Client at any time.

20.6 The remuneration that is due shall be paid net 30 days after receipt of the invoice by the Client's invoice receiving office. Payment must be made by bank transfer. Compliance with the payment period by the Client shall be determined by the date of receipt of the transfer order by the Client's bank. If advance payments or installment payments have been agreed, the payment period shall begin on the agreed payment date if the invoice has been received on time by the contractually determined invoice recipient and the agreed collateral has been provided.



## General Contract Terms and Conditions of Deutsche Bahn AG and its Affiliated Enterprises for Personnel Services

(General Contract Terms and Conditions – Personnel Services) as of 01.05.2024 -

### 21 Warranty/liability

- 21.1 The Contractor undertakes to provide the Client with the temporary employee named in the employee leasing contract. The Contractor's obligation to perform is limited to the named temporary employee.
- 21.2 The Contractor shall be liable only for the proper selection of the temporary employee in relation to the contractually agreed activities. The liability is limited to damages caused by intentional or grossly negligent violation of the selection obligation. Liability for breach of the selection obligation is excluded in particular if the temporary worker is entrusted with tasks that have not been agreed.
- 21.3 The Contractor shall be liable for damages resulting from loss of life, bodily injuries or injuries to health in the event of its own culpability or the culpability of its legal representatives or agents in accordance with the statutory provisions.
- 21.4 The Contractor shall not be liable for the execution of the work or for damage caused by the temporary worker in the performance of its duties.
- 21.5 If temporary workers are entrusted with financial matters or if valuables are entrusted to them, the Contractor shall also not be liable in tort for the conduct of the temporary workers.
- 21.6 Claims for damages by third parties with regard to the temporary worker shall not be borne by the Contractor. The Client is obliged in this respect to indemnify the Contractor against all claims asserted by third parties in connection with the execution and performance of the activities assigned to the temporary employee.
- 21.7 If the Contractor breaches a duty under the employee leasing contract, the Client must prove that the breach of duty is the responsibility of the Contractor.

### 22 Quality assurance

If the Client is subject to a quality assurance system, the Contractor undertakes to submit all the competences and qualifications required for the assignment on the basis of the records available to it, in order to ensure complete documentation and verification upon request. The Contractor shall be liable for the accuracy of the information.

### 23 Recruitment

- 23.1 If a temporary employee who has been assigned to a DB AG Group company for six months or longer moves permanently to DB AG, no recruitment fee shall be payable for this. Several leasing periods whose interruptions did not last longer than three months shall be added together, regardless of whether the temporary employee was assigned to one or more DB AG Group companies.
- 23.2 The Contractor may charge a fee of 200 times the agreed or offered net hourly invoicing price plus statutory VAT for this recruitment. The fee must not exceed the total of two gross monthly salaries paid to the temporary employee by the Client in accordance with the employment contract concluded between them. The amount of the placement fee shall be reduced by 1/6 for each completed month of previous uninterrupted employee leasing.
- 23.3 The agent's commission shall fall due upon conclusion of the employment contract between the temporary employee and the Client.

### 24 Poaching

- 24.1 The contractor shall be prohibited from actively poaching temporary staff within existing assignments from other suppliers listed with DB Zeitarbeit.
- 24.2 If a temporary employee enters into an employment relationship with another supplier that is listed with DB Zeitarbeit and contracted in the same assignment ("relinquishing external supplier"), the Contractor shall pay the

relinquishing external supplier a transfer fee amounting to 50 times the hourly rate (based on the hourly cost rate of the previous assignment).

- 24.3 If the Contractor, for its part, detects a change of employees within existing assignments to another supplier that is listed with DB Zeitarbeit ("hiring external supplier"), it shall notify DB Zeitarbeit (personaleinkauf-dbzeitarbeit@deutschebahn.com) of this without undue delay in order to ensure proper accounting, stating the name of the poached or changing employee and his previous hourly cost rate. In case of doubt concerning the permissibility of the change in employees (see Item 24.1), among other things, DB Zeitarbeit shall ask the hiring external supplier for an explanation.
- 24.4 In the cases of Item 24.1, Item 24.2, and Item 24.3, the Contractor expressly agrees to provide all relevant information for checking the indicated change in temporary staff (e.g., the hourly billing rate and the start date of the new employment relationship) within 5 working days if requested to do so by DB Zeitarbeit.
- 24.5 If the Contractor is entitled to payment as stated in Item 24.2, the Contractor shall be entitled to invoice the hiring external supplier with a payment period of 30 days net. If the Contractor itself is the hiring external supplier, it shall be obliged to pay such an invoice within 30 days net.

### 25 Sector-specific bonuses (TV BZ Eisenbahn)

- 25.1 The collective agreement on industry surcharges for temporary employees in the rail transport sector (TV BZ Eisenbahn), which came into force on April 1, 2017, shall be implemented as follows:  
The Contractors shall adjust the remuneration of the employees that they have working for the Client in accordance with the Client's collective agreement provisions, as described above.
- 25.2 In all cases, the amendment shall be made in accordance with the provisions of TV BZ Eisenbahn.
- 25.3 The options for crediting provided in TV BZ Eisenbahn – in particular with regard to voluntary bonuses – shall be used by the Contractor.
- 25.4 The Contractor shall use the price sheet specified by the Client for future inquiries as to supply potential. Irrespective of the individual period of assignment, the individual bonus levels are hereby agreed from the outset as a pricing scale. The price sheet shall become a component of the employee leasing contract and must be included as an annex.
- 25.5 If the application of TV BZ Eisenbahn actually results in additional costs for the Contractor, the hourly cost rate agreed between the Client and the Contractor shall be increased accordingly. The Contractor shall inform the Client in good time (with four weeks' notice) of the date from which an employee is first entitled to a sector-specific bonus. The hourly cost rate cannot be increased retroactively.
- 25.6 The Contractor expressly confirms to the Client that it shall assert claims in accordance with Item 25.5 only to the extent that the additional income is actually paid to its employees. This means in particular that the Contractor has no claim under section 25.5 to the extent that it credits existing bonuses in accordance with section 25.3 and the additional income resulting from the industry surcharge to be paid is reduced by the bonus to be credited.
- 25.7 The employee's additional income as described in Item 25.5 shall lead to additional personnel costs for the Contractor. In order to ensure compensation for the cost of the industry surcharges, a factor of 1.5 shall be fixed as standard for calculating the increased hourly rate.
- 25.8 If the employee asserts claims in accordance with Item 25.5, it must prove them with calculations accordingly in the aforementioned price sheet. The Contractor confirms with the disclosures in the price sheet that it is only claiming additional earnings that its employees actually receive.



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### 26 Equal pay

26.1 The Contractor undertakes to implement the DB Group's equal pay regulations for temporary employees in accordance with the Demographic Collective Agreement (Demografie TV) that has now entered into force, and the provisions of the Group employer/works council agreement concerning the Group employment pool (section 17 (4) KBV KA) that has now entered into force, as follows: The Contractor shall remunerate its employees assigned to customer companies of the DB Group in line with, or at a higher rate than, the aforementioned collective bargaining agreements.

26.2 The eligibility criterion for the DB Group's equal pay provision in accordance with Item 26.1 is twelve months of uninterrupted occupation with the same hirer. All temporary employment assignments in DB Group companies that fall within the scope of KBV KA are covered.

26.3 If, in the absence of an applicable collective agreement in the temporary employment industry governing the essential terms and conditions of employment for temporary staff, the Contractor is obliged to observe the principle of equal treatment with regard to its temporary staff from the first day of assignment in accordance with section 8 (1) of the Act on Temporary Employment (*Arbeitnehmerüberlassungsgesetz*, "AÜG"), the Client shall complete the "Equal treatment questionnaire" before the start of the assignment. This shall become a component of the employee leasing contract and should be included as an annex.

If the Contractor is obliged to implement equal pay in accordance with section 8 (4) AÜG after nine uninterrupted months of assignment – either because the Client is not covered by the scope of Demografie TV, or a gradual introduction to pay is not regulated by collective agreement after the sixth week of assignment at the latest, in accordance with Section 8 (4) of the AÜG – the Client must complete the "Equal pay questionnaire" before the start of the assignment. This shall become a component of the employee leasing contract and should be included as an annex.

26.4 The period covered by previous assignments should be completely recognized if there is no more than three months between the assignments. In this context, interruptions shall be viewed as such only if the relevant assignment with the legal entity has been terminated or discontinued and are otherwise governed by Section 8 (4) of the AÜG. Downtimes – such as public holidays, vacation or inability to work – shall not interrupt the duration of the assignment. If the provision of temporary workers to the Client begins during a current calendar month, the first day of this calendar month shall always be taken as the basis for the calculation of the period of assignment.

26.5 The Contractor shall monitor the duration of the assignment and inform the Client in good time, with a lead time of six weeks, of the date from which an employee is first eligible for equal pay. The hourly cost rate cannot be increased retroactively.

26.6 The equal pay entitlement of the Contractor's temporary employee currently covers:

- the hourly wage according to the valuation of a comparable job in the Client's company (initial stage of the wage group),
- the regulation of normal working time in the Client's enterprise,
- the (pro rata) annual holiday bonus in the Client's business or corresponding benefits in comparable regulations,
- the payment of further industry-standard remuneration components as well as bonuses per hour of service based on working time and activities.

This information shall be provided by the Client and documented in the "Equal pay price sheet (EP price sheet)".

If the collective bargaining agreement on industry surcharges for employee leasing in the rail transport sector (TV BZ Eisenbahn) is applicable, equal pay as defined by Section 8 (4) of the AÜG shall be ensured by reaching the last sector-specific bonus level (cf. Section 2 of the TV BZ Eisenbahn, Section 17 of the KBV KA).

Deviations may be made from this rule for the benefit of the temporary employee if the amount of this last industry surcharge level is not sufficient to achieve the hourly pay of the comparable regular worker.

26.7 Unless fixed framework agreement prices have been agreed, the Contractor shall use the "price sheet price offer" specified by the Client for future price adjustments within the context of the equal pay entitlement. The employee's additional income due to the equal pay surcharge shall lead to additional personnel costs for the Contractor. In order to ensure compensation for the cost of the equal pay surcharge, a factor of 1.5 shall be fixed as standard for calculating the increased hourly cost rate.

26.8 The Contractor shall make use of the crediting options provided in the "Price sheet price quotation" – in particular with regard to voluntary personal/operational bonuses. Fixed remuneration components cannot be included.

26.9 Normally, the starting price of the previous assignment is entered on the price sheet as the tender price. The Contractor shall ensure that corresponding scale prices from the industry surcharge levels are not used as the basis for calculating the equal pay bonus.

26.10 The Contractor expressly confirms to the Client that it shall assert claims in accordance with Section 6 only to the extent that the additional income is actually paid to its employees. This means in particular that the Contractor has no claim under section 26.7 to the extent that it has credited existing bonuses in accordance with section 26.8 and the additional income resulting from the equal pay surcharge to be paid is reduced by the bonus to be credited.

26.11 For control purposes, DB Zeitarbeit (Central Buyer Role) may inspect the Contractor's payroll and the documents on the payment of taxes and contributions to domestic and foreign social insurance providers. Contractors must inform their employees of the possibility of such controls.

### 27 Information on the handling of data within the context of supplier management

DB Zeitarbeit (Central Buyer Role) processes and stores business data and the personal data of temporary employees provided by the contractors (employee profile/price sheets) as part of scheduling and contract award – EDV KANDIS (potential inquiry, controlling, SAP purchase order). The Client shall treat the personal data of the leased temporary employee as confidential within the framework of the statutory requirements.

