

§ 8 Duty of confidentiality / obligation to surrender

1. The Employee undertakes to maintain confidentiality about all operational processes both during the term of the employment relationship and after its termination. Operational processes include in particular manufacturing processes, distribution channels, customer lists, calculation bases, company software and comparable information. However, the Employee's own observations, experiences and results are also included. The duty of confidentiality shall also apply to all matters which are likely to cause harm to the Employer or to diminish their reputation. The duty of confidentiality shall not extend to such knowledge as is in the public domain or where the disclosure of such poses no readily apparent disadvantage to the company. In case of doubt, the Employee shall be obliged to obtain instructions from management as to whether a particular fact is to be treated confidentially.
2. The statutory duty of confidentiality shall remain unaffected by this. A breach of the duty of confidentiality may also lead to claims for damages by the Employer and may also justify dismissal. The obligation also extends to business and trade secrets of the companies with which the Employer's company is economically or organisationally affiliated.
3. Upon termination of the employment relationship, all company documents and all other items belonging to the Employer, as well as any transcripts or copies made shall be returned to the Employer.

§ 9 Inventions / computer programmes

1. The provisions on the German Employee Invention Act as amended, as well as the relevant and applicable guidelines shall apply to the treatment of service inventions and improvement suggestions.
2. Should the Employee make free inventions, they shall undertake to offer these to the Employer. An agreement shall be reached between the Employee and the Employer on the terms of a possible acquisition.
3. The Employee shall grant the Employer exclusive rights to use of all computer programmes created by the Employee in connection with the fulfilment of their employment contract obligations. All claims for the transfer of these rights shall be compensated through payment of the salary. This agreement shall remain valid even after the Employee leaves the company.

§ 10 Notice periods / probationary period

1. The employment contract may be terminated by either party with three months' notice to the end of the quarter. Should the notice period be extended for the Employer for tariff-related or statutory reasons, this extension shall also apply to the Employee. Notice of termination must be given in writing.
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2. Without notice of termination being required, the employment relationship shall end at the latest at the end of the month in which the Employee has reached the state pension age (§ 35 SGB VI (German Social Security Statute Book VI)) of the statutory pension.
3. If a pension scheme provider determines that the Employee is permanently incapacitated for work, the employment relationship shall end at the end of the month in which the decision has been delivered. If the pension due to incapacity for work does not commence until after the pension notice has been served, the employment relationship shall end at the end of the day preceding the start of the pension. The employment relationship shall not end if a temporary pension (§ 102 Para. 2 SGB VI) has been granted following the decision by a pension scheme provider. In this case, the employment relationship with all rights and duties shall be suspended from the day following the date determined in accordance with clause 1 or clause 2, to the end of the day on which the temporary pension is granted; but no longer than the end of the day on which the employment relationship ends.
4. The Employer shall be entitled to release the Employee from work performance upon notice of termination - regardless of by whom - with continued payment of remuneration if an objective reason exists, in particular, a gross breach of contract which compromises the basis of trust. The release from work duties shall take account of any accrued annual leave, insofar as not excluded by any legitimate interests of the Employee.
5. The right to termination without notice for good cause shall remain unaffected. Termination without notice for good cause shall at the same time be deemed ordinary termination at the next possible date.

§ 11 Disclaimer

1. All mutual claims arising from the employment relationship as well as those relating to the employment relationship, shall be forfeited if they are not asserted in writing to the contractual partner within three months of their due date. This shall not apply to claims based on intentional acts.

Failure to comply with the cut-off period pursuant to Para. 1, shall result in forfeiture of the claim.

3. An assertion outside the agreed cut-off periods shall only be admissible if the Employee can prove that they have been seriously prevented from asserting it within the time limit. Otherwise, the term of preclusion during the period of illness or leave shall be suspended until the day of resumption of work.
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