

## 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. The transport company provides forms (order form) for this purpose. Furthermore, a positive credit check of the customer is required for a subscription.

### 2. Conclusion of the subscription contract

The FirmenTicket subscription enters into effect by the conclusion of a contract between the orderer and a VRR transport company.

The transport company will receive a list of the orderer's permanent employees, including their names, addresses, dates of birth, and genders as well as – if there are options – the desired area of validity of the FirmenTicket for issuing of the FirmenTickets. Addition of individual employees into 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 orderer at the agreed time before the start of the subscription. When FirmenTickets expire, new FirmenTickets will be sent to the customer without prompting.

The FirmenTickets shall be in possession of the orderer or the individual customer. The transport company retains title in the FirmenTickets. After the contractual relationship expires, the customer must return the FirmenTicket to the transport company intact. If the FirmenTickets are handed over or mailed, the cover letter will state the data stored on the chip. The recipient must check them for correctness and completeness. The data stored on the chip of the FirmenTicket are decisive. In order to check the information on the chip, the orderer or the individual customer can read the FirmenTickets at a KundenCenter (or with their own reader), if necessary. Complaints must be raised with the transport company without undue delay, but no later than 10 days after receipt, in writing or in person. The orderer must provide proof of the FirmenTickets purchased for employees in training within the meaning of the tariff provisions by means of a form at the end of each calendar year and at the end of the subscription.

### 3. Start and duration of the FirmenTicket 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 extends by another calendar month from case to case as long as the employee does not object to the extension by the 25th day of the previous month. The objection must be submitted to the orderer in writing or in text form.

### 4. Direct debit on time

The orderer commits to paying the respective total as well as 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 orderer 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

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. 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 (eTicket1000) 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

Regular 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. 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 orderer's and transport company's right to extraordinary termination without notice for cause shall not be affected. Cause for termination for the orderer shall in particular apply in the case of an increase in the subscription price. The orderer 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 orderer's insolvency and in the event of documented misuse of the tickets by the orderer. 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 orderer 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 orderer 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. A transfer to persons who are not employees of the orderer 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 orderer and the transport company. The orderer 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 customer's creditworthiness from a credit agency. The customer's 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 checks 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 orderer and the transport company on the basis of the VRR tariff.