DKV Mobility Group

Technical and Operational Addendum (TOA)

11.01.2023

YOU DRIVE, WE CARE.

Summary of changes, 11.01.2023

The following is a description of the changes to the latest published version of this document according to the version log.

Version	Date	Reason of modification
1.1	11.01.2023	Deletion of subchapter 4.1.i (Local limit check in case of vehicle-related products). Extension / adaptation of the description in chapter 4.2, 4.3

1 DKV standards and basic rules

1.1 Objective

The Technical and Operational Addendum set forth in this Annex to the DKV Supplier Agreement, hereinafter referred to as TOA, is intended to support the integrity of the DKV system and to ensure the uniform and trouble-free use and acceptance of Legitimation Objects in the DKV environment. It supplements the DKV Supplier Agreement and forms an integral part of the DKV Supplier Agreement. The Parties' objective is to create a flawless customer experience, regardless of the type of authorisation.

1.2 Certification, exceptions, non-compliance

Suppliers can be certified Providers and vicarious agents themselves, employ a certified Provider or vicarious agent, or have their current Provider certified.

The certification is regulated in more detail in Clause 6.

The procedure for granting exceptions from the TOA is set forth in Clause 7.

Non-compliance with the TOA may trigger the additional fees provided for in Clause 8.

1.3 Introduction of regulations and extensions

The current version of the TOA can be found on the DKV website. DKV will publish changes to the TOA in a new version via Supplier's DKV contact. The TOA is preceded by a version log in which the changes can be tracked.

Suppliers must implement these changes within the deadlines specified in the new TOA. A change of the TOA by the DKV shall be permissible in accordance with the provisions governing the change of contractual terms of the Agreement on the Purchase and Provision of Vehicle-Related Goods and Services (“DKV Supplier Agreement”).

The procedure for granting exceptions to this TOA is set forth in Clause 7. A Supplier may request an exception from new technical and operational requirements by email within a period of four weeks after receiving the new version of the TOA. While an exception request is under review, the particular TOA requirement for which an exception is requested shall be suspended for Supplier. If an exception request is rejected, bilateral discussions on a grace period shall be conducted between DKV and Supplier.

2 Types of authorisation / Legitimation Objects

2.1 Types of authorisation / Legitimation Objects

An authorisation of an individual agreement (as defined in the DKV Supplier Agreement) by DKV occurs when the DKV Customer uses its Legitimation Object in accordance with the DKV GTC to purchase goods or services in the DKV Acceptance Network. Individual agreements are currently submitted to DKV via the following channels:

No.	Submission channel	Description of the Legitimation Object
1	Card terminal	Includes all types of individual agreements for card terminals with the Legitimation Objects DKV magnetic or chip card (DKV CARD) and Co-Branded Cards.
2	Cash Register System	Submission of individual agreements via app-based solution; includes all types of individual agreements authorised directly via an application that communicates with the Cash Register System (i.e. without the use of card terminals).

3 Prerequisites for operating business

3.1 Responsibilities regarding implementation

In cooperation with their Providers, Suppliers are required to staff projects implementing or realising this TOA with adequately trained personnel. Project delays caused by untrained personnel may result in project termination or project delay; DKV shall be entitled to temporarily suspend projects in case of non-compliance. Together with his Provider the Supplier is advised to raise open questions arising from the technical requirements or in case of new connections at the latest during the technical kick-off meeting.

With regard to the first-time Supplier connection, the following shall apply: DKV shall support Supplier with 15 person-days without separate charge. If further support by DKV is required thereafter, DKV shall invoice this to Supplier at € 500 per person-day, plus VAT, if the additional support exceeds 4.5 person-days.

3.2 Responsibility for the connection

In order to maintain technical integrity, stability and a homogeneous system landscape, Suppliers are required to ensure the foregoing by means of

- the latest available technological means (e.g. introduction of card acceptance with EMV and contactless standards).
- compliance with technical standards (e.g. invoicing options for App&Go).

This is especially desirable for Suppliers who average more than 1,000 transactions per day. In this case, DKV prefers smooth transaction processing by a Premium Provider also in the case of updates to the acceptance infrastructure; more detailed information on this can be found in Clause 6.2.

3.3 Equipment of the Service Stations

For the duration of the DKV Supplier Agreement, Supplier shall indicate DKV acceptance in a manner recognisable to the DKV Customer at and in all Service Stations by means of one or more DKV signs or DKV stickers. For this purpose, DKV shall provide Supplier with DKV signs and DKV stickers free of charge. To order advertising materials, Supplier shall receive from DKV the access data for the DKV Webshop. Upon termination of DKV acceptance or in the event of exclusion of individual Service Stations from the acceptance network, Supplier shall remove all physical and digital advertising materials and references to DKV at its own expense.

Depending on the accepted means of legitimation, Supplier shall also equip all Service Stations with an adequate electronic Cash Register System and a card reader which meets the requirements of the DKV Supplier Agreement including the TOA, in particular the specifications pursuant to Clause 3.6 and which enables Supplier to exchange data as provided for in Clause 4.3. Supplier shall maintain this equipment of the Service Stations for the duration of the DKV Supplier Agreement.

3.4 Establishment of the prerequisites for electronic data exchange

The transmission of data, in particular transaction data, authorisation data and blocking files, between Supplier and DKV shall take place exclusively electronically via the interfaces and data formats referred to in Clause 3.6. Any data transmission deviating from this may result in DKV not being able to process the data; in this case, there shall be no claim to payment for the deliveries or services on which the data transmissions are based. DKV shall, if possible, inform Supplier of such difficulties in data processing.

The data transmission must be digital and online. If Supplier is not able to communicate directly with DKV, it may engage technical providers as vicarious agents of Supplier. An overview of preferred Providers can be found in the Provider overview (see Clause 3.6).

Supplier shall be solely responsible for the functionality of the Cash Register Systems, card terminals, other hardware and software as well as data lines used by itself or its service providers. The same shall apply to the setup of the interfaces specified in Clause 3.6. Supplier shall itself be responsible for the data transmission in each case from and to the interface provided by DKV for this purpose in accordance with Clause 3.6.

DKV shall be entitled, in accordance with the provisions of the DKV Supplier Agreement on the change of contractual terms, to adjust the specifications for data exchange from time to time due to changes in the products and in accordance with technical development.

Authorisation, transmission of transaction data (settlement) and receipt of DKV blocking files shall be practiced individually with each Supplier or its vicarious agents.

3.5 Provision of information and cooperation obligations for seamless cooperation

Seamless cooperation requires Supplier to cooperate, in particular the timely announcement of maintenance work, following up on failures, and providing assistance during maintenance work on the part of DKV.

a. Timely announcement of maintenance work
   Suppliers or their vicarious agents shall be obliged to notify DKV of planned maintenance work via *as-service@dkv-mobility.com and edi_coordination@dkv-mobility.com* at least seven days before the actual maintenance.

b. Information & follow-up in case of failures
   In the event of card acceptance failures at Supplier's or vicarious agent's premises, a report must be submitted promptly to *as-service@dkv-mobility.com and edi_coordination@dkv-mobility.com*, as well as an analysis of the failure in the follow-up. In addition, measures must be described to avoid similar failures in the future.

c. Assistance with maintenance work on the part of DKV
   In the event of maintenance work on the part of DKV, the cooperation of Supplier or its vicarious agent may be necessary. Supplier undertakes to comply with this obligation to cooperate in a timely manner.

3.6 Technical rules and specifications

Different Legitimation Objects may be used in different contexts. The following table lists the acceptance cases regulated in this document. The reference always refers to the current version of the respective document (version X.X).

Provisions relating to:	Are referring to...
DKV card transactions	Contact and contactless transactions carried out with a card as the Legitimation Object.
DKV App&Go transactions (mobile authentication)	DKV transactions performed with the authentication method username/password

On the next page you will find the rules and specifications that Supplier must implement or comply with in order to connect to the DKV network and enable transaction processing.

	Document	Description	Applies to the following business area	Document reference
1	Technical information (DKV Spec_DE_vX.X)	General technical information	Card acceptance, App&Go	For new connections: DKV contact for Supplier
2	DKV Card Guidelines	General information	Card acceptance	For new connections: DKV contact for Supplier
3	Provider list / Certified Providers	List of preferred Providers with increased service level	Card acceptance, App&Go	For new connections: DKV contact for Supplier
4	Online interfaces (DKV_AS_Online_Interface_IFSF_XXX)	Interface specification for connection to the DKV authorisation platform, including IFSF specifications	Card acceptance	For new connections: DKV contact for Supplier
5	Open FSC interface (Open fsc-spec)	For Providers and Suppliers who wish to connect directly to DKV's App&Go Gateway (PACE)	App&Go	At Github - https://github.com/pace/openfsc-spec/blob/master/1.0/openfsc-spec.md
6	Webservice OTS (WS OTS V X.X.pdf as well as the structure description (WSDL))	For providers and Suppliers who wish to connect an online payment frontend to the DKV authorisation host	Online card acceptance	For new connections: DKV contact for Supplier
7	Connection options settlement	Available options for settlement set-up	App&Go	For new connections: DKV contact for Supplier
8	Specification of the card (DKV Card Specification_V X.X)	Contains card parameters such as magnetic stripe track data, smart card tags (including contactless cards), general card handling information	Card acceptance, App&Go	For new connections: DKV contact for Supplier
9	Terminal requirements (DKV_TerminalRequirements_V_X.X)	Contains details of the terminal configuration required for accepting DKV cards	Card acceptance	For new connections: DKV contact for Supplier
10	Annex A to the Mobile Payment addendum	Description of the main functionalities and regulations associated with App&Go	App&Go	For new connections: DKV contact for Supplier
11	DKV Stand-In Rules	Contains information about authorisation in case of unavailability of the DKV host	Card acceptance	For new connections: DKV contact for Supplier
12	TTEXAMPLE	Sample settlement file	Settlement	For new connections: DKV contact for Supplier
13	CKEXAMPLE	Sample blocking file	Card acceptance	For new connections: DKV contact for Supplier
14	Key contribution procedure	Description of the key contribution procedure	Card acceptance	For new connections: DKV contact for Supplier
15	Description of list price file	Description of list price file structure (LPR CSV)	Settlement	For new connections: DKV contact for Supplier

The procedure for Exceptions from the above specifications is governed by Clause 7.

If Supplier changes its technical facilities or transaction routing, it shall ensure that it continues to comply with all technical requirements of TOA after the change.

4 Business operations

4.1 Requirements for individual agreements arising from authorised user legitimation

An individual agreement arising from authorised user legitimation with the DKV CARD shall exist only if in the case of acceptance via card terminals at the time of the transaction:

a. the DKV CARD used by the DKV Customer was undamaged;
b. the card terminal of the Service Station reads the magnetic stripe or chip (with contact or contactless) (if a chip card is present and a chip card-compatible terminal is available, the chip must be used; the magnetic stripe may only be used in exceptional cases (e.g. a defective chip on the card));
c. the DKV CARD was valid;
d. the DKV CARD was not blocked;
e. the DKV CARD had the Authorisation Level to purchase the product;
f. the amount to be paid was within the amount limit for fuel and lubricants of the DKV CARD
g. the DKV Customer has entered the PIN and the card terminal has not rejected the PIN;
h. the DKV CARD was used only for the payment of
    a. fuels and lubricants, as well as
    b. vehicle-related goods or work services;
i. an online authorisation by DKV has been obtained.
j. Requirements of the guideline for the use of the DKV CARD

If online authorisation is not available, the procedure set out in Clause 4.3 shall apply.
In case of using App&Go, no direct visual control of the card can take place; therefore, the above-mentioned points a) - k) do not have to be checked by Supplier. Nevertheless, Supplier shall be required to pay attention to anomalies and indications in the Cash Register System and in the Customers' behaviour and to report these to DKV-FRAUDMANAGEMENT@dkv-euroservice.com.

4.2 Blocked DKV CARDs

If the Service Station is presented with a DKV CARD identified as blocked or tampered with, it should endeavour to take all necessary and required measures to withdraw the card from circulation and report it in the settlement file (cf. technical documents on the settlement file, Clause 3.6).

In the case of authorization in Stand-in Processing, a block list file ("Block List") containing the blocked cards will be transmitted digitally to the Provider on a regular basis, as far as agreed (cf. technical documents on the settlement file and DKV Stand-in Rules, chapter 3.6). Updates to the block list (notification of blocked legitimation objects) shall take effect immediately after transmission.

4.3 Data collection and data exchange

4.3.1 Electronic data collection

The Service Station shall electronically record the data and information for each individual agreement in accordance with the definitions in Clause 3.6, hereinafter collectively referred to as transaction data and authorisation data.

Transaction settlement data, authorisation data and Block Lists as well as list price information shall be exchanged at the agreed frequency as specified in the technical specifications (cf. Clause 3.6). The exchange shall take place electronically.

With regard to the structure, format and content of the data to be exchanged as well as further details of the data exchange, Supplier shall observe the technical rules and specifications pursuant to Clause 3.6.

4.3.2 Manual data collection in case of failure of the electronic Cash Register System, the card terminal, the App&Go functionality or non-readability of a DKV CARD

In the event of failure of the electronic Cash Register System, the App&Go functionality and/or if a DKV CARD (i.e. DKV magnetic or chip card) cannot be read, all the necessary data must be collected manually and then made available for electronic data exchange in accordance with the provisions of this section.

All manually collected settlement data must be transmitted to DKV exclusively electronically as soon as possible after the transaction and collection of the data, if possible, within two weeks after the transaction has taken place, but no later than within the following half month after the transaction.

In the event of a failure of physical equipment, data lines, programmes or parts of programmes, each Party shall ensure that the failure in its area of responsibility is remedied as quickly as possible. However, the other Party shall be obliged to cooperate in reasonable interim solutions to avoid disruptions in transaction processing (e.g..: transmission of the data to be exchanged via another available path in the event of a data line failure). Any additional costs of the interim replacement of data paths or other solutions shall be borne by the Party responsible for the failure, or otherwise by the Party responsible for the availability of the failed resource. If neither Party is responsible or if responsibility cannot be determined, Supplier shall bear the additional costs for the transmission of the transaction data and DKV shall bear the additional costs for the transmission of the authorisation data.

4.4 Non-standardised approval and settlement procedures

If online authorisation is not available, stand-in processing must be used. As part of stand-in processing, the Financial Advice that completes the indoor or outdoor transaction is sent to DKV via Store and Forward (when the link is available again). The transaction is then settled in the transaction file. Stand-in processing is the mandatory back-up for standard connections. The technical details of stand-in processing are further elaborated in the documents mentioned in Clause 3.6.

If neither online authorisation nor stand-in processing is available, authorisation must be obtained from DKV by calling the DKV service number specified in the **DKV CARD Guideline**.

#	Type of authorisation	Description	Documentation
1	Stand-in processing (STIP)	If online authorisation is not available, stand-in processing shall take over. As part of STIP, the 1220 Financial Advice that completes the indoor or outdoor transaction is sent to DKV via Store and Forward (when the link is available again). The transaction is then settled in the transaction file. Stand-in processing is the mandatory back-up for standard connections.	DKV Stand-In Rules; part of the documents described in Clause 3.6.
2	Voice/telephone authorisation	Authorisation by telephone via the DKV service number	

4.5 Delivery notes

If a DKV Customer wishes to purchase a good or use a service and pay for it using the DKV CARD or the DKV App, Supplier shall create a delivery note. The original shall remain at the Service Station, the copy shall be handed over to the DKV Customer.

The Service Station shall retain the delivery note on DKV's behalf in accordance with the statutory retention period. In the event of a complaint or upon request, a copy must be sent to DKV.

5 Risk, fraud and anti-money laundering

Suppliers must comply with appropriate fraud prevention and anti-money laundering measures.

5.1 Anti-fraud requirements

DKV has a team of specialists dedicated to combating fraud. However, it is essential to fight fraud on all fronts. Therefore, DKV Suppliers are recommended to:

- handle cards and card readers carefully to prevent fraudulent acts such as card skimming and shoulder surfing;
- be alert to suspicious cardholder behaviour and act appropriately when in doubt;
- set up camera surveillance at the gas station

5.2 Anti-money laundering requirements

To prevent money laundering, Supplier shall comply with the following minimum requirements:

- The return of a product authorised with a DKV magnetic or chip card must be made with the same card, the card must be physically present. Refund in cash or other means of payment is not possible.

5.3 Consequences of non-compliance

If Supplier fails to comply with the aforementioned requirements for the prevention of fraud and money laundering, DKV reserves the right to take the following appropriate measures:

- refusal of a license to accept or issue the DKV CARD,
- suspension of the license to accept or issue the DKV CARD,
- non-compliance audit, and/or
- other measures that DKV deems necessary or appropriate.

5.4 Ad hoc removal of Service Stations from DKV acceptance

If there is good cause (e.g. in the event of manipulation or suspicion thereof or if a Service Station repeatedly breaches the provisions of this Agreement despite a warning), DKV may also initiate the removal of the Service Station concerned from the DKV acceptance network without notice.

6 Certification

The following subsections describe the various certification options for Providers serving as vicarious agents for Suppliers. Providers that are already certified can be found in the "Annex Certified Providers" in Clause 3.6.

6.1 Certification as DKV Provider

For the correct processing of transactions with the DKV Card, the transaction-processing Provider must follow the technical specifications of this TOA and is thus deemed to be a "Certified Provider".

Certification is granted when Supplier has demonstrated to DKV that it meets the technical requirements for the services offered in accordance with Clause 3. This shall not affect the other operational requirements of this TOA.
Certification as a Certified Provider may not be transferred to third parties.

6.2 Certification as DKV Premium Provider

Premium Providers are characterised, among other things, by faster onboarding and more intensive cooperation with DKV. This enables greater stability in daily operations and more direct exchange with the Provider in the event of faults.

If a Provider is not yet certified, a Provider can become a Premium Provider by following the advanced technical requirements as described in Clause 3. The audit of the implementation of the requirements and certification of the latter is carried out by DKV or an expert authorised by DKV.

Certification as a Premium Provider may not be transferred to third parties.

7 Exceptions

Suppliers who are unable to comply with one or more requirements of this TOA may apply to DKV for an Exception, both at initial connection and during ongoing operation.

The request shall be made in writing and Supplier shall explain the reasons (conflicting legal regulations or other applicable law, technical limitations (i.e. infrastructure, procedures, etc.)) that justify an Exception. The request shall be addressed to

toa@dkv-mobility.com

Supplier must apply for the Exception 4 weeks before using the exemption. If Supplier or DKV identify a breach of the requirements of this TOA after the conclusion of a DKV Supplier Agreement, Supplier shall either remedy such breach without undue delay or submit an Exception request.

DKV shall review the Exception request and inform Supplier of the decision. Each Exception shall be made on a case-by-case basis. The granted Exception may contain specific requirements and restrictions that may differ from Supplier's request. DKV may cancel, modify, extend or revoke a particular Exception.

An Exception shall only be effective if it has been signed either with a simple electronic signature (text form) or by hand (§ 126 BGB, *Bürgerliches Gesetzbuch* – German Civil Code).

Exceptions shall be granted for a limited period of time, but no longer than five years. Exceptions shall be reviewed by DKV when the relevant section of the TOA is amended. Exceptions shall be confidential.

8 Fees for breaches of provisions

Failure to comply with TOA without an appropriate Exception shall result in non-compliance fees. The following describes which events trigger a fee and which amount is to be paid

Each previous measure shall remain in effect as it passes through various stages.

Level	Event	DKV action
1	Notification of violation of a provision	Warning letter requesting that a plan be provided to resolve the violation
2	The response date has passed and either: ▪ the violation has not been corrected ▪ the violation has been corrected, but a violation of the same rule was repeated after correction	Warning letter
3	60 calendar days have elapsed after the due date of the response and either ▪ the violation has not been corrected ▪ the violation has been corrected, but a violation of the same rule was repeated after correction	Warning + shifting of liability
4	90 calendar days have elapsed after the due date of the response and either ▪ the violation has not been corrected ▪ the violation has been corrected, but a violation of the same rule was repeated after correction	Fee in the amount of 5% of the annual transaction volume
5	180 calendar days have elapsed after the due date of the response and either ▪ the violation has not been corrected ▪ the violation has been corrected, but a violation of the same rule was repeated after correction	Fee of 15% of the annual transaction volume
6	Continued until requirements are satisfied	DKV decision based on reassessment

9 Limitations / Disclaimer

If applicable state law conflicts with this TOA, the conflicting state law shall take precedence over the TOA to that extent. Such deviations from the TOA shall be reported to:

toa@dkv-mobility.com.

10 Glossary/Definitions

Term	Description
Exception	Approval pursuant to Clause 7 of the TOA
Authorisation Level	Describes the products that can be purchased with the respective DKV CARD using restriction codes
Co-Branded Cards	Third-party fuel cards that also use the DKV network, recognisable by the ISO code 7043*
DKV-APP	As defined in the DKV Supplier Agreement (Preamble)
DKV CARD	DKV magnetic or chip card (DKV CARD)
DKV Customer	Person to whom the issuer has issued one or more Legitimation Objects.
DKV Supplier Agreement	Agreement between the Parties on the purchase of vehicle-related goods and the provision of vehicle-related works
Cash Register System	Electronic cash register
Legitimation Object (LEO)	Means of authentication vis-à-vis a DKV point of acceptance. LEOs may include: ▪ DKV CARD ▪ Co-Branded Cards ▪ The DKV App (App&Go)
Supplier	Person or legal entity that has concluded a DKV Supplier Agreement with DKV.
Network Operator	Terminal and payment acceptance provider for Suppliers, especially in Germany
Provider	Providers may include ▪ Acquirer ▪ Network Operator ▪ Host Provider ▪ ECR Provider They are responsible for managing the connection of acceptance points to enable the end2end processing of the authentication, authorisation and invoicing flows stipulated by DKV
Service Station	Locations operated by a Supplier where Legitimation Objects are accepted.