

Company Agreement on Working from Home

The COMPANY aims to promote working from home, supplementing the collective agreement on alternating telework, where operational interests permit. The working from home model is intended to:

- Enable temporal and spatial flexibility of work in the interest of both employees and the company, fostering an environment of trust and reciprocity.
- Strengthen employees' self-responsibility in performing their official duties.
- Provide employees with more freedom to organize their daily routines, contributing to greater sustainability by reducing commutes between home and the COMPANY's workplace.
- Share responsibility for the health of employees, including protection from potential health hazards such as pandemics.
- Utilize the COMPANY's premises more economically.

Therefore, the following company agreement is concluded between the COMPANY, represented by the management, and the works council of the COMPANY:

1. Scope This company agreement applies to all employees of the COMPANY.

2. Definition 2.1. Working from home is defined as employees performing their work using information processing or communication technology devices and equipment from home or another location protected from unauthorized third-party access (e.g., a private hotel room during business trips). Unlike alternating telework, no written agreement is made between employees and the employer regarding working from home, nor is a workplace provided and equipped by the COMPANY in the private home. 2.2. Working during the use of a means of transportation (e.g., car, train, plane) during a business trip is not considered working from home under this company agreement.

3. Approval 3.1. There is no legal entitlement to work from home. 3.2. Working from home is informally agreed upon in writing (e.g., by email) between employees and their supervisors. No specific reason for the desired work from home needs to be provided. Approval is primarily based on the compatibility of the nature, content, and scope of the work to be performed with operational requirements. Details are mutually agreed upon between employees and their supervisors. The supervisor can revoke approval at any time with one month's notice. In cases where working from home is fundamentally not possible or denied for operational reasons, a justification for the refusal is required. The fundamental denial of working from home and the revocation of approval must be submitted to the works council for co-determination. 3.3. If no work equipment is available, work from home cannot take place. 3.4. If it is not possible for employees working from home to continue their work (e.g., due to a power outage, system failure, or technical difficulties), they must immediately inform their supervisor and coordinate the next steps. If technical issues prevent the performance of work from home, the supervisor may require that work be performed at the COMPANY's workplace.

4. Working Hours 4.1. Working hours outside the office are documented and marked according to the company's regulations on recording working hours. 4.2. Legal or

collective bargaining regulations and the corresponding company agreements, as well as the collective agreement regarding time allowances, apply. 4.3. Commute times between employees' homes and the COMPANY's workplace are generally not considered working hours. 4.4. For trips from home to an off-site business event, travel time from the COMPANY's workplace to the external event (round trip) is considered working time unless the travel time from home to the external event is shorter; in that case, the shorter travel time (round trip) is considered working time.

5. Work Equipment / Availability 5.1. Employees are provided with the necessary work and communication tools (e.g., PC/laptop, keyboard, monitor, mouse, headset, software, office supplies) for official use, and upon request, an ergonomic chair for the home office free of charge. The use of private work equipment, such as keyboard, monitor, mouse, is permitted; they are only provided if necessary and within operational possibilities. 5.2. The work and communication tools provided for the home office must be returned to the COMPANY immediately after the end of working from home or upon leaving the COMPANY. The transport of all work and communication tools provided by the COMPANY is the responsibility of the employees. 5.3. Private storage media such as USB sticks, memory cards, external hard drives, etc., must not be connected to official work equipment. 5.4. Employees must be reachable by phone and/or email during work from home if operationally necessary. Phone calls should preferably be conducted using official devices or software installed on the work device. The use of private devices for communication with external third parties is not permitted. 5.5. Employees must ensure access to the internet and power supply for work from home. Employees guarantee that the technical and organizational conditions for working from home are met and that they can perform their tasks without restrictions.

6. Costs Costs incurred in connection with work at the home office (e.g., travel costs between home and COMPANY's workplace, electricity, telephone and internet connection, heating, rent) are not reimbursed.

7. Occupational Health and Safety 7.1. The design of the workplace at home is at the discretion of the employees. Therefore, the COMPANY cannot verify compliance with occupational safety and health protection. The regulations of the Occupational Safety and Health Act also apply to employees working from home. Employees must therefore ensure their occupational health and safety independently. Appropriate instruction for employees is provided by the COMPANY. 7.2. In the event of an accident at home, the existence of an insurance case under statutory accident insurance depends on the specific circumstances of the individual case.

8. Liability 8.1. The work equipment provided to employees must be handled with due care. Manipulation and/or upgrading of hardware and/or software by employees is not permitted. The work equipment provided is insured under the existing insurance policies of the COMPANY. Regarding liability in the event of damage or loss of data or document stocks, the relevant legal provisions apply analogously to work at the COMPANY's workplace. 8.2. In the event of theft or loss of work and communication tools provided, employees must immediately inform their supervisor. The supervisor ensures that appropriate measures (e.g., blocking access, remote data deletion) can be taken. In the event of loss, theft, or damage to the provided equipment, a loss or damage report and a data protection violation report, and if necessary, an information security violation report, must be submitted.

9. Data Protection 9.1. The applicable data protection and information security regulations must be strictly observed. This particularly applies to legal data protection provisions and internal regulations for implementing data protection and information security, such as the Data Protection Policy of the COMPANY and the service directive on the use of internet and email. 9.2. Additionally, employees commit to adhering to the "Supplementary Data Protection and Security Rules for Working from Home." A sample of the corresponding commitment declaration is attached to this company agreement.

10. Final Provisions 10.1. This agreement comes into effect on July 1, 2021. 10.2. The company agreement can be terminated with three months' notice at the end of a calendar year, initially by December 31, 2021. Termination must be in writing. If no follow-up agreement is reached, the company agreement expires without aftereffects.