

## Subscription terms for the FirmenTicket

The VRR conditions of carriage and tariff provisions as well as the following terms shall apply to the FirmenTicket subscription:

### 1. Requirements for the subscription

Within the scope of the network tariff for the Verkehrsverbund Rhein-Ruhr (VRR), FirmenTickets can be purchased by companies, associations, authorities, organisations, etc. as a subscription for all permanent employees. Tickets are issued on a subscription basis if a VRR transport company is validly authorised to debit all fees and charges resulting from the subscription contract every month in advance until further notice, but at least for a period of 12 months, from a current account held in the SEPA area for the respective term of the contract. The transport company provides forms (order forms) for this purpose.

Furthermore, a positive credit check of the customers is required for a subscription. As part of the application check, the transport company may collect information on the creditworthiness of the subscriber and account holder from a credit agency. Transport companies wishing to perform a credit check shall inform the subscriber/contracting partner in advance and obtain their signature. The subscriber/contracting partner is thereby informed of this. In the event of a negative result, the subscription application shall be deemed rejected. The credit check requires transmission of surname, first name, address, and date of birth to the credit agency. The transport company shall store the result of this check for up to 6 months in compliance with data protection regulations.

### 2. Conclusion of the subscription contract

The FirmenTicket subscription shall enter into effect by the conclusion of a contract between the large customer and a VRR transport company. The transport company will receive a list of the large customer's permanent employees, including their names, addresses, dates of birth, and genders as well as – if any options are available – the desired area of validity of the FirmenTicket for issuing of the FirmenTickets. Addition of individual employees to this group of participants is only possible on the 1st day of a calendar month; removal is only possible on the last day of a calendar month. The transport company shall make the FirmenTickets available to the large customer at the agreed time before the start of the subscription. New FirmenTickets will be sent to the customer without prompting when FirmenTickets expire. The FirmenTickets shall be in possession of the large customer or the individual customer. The transport company retains title in the FirmenTickets. The large customer or the individual customer may read the FirmenTickets at a KundenCenter (or with their own reader), if necessary, in order to check the information on the chip. Complaints must be raised with the transport company without undue delay, but no later than 10 days after receipt, in writing or in person. After the contractual relationship expires, customers must return the FirmenTicket to the transport company intact. The recipient (in this case: the transport company) must check the FirmenTicket for correctness and completeness. If the ticket is handed over or mailed, the cover letter will state the data stored on the chip. The FirmenTicket data stored on the chip are decisive. At the end of each calendar year and at the end of the subscription, the large customer must document by completing the corresponding form which employees trained by them have been provided with FirmenTickets within the meaning of the tariff provisions.

### 3. Start and duration of the subscription

The contracting partners shall mutually determine the 1st day of a month for the start of the subscription or the supplementary contract. The subscription is valid for a period of one calendar month, starting with the 1st subscription month. It shall extend by another calendar month from case to case as long as the employee does not object to the extension. The objection must be submitted to the large customer in writing or in text form.

### 4. Direct debit on time

The large customer commits to paying the respective total as well as any amounts for one-off payments under these

terms to a VRR transport company every month in advance until further notice, but at least for a period of 12 months. The customer is obligated to hold the monthly collection amount in the account specified in the contract or in the current SEPA mandate ready for collection on the due date in a current account held in the SEPA area. In the case of account changes, a new SEPA mandate must be submitted at the same time. The account holder shall be notified of the collection directly or indirectly via the contracting partner at least one day before the first due date. The total fare to be paid by the large customer shall be determined according to the number of participants available on the 1st of each calendar month. If the number of participants changes, the total amount to be paid shall be rounded down to full 5-cent amounts in the case of the discount model.

### 5. Changes to the subscription

Changes to the information in the employee list must be reported to the transport company without undue delay. Changes that affect the total fare can only be considered at the 1st day of a calendar month and must be reported to the transport company. This shall require text form. Written form is also permitted. With the change made at the request of the customer, the entries made based on the original subscription contract or the previous changes (data on the chip and tariff features on the thermal field) on the FirmenTicket and the FirmenTickets of leaving employees shall be rendered invalid at the agreed time. FirmenTickets of leaving employees will be rendered invalid at the time of their leaving the company. The change will be made at the KundenCenter or at an otherwise designated location of the contracting transport company. The originally issued FirmenTicket must be returned to the transport company by the 3rd working day following entering into effect of the change. If this deadline is missed, 1/30 of the current transport charges for a general monthly pass (Ticket1000) shall be paid as contractual liquidated damages for each subsequent day, including the day of return. Proof that a higher or lower damage was incurred is reserved. The amount to be paid shall be commercially rounded to the nearest 5 cents.

### 6. Termination of the subscription

In the event of termination, the FirmenTickets will be blocked in the transport company's customer file. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR. The tickets must be returned to the contracting company without undue delay and undamaged. Otherwise, a flat fee of 10.00 euros shall arise.

#### a) Proper termination

Proper termination of the subscription and/or the supplementary contract by either contracting partner shall be possible with a period of notice of 2 months at the end of each 12-month period. Notice of termination shall require text form. Written form is also permitted.

#### b) Termination without notice

The large customer's and the transport company's right to extraordinary termination without notice for cause shall not be affected. Cause for termination for the large customer shall in particular apply in the case of an increase in the subscription price. The large customer may then terminate the subscription for cause at the time the change in the subscription price takes effect. Notice of termination shall require text form. Written form is also permitted. The transport company shall have the right to extraordinary termination if the payment deadline is repeatedly exceeded by more than 14 days in spite of reminders, in the event of the large customer's insolvency and in the event of documented misuse of the tickets by the large customer. In the case of extraordinary notices of termination, the 2-month period shall not apply. Any chargeback and reminder fees shall be borne by the large customer in any case.

### 7. Loss or destruction

Loss or destruction of a FirmenTicket must be reported to the transport company without undue delay. The originally issued FirmenTicket will then be blocked in the transport company's customer file. Furthermore, a corresponding note is forwarded to the Verkehrsverbund Rhein-Ruhr AöR. A lost or destroyed FirmenTicket will be replaced for a fee of

10.00 Euro. A fee of 20.00 Euro (including a handling fee of 10.00 Euro) will be charged for any additional replacement issue within the 12-month contract period.

In the event of loss or destruction of a ticket, the transport company shall not accept any liability for damage incurred by the customer due to their inability to use any other benefits generated by the ticket (in addition to the transport service). Compensation for such benefits by the transport company shall be excluded.

### 8. Refunds in the event of underutilisation

Refunds of transport charges due to non-utilisation are not possible. Item 15.4 of the VRR tariff provisions shall not be affected by this.

### 9. Contractual use, right of inspection

The large customer must only request tickets in the FirmenTicket subscription for their own permanent employees. Inclusion of any other persons in the employee list is not permitted. Transfer to persons who are not employees of the large customer against payment or free of charge is not permitted. The transport company shall have the right to verify compliance with this provision.

### 10. Data protection regulations

The VRR shall receive a copy of the contract and, if applicable, of the supplementary contract between the large customer and the transport company. The large customer shall be informed about conclusion of a supplementary contract and the number of FirmenTickets affected by this by VRS GmbH. As part of the contractual processing of the subscription procedure, the transport company may request information about the customers' creditworthiness from a credit agency. The customers' contract details shall be transmitted to the credit agency and information is obtained on any foreclosures, seizures, address verification, insolvency, and bankruptcy. In the case of negative information on information characteristics, the subscription contract shall not be accepted by the transport company. The data will be stored by the transport company for a maximum of 6 months in compliance with data protection regulations. By conclusion of the subscription contract, the customer agrees that the transport company may collect and store data resulting from the contractual relationship, its termination, or its amendment. This takes place in order to enable ticket inspections by transport companies participating in the electronic fare management procedure.

Irrespective of this, the transport company shall provide VRR with data on blocking of the ticket due to reported loss, expiry, or change of the contractual relationship or customer actions in breach of contract. The transport companies connected to the ticket procedure have access to this information.

The following data will be transmitted: Card number, identifier of the issuing transport company, ticket type, date of issue, association identifier, start date of blocking, end of blocking if applicable. No personal data of the customer will be forwarded.

### 11. Existing subscriptions of employees

If any individual employees of the orderer already have monthly passes from a VRR transport company, these contracts may be terminated at the time when the FirmenTicket subscription contract or a supplementary contract to a VRS Job Ticket contract enters into effect. The difference between the subscription price and the price of a general monthly pass shall not be charged. Further details of processing are stipulated in the contract between the large customer and the transport company on the basis of the VRR tariff.