

Transfer agreement regarding company bicycles for employees

The following **transfer agreement** shall be concluded between

Company:

Street / house no.:

Post code / city:

– hereinafter referred to as the “**Employer**” –

and

Last name, first
name:

Street / house no.:

Post code / city:

Employee number:

– hereinafter referred to as the “**Employee***” –

supplementary to the currently valid employment contract.

This agreement is intended to enable the Employee to take part in the EURORAD employee company bicycle scheme. The company bicycle scheme is organised and implemented by the Employer in collaboration with EURORAD Deutschland GmbH. As part of the company bicycle scheme, the Employer leases **the**

company bicycle(s) with item no./designation **bicycle/bicycles**

with the portal number

for a monthly total lease payment (net) plus the currently applicable VAT

to the Employee in accordance with the terms and conditions set out below:

*Any gender-specific wording refers to people of all gender identities.

Preamble

A framework agreement with AGL Activ Services GmbH for leasing company bicycles to employees (hereinafter referred to as “company bicycle”) has been concluded on behalf of DP DHL Group.

AGL Activ Services is a leasing company (= lessor) that buys the bicycles from a EURORAD specialist dealer and loans them to the employer (= lessee) for use within the framework of the leasing scheme.

Under this transfer agreement, the Employer loans a company bicycle or several company bicycles to the Employee. Hereinafter only the singular form of the company bicycle shall be used. This also includes any further company bicycles loaned out as required.

Section 1 Transfer of the company bicycle and costs to be borne

(1) The Employer loans the aforementioned company bicycle to the Employee for private use. The company bicycle shall only be loaned to the Employee at the Employee’s request.

(2) The costs of leasing the company bicycle consist of the aforementioned monthly net total lease payment (excluding VAT). The monthly amount required for the insurance premium is included in the total lease payment. If the company bicycle changes hands before the basic term begins (see Section 3), the Employee shall pay 1/30 of the monthly net lease payment, excluding the insurance premium, per day for the interim period. As a general rule, the lease instalments shall be paid by the Employee as deferred compensation, whereby the Employer deducts these amounts from the Employee’s regular monthly gross remuneration. During the loan period, the Employee renounces gross remuneration to the amount of the specified net total lease payment in return for a taxable non-cash benefit (benefit in kind) in accordance with Section 8 of this agreement.

(3) If, in a calendar month, the Employee is only entitled to remuneration on a pro rata basis or no remuneration at all, which either makes it impossible for the Employer to deduct the pro rata or full lease payment from the Employee’s remuneration as deferred compensation, or does not permit the Employer to do so on the basis of statutory regulations, the Employee shall pay the outstanding amounts or partial amounts to the Employer.

The above provision does not apply to the following list of exceptions:

(a) In the event that the Employee unintentionally becomes unable to work due to illness or accident relating to war events, medical treatment or educational activities, the lessor shall assume responsibility for the lease payments from the point at which continued remuneration ceases (after six weeks at the earliest). This does not apply insofar as the continued remuneration ceases in the first month after the company bicycle is loaned to the Employee (see Section 4 para. 2). The lease payments shall be covered by EURORAD up to a maximum sum of €5,000 per transfer agreement during the period in which the Employee is unable to work. Lease payments over and above this amount shall be borne by the Employee.

(b) In the event that the Employee takes parental leave, care leave and/or special leave without pay for a period of up to twelve months in total during the term of the lease, the lessor shall cover the lease payments for this period. In the case of special leave without

pay, however, the lessor shall only cover the lease payments for full calendar months, i.e. only the months in which the Employee does not receive any monthly remuneration. Multiple periods of suspension based on different circumstances or reasons shall be totalled up over the course of an individual lease agreement.

(4) In the case of the exceptions outlined in paras. 3 a) and b), the lease payments shall not be deducted as deferred compensation. The costs for suspensions of less than one month shall be calculated accordingly on a pro rata basis and shall be borne by the lessor with respect to the days affected by the suspension, with a calendar month always calculated as 30 days. This does not apply to cases of special leave without pay in accordance with para. 3 b). In this case, the lessor shall cover the lease payments for full calendar months only.

(5) If the Employee takes possession of the company bicycle unlawfully (see Section 4 para. 2) or has the company bicycle in their possession beyond a return date stipulated in this transfer agreement (see Section 3), they shall bear the lease payments for this.

(6) In the event of any future wage garnishment, the Employee shall relinquish their salary entitlement vis-à-vis the Employer for the purpose of securing the Employer's payment claims against the Employee arising from this transfer agreement regarding the company bicycle. This will enable the Employer to continue to deduct the costs of the transfer to be borne by the Employee from the Employee's salary as a priority by way of deferred compensation, even in the event of wage garnishment.

Section 2 Eligibility

The scheme is available to Employees who have worked at the Group for at least six months, who are expected to continue working at the Group for a minimum of 36 months and who have not been subject to wage garnishment in the past twelve months.

Section 3 Duration and termination of the agreement

(1) The transfer agreement begins with the delivery and handover of the company bicycle. As a general rule, the term of the lease shall be 36 months. If a company bicycle is loaned to an Employee during the course of a month, the lease period shall begin on the first day of the following calendar month. The 36-month lease period shall then be extended by the number of days between the Employee receiving the company bicycle and the first day of the following calendar month. The company bicycle is to be returned to a EURORAD specialist dealer at the end of the last month of the lease.

(2) The duration of the lease is contingent on the continuation of the employment relationship. In the event that the employment contract is terminated, on whatever grounds, the company bicycle must be returned to a EURORAD specialist dealer at the end of the month in which the termination occurs.

This does not apply if the employment contract is terminated as a result of the Employer's insolvency or if a redundancy plan has been put in place or agreed for the Employee.

(3) Furthermore, in the event of leave of absence requested more than twelve months in advance in accordance with Section 1 para. 3 b), the lease shall end in the month before the beginning of

the period of suspension. The bicycle must be returned to a EURORAD specialist dealer in good time by the end of this month.

If an ongoing period of leave in accordance with Section 1 para. 3 b) is extended at the Employee's request more than twelve months in advance, the lease shall end at the end of the month in which the permission for this extension was granted. The company bicycle being leased is to be returned to a EURORAD specialist dealer at the end of the month.

(4) In the case of early termination in accordance with paragraphs 2 and 3, the Employee is obliged to notify the Employer's contact person for the leasing of company bicycles of the early termination.

(5) Furthermore, the lease shall end upon the death of the Employee, unless the Employee was known to have a potentially fatal illness at the point at which the transfer agreement was concluded. The lease shall finish at the end of the month in which the death occurs. The company bicycle is to be returned to a EURORAD specialist dealer at the end of the month.

(6) The mutual right to terminate the transfer agreement on an extraordinary basis for good cause shall remain unaffected. Notice of extraordinary termination must be given in writing in order to be valid. In the event of extraordinary termination, the Employer's contact person for company bicycle leasing must be informed immediately in order to ensure that the company bicycle is returned to the Employer without delay.

Section 4 Handover

(1) The company bicycle shall be handed over by the EURORAD specialist dealer. The receipt of the company bicycle and the accompanying keys and documentation shall be confirmed in writing by the Employee via a record of transfer. The Employee is obliged to examine the company bicycle when it is handed over and report any possible faults to the EURORAD specialist dealer immediately.

(2) If the Employee falls ill between the conclusion of the transfer agreement and the point at which the company bicycle is to be handed over, resulting in them being unable to work and no longer receiving continued remuneration, the Employee may not take possession of the company bicycle from the EURORAD specialist dealer.

Section 5 Return of the company bicycle

(1) After the transfer agreement has ended, the company bicycle is to be returned to the EURORAD specialist dealer in safe, roadworthy condition in line with the terms of the agreement. Non-permanently attached accessories attached to the company bicycle by the Employee within the meaning of Section 5 para. 3 of this agreement must be removed before returning it. The Employee has no claim to reimbursement for costs arising from purchasing any additional bicycle equipment.

(2) When the company bicycle is returned to the EURORAD specialist dealer, the dealer and the Employee shall compile a joint report on its condition, in which all technical and optical defects

are to be listed. The report must be signed by both the EURORAD specialist dealer and the Employee.

(3) If, when the company bicycle is returned at the end of the agreement, it is in a condition that does not correspond to the usage over the course of the lease under the terms of the agreement, the Employee shall bear the costs for the necessary repairs.

(4) All documents and components included in the lease, e.g., batteries, must be returned along with the company bicycle. In the case of missing keys, a written loss report must be submitted to the leasing company AGL Activ Services.

(5) Where appropriate, at the Employee's request the company bicycle or a similar bicycle may be purchased at the end of the lease agreement. If the Employee is interested in such an arrangement, they should contact a EURORAD specialist no later than one month before the agreement is due to end so that the dealer can consult with the provider of the company bicycle regarding a potential purchase option, subject to availability. The Employer shall not be involved in the conclusion and processing of the purchase agreement.

Section 6 Interim bicycle / replacement bicycle

(1) The Employee is not entitled to lease an interim bicycle for the period between the conclusion of the agreement and the handover of the company bicycle.

(2) The Employee's entitlement to use the company bicycle shall end in the event of loss in accordance with Section 10 para. 3 of this agreement. In such cases there shall be no entitlement to a replacement bicycle. The lease payments are covered by insurance.

Section 7 Usage and theft protection

(1) The Employee is obliged to treat the company bicycle with care and in accordance with its intended purpose. Wearing a suitable helmet is recommended. The Employee shall secure the company bicycle to a reasonable extent against theft and damage and, in particular, shall always attach it to a fixed object by means of a U-lock or frame lock. Details about the required safety precautions are contained in the terms and conditions of insurance. These can be found on the following microsite: www.dpdhl-eurorad.de.

(2) Modifications and attachments that the Employee wishes to make or apply after the company bicycle has been handed over must be approved in advance by the leasing company AGL Activ Services.

(3) The Employee may use non-permanently attached accessories solely for the purposes of private use (e.g., pedals or saddles) at their own expense, insofar as their use is permitted. The Employee is responsible for ensuring their correct installation. The leasing company AGL Activ Services may restore the company bicycle to its original condition at the expense of the Employee when it has been returned.

Section 8 Tax provisions

(1) The lease of a company bicycle – including for private use – represents a non-cash benefit which is subject to income tax. Taxes on non-cash benefits are always calculated for full months at the expense of the Employee; in other words, even in the event that the company bicycle is provided to the Employee during the course of a month, the non-cash benefit shall be taxed for the full month.

(2) The Employer shall pay income and value-added tax on the non-cash benefit from the lease of the company bicycle in accordance with the applicable tax regulations and taking into account the personal contribution of the Employee. Legislative changes affecting lump-sum taxation do not entitle the Employee to return the company bicycle early.

Section 9 Maintenance, annual safety checks and repairs due to wear

Regular maintenance of the company bicycle (e.g., cleaning or charging batteries) is covered by the lease agreement and must be carried out/borne by the Employee himself. The Employee must take care of the company bicycle so as to maintain its operational safety. The Employee is obliged to have the annual safety check carried out in accordance with accident prevention regulations. Should any faults or worn-out components be discovered during the service, the costs of rectifying them shall be covered by the insurance within the scope of the terms and conditions of the insurance policy. This does not apply if the Employee caused the faults or wear either intentionally or through gross negligence.

Section 10 Insurance

(1) The lessor shall obtain insurance coverage for the company bicycle. Information pertaining to liability and insurance coverage as well as to the circumstances/incidents covered by insurance can be found in the terms and conditions of the insurance policy.

(2) Insurance claims (e.g., damage, repairs, theft) must be reported by the Employee to the insurance company via a bicycle dealer pursuant to the terms and conditions of the insurance policy.

(3) Third-party damage (e.g., to another person's vehicle) is not covered by the insurance. This is covered, where applicable, by the Employee's own personal liability insurance. In such cases, the Employee must also make sure that they have adequate private liability insurance cover.

Section 11 Accidents und damage

(1) In the event of accidental damage, the Employee is obliged – regardless of the initial assessment of guilt and any possible criminal consequences – to call in the police to record it as a case of damage caused by a criminal act. Declarations of assignment to bicycle workshops and admissions of fault may not be made under any circumstances.

(2) After an accident, as well as in the event of damage to the company bicycle due to other causes, the Employee shall go to the EURORAD specialist dealer, prepare a damage report for insurance purposes and submit it to the insurance company.

(3) In the event of theft, damage or loss (writing off) of the company bicycle, the Employee shall go to the EURORAD specialist dealer, prepare a damage report for insurance purposes and submit it to the insurance company. In addition, the Employee shall be obliged in such cases to notify the police immediately and to report the event to the Employer's contact person for leasing company bicycles without delay.

Section 12 Liability

(1) The Employee shall be liable for all damage to the company bicycle arising from accidents for which they are at fault. However, to the extent described in Sections 8 and 9, these claims for damages shall be settled in favour of the Employee using the insurance taken out by the leasing company.

(2) The Employee shall report faults with and damage to the company bicycle to the EURORAD specialist dealer immediately. The lease of the company bicycle shall not give rise to any liability on the part of the Employer vis-à-vis the Employee.

Section 13 Guarantee and warranty

Any claims against the Employer due to material defects and defects of title regarding the company bicycle are excluded. To offset this, all warranty claims of AGL Aktiv Services to which the Employer is entitled under the conditions of the lease shall be assigned to the Employee. Guarantee claims against the manufacturer of the company bicycle shall be dealt with directly via the EURORAD specialist dealer.

Section 14 – Disclosure of personal data

The Employee's name, address, email address, telephone number (if provided) and lease payment rate will be shared with the EURORAD specialist dealer, EURORAD, the leasing company AGL Aktiv Services and assona GmbH (insurance provider) for the purpose of implementing and processing the agreement. Other third parties (e.g., insurance companies) shall also be provided with the Employee's personal data insofar as this is necessary for the execution of this agreement.

Section 15 Final provisions

(1) Changes to this agreement must be made in writing in order to be legally effective, unless they are based on a separate agreement. This also applies to any agreement to waive the written form.

(2) The place of performance and the place of jurisdiction are the location of the Employer's registered office. Should individual provisions of the agreement be invalid, the validity of the remaining provisions shall not be affected by this.

Section 16 Reservation of voluntary status

This deferred compensation model is a voluntary benefit offered by the Employer that – even in the case of repeated performance – does not entitle the Employee to further agreements of this

nature in the future. The existing agreement remains unaffected by this. In the case of amendments to legislation (e.g., tax changes) in particular, the Employer reserves the right to cancel the deferred compensation model in the future and no longer conclude new agreements of this nature.

Place, Date

Place, Date

For the employer

Employee
(First and last name)