C O N T R A C T

DB Fernverkehr AG
Europa-Allee 78-84
60486 Frankfurt
Germany

hereinafter referred to as "**DB**"

and   **Your company**

hereinafter referred to as "**DB RailClient Partner**"

hereby conclude the following **Distribution Contract**:

§ 1

Object of the Contract

1. DB RailClient is a web-based online booking portal which enables partners to book rail travel for both consumers and companies who are registered in the DB corporate customer programme, bahn.business.

2. DB makes DB RailClient available to DB agencies and travel companies

   ▪ who have a proven set of customers who are registered with bahn.business, DB's corporate customer programme, and/or

   ▪ who generate sales for DB by booking for customers outside of Germany.

3. This Contract governs the responsibilities, obligations and services incumbent upon the contractual partners.

§ 2

Rights of the DB RailClient Partner

The DB RailClient Partner is entitled

   ▪ to sell, via DB RailClient, the available railway revenue products to corporate customers who are registered with a customer number in the DB corporate customer programme (BMIS number),

   ▪ to sell, via DB RailClient, railway revenue products to its private customers (i.e. consumers),

   ▪ to make a DB RailClient user-account available to external partner agencies (prior written consent of DB is obliged)

- to use the wordmark/logo " **DB** " to identify itself for communication purposes as a DB RailClient Partner, in accordance with the DB Corporate Design Guidelines. These and other marketing materials (logos etc.) are available at the DB Marketingportal (https://marketingportal.extranet.deutschebahn.com/en/brand).

Other use of the trademark rights requires the prior written consent of DB.

§ 3

Obligations of the DB RailClient Partner

The DB RailClient Partner undertakes

- to use the "bahn.business" section of DB RailClient exclusively for booking rail travel for companies who are registered with bahn.business, the DB corporate customer programme,

- to use the "Leisure" section of DB RailClient for booking rail travel for all other customers,

- to provide, on request, the information required under the Passenger Rights Regulation (FGR-VO) (Section 8(1) in conjunction with Appendix II, Part 1 FGR-VO) to the customer prior to conclusion of a contract. This is made available within the DB RailClient, to comply with DB's current sales and invoicing regulations. These are published in "RailGuide" which is available within the DB Partner Portal, the platform that provides help and information at the following address: www.db-partner.info which is also accessible via link from DB RailClient.

- at the request of its customers, to provide them with DB's current General Terms and Conditions (AGBs). These can be downloaded from the following link: www.bahn.com/en/view/home/info/gtc.shtml

- to ensure that the individual DB RailClient user complies with the sales and invoicing regulations and with the duty of disclosure to the customer, even if the user is not employed by the DB RailClient Partner. The agency's admin-data may not be transmitted to third parties.

- In case a DB RailClient customer demands an invoice for the tickets/services purchased, the invoice has to be provided by the DB RailClient partner.

§ 4

Obligations of DB

DB undertakes

- to give the DB RailClient Partner access to the DB RailClient booking portal free of charge,

- DB is explicitly not under any obligation under this Contract to ensure uninterrupted system availability,

- to make the information under the Passenger Rights Regulation (FGR-VO) (Section 8(1) in conjunction with Appendix II, Part 1 FGR-VO) available to the DB RailClient Partner:

    o General Terms and Conditions

    o Timetables and conditions of travel with the shortest journey time

- o Timetables and conditions of travel with the lowest fare
- o Accessibility, access conditions and availability of facilities for disabled people and people with restricted mobility, on the train
- o Accessibility and access conditions for passengers with bicycles
- o Seating availability in non-smoking zones, first and second class
- o Services available on the train
- o Procedure for reporting lost luggage
- o Complaints procedure
- ▪ to support the DB RailClient Partner, within reasonable parameters, in relation to any queries which may arise.

§ 5
Sales and payment

1. The services booked (tickets and reservations) are made available exclusively by way of a "DB online ticket" in the form of a PDF file to be printed out by the customers themselves on a PC.

2. Online tickets for 1st and 2nd class together with the accompanying seat reservations can currently be issued for
   - ▪ domestic rail connections within Germany,
   - ▪ major international connections between Germany and Belgium, the Netherlands, Luxemburg, Switzerland, Austria, Czech Republic, Poland, the high-speed links to/from Paris and Marseille, destinations along the line Munich - Bologna/Venice in Italy and the connection to/from Copenhagen.

   Additional products (e.g. rail passes), to which there is a reference or a link in DB RailClient but which cannot be booked by way of the tool, do not form part of this Contract.

3. Payment must be done by credit card, PayPal or giropay.

4. DB will bear the transaction costs.

5. The credit card used by a DB RailClient Partner to pay for a "DB online ticket" may be charged subsequently in the case of misuse of the ticket. The subsequent charge will be made without additional notification being given to the DB RailClient Partner. On request, the DB RailClient Partner will be notified of the reasons for the subsequent charge (e.g. multiple use of one ticket).

6. A system based, gratuitous cancellation in case of an agent's mistake or system error is available for two hours after booking (system cancellation). Agent mistakes can be erroneous recording of data or errors made during the booking. This function 'Systemstorno' (system cancellation) may only be used by the DB RailClient Partner in the cases stated above and must not be used for exchanges or cancellations in general.

§ 6
Remuneration

- The DB RailClient Partner is funded by way of reasonable service fees which he fixes himself. These will be handled between the customer and the DB RailClient Partner as part of a separate legal transaction.

- DB does not pay any commission to Partners belonging to the category "Business" (Partners selling tickets mainly to business customers).

- Bahn.business sales are not entitled to a commission and lead to a classification as "Business".

- Other DB RailClient Partners will receive a commission of 3% on Leisure sales made through DB RailClient during the calendar year (January to December). Cancellations lead to a reduction in the turnover and in the right to commission.

    The granted commission of the calendar year, at least 50 EUR, must be invoiced by the DB RailClient Partner (with corporate name and bank details). The invoice including proof of the claim must **be sent by 30April of the following year**. **Claims of more than 50 EUR asserted any later than that will not be accepted.** Claims less than 50 EUR can be collected over three (3) years and must be invoiced as soon as they reach the 50 EUR threshold by the end of a year.

    Please contact the DB RailClient helpdesk railclient@db-agency.com for further information on the invoice details.

    Transaction fees must be paid by the issuer of the invoice. Costs payable by DB will be deducted directly upon transaction.

§ 7
Data protection

1. The DB RailClient Partner collects, processes and uses personal data of customers as an autonomous and responsible authority according to Art. 4 No. 7 GDPR.

2. The DB RailClient Partner itself shall be responsible for informing customers about the extent and purpose of the data processing and about the possibilities for exercising their rights in relation to data processing.

3. The DB RailClient Partner acts as representative of the customer when data are collected for the purpose of transmission to DB. By doing so the DB RailClient Partner must ensure the correctness of the personal data and address supplied by the customer and have the customer's approvement for the application, order or booking and if necessary by means of the customer's signature.

4. The DB RailClient Partner undertakes to protect data needed for DB against access by unauthorised persons by the use of suitable technical, organisational and personnel measures. This undertaking shall also continue after the order has been completed.

5. The DB RailClient Partner undertakes to keep company secrets or DB's internal matters secret and secure from unauthorised parties throughout the term of this Agreement, as well as information and data which have been made available to it or of which he has learned in the course of its co-operation with DB on purpose or incidentally.

§ 8

Term of the Contract, termination

1. This Contract becomes effective upon receipt of the DB RailClient login data sent by DB.
2. It may be terminated without any reason

    - by the DB RailClient Partner with immediate effect and

    - by DB subject to a notice period of 3 months to the end of the month.

3. The Contract may be terminated by DB with immediate effect where there is good cause. Good cause refers in particular to:

    - gross breach of contract,

    - damage to the interests or reputation of DB

On termination of the Contract, the DB RailClient Partner must immediately remove all references to its status as "DB RailClient Partner" and all DB logos and shall refrain from making any such reference in correspondence or publications.

§ 9

Amendments

Amendments to the Contract must be in writing.

§ 10

Transfer of the Contract within DB Group

DB is permitted to allow another company from the Deutsche Bahn Group to enter into its rights and duties under this Contract thereby releasing DB from its contractual obligations.

§ 11

Severability clause

Where individual provisions of this Contract are invalid or cannot be implemented, either for factual or legal reasons, the other provisions of the Contract shall remain unaffected thereby provided this does not, on the whole, make it unreasonable for one of the contracting parties to continue with the Contract.

The same applies where there is proof of an omission. In place of the invalid or impracticable provisions, or in order to make up for the omission, a provision must be agreed on which comes closest to the purpose which the contracting parties were seeking to achieve in economic terms.

§ 12

Jurisdiction

Place of jurisdiction is Frankfurt am Main, Germany.

German law shall apply.

§ 13

Miscellaneous

During registration process the DB RailClient Partner accepts the conditions as stated in this contract. The contract is accepted by DB and closed among the two parties as soon as DB provides the login data to the DB RailClient Partner.