

Conversion Agreement - Executive Staff

Surname, first name

Personnel number

Company

The employee wishes to convert, as of 1st January 2021, the following, not yet due remuneration elements, in favour of a contribution to his/her Compensatory Time Account, until further notice: (Please tick/complete)

..... % of the current **monthly gross salary**, (max. 10%)

..... % of the payout amount of the **target variable**

..... Euros per year from proceeds from long-term incentive programmes (max. 100,000 EUR per year).

The employee has noted the supplementary regulations on the reverse.

Place, date

Signature of employee

Place, date

Signature of employer/Payroll Management

Please submit the agreement to the person responsible at Payroll Management by 4th December 2020.

Processing note: _____
(to be completed by Payroll Management)

Other regulations for the conversion of time/or remuneration elements

1. The conversion of remuneration elements can reduce claims within the statutory social insurance branches; in particular, by converting remuneration, the assessment basis for sickness benefit with respect to Section 44 SGB (Social Security Code) V is reduced. The conversion of remuneration elements can lead to shortfalls in the relevant contribution assessment limits in the statutory health insurance and subsequently to compulsory insurance in the statutory health insurance. In such cases, conversion will initially be suspended by the employer and the further procedure will be clarified with the employee.
2. If a conversion is not possible in full, the time or remuneration element in the amount of the claim that has actually arisen or is convertible in accordance with the executive staff committee agreement will be converted.
3. During time periods without continued remuneration (e.g. incapacity for work), or if the time element - regardless of whether it has been transferred to the Compensatory Time Account - cannot be used, or in the case of leave of absence as part of early retirement within the meaning of the executive staff committee agreement for Compensatory Time Accounts, conversion of money and time elements is excluded.
4. Conversion of remuneration or time elements is only possible for time periods when the employee is employed by an employer in Germany and only for remuneration or time elements that are attributable to periods of employment for the employer in Germany. Conversion of remuneration or time elements during a contractually agreed posting is generally excluded.
5. In principle, conversion is only possible if the executive employee has not yet reached the maximum wage credit for a period of leave of three years. Assessment is carried out in accordance with the provisions of Section 3 of the executive staff committee agreement.
6. If the credit balance on the Compensatory Time Account of the employee is sufficient to finance an early retirement up to the standard retirement age on the basis of a monthly gross salary that corresponds to the average monthly wage of the 12 calendar months immediately preceding the leave of absence within the meaning of Section 7 (1a) SGB (Social Security Code) IV, no conversion will take place or existing conversion agreements will be stopped.
7. With respect to use of the converted time/or remuneration elements, as well as all other regulations relating to the Compensatory Time Account, only the provisions of the "Executive staff committee agreement Compensatory Time Account" currently applicable to the employer, together with all annexes and any supplementary executive staff committee agreement, are decisive.
8. By signing this conversion agreement, the employee expressly acknowledges the service agreement concluded between the employer and the administrator (Höchster Pensions Benefits Services GmbH) for the administration of Compensatory Time Accounts (in their currently applicable version together with their attachments). The service agreement and its attachments can be viewed by contacting the HR department.
9. The credit resulting from the converted salary or time elements on the Compensatory Time Account, including the employer's share of the total social security contribution contained therein, is appropriately managed with the help of a trustee, Allianz Treuhand GmbH, via conclusion of a "trustee agreement to secure credit balances from Compensatory Time Accounts" in a suitable manner, with respect to Section 7e SGB (Social Security Code) IV secured against insolvency. The trust agreement can be viewed at any time in the HR department.
10. Personal and other data, as well as the data required to manage and invoice the credit on the compensatory time account in the event of insolvency are collected, processed, and used by the administrator in accordance with the provisions of the executive staff committee agreement. In the event of the company's insolvency, the administrator is entitled to make this data available to the trustee for the purposes of accounting and payment of the credit to the employee.
11. When managing/invoicing the contractual security, the responsible body is bound by the provisions of the Federal Data Protection Act and is obliged to treat the personal data of the employee, which is automatically processed to fulfil their obligations under the trust agreement, confidentially.