



Distribution Contract

concluded

between

ÖBB-Personenverkehr AG

Am Hauptbahnhof 2

A-1100 Vienna

hereinafter: **ÖBB**

for the one part

and

PAAS s.r.o.

Primaciálne námestie 1

811 01 Bratislava

hereinafter: **Distributor**

for the other part

ÖBB and Distributor are referred to jointly as Parties to the Contract or Contractual Partners.

1. Object of the agreement

- (1) The ÖBB commissions the Distributor with ticket sales for the ÖBB in its name and on its account using the ÖBB Ticketshop distribution system (hereinafter: Ticketshop). The Transport Terms and Conditions of the ÖBB, which can be accessed under www.oebb.at and the further rules that ÖBB announce apply to the sales.
- (2) The Ticketshop software remains the property of the ÖBB. The Distributor shall be granted a non-exclusive right of use therein; transfer of the right of use to third parties and to other branches/sales points of the Distributor, which have not been notified to ÖBB, is not admissible.
- (3) No exclusivity is granted for the sales performance to be executed by the Distributor. This means that the ÖBB may allow other distributors to undertake the sales performance, which is the object of the contract. The Distributor in turn grants no exclusivity to the ÖBB. This means that as well the services for the ÖBB other (travel) products and/or services may be offered without restriction.
- (4) On prior written permission from the ÖBB the Distributor is entitled to have the sales performance, which is the object of the contract, performed by a third party. In this case the Distributor remains a contractual partner and all the rights and duties arising from this contract shall continue to be incumbent on it. The Distributor shall be liable for the default of the third party commissioned.
- (5) The Distributor is entitled to debt-collection. The Distributor shall carry out debt-collection within its own cashier systems
- (6) The Distributor is charged the price published in the ticket shop. In its ticket sales, the Distributor is free to set its own prices and is not subject to any restrictions with regard to the offer of credit, discounts or other benefits or promotions when selling tickets for its own account.

2. Ticket issue

The Distributor shall have various options for issuing tickets. Ticketshop displays, which issue option(s) appropriate to the scope of an order and/or to the selected offer, are the following:

- (1) Print out the ticket immediately: The tickets are printed out by the Distributor in the required number on printers using ÖBB security paper (standard issue in a branch/sales point with direct customer contact).
- (2) Generate pick-up code: A pick-up code is generated in Ticketshop, with which the tickets can be collected from an ÖBB ticket vending machine or an ÖBB sales point. The vendor notifies the customer of the pick-up code.
- (3) e-mail to customers: The customer receives a booking confirmation by e-mail with a link to his order. In this case the customer can decide in which form he would like to receive his ticket. There are the following selection options:
 - a) As a PDF ticket (print@home ticket, for the customer himself to print out)

- b) Collection from a sales point: Generate the pick-up code in order to collect the ticket [see (2)]
 - c) As a Handy Ticket (display via the ÖBB ticket app for Android or iOS on a Smartphone) with effect from approval by ÖBB
 - d) Direct print-out of the PDF ticket (print@home ticket) in sales points with direct customer contact
- (4) The Distributor's claim to commission arises whenever the Distributor makes payment to the ÖBB (by means of the "External Payment" as a standard payment method for the Distributor in Ticketshop).

3. Vouchers

As soon as a transaction is activated in Ticketshop, vouchers (which kind of vouchers is determined by ÖBB) may be sold to customers in Ticketshop. Customers' existing vouchers cannot be redeemed at the sales point of the Distributor. It is made clear that vouchers can only be redeemed online or at an ÖBB ticket counter in Austria.

4. Cancellation

The cancellation procedures listed in Annex 2 may be performed in Ticketshop.

5. Distributor's data

- (1) The Distributor shall provide to the ÖBB the data of the branch/sales point (company name, address, post code, city, contact, e-mail address etc.). It undertakes to fill out a separate data sheet for each branch/sales point with ÖBB sales in accordance with Annex 1. The information entered by the Distributor in Annex 1 is the basis for the development of the entire business relationship. The Distributor undertakes to notify every amendment of the data contained in Annex 1 as soon as it is known to ÖBB's delivery address (Point 12 of this contract). The ÖBB guarantees that personal data of the Distributor's employees is protected by the data protection law in force and is processed solely for the purposes of this contract.
- (2) The ÖBB shall provide to the Distributor the number of Ticketshop work stations entered on Annex 1 per branch/sales point.
- (3) A separate written agreement between the Distributor and the ÖBB shall be drawn up for every amendment concerning the use of Ticketshop (e.g. amendment of the number of work stations).

6. Terms and Conditions of Business (Commission) and accounting with the ÖBB

- (1) The Distributor accepts the Terms and Conditions of Business (Commission) and remuneration referred to in Annex 2.
- (2) The ÖBB is entitled to amend Annex 2 at any time. If the Distributor should not be in agreement with the amendments and as a consequence wishes to give notice to terminate, it may do so by giving notice to terminate of one month from the entry into force of the amendments. The entry into force of an amendment of this nature shall be notified in writing to the Distributor by ÖBB with an appropriate period of advance notice
- (3) The Distributor (debtor) gives a signed SEPA direct debit mandate to ÖBB. This SEPA direct debit mandate authorises ÖBB to collect due invoice amounts from the distributor.
- (4) The Distributor shall receive from ÖBB a monthly invoice in EURO as the basis for accounting for the sales turnover achieved via Ticketshop, with which the turnover reduced by the basic commission contained in Annex 2 and the Top Bonus shall be invoiced. The invoiced amount must be transferred to the bank account of ÖBB within 10 days in Euro free of expenses for ÖBB. The accounting methods are described in Annex 2, whereby Point 7.(2) does not apply.
- (5) The Distributor is obliged on being billed in proper form by ÖBB to pay the invoiced amount within the payment period stated on the invoice. In the event of default of payment the statutory interest on arrears in the amount of 4% shall be applied irrespective of fault. The invoicing methods are described in Annex 2. In the event of culpable default of payment the statutory interest on arrears pursuant to § 456 Austrian Business Enterprise Code becomes applicable. In the event of default of payment for whatever reason, ÖBB is entitled to block the Ticketshop distribution system so that ticket sales are no longer possible.
- (6) The Ticketshop system is activated by the ÖBB
 - a) on signature of contract by the parties to the contract and
 - b) on completion of the ÖBB basic training (cf. Point 8) by at least one of the Distributor's employees and
 - c) after reception of the SEPA direct debit mandate by ÖBB

7. Alignment of technical principles

- (1) The ÖBB is entitled to alter the technical principles contained in Annex 3 to meet the current technical and commercial developments (e.g. updates). If the technical principles contained in Annex 3 are adjusted, the ÖBB shall notify these adjustments to the Distributor in good time with the request to implement the necessary adjustment. The necessary adjustments must be made by the Distributor within a reasonable period. These amendments are deemed to have been agreed, unless the Distributor objects in writing to the reasonable deadline determined by the ÖBB for implementing these adjustments. If the Distributor does not agree to the amendments, the ÖBB is entitled to terminate the contract with immediate effect.

- (2) The ÖBB undertakes to connect the Ticketshop work station to the ÖBB booking network and shall provide the technical facilities required for this purpose in the ÖBB area, such as servers, free of charge.
- (3) In the event of move of location (e.g. relocating a Ticketshop work station with ÖBB ticket printer to another room at the location address or re-locating to another address), the Distributor is entitled as a matter of principle to undertake these moves at its own cost. If this is not possible for any reason whatsoever and it is necessary to call in an ÖBB technician, the ÖBB is entitled to invoice to the Distributor the costs of the re-location. The ÖBB shall notify the Distributor of the costs prior to consultation by the ÖBB technician.

8. Operation of Ticketshop and training courses

- (1) For each employee, who makes bookings via Ticketshop (see Annex 3), the Distributor shall receive access codes, with which the employee is able to log into Ticketshop. Prior to starting to sell tickets it is obligatory that at least one of the Distributor's employees undergoes basic training on ÖBB products and on the use of Ticketshop in an ÖBB classroom.

Basic training is organised in courses lasting a number of days determined by ÖBB. Participation in the training is free of charge. Costs other than training costs (e.g. for the employee's time, hotel costs, travel costs) must be borne by the Distributor. The training is conducted by the ÖBB or its authorised agents. The ÖBB provides no subsistence for the participants in the training.

- (2) Compliance with the use of Ticketshop as specified is a prerequisite for the proper operation of the Ticketshop application.

9. Maintenance and operation of the booking equipment

- (1) The ÖBB or a company commissioned by the ÖBB shall undertake the ongoing maintenance including updates and rectification of faults (e.g. ÖBB ticket printer) against an agreed deadline. The Ticketshop sales system fee (if such has been raised) includes the routine maintenance (including updates) and the rectification of faults in the Ticketshop application and in the ÖBB ticket printer, provided that the fault has occurred despite proper routine use. If it is not possible to repair the ÖBB ticket printer in situ, the printer shall be exchanged within a reasonable period by the ÖBB.
- (2) Ticketshop is operational every day. Disruption of the operating hours for technical reasons, e.g. during updates of the application or maintenance work on the server are possible at any time. The Distributor shall have no claim of any nature whatsoever against the ÖBB arising from or in relation to disruptions in operating hours.

10. Quality check

- (1) ÖBB is entitled to verify the sales and services in the form of mystery shopping in the Distributor's branches/sales points, order thereby to ascertain the quality standards of the individual sales branches/individual sales points. The mystery shopping tests may be performed by random sampling or as blanket coverage. In the course of the mystery shopping tests ÖBB must ensure that the rights of the employees are unconditionally safeguarded, and in particular that no personal data or data, which could identify a person, are collected, stored, processed or communicated.
- (2) ÖBB is further entitled to use customer surveys (ÖBB KUZU) to have the service or the performance of the Distributor evaluated by customers.
- (3) In the event that quality defects are discovered, the parties to the contract shall agree separate, specific improvement measures such as, where necessary, the holding of further training courses.

11. Other agreements

- (1) The Distributor shall safeguard to the best of its ability the interests of ÖBB and the carriers represented by ÖBB and shall actively offer their services for sale.
- (2) The Distributor guarantees that all branches/sales points are in possession of all the legal and de facto prerequisites and competences, which are required for the performance of the services under the contract.
- (3) Having given prior notice, the ÖBB and its authorised agents shall have a right to inspect on the Distributor's business premises all the (pre-printed) ticket stocks, ticket sales and the documents pertaining to the stock/sale of other items procured from the ÖBB.
- (4) Delivery address: All the communications related to this agreement must be sent to the following address: ÖBB-Personenverkehr AG, Vertrieb & Neue Services / Kompetenzzentrum Distribution, Am Hauptbahnhof 2, 1100 Vienna mail-to: Partner.Vertrieb@pv.oebb.at.

12. Term of contract and termination of contract

- (1) This contract comes into force on signature and is concluded for an indeterminate period. It may be terminated by either contractual partner at the end of a calendar month by giving 6 months' notice. Notice to terminate must be given in writing, whereby a scan of a legally-binding, signed notice to terminate sent by e-mail is sufficient.
- (2) In particular the ÖBB is entitled to terminate the contract prematurely at any time if the following cases of good cause exist:
 - a) if the Distributor persistently breaches material provisions of this contract and continues despite being required in writing to cease the behaviour, which is contrary to the contract, and/or to restore the status, which is in conformity with the contract;

- b) in the event of breach of the Distributor's obligations pursuant to Figure 6 of the contract;
 - c) if the Distributor fails to make the payments due to ÖBB under the contract despite a demand for payment and the setting of a period of grace;
 - d) if bankruptcy proceedings are opened against the assets of the Distributor or are dismissed by virtue of insufficient assets to cover costs, or the prerequisites for the opening of such proceedings or for the dismissal of such an application exist;
 - e) in the case of improper use or inappropriate handling of the Ticketshop application, of the ÖBB ticket printer or the pre-printed ticket forms, tickets and other items provided;
 - f) if it is ascertained by the ÖBB that tickets are being issued incorrectly and/or incompletely to a not inconsiderable extent;
 - g) in the case of loss by the Distributor of the legal or de facto prerequisites for the performance of the obligations under the contract;
 - h) in the case of assignment by the Distributor of the rights under the contract to third parties without the prior express agreement in writing from the ÖBB;
 - i) in the case of a modification in the ownership structure of the Distributor or in the case of a change of owner (individual enterprises);
 - j) in the event that the Distributor objects to altered technical principles (Point 7 (1)).
- (3) In particular the Distributor is entitled to terminate the contract prematurely at any time if the following cases of good cause exist:
- a) if the ÖBB persistently breaches material provisions of this contract and continues despite being required in writing to cease the behaviour, which is contrary to the contract, and/or to restore the status, which is in conformity with the contract;
 - b) if bankruptcy proceedings are opened against the assets of the ÖBB or are dismissed by virtue of insufficient assets to cover costs, or the prerequisites for the opening of such proceedings or for the dismissal of such an application exist;
 - c) in the case of loss by the ÖBB of the legal or de facto prerequisites for the performance of the obligations under the contract;

13. Non-disclosure

- (1) The parties to the contract undertake to treat this agreement and the content of this agreement, together with information concerning the respective other party to the contract as strictly confidential and not to disclose the foregoing to third parties. The term, information, is to be understood as comprehensive. It includes all the information, business and operating secrets, as well as information and documents, which have not been published in the public domain.
- (2) This duty of non-disclosure shall not apply to information, which at the time of conclusion of this agreement was already in the public domain or later became publicly known and the public knowledge cannot be attributed to the respective party to the contract or the

information later came to the knowledge of the party to the contract without any breach of the duty of non-disclosure. The duty of disclosure shall not apply with regard to government agencies or consultants of the parties to the contract, who are bound by law to a duty on non-disclosure or in cases, in which otherwise a party to the contract is subject to a statutory duty to disclose.

- (3) Subsequent to termination of the contractual relationship, which is the object of this contract, the duty of non-disclosure shall also persist for three further years.

14. Data protection

- (1) Object of the performance of the contract is the collection, processing or use of personal data by the Distributor. The Distributor guarantees to comply with the applicable national and community data protection rules in the context of data processing made by him.
- (2) The Distributor is a Processor for ÖBB and Annex 4 shall apply.
- (3) The Distributor is obliged to instruct its employees to participate in free training offered by the ÖBB concerning data protection and to comply instructions given by ÖBB to fulfil the obligations of the General Data Protection Regulation, GDPR, for example, regarding the provision of information to customers

15. Liability

- (1) The liability of the ÖBB for claims of all kinds (in particular compensation in damages, warranties, etc.) is, insofar as legally admissible, excluded in every case, except in case of blatant gross negligence or culpable intent. The ÖBB shall not accept liability for indirect damage, purely financial loss or lost profit.
- (4) The parties to the contract accept no liability for incorrect or missing information on their respective websites.
- (5) Neither contractual partner accepts liability for damage arising from delayed commissioning, malfunctions or failure of Ticketshop. For both contractual partner software errors do not found liability claims.
- (6) The Distributor shall be liable to the ÖBB and to third parties for its vicarious agents.
- (7) The Distributor shall be liable to the ÖBB in every case for the full cash value programmed in Ticketshop for tickets sold through Ticketshop, unless the programmed cash value is the result of a technical error and lies outside the sphere of the Distributor.
- (8) The Distributor shall be liable for damage, for improper drawdown and for loss of the Ticketshop application and the ÖBB ticket printer, if such has been provided to it. in the case of damage or loss of the ÖBB ticket printer the Distributor must make good to the ÖBB the loss incurred.
- (9) The Distributor expressly accepts no liability for the claims of third parties (in particular claims from customers), which result from recourse made to the ÖBB mobility service

(in particular on the basis of the contract of carriage). The ÖBB indemnifies and holds the Distributor harmless from all claims and holds the Distributor entirely harmless.

16. Trademark rights

- (1) For the term of this contract the Distributor is entitled to use all applicable trademarks (brands, logos, etc.) of the ÖBB without charge, unrestricted in substance, space and time, however exclusively within the scope, for the purpose and for the term of this contractual relationship. To safeguard the corporate design and the corporate identity the Distributor shall use only those trademarks, which have been expressly communicated and approved by the ÖBB for this purpose. The ÖBB reserves the right to revoke this right of use at any time (e.g. in the case of modification of a trademark).
- (2) The ÖBB shall endeavour to notify the Distributor in writing of any change in its trademark. The Distributor shall, by extension, cease to use the previous trademark and at its own costs in good time undertake an adjustment of the use of the trademark in accordance with the change.
- (3) All applicable advertising campaigns must be agreed between the contractual partners.

17. Freedom of rights of third parties

- (1) The ÖBB is entitled to grant the right of use in the Ticketshop software granted under this agreement and warrants that it is the proprietor of the software on the date of concluding the contract and for the term of this agreement.
- (2) If claims are made, or there is the threat that claims may be made against the Distributor for breach of the intellectual property rights of third parties by virtue of the use of the Ticketshop software, the Distributor shall notify the ÖBB without delay. The Distributor shall give the ÖBB the opportunity to defend the claim or for the full procurement of rights or justice, failing which Point 16 (3) shall cease to apply.
- (3) The ÖBB shall indemnify and hold the Distributor harmless in the case of the breach of third party intellectual property rights related to Ticketshop software.

18. Court of jurisdiction, applicable law

- (1) The competent in rem court in Vienna is agreed as the sole court of jurisdiction for all disputes arising from this agreement. Applicable law is Austrian law to the exclusion of the rules governing the conflict of laws.

19. Final clauses

- (1) Should a provision in this agreement be invalid or infeasible in whole or in part, this shall not affect the validity or feasibility of the remaining provisions. The invalid or infeasible

provision shall be replaced by a valid or feasible provision, which comes closest in law to the legal and commercial meaning and purpose of the invalid or infeasible provision; this shall apply accordingly for omissions in this contract.

- (2) Any assignment to a third party of rights and duties arising from this agreement requires the express written approval of the respective other contractual partner. Affiliated companies of the ÖBB Group pursuant to § 189a Figure 8 Austrian Business Enterprise Code are not deemed to be third parties within the meaning of this paragraph.
- (3) In order to be legally valid, amendments or additions to this contract must be in writing. Oral collateral agreements to this agreement do not exist.
- (4) The contractual partners are not entitled to offset claims of the respective other contractual partner with their own or ceded claims and liabilities.
- (5) Fees and dues in relation to this contract shall be borne by the Distributor.
- (6) This agreement is signed in two original copies; each party to the contract receives one copy.

Annexes:

Annex 1: Data Sheet (online available)

Annex 2: Terms and Conditions of Business (Commission)

Annex 3: Technical Principles

Annex 4: Data Protection

Vienna, dated 27.2.2025

Bratislava, dated 27/02/2025

For ÖBB-Personenverkehr AG

[Redacted Signature]

Dr. Sabine
Member of the Executive Board

[Redacted Signature]

Mag. Martin
Head of Distribution and New Services

For Mestský parkovací systém, spol. s r.o.

[Redacted Signature]

Dr. Mario
CEO/Statutory of the Company

[Redacted Signature]

Annex 2 - Terms and Conditions of Business **(Commission Unit Price)**

1 Scope

Until further notice these Terms and Conditions of Business apply to distributors, which use the ÖBB Ticketshop sales system based on the Distribution Contract. The ÖBB-Personenverkehr AG fare regulations and the fare regulations of the transport associations, which can be viewed on www.oebb.at, apply.

2 Ticketshop

The Ticketshop sales system is provided free of cost (without fees). ÖBB reserves the right - subsequent to reasonable prior notice - to levy a sales system fee for the provision of Ticketshop. In this case the option to give notice shall apply to the Distributor pursuant to Point 6 (2) of the contract. No minimum turnover shall be specified. The Distributor shall bear the costs of cashless payment transactions. Commission is paid on the basis of product groups.

3 Agency type unit price

Classification criteria

The sales partner of the agency type EP must fulfill the following criteria:

- (1) Sales partner with or without a sales outlet in the territory of the EU / EEA.
- (2) The sales partner guarantees that all branches/sales outlets have all the legal and actual requirements and qualifications necessary for the contractual provision of services (in accordance with legal requirements).
- (3) The sales partner is legally and technically capable of selling all products offered in the ÖBB-Ticketshop.
- (4) Permanent and visible use of the design line specified by ÖBB to identify the sales outlet (CI)
- (5) The elements of the ÖBB design line are provided by ÖBB free of charge.
- (6) Professional competence: Mandatory participation in a two-day basic training course in presence or webinar.
- (7) Training: 8 a.m. - 4 p.m. for every sales employee.
- (8) Mandatory refresher training once a year.
- (9) The access applicant can prove his creditworthiness and is prepared to deposit the security (e.g. bank guarantee)
- (10) Secure storage of the strictly chargeable security paper must be guaranteed (in the event of loss, € 60.00 per sheet of paper will be charged - as of 2024)

Service fees

The Distributor is free to collect service fees. Distributors, whose sales room is at a location, in which ÖBB itself operates a ticket counter, are however not entitled to collect service fees; thus tickets are sold at the original price.

(2) Basic commission

Monthly	Product Group	Rate of commission exclusive of Value Added Tax
Basic commission	Domestic	7%
	Domestic group travel	5%
	Abroad	5%
	Interrail Pass offers	1%
	Reservations	7%
	Tickets from Austrian transport associations	3%

(3) Top Bonus

The Top Bonus is calculated on the turnover, applicable to the basic commission, on all product groups with the exception of tickets from austrian transport alliances and is 3.0% exclusive of Value Added Tax. The Top Bonus is included in the monthly accounting of the basic commission.

Example: Domestic basic provision is 7%. The Top Bonus is 3%. 10% shall be billed in the monthly invoice for the domestic product group.

(4) Commission for „Europäische Reiseversicherung“ (insurance)

For selling the insurance “Europäischen Reiseversicherung” the commission will be calculated by 10% of gross selling price.

Commission for city tickets

Graz Card

For the touristic part of the Graz Card the commission is: 11% for the Graz Card 24 h and 9% for Graz Card 48h and 72 h.

Vienna City Card & Easy City Pass & Queer City Pass

For the touristic part of the city tickets VCC, ECP and QCP, the commission is 6%.

Simplified example: a city ticket totally costs 25€, it contains the entry to a museum for 20€ and a ticket of one of the Austrian transport associations for 5€. For the touristic part (the entry to the museum) the commission will be 11%, for the ticket of the Austrian transport associations the commission will be 3%. Makes a commission of 2,35€ in total.

4 Scale bonus

- (11) The Distributor receives a scale bonus.
- (12) The scale bonus is calculated per branch on the annual turnover accounted for in the monthly invoices (from 1st January to 31st December of each year). Turnover from the domestic, domestic group travel, Interrail/pass, foreign and reservation product groups is eligible for the scale bonus. Sales figures shares from tickets from Austrian transport associations not count towards the scale bonus.
- (13) If the Distributor achieves the relevant turnover limits in one calendar year in the sum of the product groups, it receives the respective scale bonus on the sales figures share of turnover in the respective scales.

Sales figures share of turnover	Scale	Scale bonus exclusive of Value Added Tax
up to € 800,000	Scale 1	0.0%
up to € 2,500,000	Scale 2	0.75%
up to € 4,000,000	Scale 3	1.0%
>€ 4,000,000	Scale 4	1.25%

Simplified example (taking no account of taxes):

In the 2017 calendar year the turnover from ticket sales (without tickets from Austrian transport associations) in a given branch amounts to € 2,800,000.00. Therefore the Distributor receives:

- a bonus of 0.0% on the sales figures share of turnover in Scale 1 up to € 800,000;
- a bonus of 0.75% on the sales figures share of turnover in Scale 2 from € 800,000 up to € 2,500,000 ($\rightarrow € 1,700,000.00 \cdot 0.75\% = € 12,750.00$);
- a bonus of 1.0 % on the sales figures share of turnover in Scale 3 from € 2,500,000 up to € 2,800,000 ($\rightarrow € 300,000.00 \cdot 1\% = € 3,000$)

In total therefore the Distributor receives a scale bonus of € 15,750.00

5 Definition of Product Groups

(1) Product Groups domestic

Domestic tickets entitle the passenger to travel within Austria in ÖBB trains and intra-Austria buses.

Domestic products may be, for instance, tickets, customer cards, fixed-price tickets or house to house luggage. They do not include reservation.

Ticket	Explanation/example
ÖBB Ticket	Vienna-Innsbruck Original price: e.g. Einfach-Raus-Ticket Promotional tickets such as Senior's Tickets
House to house luggage	Luggage forwarding from one address to another
ÖBB customer cards, sale of Vorteilscard/Österreichcard in Ticketshop	For various customer groups, Classic Senior, etc.
Tickets with shares in private railway routes.	Wien-Schruns (Station for the Montafon Railway)

Kombitickets from ÖBB Rail Tours Touristik Gesellschaft m.b.H and ÖBB include the ÖBB ticket and additional tourist services for the total purchase prices (e.g. Wachau-Ticket). They carry commission of 5% on the total purchase price and are not included in the Top Bonus and scale bonus.

(2) Product group abroad/pass offer

Products for foreign travel may be tickets for specific routes or pass offers. They do not include reservation.

Ticket	Explanation/example
Cross-border ticket from the ÖBB departure railway station to the destination railway station abroad (includes the ÖBB fare price component up to the border)	Vienna - Frankfurt Innsbruck - Munich
Ticket for travel abroad without ÖBB fare price component	Frankfurt - Hanover
Interrail/ Swiss Travel System pass offers	According to tariff

(3) Product group reservations

In addition a reservation can be issued for tickets pursuant to (1) and (2). Or the reservation already includes the total ticket price in the case of global prices.

Reservation	Explanation/example
a) Seat, couchette berth, bed	Only reservation of a seat, couchette berth or bed
b) Global prices (ticket <u>and</u> reservation of a seat, couchette berth or bed at an overall price)	Ticket Vienna - Hamburg in the ÖBB Nightjet with reservation included in the fare
c) Car transport wagons in motorail train	Parking space for car

(4) Product group associations (Austrian transport associations)

Ticket	Explanation/example
Tickets for all Austrian transport associations	Tickets, which are valid only in an association area (Ticketshop will show this), must be sold at the association price (e.g. St. Pölten - Amstetten). They are valid in ÖBB trains and in all public transport in the association area as printed on the ticket.

6 Accounting

(1) Monthly accounting

The basic commission and the Top Bonus are calculated in % on the turnover (this is generated from the sales prices, which include the statutory Value Added Tax), with a separate calculation per branch of the Distributor. As a matter of principle the sales price is printed on the ticket. A sales month is basically invoiced in the following month on a due date determined by ÖBB. Additions and deductions (e.g. retroactive accounting of commission) may be included in a subsequent monthly invoice.

(2) Calculation of the scale bonus

The scale bonus is invoiced with the turnover invoiced in the monthly invoices. The scale bonus is paid annually on a due date determined by ÖBB within a monthly invoice.

(3) CSV Export

ÖBB makes a CSV export available for monthly invoicing.
Other types of voucher are possible.

(4) Cancellations

Cancellation is the return of a product, which has been sold, (e.g. a wrong booking or when a ticket is returned by a customer, because it has not been used). The Distributor shall cancel only those tickets, which it issued. For each product sold in the Ticketshop it

is recorded whether a cancellation is possible. The amount of the cancellation fee, which the customer must pay, is calculated by Ticketshop. If applicable the fee paid must be refunded to the customer by the vendor and is refunded to the Distributor by ÖBB. The basic commission paid for cancelled tickets and the Top Bonus are recalculated. ÖBB is entitled to demand that the Distributor returns cancellation fees.

7 Miscellaneous

- (1) Commission is not paid on:
 - a) Products, which are not included in the product group definition (Point 5.).
 - b) For tourist tickets (as for procurer tickets), which are purchased from ÖBB at the net purchase price, the contractual partner receives no basic commission and no Top Bonus, but they are included in the scale bonus.
- (2) SEPA direct debit as basis for the monthly direct debit in favour of
ÖBB – Personenverkehr AG, am Hauptbahnhof 2, 1100 Vienna
Bank: BAWAG/PSK AG
Account number: 00090-027-811
BIC: BAWAATWW
IBAN: AT42 6000 0000 9002 7811
Account supplement: ÖBB-Personenverkehr
- (3) For the case where the ÖBB products are offered in a sales room:
The closure of the Distributor's locations (in which the ÖBB products are offered) is admissible. The Distributor must give the earliest possible notice of planned closures; in all events closure must be notified in writing to ÖBB with a lead time of at least 4 months. The Distributor must notify ÖBB in writing without delay of closures, which occur at short notice, e.g. due to unforeseen events. The Distributor is obliged to offer the sales service all year round and during the total opening times in the branches of the Distributor, which are the object of this contract, and must inform the end customers clearly and unambiguously of these opening times.

Annex 3 Technical principles (edition dated 10th August 2023)

1 System requirements

Specific conditions, which must be provided by the Distributor at its own costs, must be satisfied, in order to operate Ticketshop. The following conditions are in accordance with the status at the time of concluding the contract and may be amended over the course of time (further development, upgrades, new versions, etc.).

(1) Hardware

- a) A current, efficient PC with screen, 8 GB RAM (recommended, with fewer than 8GB RAM you can expect slower system behaviour), a mouse and keyboard for each sales position is used in Ticketshop.
- b) Minimum screen resolution 1280x800

(2) Internet connection

- a) Minimum band width 5 MBit/s download, 1Mbit/s upload
Internet access to ÖBB websites.

(3) Software

- a) Windows 10 or later operating system.
- b) Client provided by ÖBB
- c) Necessary Microsoft runtime libraries
- d) For security reasons the Distributor is responsible for the installation of all the required updates.

The Distributor shall, at its own costs, ensure the security and the functionality and maintenance of the PC with CPU, screen and keyboard/mouse, of the Internet connection and the laser printer (if this is used).

2 Installation

The installation package and the update package shall be provided in a password-protected area on an ÖBB website. The Distributor must install these independently.

3 Authentication in Ticketshop

- (1) A user name and password are required for authentication in Ticketshop.
- (2) ÖBB reserves the right to allow access to Ticketshop only when client side and where necessary password-protected certificates are used. To apply such a certificate, where necessary, a port notified by ÖBB must be used. The application of a certificate must be ensured by the partner as part of the installation process; it also serves the purpose of updates.
- (3) The IT and communication structure may be used solely for commercial use within the meaning of the underlying contract. The hardware and software supplied is the property of ÖBB and may be used only in accordance with the conditions. The use of external data storage media with the ÖBB infrastructure is not permitted. It is prohibited to create authorised access to ÖBB systems and data, even where these are not technically protected.
- (4) Passwords and other access data (evidence of authorisation) must be kept secret and must not be disclosed either in writing or orally to third parties, to the Distributor's employer or other employees of the ÖBB.

- (5) The contractual partner agrees expressly that it shall be possible to record all the contractual partner's activities in ÖBB's IT infrastructure and analyse them in order to verify compliance with this non-disclosure undertaking.
- (6) The contractual partner undertakes to notify ÖBB without delay of security weak points, incidents, or breaches of data protection, which have been discovered during its activities.

Weak points include every feature of a system or process, which by virtue of divergence from security regulations may favour the occurrence of information security incidents. Every incident, the consequence of which is to jeopardise the integrity, confidentiality and availability of data, must be regarded as an information security incident. The suspicion of an incident of this nature also counts as an information security incident, until it has been cleared up. A breach of data protection exists in particular, where there is the possibility of unauthorised disclosure of personal data.

4 Interfaces and process integration

- (1) Issue of user names and passwords by ÖBB
Unique use names inclusive of an initial password shall be provided by ÖBB.
- (2) Manual transfer of Ticketshop transactions into the contractual partner's system by the user

If the contractual partner wishes to be able further to process the transaction performed in the Ticketshop in a non-Ticketshop system, these data must be transferred manually by the contractual partner.

5 Ticket issue

- (1) There is a variety of possibilities for issuing tickets.
- (2) At the time of booking Ticketshop displays which method(s) is/are possible to fulfil an order appropriately or for the offer selected:
 - a) Print ticket immediately
 - b) The tickets are printed out in the number required and communicated through Ticketshop by the vendor by means of printing them out on the vendor's printer on ÖBB security paper (standard issue for a sales point with direct customer contact).
 - c) Generating a pick-up code:
a pick-up code is generated in Ticketshop, with which the tickets can be collected from an ÖBB ticket vending machine in Austria (more than 1,000 throughout Austria), and ÖBB sales point or a branch/sales point of the Distributor. The vendor notifies the customer of the pick-up code.
 - c) e-mail to customers:



The customer receives a booking confirmation by e-mail with a link to his order. Here the customer may decide, in which form he wishes to receive his ticket. There are the following possibilities:

- As a PDF ticket (print@home ticket, for the customer himself to print out)
- At the railway station or in one of the Distributor's branches/ sales points generate a pick-up code, in order to print out the ticket at the ticket vending machine or at a distribution point
- As a Handy Ticket (display via the ÖBB ticket app for Android or iOS on a Smartphone) with effect from approval by ÖBB

If the Distributor does not immediately print out tickets for specific workstations or generally and only the issue types pursuant to b) and c) are needed, connection to a ticket printer and the ordering of ÖBB security paper is not required.

6 Ticket printing on security paper

- (1) One option for issuing tickets is to print out the ticket and hand it to the customer. As a matter of principle tickets printed in the contractual partner's branch or sales point must be printed on ÖBB security paper.
- (2) The Distributor undertakes to use only the pre-printed ticket forms with pre-printed serial numbers and on the ÖBB security background provided by ÖBB. Pre-printed ticket forms (blank, without the imprint of a ticket) and the tickets issued on pre-printed ticket forms are cash value items, strictly accountable and must not be lost or disposed of by the contractual partner. The original of tickets printed on ÖBB security paper and cancelled must be sent in the month of cancellation to the address specified by the ÖBB-PV and must not be lost or disposed of by the contractual partner.
- (3) The reprinting, reproduction or any other unauthorised use of the tickets and pre-printed ticket forms is prohibited. The tickets and pre-printed ticket forms must not be amended in any way whatsoever, in particular their design, the security background, the colour, the inscription etc. The Distributor must organise the issue of the tickets with the same due care of a prudent businessperson as it exercises in the sale of its own products. The Distributor is liable towards the ÖBB-PV with effect from acceptance for the loss of pre-printed ticket forms, tickets and other cash value items. The Distributor is obliged to notify ÖBB-PV in writing without delay of the loss of pre-printed ticket forms, tickets and other cash value items. In the event of loss of tickets, pre-printed ticket forms or other cash value items ÖBB shall be entitled to require an amount in compensation per lost ticket, pre-printed ticket form or cash value item; ÖBB-PV shall specify the amount. The Distributor undertakes to store the stock of pre-printed ticket forms, tickets and other cash value items securely, i.e. locked away.
- (4) The security paper is procured at the costs of ÖBB-PV and is provided to the contractual partner together with other items required for the sale of the tickets. The security paper is to be ordered through Item Management (identifier: orders4all) in whole packaging units by the

Distributor's branch/sales point. When the security paper arrives at the branch/sales point, it must be accepted by Item Management in whole packaging units and placed in the storage facility of the branch/sales point and once the process of acceptance into the branch/sales point storage facility is completed, it is available for sale.

The entire process of item management and the handling of the security paper are among the topics included in basic training for the contractual partner's sales employees.

7 Printing technology

- (1) Tickets may be printed on security paper by means of ÖBB ticket printers or on laser printers (on notification from ÖBB).

ÖBB allocates a specific printer selected by the Distributor to each Ticketshop work station [ÖBB ticket printer or (networked) laser printer]. Every modification by the Distributor to a printer allocated to a work station (e.g. exchanging an ÖBB printer for a laser printer, moving from individual laser printer to networked laser printer or vice versa) or to the PC at the work station (e.g. new PC name) without prior notification is therefore not admissible, since ÖBB must enter modifications into databases to ensure the functionality of Ticketshop.

- (2) Individual laser printers: Tickets must be printed on ÖBB security paper in A4 format in black and white with 1200x1200 dpi.

- a) A Ticketshop work station is always allocated a separate individual laser printer with a separate voucher number status for ÖBB security paper.
- b) A separate paper tray is required for the ÖBB security paper; this must be used solely for ÖBB security paper.
- c) The number of the A4 ticket vouchers contained in packaging unit is specified by ÖBB-PV. A whole packaging unit must always be placed in the paper tray.
- d) For the use of the ticket vouchers every day prior to start of sales the first and last voucher number on the paper in the paper tray must be recorded once in Ticketshop. After this, sales begin and the ticket vouchers are used and taken from the paper tray in the order of the voucher numbers. Vouchers, which are not used must be booked out in Item Management (identifier: orders4 all) using the function, Recover. The A4 ticket vouchers carry a consecutive voucher number and a bar code.
- e) The use of ÖBB security paper by feeding in one sheet at a time is not a use of the ÖBB security paper in conformity with the conditions and is excluded by ÖBB.
- f) ÖBB recommends that the contractual partner sets the control of the individual laser printer for the work station in such a way that the user can control only the paper tray for the ÖBB security paper.
- g) The use of the stock of security paper allocated to a specific work station by another work station is not admissible.
- h) Printing must be done in black.
- i) It is not possible to generate a pick-up code. However, tickets can be printed on security paper and the PDF ticket (print@home ticket, for the customer himself to print out) and with effect from approval by ÖBB as a Handy Ticket (display via the

ÖBB ticket app for Android or iOS on a Smartphone).

- j) ÖBB-PV reserves the right, where necessary, to introduce other printed forms with security paper.

(3) Networked printer or USB 2.0 for local connection to the sales work station: Printing on A4 format in black and white with 1200x1200 dpi.

- a) A networked laser printer may be used jointly by more than one Ticketshop work station.
- b) A separate paper tray is required for the ÖBB security paper; this must be used solely for the ÖBB security paper. The number of the A4 ticket vouchers contained in a packaging unit is specified by ÖBB-PV. A whole packaging unit must always be placed in the paper tray.
- c) The contractual partner undertakes to allocate a permanent specific networked laser printer to the individual Ticketshop work stations. One or more networked laser printers may be used in a branch/sales point.

For example: Work stations 1 and 2 are permanently allocated networked laser printer A, work stations 3 and 4 are permanently allocated networked laser printer B. The security paper required for the allocated work stations is allocated to the networked laser printer (joint status for the allocated work stations). This means that work stations 1 and 2 have the stock of ÖBB security paper, which they require, only in laser printer A and work stations 3 and 4 have the stock of ÖBB security paper, which they require, only in laser printer B. Therefore any mixing or exchange of the security paper between the two laser printers is prohibited. It is the contractual partner's responsibility to allocate the work stations to a specific laser printer. If the allocation of the work stations to a specific networked laser printer is modified, the modification may not be implemented prior to 4 weeks' advance written notice to ÖBB of the modification.

- d) ÖBB recommends that the contractual partner sets the control of the individual laser printer for the work station in such a way that the user can control only the paper tray for the ÖBB security paper.
- e) It is not possible to generate a pick-up code. However, tickets can be printed on security paper and the PDF ticket (print@home ticket, for the customer himself to print out) and with effect from approval by ÖBB the Handy Ticket (display via the ÖBB ticket app for Android or iOS on a Smartphone) are available.
- f) For the use of the ticket vouchers every day prior to start of sales the first and last voucher number on the paper in the paper tray must be recorded once in Ticketshop. After this, sales begin and the ticket vouchers are used and taken from the paper tray in the order of the voucher numbers. Vouchers, which are not used must be booked out in Item Management using the function, Recover.
- g) Printing must be done in black.
- h) The A4 ticket vouchers carry a consecutive voucher number and a bar code. The use of ÖBB security paper by feeding in one sheet at a time is not a use of the ÖBB security paper in conformity with the conditions and is excluded by ÖBB.

- i) ÖBB-PV reserves the right, where necessary, to introduce other printed forms with security paper.

Timetable information is printed by a laser printer on white A4 paper without a security background; this paper is supplied to the contractual partner at the cost of the contractual partner.

A bar code scanner connected to the PC at the sales work station may be used by the contractual partner to record the vouchers, but this is not a requirement of ÖBB. The client uses one-dimensional bar codes (EAN-128) and two-dimensional bar codes (Aztec Code). The (networked) laser computer is the property of the Distributor and shall be procured, operated and serviced at its costs.

(4) Printing with ÖBB ticket printer: only available for Distributors in Austria

- a) The ÖBB ticket printer is available only to Distributors, whose branches/sales points are located in Austria.
- b) This is a special printer, which functions by means of thermal printing.
- c) The tickets are printed on the roll of ÖBB security paper, which is split into related voucher sections with consecutive numbers, which are divided by markings (Blackmarks). The number of voucher sections required for a ticket is controlled by Ticketshop and separated by the printer's cutting unit from the paper roll in the area of the Blackmarks.
- d) The procedures for ordering and accepting delivery are the same as those in Point 6.
- e) The ÖBB ticket printer is provided to the Distributor by ÖBB subject to availability and remains the property of ÖBB. The Distributor has no rights of retention in the printer on any legal grounds whatsoever. One separate ÖBB ticket printer is required per Ticketshop work station.

Timetable information is printed by a laser printer on white A4 paper without a security background; this paper is supplied to the contractual partner at the cost of the contractual partner.

Annex 4

Agreement with the Processor in accordance with Art. 28 GDPR

In the present relationship the ÖBB is to be regarded as the CONTROLLER under data protection law, whereas the Distributor fulfils the services to be performed under the contract in his position as PROCESSOR.

The present Annex sets out the duties of the parties to the contract in relation to national and European Union data protection provisions.

1. General object of agreement and term of the contract

Within the scope to be specified in the following, the PROCESSOR shall process, collect and use personal data for the CONTROLLER and undertakes to comply with the following conditions:

(1) General object of agreement

The PROCESSOR is in all cases obliged to comply with the national and European Union data protection regulations, in particular Directive 95/46/EC on the protection of natural persons in the processing of personal data and with effect from 25 May 2018 with the Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR) on the use and protection of personal data.

The content of the services to be performed by the PROCESSOR is set out in detail in the main contract. The contractual duties arising from the main contract remain unaffected by the present agreement and are rather supplemented by specifications under data protection law as follows:

(2) Term of contract

The term of the agreement is determined by the term of the main contract. The contractual relationship shall end automatically on the termination of the main contract without any requirement for notice.

The PROCESSOR must also make itself available to the CONTROLLER to respond to queries subsequent to termination of the present agreement.

2. Content of the Data Processing

(1) Scope, nature and purpose of the data processing

To the extent that the PROCESSOR collects, processes and uses data, which are connected with companies or other distribution partners or its customers, in the name and on behalf of the CONTROLLER, the PROCESSOR must fulfil the obligations specified in this agreement.

On the basis of this agreement the PROCESSOR may collect, process and use personal data only to fulfil the contract and in accordance with the requirements and instructions of the CONTROLLER. Scope, type and purpose of the collection, processing and/or use of personal data are set out in detail in the main contract.

Any data processing and data transfer to third parties not encompassed by the purpose of the present data application requires the prior written approval of the CONTROLLER.

The processing and use of the data shall take place solely on the territory of the Republic of Austria or in a Member State of the European Union or the Convention on the European Economic Area.

Any use of data outside the EEA, even if it be only as part of a pure possibility of inspection, by the PROCESSOR or one of its SUB-PROCESSORS, which has its registered office outside the EEA, must be reported to the CONTROLLER and requires its prior written permission.

If a data transfer by the PROCESSOR or one of its SUB-PROCESSORS takes place in a third party country or within an international organisation, the PROCESSOR must attach to the request for a quotation documentation, specifying

- a) on which legal bases and under which framework conditions this data transfer takes place,
- b) which security measures have been taken,
- c) which data categories are the subject of the transfer and
- d) which data categories are subject to the transfer.

(2) Data types

For the purpose of fulfilling the contract the CONTROLLER shall grant the PROCESSOR access to the CONTROLLER's distribution system only to a strictly necessary extent. The decision as to the extent of the rights to access is taken by the CONTROLLER, whereby the latter is also entitled subsequently to restrict the access rights granted.

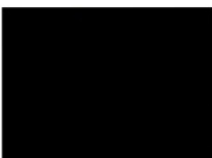
Within the scope of fulfilment of the contract the following data categories shall be collected, processed and used by the PROCESSOR

- a) Customer master data
- b) Booking data
- c) Travel data
- d) Payment information
- e) Customer card information
- f) Vouchers
- g) Cancellations
- h) Informed consent granted (e.g. customer consent to receipt of a newsletter)

(3) Categories of data subjects

The following categories of persons are affected by the processing of their personal data within the scope of this agreement:

- a) Natural persons, who undertake a journey
- b) Natural persons, who make a booking with or without a voucher
- c) Natural persons, who pay for a reserved journey
- d) Natural persons, who have given specific informed consent



3. TECHNICAL AND ORGANISATIONAL MEASURES

(1) When processing personal data the PROCESSOR is in general obliged to comply with the obligations laid down by the GDPR. In any case the data processing by the PROCESSOR and its SUB-PROCESSORS must comply with the following principles, in particular if the PROCESSOR also uses its own IT infrastructure to fulfil the contract:

- a) Principle of lawfulness, fairness and transparency (Article 5 (1) (a) GDPR)
- b) Principle of purpose limitation (Article 5 (1) (b) GDPR)
- c) Principle of data minimisation (Article 5 (1) (c) GDPR)
- d) Principle of accuracy (Article 5 (1) (d) GDPR)
- e) Principle of storage limitation (Article 5 (1) (e) GDPR)
- f) Principle of integrity and confidentiality (Article 5 (1) (f) GDPR)
- g) Principle of data protection by design (Article 25 (1) GDPR)
- h) Principle of data protection by default (Article 25 (2) GDPR)

(2) Technical and organisational measures

The PROCESSOR must take suitable technical and organisational measures, which guarantee a level of protection appropriate to the data processing in accordance with Article 32. The measures to be taken concern in particular

- a) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- b) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- c) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

The measures to be taken therefore relate in every case to measures for organisational control, access control, data access control, data usage control, communication control, order supervision, availability control and the separation regulation, as well as measures specific to a contract in particular with respect to the type of data transfer, the type and circumstances of the processing or data storage and documentation, plus the pseudonymisation and encryption measures.

(3) The PROCESSOR is affected in its sphere of responsibility in all in-house arrangements.

These include in particular:

- a) Preventing unauthorised persons from obtaining access to the facilities, in which the data are processed and used (physical access control),
- b) Preventing unauthorised persons from operating the data processing systems (data access control),
- c) Ensuring that the persons authorised to use a data processing system are able to access only the information designated for their use and that during processing and use as well as subsequent to storage no personal data can be read, copied or amended without authorisation (**data usage control**),

d) Ensuring that no personal data may be read, amended or removed by unauthorised persons during the electronic transfer or during transfer or storage on data storage media, and that it is possible to check and determine to which destinations personal data are transferred via data transfer equipment (**transfer control**)

e) Ensuring that it is possible retrospectively to check and determine whether and by whom personal data were entered into or removed from or modified in the data processing system (**input control**)

f) Ensuring that the personal data to be processed are processed only in accordance with the instructions of the CONTROLLER (**order supervision**)

g) Ensuring that personal data are protected from unintentional destruction or loss (**availability control**)

h) Ensuring that the data collected for different purposes or customers / clients are processed separately (**separation control**);

The technical and organisational measures are to be defined in greater detail by the PROCESSOR in the Annex to this agreement, unless set out in the basic terms of reference in the main contract.

Unless this has already been done, prior to the start of the services the PROCESSOR shall document all the technical and organisational measures and shall submit them to the CONTROLLER for inspection.

(4) The technical and organisational measures shall be subject to technical improvements and further developments. In this regard the PROCESSOR is permitted to take suitable alternative measures. The security level of the agreed measures must always remain safeguarded. All material amendments must be documented and made available to the CONTROLLER

(5) The PROCESSOR may also provide evidence of the implementation of the aforesaid technical and organisational measures by submitting current certificates, reports or extracts from reports from independent sources (e.g. accountants, the audit department, data protection officers, IT security divisions, quality inspectors) or an appropriate certification.

4. Obligations of the Processor

In addition to compliance with the foregoing contractual provisions the PROCESSOR has the following further duties:

(1) Insofar as required by law the written appointment of a data protection officer. The contact data must be notified to the CONTROLLER for direct communication.

(2) The PROCESSOR warrants that it shall comply with the principles of data processing in accordance with Articles 5 and 25 GDPR and shall provide the CONTROLLER with relevant documentary evidence on request without unnecessary delay. In particular the PROCESSOR undertakes to anonymise or pseudonymise the data, as soon as reference to a person is no longer required and also by extension to erase the data (if no further necessity for storage exists). The necessity and the anonymisation/pseudonymisation and erasure routines are to be documented and justified in writing and on the written request of



the CONTROLLER this must be submitted to the latter (see also Point 3 of this Agreement for further information).

- (3) The PROCESSOR must ensure the implementation and fulfilment of all necessary technical and organisational measures in accordance with Articles 5 and 32 GDPR (see also Point 3 of this Agreement for further information).
- (4) Insofar as required by the GDPR and/or by national statutory provisions the PROCESSOR undertakes to keep a directory of processing activities pursuant to Article 30 of the GDPR.
- (5) Insofar as required by the GDPR and/or by national statutory provisions the PROCESSOR is obliged to produce a data protection impact assessment in accordance with Article 35 GDPR, if the data processing by the PROCESSOR is used to fulfil the contract. This/these data protection impact assessment(s) is/are to be provided to the CONTROLLER on request. Further, the PROCESSOR shall support the CONTROLLER, if the CONTROLLER has to consult the supervisory authority pursuant to Article 36 GDPR.
- (6) If the PROCESSOR has its registered office outside the European Union, the latter is obliged to appoint a representative within the meaning of Article 4 figure 17 in conjunction with Article 27 GDPR, who shall represent the processor with respect to the duties incumbent on it.
- (7) The processor undertakes to provide information without delay for the CONTROLLER in relation to regulations and measures from the supervisory and data protection authorities. This irrespective of whether a competent authority has instituted investigations with the PROCESSOR or the CONTROLLER.
- (8) The PROCESSOR undertakes further to conduct order supervision through regular audits, in order to ensure that the amendment of provisions and measures necessary for the fulfilment of the contract are also complied with. Further, the PROCESSOR shall notify the CONTROLLER without delay of errors and/or irregularities, which are discovered during audits.
- (9) The PROCESSOR makes the legally binding declaration that it has imposed the duty of data secrecy within the meaning of § 6 Data Protection Act on all the employees commissioned with processing the data prior to starting on the activity. In particular the duty of non-disclosure also remains in existence for the employees commissioned with the data processing subsequent to the termination of their activity and their resignation from the PROCESSOR's employment. The duty of non-disclosure must also be observed for the data of legal persons and partnerships under commercial law.

5. Rights of data subjects

- (1) In general for the technical and organisational prerequisites the PROCESSOR shall take care that the CONTROLLER can at all times fulfil the obligations under the GDPR in relation to the rights of the data subjects (Articles 15 to 22 GDPR) with regard to the data subjects within the legal deadlines and shall transfer all the information required for this to the CONTROLLER.
- (2) In particular, on the instruction of the CONTROLLER for the fulfilment of the obligations under Article 16 (Right to correction), Article 17 (Right to erasure) and Article 18 (Right to

restriction of processing), the PROCESSOR shall correct or erase the data transferred for processing or shall restrict processing.

- (3) If a data subject contacts the PROCESSOR directly, in order to have his or her personal data corrected, erased or restricted, the PROCESSOR will forward these requests immediately to the CONTROLLER.
- (4) The PROCESSOR shall support the CONTROLLER in particular in the event of a request for information. If the data subject in error mistakes the PROCESSOR for the CONTROLLER, who holds the data application instigated by it, the PROCESSOR must immediately notify the request for information to the CONTROLLER. For the case where the PROCESSOR itself is the CONTROLLER of a data application, the PROCESSOR must fulfil its obligations in this respect towards the data subject.

6. RELATIONSHIP WITH SUB-CONTRACTING PROCESSORS

- (1) If SUB-PROCESSORS are involved in the processing or use of personal data of the CONTROLLER, this is admissible only under the following conditions:
 - a) As a matter of principle the addition of SUB-PROCESSORS is permitted only with the written consent of the CONTROLLER.
 - b) The PROCESSOR is obliged to notify the CONTROLLER, if it has ceased to use SUB-PROCESSORS, who had already been working for the PROCESSOR with the consent of the CONTROLLER.
 - c) The PROCESSOR may use affiliated companies and in individual cases other SUB-PROCESSORS with the care designated for the performance of the contract, provided that these have been notified to the CONTROLLER prior to the start of the data processing or use (for example on conclusion of the contract).
 - d) The PROCESSOR must structure the contractual relationship with the SUB-PROCESSORS in such a way that the data protection provisions contained in it are identical to the data protection provisions in the contract between the CONTROLLER and the PROCESSOR.
 - e) With regard to each SUB-PROCESSOR the PROCESSOR acquires control and inspection rights for the SUB-PROCESSORS in accordance with the rights in this agreement and in Chapter IV, Section 1 of the GDPR.

7. Controller's right of control

- (1) The CONTROLLER has the right to conduct contract compliance checks in accord with the PROCESSOR or in individual cases to appoint an auditor to conduct the check. The CONTROLLER has the right to assure himself by random checks, which in general are signalled in good time, that in its operating processes the PROCESSOR is complying with the provisions in this agreement. The PROCESSOR undertakes to provide to the CONTROLLER at his request all the information required for fulfilling its obligations of contractual compliance checking and also all the appropriate evidence therefor.

- (2) The PROCESSOR is obliged to grant to the CONTROLLER access to the data stored at the storage location provided by the CONTROLLER and to safeguard by separation the confidentiality of these data as regards other contractual partners, which (similarly) use this storage location or parts thereof.
- (3) With respect to the control duties of the CONTROLLER the PROCESSOR must ensure prior to the start of the data processing that the CONTROLLER is able to assure itself during the term of the contract that all the technical and organisational measures have been taken. In this respect the PROCESSOR shall at the CONTROLLER's request present to the latter the evidence for the implementation and the technical and organisational measures in accordance with Article 5 and Article 32 GDPR (point 3 of this agreement). This evidence may also be provided by submitting current certificates, reports or extracts from reports from independent sources (e.g. accountants, the audit department, data protection officers, IT security divisions, quality inspectors) or an appropriate certification.

8. Information on data breaches

- (1) The PROCESSOR must notify the CONTROLLER in every individual case, if the PROCESSOR or one of its employees has breached the protection of personal data of the CONTROLLER or the contractual provisions agreed.
- (2) The parties to the contract are aware that in accordance with Articles 33 and 34 of the GDPR in the event of loss or the unlawful transfer or disclosure of the personal data duties to inform may arise with regard to the supervisory authority and if need be, the data subject. Irrespective of the cause, the CONTROLLER must be notified of such cases. This shall apply also to all relatively major interruptions to operations, in the case of suspicion of another breach of the data protection provisions or all other irregularities in connection with the personal data of the CONTROLLER. The PROCESSOR must in accord with the CONTROLLER take appropriate steps to protect the data and to minimise the possible negative consequences for the data subject. Insofar as obligations pursuant to Articles 33 and 34 of the GDPR apply to the CONTROLLER, the PROCESSOR shall support the CONTROLLER therein.
- (3) Furthermore, the PROCESSOR undertakes to notify the CONTROLLER of other information security incidents in connection with the data processing for the CONTROLLER. Every incident, the consequence of which is to jeopardise the integrity, confidentiality and availability of data, must be regarded as an information security incident, in particular the unauthorised disclosure of evidence of entitlement (user identification, passwords, certificates). In the case of an information security incident the PROCESSOR and the CONTROLLER shall by mutual agreement determine the further procedures, whereby the PROCESSOR undertakes to put in place all reasonable measures and to make every effort with the aim of minimising the impact and of avoiding any repetitions in the future.

9. Right of the Controller to issue instructions

- (1) The agreed contractual provisions and the instructions of the CONTROLLER are solely applicable to handling personal data. The CONTROLLER is given comprehensive rights to issue instructions with respect to the type, scope and procedure for data processing and may add detailed information in the form of specific instructions. All amendments to the processed documents or procedures are to be agreed between the parties to the contract and documented. Information may be given by the PROCESSOR to third parties or to data subjects only with the prior written consent of the CONTROLLER.
- (2) Oral instructions must be confirmed by the CONTROLLER in good time in writing or by e-mail (in textual form) . The PROCESSOR may not use the data for any other purpose and is in particular not entitled to communicate these data to third parties. No copies or extracts may be made without the knowledge of the CONTROLLER. This shall apply both to security copies and to copies, which are required for data processing in proper form and for compliance with the statutory data retention duties.

10. Erasure of data and return of data storage media

- (1) On the termination of the contract or at the request of the CONTROLLER, but at the latest at the end of performance, the PROCESSOR must hand over to the CONTROLLER all documents, all results of processing and use, and all the data still in the PROCESSOR's possession, which pertain to the contract. It shall in accordance with the data protection provisions irretrievably erase or destroy them, if required to do so by the CONTROLLER. The same shall apply to all test and rejected materials.
- (2) All documentation proving performance of the contractual obligations and data processing in proper form must be retained by the PROCESSOR in accordance with the currently applicable retention periods beyond the end of the contractual term. These documents may however be surrendered to the CONTROLLER, in order to satisfy this obligation.

11. Final clauses

- (1) All amendments and additions to this agreement require the written form and are valid only if they are specified in a document signed by both contractual partners. The Annexes to the agreement may be amended by signature of both parties. This requirement of form may be amended only in writing. Oral collateral agreements have not been concluded.
- (2) If provisions in the agreement become void, invalid, infeasible or subject to appeal, the legal effectiveness of the remaining provisions of this agreement shall remain unaffected. In this case the contractual partners undertake to replace the void, invalid, infeasible provisions or provisions subject to appeal by provisions, which are effective, valid and feasible and which come closest in law to the intended commercial purpose of the provisions affected by nullity, legal ineffectiveness or invalidity. The same shall apply in the case of an omission in the agreement.

- (3) If during the term of the agreement legal or statutory amendments should come into force, which touch upon the validity of the agreement in whole or in part, the contractual partners undertake to enter immediately into contractual negotiations with the purpose of amending the present order processing agreement.