



**Supplementary contractual terms of DB AG and its affiliated companies  
for compliance with collective bargaining agreements and minimum remuneration (Supplementary  
Contractual Terms for Minimum Wages)**

Version from January 2022

1. The Contractor shall observe and comply with the relevant provisions of the act concerning mandatory working conditions for employees posted internationally and for employees regularly employed in Germany (the German Posted Workers Act (*Arbeitnehmer-Entsendegesetz*, "AEntG")) in the version dated 4/20/2009 (Federal Gazette I p. 799) and the act on the regulation of a general minimum wage (Minimum Wage Act (*Mindestlohngesetz*, "MiLoG")) dated 11 August 2014 (Federal Gazette I p. 1348), as well as other statutory or provisions concerning minimum wages and subject to collective bargaining agreements, as amended from time to time.
2. The Contractor shall ensure that any subcontractors commissioned by it, and any employee leasing firms commissioned by it or the subcontractor, are also bound to the obligations under these Supplementary Contractual Terms for Minimum Remuneration by written agreement, including a requirement to transmit the obligations to any further subcontractors or employee leasing firms, and shall demonstrate to the Client that this is the case if requested.
3. The Contractor shall, at first request, indemnify and hold the Client harmless from all claims arising from or in connection with a violation of these Supplementary Contractual Terms for Minimum Remuneration, including but not limited to an infringement of the provisions of the AEntG or the MiLoG, by the Contractor, a subcontractor commissioned by the Contractor, an employee leasing firm commissioned by the Contractor or subcontractor, or by any further subcontractors or employee leasing firms. This shall be without prejudice to any further claims of the Client.
4. If the Contractor culpably violates the obligations under these Supplementary Contractual Terms for Minimum Remuneration, it shall pay the Client a contractual penalty of 1% for each violation, up to a total of 10% of the net order value where several violations occur together. The contractual penalty shall be offset against any claims for damages by the Client in relation to this infringement.
5. Violation of the obligations under these Supplementary Contractual Terms for Minimum Remuneration shall entitle the Client to terminate the Agreement with the Contractor without notice.
6. The Contractor shall retain appropriate proof to verify its compliance with the obligations under these Supplementary Contractual Terms for Minimum Remuneration - their scope shall clarify the actual remuneration of employment relationships or make it possible to derive such information - and shall supply this evidence to the Client if requested ("right to information").  
  
Examples of appropriate proof
  - a. Pseudonymized payroll records and associated time trackings of employees engaged in the performance of the contract, or
  - b. An auditor's certificate concerning the Contractor's annual financial statements with explicit confirmation of compliance with the relevant minimum wage regulations or written confirmation from an auditor who provides payroll services for the Contractor and that concerns compliance with the relevant minimum wage regulations.  
In particular, self-declarations from contractors, confirmations from employees about payment of the minimum wage, certificates of non-objection from health insurance funds, social insurance providers, or employers' liability insurance associations are not appropriate.  
  
The Client or a third party commissioned by it may view these documents in exercising its right to information. The Contractor shall inform its staff in writing that such checks are possible.
7. As a precaution, the Contractor hereby assigns all rights to information (including future and contingent rights) pertaining to its subcontractors or employee leasing firms to the Client, which accepts the assignment. The Client shall not notify the subcontractors or employee leasing firms of the assignment of rights, nor make use of such assignment, unless there is an insolvency application against the Contractor, the Contractor has filed such an application itself, or the Contractor does not fulfill its obligations under these Supplementary Contractual Terms for Minimum Remuneration in a proper manner, particularly if it defaults in the performance of work. Until such time, the Contractor shall be entitled and obligated to enforce the rights to information pertaining to the subcontractors or employee leasing firms on its own behalf and at its own cost.  
  
The requirement to pass on obligations in accordance with clause 2 above also includes the assignment of the right to information.

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