Basic Class
Apron Driver's License

To be completed by Applicant:

Contact Information

Contact person	Telephone	E-Mail

Company

Invoice address

Participant(s)

Family Name, First Name	Date of Course	Fraport ID-Card No.	Fraport Personnel ID No.

Justification for Necessity

Date, Signature (legible): **Company** (person responsible for cost account if employed by Fraport) I hereby confirm that I understand and acknowledge the terms of participation of the Driver Training.	Please send the completed and signed form to: fahrerausbildung@fraport.de. You can contact us via telephone: +49 69 690-30306.

N. B.: I am aware that my personal data submitted for this application as well as future applications will be stored electronically by Fraport AG. The information to be provided according to articles 13, 14 GDPR is available at privacy-statement.fraport.com and datenschutz.fraport.de

To Be Completed by Driver Training:

Processing information

Confirmation of course	Time	Building

Confirmed by *(Name, Date, Signature)*

Invoice

Debitor	Serial Number

FRA 1301-06 Design und Druck Airport Print Center

Conditions of Participation for Fraport AG Driver Training

Date: January 2022

1. Scope of agreement

According to the Fraport AG Traffic Regulations, driving on the apron and the maneuvering area requires special driving authorizations that are obtained by participating in training courses offered by Fraport AG Driver Training, for which a fee is charged. The following conditions apply both to these courses and to obtaining a forklift license as required by the German Statutory Accident Insurance Association (DGUV).

2. Requirements for participation in driver training

2.1 Participants must be authorized to access the flight operations areas (red or yellow Airport ID Card) of the notifying company and must present this authorization when required.

2.2 Participants must have a job-related need to operate vehicles on the aprons or the maneuvering areas (see the reason field on the application form for the basic courses for the apron driver's license and maneuvering area driver's license).

2.3 Participants must present a valid eyesight test certificate (not more than twelve months old) in accordance with the requirements of the DGUV "Driving, control and monitoring activities" principle; the information contained in Fraport AG's "Vision test certificate for driving in the airside operational areas of Frankfurt Airport" form is mandatory for determining a candidate's suitability and hence for the acceptance of the certificate (this applies only to the basic courses for the apron driver's license and the forklift license). The certificate must be submitted no later than the day of training before the start of the driver training course.

2.4 Participants must hold a valid official driver's license (at least Class B) and present the appropriate driver's permit.

2.5 Participants must be at least 18 years of age.

2.6 Participants must be fit to drive and have driving experience in vehicles with manual transmissions as demonstrated by having held a valid official Class B driver's license for at least half a year.

2.7 During the process of applying for the training course, the names of the participants in the driver training must be sent to the following e-mail address no later than the same working day as the course booked: fahrerausbildung@fraport.de.

Failure to submit the required documents (negative coronavirus test, Airport ID Card, correctly completed eyesight test certificate in accordance with the requirements of the DGUV "Driving, control and monitoring activities" principle, driver's permit) by the start of the driver training course may result in exclusion from the course. The same applies if participants arrive late to

training. The driver's permit must be valid for the entire duration of the course. This also applies in the event that driving tests need to be retaken.

3. Remuneration and terms of payment

3.1 The agreed remuneration must be paid on time.

3.2 Any disputes regarding invoices must be raised in writing immediately following receipt of the invoice in question. However, this does not necessarily have to take place before the service is provided.

4. Cancellation/delay/rescheduling

4.1 Participants may cancel or reschedule their participation in writing (e.g. letter or e-mail to fahrerausbildung@fraport.de).

4.2 Cancellation is free of charge up to eight working days (Monday to Friday) prior to the start of the training course. Any fees already paid will be refunded provided that participation is canceled by this deadline.

4.3 If participants arrive more than 15 minutes late to the training course, Fraport reserves the right to exclude them from the course. If a participant expects to be more than 15 minutes late, the participant must notify the driver training course organizers by calling +49-696-903-0306 or +49-696-906-6442.

4.4 Participants who cancel at a later date (short-notice cancellation), or fail to attend, or are excluded due to late arrival or failure to present the correct documents will be charged the course fee in full if reasonable efforts to find other participants to take their place do not succeed. As a gesture of goodwill, 80% of the fee already paid will be deducted from the new course fee for participants who reapply within four weeks having canceled at short notice; however, this gesture of goodwill will not be offered in the event of failure to attend or if participants arrive late again, or fail to present documents or submit applications without names (applications submitted as "N.N.").

4.5 Substitute participants from the notifying company will be accepted at no additional charge if the substitute participants are nominated no later than the working day before the start of the course and the driver training organizers are informed accordingly via e-mail to fahrerausbildung@fraport.de.

4.6 This does not affect the right to termination for good cause in accordance with section 626 of the German Civil Code (BGB).

4.7 Participants are permitted to furnish proof that damage did not occur at all or amounted to much less than the flat fee charged.

4.8 Fraport reserves the right to cancel or reschedule a training course for reasons outside its control and in particular due to an insufficient number of participants to cover costs, trainer unavailability or force majeure. In this case, any fees already paid will be refunded.

5. Force majeure

5.1 In the event of force majeure, Fraport will be relieved of its obligation to provide the service for the duration of and to the extent necessitated by the incident in question. Force majeure means any incident beyond the control of Fraport that partially or entirely prevents it from fulfilling its obligations, including fire damage, flooding, strikes and legal lockouts as well as government decrees or other disruptions to operations for which it is not to blame.

5.2 Supply problems and other disruptions to services on the part of Fraport's sub-suppliers qualify as force majeure only if the sub-supplier itself has been prevented from providing the service required of it by an incident as described in clause 5.1.

6. Insurance/liability

6.1 Fraport does not guarantee the successful outcome of the training (not a contract to produce work).

6.2 Participants are covered by the liability insurance of Fraport.

6.3 Fraport AG shall bear unlimited liability for damages resulting from injury to life, body or health for which it is culpable. Fraport shall bear unlimited liability for property damage and financial losses caused by its intent or gross negligence.

6.4 Above and beyond this, Fraport shall be liable only in the event of the culpable violation of duties without whose fulfillment the agreement cannot be properly executed in the first place and which the applicant can typically assume to have been observed; any such liability shall be limited to compensation for foreseeable and contractually typical damage.

6.5 Where Fraport's liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

6.6 Trainers' instructions must be followed. Any failure to do so may result in exclusion from further participation in the course.

7. Processing personal data

7.1 The following personal data relating to participants will be collected, processed and stored within the framework of the agreement to participate in a driver-training course offered by Fraport:

Registration data such as the participant’s name, employer (company), contact person at the company, company address, telephone number of the contact person at the company, e-mail address of the contact person at the company and course data such as course type, course date, attendance, examination paper, examination result (pass/fail)

The participants’ personal data will be collected and processed by the Fraport driver training

team in compliance with privacy regulations based on Art. 6(1) (b) GDPR for planning and holding the course and preparing the invoice request.

The aforementioned personal registration and course data of the registered participants will be stored for a period of three years from the conclusion of the agreement concerning driver training for the possible assertion and verification of contractual claims and erased following the expiry of the statutory three-year limitation period. Billing data is stored for a period of ten years based on the statutory retention period.

7.2 As part of the legally regulated requirements of the European Aviation Safety Agency regarding the completion of regular refresher training courses as per ADR.OPS.B.024 in conjunction with ADR.OR.D.017 (f) (e.g. maneuvering area driver's license), the date of the training course and the acquisition of the driving authorization with the validity period (following successful completion of the driver training course) are recorded – based on the legitimate interest of Fraport AG and of the holder of the driving authorization in a timely refresher training course – as per Art. 6(1) (f) GDPR to determine the expiry of the validity for the driving authorization and to inform the holders of the driving authorization of the need to complete a refresher training course. The relevant data is also transmitted to the ID Card management system (AVS) of Fraport AG and stored for the entire period of the driving authorization (by means of checking the "F" or "R" box in the AVS). If the driving authorization is lost or surrendered, this data is erased no more than six months after the loss or surrender and the check mark next to "F"/"R" in the AVS removed. No data will be shared with third parties.

7.3 The data collected will be used anonymously for statistical purposes (e.g. number of course participants per year, number of courses, etc.).

7.4 Details concerning the restriction of driving authorizations

To ensure operational safety on the airport apron and maneuvering areas, Fraport, in its capacity as airport operator, records the restrictions (e.g. driving with appropriate visual aids, no passenger conveyance, no stricter requirements regarding stereoscopic vision, no operation of floor-level conveyors such as forklifts, no operation of equipment for use in the immediate vicinity of an aircraft, etc.) identified during the mandatory eye test (as per the requirements of the DGUV's "Driving, control and monitoring activities" principle).

This personal data is sent to the internal AVS of Fraport AG and stored for the entire period of validity of the driving authorization. If the driving authorization is lost or surrendered, this data will be erased no more than six months after the loss or surrender and the check mark next to "F"/"R" in the AVS removed. No data will be shared with third parties.

Under the legal obligation of Fraport AG, the legal basis for processing the data in this way is Article 9 (2) (i) of the GDPR, Section 22 (1) No. 1 a of the German Stock Corporation Act in conjunction with Article 8a of Regulation (EC) No. 216/2008, Annex IV ADR.OPS.B.024 of Regulation (EU) No. 139/2014 concerning the definition of common rules in the field of civil

aviation and laying down requirements and administrative procedures related to aerodromes in conjunction with Clause 6.2 No. 3 of the certificate for the continued operation of Frankfurt Airport dated December 20, 2017, in conjunction with AMC2 ADR.OPS.B.024(b), Clause a) (ii) (A) of the EASA regulations (annex to ED resolution 2021/003/R).

7.5 The persons whose personal data is processed have the right, by contacting datenschutz@fraport.de, to receive information on the data stored, to demand the rectification of incorrect personal data or the erasure of their data, or to have restrictions place on its use. In addition, they have the option of making a complaint to a supervisory authority (for the state of Hesse, this is the Hesse Representative for Data Protection and Freedom of Information in Wiesbaden, website (in German): www.datenschutz-hessen.de).

8. Agreement language and applicable law

8.1 The language used for the agreement is German. These English-language terms and conditions are a convenience translation of the German original. In case of discrepancy between the English and German versions, the German version shall prevail.

8.2 These terms and conditions and all legal relationships between Fraport and the participants are governed exclusively by the law of the Federal Republic of Germany; no international or supranational (contract) legislation shall apply, especially the United Nations Convention on Contracts for the International Sale of Goods.

If a participant is a consumer (section 13 of the BGB), the law of the country in which the participant is habitually resident shall apply if the selection of German law means that the participant no longer enjoys protection that would be granted by the relevant legislation in the applicable country of residence.

9. Place of jurisdiction

If the party is a merchant as defined by law, a legal person according to public law or a special fund according to public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and Fraport shall be Frankfurt am Main.

10. Alternative dispute resolution

The European Commission has set up an online platform for resolving disputes between businesses and consumers (the "ODR platform"). The platform is available at http://ec.europa.eu/consumers/odr. Fraport is under no obligation to take part in any alternative dispute resolution proceedings before a consumer arbitration board and currently does not do so.