

## **Agreement**

between

SOS-Kinderdorf International  
(listed as an association in the registry of associations of the  
Federal Police Directorate Innsbruck)  
Hermann-Gmeiner-Strasse 51  
6020 Innsbruck, Austria

(hereinafter referred to as "SOS")

and

Deutsche Post AG  
Charles-de-Gaulle-Strasse 20  
53113 Bonn, Germany

(hereinafter referred to as "Deutsche Post")

(hereinafter collectively referred to as the "Parties")

## **Preamble**

Deutsche Post DHL Group is the world's leading provider of mail, parcel, express and logistics services.

We want to use our core competencies as the global leading logistics company and the know-how of our employees to make a measurable positive donation to society and the environment. To maximize the effectiveness of our voluntary social commitment, we build on long-term business relationships with well-established partner organizations.

In the corporate GoTeach Group program, we cooperate with international partners to improve educational and career opportunities for young people, especially those from socially disadvantaged backgrounds. Our employees contribute their individual skills and experience to each of our GoTeach projects.

National SOS organizations operating in more than 130 countries are grouped together in the SOS-Kinderdorf International umbrella association headquartered in Innsbruck - hereinafter referred to as "SOS". They currently run more than 570 SOS Children's Villages and

1300 complementary facilities worldwide, such as kindergartens, schools and youth housing facilities, as well as training centers, social centers and family assistance programs to support children in need and promote their social and educational development. The member organizations of the SOS umbrella association active in over 130 countries are also non-profit organizations and will be referred to in the following as “national SOS organizations”.

Deutsche Post DHL Group and SOS-Kinderdorf have been working together in a global partnership since 2010. Their work focuses on supporting young people between the ages of 15 and 24 as they make the transition to professional life, among things by offering them educational, vocational qualification and orientation programs.

The partnership is based on local ownership, and is anchored at local level and implemented in close coordination between the parties on the ground. The local partners cooperate in the development of individual programs tailored to the specific requirements of the respective location to support the common goals of SOS, its national organizations, Deutsche Post and its affiliated companies as optimally as possible.

The partnership should therefore be based on the following principles:

- “Local ownership” - collaboration based on activities that are jointly coordinated at local level by the national DHL companies and SOS organizations - and
- “Employability”, “Entrepreneurship” and “Empowerment” - the young people’s needs are the focal point of all local activities. They should be offered opportunities that will help them prepare for taking up a profession in the future.

Against this background, the parties agree on the following:

### **Section 1 Principles of cooperation**

- 1.1 Deutsche Post shall provide the SOS umbrella association, the national SOS organizations and/or other SOS member organizations with earmarked donations amounting to at least €700,000 (in words: seven hundred thousand euros) per calendar year during the term of this contract in addition to the sum specified in 2.2.
- 1.2 The aforementioned donations defined in this Agreement may be provided by Deutsche Post or by companies affiliated with Deutsche Post pursuant to Sections 15 et seq. of the German Stock Corporation Act.
- 1.3 The donations specified under 1.1. shall be paid out in cash. They will be referred to collectively in the following together with additional donations in kind provided by Deutsche Post as

“donations”. The costs incurred by Deutsche Post and/or the affiliated company for the commissioning of service providers are decisive for determining the financial value of donations in kind. Insofar as Deutsche Post and/or the affiliated company purchase/s services required for the provision of the donation in kind from affiliated companies, these costs shall also be taken into account when determining the value of the donation in kind.

- 1.4 The countries in which national SOS organizations are to receive funding and the distribution of the donations to SOS organizations will be selected by Deutsche Post in coordination with SOS for each calendar year.
- 1.5 The amount of the donations for the individual national SOS organizations, the respective specific purpose, all other supportive services (e.g. volunteering) and payment dates shall be set down in separate agreements which shall be concluded between the affiliated company and the respective national SOS organization following the requisite coordination. The conclusion of such an agreement meeting the requirements set down in this Agreement – hereinafter referred to as “Project Agreement” – is the prerequisite for the provision of donations to the national SOS organizations.
- 1.6 All donations provided under this Agreement and the individual Project Agreements may only be used by beneficiaries exclusively for the respective purpose agreed.
- 1.7 Deutsche Post will coordinate the support of youth schemes and educational programs for the national SOS organizations in close cooperation with SOS. SOS will assist Deutsche Post in selecting the countries and selecting and implementing the individual projects.
- 1.8 Deutsche Post shall ensure that employees of Deutsche Post and/or affiliated companies who come into direct contact with young people locally within the framework of the partnership are given the opportunity to participate in training courses run by the national SOS organizations. The staff attending the training courses organized by the national SOS organizations shall be informed during the courses of the applicable code of conduct. The code of conduct can be found in the **Appendix 1**.
- 1.9 The right of the SOS association to accept donations for the promotion of charitable purposes from competitors and its right to commission competitors for the provision of transport and logistics services shall not be restricted by the conclusion of this contract.

## **Section 2 Provision of donations, specifying their purpose**

- 2.1 The prerequisite for the provision of donations by Deutsche Post and affiliated companies is that a Project Agreement for the provision of the donations has been concluded in advance between the sponsoring companies of the Deutsche Post DHL Group and the national SOS organization. In particular, the Project Agreement must contain provisions regulating the specific purpose and payment modalities as well as the use of the national SOS organization logos in accordance with the provisions and conditions of the power of attorney granted by SOS Kinderdorf Österreich to SOS Kinderdorf International (SOS) (original English version and German "Convenience Translation" attached in Appendix 6).
- 2.2 Irrespective of the provisions in Clause 2.1, Deutsche Post shall, in addition to the amount specified in Section 1.1, pay a minimum donation of €100,000 (in words: one hundred thousand euros) per year directly to SOS and thus into the bank account of SOS-Kinderdorf International at the  
Tiroler Sparkasse Bank AG  
Account number: 200 103 984  
Bank code: 20503  
SWIFT code: SPIHAT22  
IBAN code: AT962050300200103984 with the payment reference: "Deutsche Post DHL Partnerschaft" for the support of SOS work in the field of "International Corporate Partnerships".
- 2.3 Deutsche Post shall be entitled to have the appropriate and correct contractual use by SOS and the national SOS organizations of the donated funds audited by a member of the advisory professions bound to professional secrecy (lawyer, tax consultant, auditor) by means of an inspection of the relevant documents - in particular accounting documents - in accordance with the terms of the contract. The aforementioned auditing rights apply for a period of three years from the expiry of the contract and therefore until 31 December 2023 at the latest.
- 2.4 The donations to be defined in the individual Project Agreements shall include the statutory value-added tax where applicable. The parties agree, however, that the total amount of the donations referred to in Section 1.1 is understood to be a gross amount, i.e. that any value-added tax due in the individual countries shall be added to the total amount specified.

## **Section 3 Responsibilities of SOS-Kinderdorf International and Deutsche Post AG**

Within the framework of the collaboration between Deutsche Post and SOS, the Parties shall exercise the responsibilities and tasks set down in **Appendix 2**.

## Section 4 Communication

- 4.1 SOS shall grant Deutsche Post and its affiliated companies the non-exclusive, non-transferable and non-sublicensable right to use the logo depicted in **Appendix 3** worldwide for internal and external marketing and communications activities for the limited period of time of the term of contract within the framework of and under the terms and conditions of Deutsche Post and its affiliated companies set down in the power of attorney granted by SOS Kinderdorf Österreich (Appendix 6). Its use in electronic media is included. Deutsche Post and its affiliated companies shall be entitled to translate the logo into English, French and Spanish and to use the designation in the translated form. Any further modification, alteration or other processing of the logo shall not be permitted without the prior written consent of SOS. Its use must always take place in connection with marketing and communication activities via corporate responsibility initiatives of Deutsche Post and/or its affiliated companies. If specific national communication measures (i.e. communication measures are to take place in a specific form in one country exclusively) are planned in countries that are not regulated by a national agreement between the respective national SOS organization and a company affiliated with Deutsche Post, the prior written consent of the national SOS organization to the planned communication measures shall be required. SOS shall to the best of its ability endeavor to obtain such consent from the national SOS organization within five calendar days of receipt of notification of the intended communication measures from Deutsche Post.
- 4.2 SOS shall moreover grant Deutsche Post and its affiliated companies the non-exclusive, non-transferable and non-sublicensable right for the limited period of time of the term of contract to use the designation “SOS *Children's Village*” worldwide for internal and external marketing and communications activities. Any further modification, alteration or other processing of the designation is not permitted without the prior written consent of SOS. Its use in electronic media is included. Deutsche Post and its affiliated companies shall be entitled to translate the designation “SOS *Children's Village*” into the respective customary SOS national languages as part of external marketing and communications activities and also to use the translated versions. The designation must always be used in connection with communication activities via corporate responsibility initiatives of Deutsche Post and/or its affiliated companies. If specific national communication measures (i.e. communication measures are to take place in a specific form in one country exclusively) are planned in countries that are not regulated by a national agreement between the respective national SOS organization and a company affiliated with Deutsche Post, the prior written consent of the

national SOS organization to the planned communication measures shall be required. SOS shall to the best of its ability endeavor to obtain such consent from the national SOS organization within five calendar days of receipt of notification of the intended communication measures from Deutsche Post.

- 4.3. SOS shall moreover grant Deutsche Post and its affiliated companies the non-exclusive, non-transferable and non-sublicensable right for the limited period of time of the term of contract to use the designation "Global Partner of SOS Children's Village" worldwide for internal and external marketing and communications activities. Its use in electronic media is included. Deutsche Post and its affiliated companies shall be entitled to translate the designation "Global Partner of SOS Children's Village" into the respective customary SOS national languages as part of external marketing and communications activities and also to use the translated versions. Any further modification, alteration or other processing of the designation is not permitted without the prior written consent of SOS. Its use must always take place in connection with communication activities via corporate responsibility initiatives of Deutsche Post and/or its affiliated companies.
- 4.4 The parties agree that Deutsche Post and its affiliated companies will use the logo of the national SOS organization specified in the respective Project Agreement within the framework of advertising and communication measures carried out exclusively in one country. In the event that such regulations on country-specific communication measures do not exist, the regulations on the implementation of country-specific communication measures set down in Sections 4.1 and 4.2 shall apply.
- 4.5 SOS shall document the cooperation between the Parties and the projects supported by Deutsche Post on the [www.sos-childrensvillages.org](http://www.sos-childrensvillages.org), [www.sos-kinderdorfinternational.org](http://www.sos-kinderdorfinternational.org), [www.aldeasinfantiles-sos.org](http://www.aldeasinfantiles-sos.org) and [www.villages-enfants-sos.org](http://www.villages-enfants-sos.org) websites in the form of photographs and journalistic contributions addressing the cooperation between Deutsche Post and the national SOS organizations and Deutsche Post's support for SOS projects.
- 4.6 SOS guarantees that SOS has all the requisite rights with regard to the logos and designations provided for use under this Agreement and that SOS is not aware of any conflicting rights of third parties to the contractual use of the logos and designations by Deutsche Post and its affiliated companies. In the event that the contractual use of the logo and designations provided violates the rights of third parties, SOS shall release Deutsche Post and/or its associated company from all claims of third parties upon the first written request and shall reimburse Deutsche Post and/or the associated company for all resulting damages, including the

requisite costs of legal action, insofar as the violation of the rights of third parties and/or legal provisions is not due to a fault of Deutsche Post and/or its associated company. The parties shall agree on the extra-judicial and judicial action to be taken against such claims by third parties.

- 4.7 Should Deutsche Post have acquired its own trademark rights or other related industrial property rights as a result of the use of the logos and designations provided by SOS in accordance with this Agreement, Deutsche Post shall be obliged to transfer the trademark rights and other industrial property rights acquired through use to SOS Kinderdorf Österreich free of charge following expiry of this Agreement and to provide the requisite assistance for this purpose at the request of SOS. The same shall apply in the event that an affiliated company has acquired its own trademark rights or other related industrial property rights through the use of the logos and designations provided. In this constellation, Deutsche Post shall ensure their corresponding cost-free transfer to SOS Kinderdorf Österreich.
- 4.8 The advertising and communication activities of Deutsche Post and/or its affiliated companies must comply with the requirements set down in **Appendix 4**.
- 4.9 All external marketing and communication activities of the Parties containing references to the respective other Party must be approved by the respective other Party prior to their publication. Approval must be given within 72 hours of receipt of the copy of the intended publication. In the event that a party does not comment on the planned publication by email within 72 hours, approval shall be deemed to have been granted. Approval may only be refused in exceptional cases for important reasons. An important reason is, for example, if the requirements set out in **Appendix 4** have not been complied with. The contact persons of the parties listed in **Appendix 5** shall be responsible for issuing the declarations of approval.

## **Section 5 Reliability**

Insofar as this contract does not contain any explicitly deviating provisions, and insofar as legally permissible, the liability of the Parties shall be limited to intent and gross negligence. In the event of gross negligence, liability for indirect and consequential damages (in particular business interruptions, production stoppages, loss of profit and futile expenses) shall be excluded.

## **Section 6 Reliability**

- 6.1 The parties undertake to keep trade and business secrets and other technical and business information from and about the respective other party which they receive within the scope of the execution of this contract strictly secret, to impose a corresponding obligation of secrecy on their employees and agents, and to use information requiring secrecy exclusively in connection with the execution of this contract.
- 6.2 The obligation to maintain secrecy shall not apply to information,
- a) that was verifiably already public knowledge at the time of communication,
  - b) the use or communication of which has been expressly agreed to in writing by the party concerned,
  - c) the communication of which is required for the performance of obligations under this contract,
  - or
  - d) the communication of which is required by law or by administrative order.
- 6.3 The obligation to maintain secrecy shall continue beyond the expiry of this contract.

## **Section 7 Term and termination of contract**

- 7.1 Irrespective of the date of signature, this Agreement enters into force on 1 January 2018 upon signature by both parties and expires on 31 December 2020 without notice of termination being required.
- 7.2 The right of the parties to terminate without notice for good cause remains unaffected. Such termination must be submitted in writing to the representative authorized by the contract partner. An important reason for termination without notice exists in particular in the event that
- one of the parties breaches essential obligations of this contract and the breach is not remedied within 14 days despite a written reminder, or
  - insolvency proceedings are instituted against the assets of a party and/or the institution of such proceedings is dismissed due to the lack of assets.

Deutsche Post shall moreover also be entitled to terminate the contract without notice in the event that

- The conduct of SOS or one of its employees or of a national SOS organization or one of its employees violates good morals or public opinion to such an extent that Deutsche Post or one of its affiliated companies incurs damage as a result,



- SOS loses non-profit status,
  - SOS and/or a national SOS organization uses donations contrary to the contractually agreed purpose.
  - SOS shall moreover also be entitled to terminate the contract without notice if the conduct of Deutsche Post or one of its employees or of a company affiliated with Deutsche Post or one of its employees violates good morals or public opinion to such an extent that SOS or a national SOS organization incurs damage as a result.
- 7.3 Upon expiry of this contract, all Project Agreements shall come to an end - without the requirement of a separate termination of the Project Agreement. In the event of a termination, the benefits pledged for the current contract year shall be invoiced on a pro rata basis and shall be due immediately for payment.
- 7.4. In the event of a premature termination of the contract, a right to the reimbursement of already paid donations shall not exist, unless the use of donations is contrary to the terms of the contract
- 7.5 Taking the knowledge gained during the term of this contract into account, the Parties shall commence negotiations on the continuation of the partnership no later than six months prior to the expiry of the contract. The Parties shall, in particular, negotiate the amount of donations, the distribution of the donations, the geographical extent of the partnership, the framework conditions for marketing and communication activities and also other forms of collaboration. The Parties shall not be bound to continue their collaboration after the term of this contract has expired.

## **Section 8 Final provisions**

- 8.1 No additional verbal agreements have been made. Appendices 1 to 6 form an integral part of this Agreement. Amendments or supplements to this contract must be made in writing in order to become legally effective and require the mutual consent of both Parties, with the exception of an update of Appendix 5 (contact person for communication). This shall also apply for an amendment of the statutory requirement of the written form.
- 8.2 Deutsche Post shall be entitled to transfer this Agreement in whole or in part to its affiliated companies pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG).
- 8.3. Deutsche Post confirms that all donations are made in compliance with all applicable laws and other legal provisions and that the origin of these donations is guaranteed to be compliant with the law. Both parties agree to comply with the 1998 ILO Declaration on

Fundamental Principles and Rights at Work, the UN Convention on the Rights of the Child (UN Convention on the Rights of the Child) and the 1948 Universal Declaration of Human Rights, and to fulfill all national labor and social law obligations. Both parties shall also make the requisite efforts to ensure that the standards described above are observed by cooperation partners, subcontractors, national SOS organizations and companies affiliated with Deutsche Post.

Both parties undertake to adhere to high ethical standards. Within its sphere of influence, Deutsche Post undertakes to not tolerate child labor prohibited by law, to make every effort to safeguard the rights of children and to avoid incidents that could jeopardize the integrity and reputation of SOS. Should such an incident nevertheless occur, Deutsche Post shall immediately and comprehensively inform the SOS contact person about the incident or the allegations made and the organizational units involved.

- 8.4 The provisions of Sections 705 et seq. of the German Civil Code shall not apply to this cooperation agreement.
- 8.5 In the event that one or more of the provisions of this agreement be or become ineffectual or void, the remaining provisions of this agreement shall remain unaffected. This also applies in the event of a gap in the contract. Any ineffective provision or gap in the contract shall be replaced or filled by a commensurate legally valid provision that most closely resembles the purpose of this agreement or the intention of the Parties to the contract had they taken this provision or gap into consideration.
- 8.6 This contract is subject to German law with the exclusion of the provisions of the Vienna UN Convention on Contracts for the International Sale of Goods and international private law. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Bonn.

## **Appendices**

<b>Appendix 1</b>	Code of Conduct
<b>Appendix 2</b>	Tasks and Responsibilities of the Parties
<b>Appendix 3</b>	SOS-Kinderdorf Logos
<b>Appendix 4</b>	Requirements of External Marketing and Communications Activities
<b>Appendix 5</b>	Communications Contact
<b>Appendix 6</b>	Power of attorney to use trademarks and copyrights, Power of Attorney, "Convenience translation" German version

**For SOS-Kinderdorf International**

Innsbruck, \_\_\_\_\_  
(Date)

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Norbert Meder  
CEO and CFO

**For Deutsche Post AG**

Bonn, \_\_\_\_\_  
(Date)

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Prof. Dr. Christof Ehrhart  
Head of Corporate Communications and Corporate Responsibility

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Ralf Dürrwang  
Vice President GoTeach