

GENERAL TERMS AND CONDITIONS

Clause 1 – Application

1.1 These Terms and Conditions (the “**Terms and Conditions**”) apply to all agreements (“**Agreements**”) to be concluded by MS Europe B.V with registered address at Lange Kleiweg 28, 2288 Rijswijk, in the Netherlands (“**us**” or “**we**” or “**Multi Service Tolls**” or “**MSE**”) with our clients (“**Clients**”) under which we, or our agents or resellers, provide services (including Eurovignettes), such as specified hereafter in these Terms and Conditions and equipment (such as On Board Units).

1.2 These Terms and Conditions can only be set aside wholly or partially by a written notification to that effect by us to one or more Clients or by a specific agreement to that effect between one or more of our Clients and us.

1.3 These Terms and Conditions, which are available at www.multiservicetolls.com, can be updated from time to time without prior notice. The Client’s continued use of our services shall be deemed as acceptance of the updated Terms and Conditions.

1.4 Natural and/or legal persons who are directly or indirectly involved in any way in the services provided by us or on our behalf can also rely on these Terms and Conditions.

Clause 2 – Conclusion of agreements and the form in which they are concluded

2.1 All our statements, communications, and actions that do not intend to confirm the existence or creation of an agreement, do not bind us.

2.2 Agreements can only be concluded when they are confirmed by us in writing. The commencement of the execution of an instruction given to us constitutes proof of the conclusion of an Agreement.

2.3 When these Terms and Conditions require notifications or statements to be effected in writing, then this requirement is considered to have been satisfied also if those notifications or statements are exchanged electronically between the Client and us.

2.4 The term ‘Agreements’ includes the Framework Agreements and the terms of use of the websites and online services made available to the Client.

2.5 The term Agreements also includes the additional (required) agreements for additional, new services.

Clause 3 – Our services

3.1 Our services consist of:

A. the conclusion of framework agreements (“**Framework Agreements**”) whether in the name of the Client or not but always at his expense and for the benefit of one or more road transport companies, regarding:

1. the use of roads and other infrastructure, and the payment for that use,
2. the payment for related or unrelated items or services with third parties (“**Service Providers**”) that are charged with the collection of the fees for the use of those items or services, in which these Framework Agreements consist in essence of arrangements pertaining to the deferred payment of such fees and their periodical settlement on the basis of subsequent calculation, and
3. keeping the accounts with respect to all agreements concluded from time to time by our Clients with Service Providers, and the amounts payable by our Clients to us and to the Service Providers, respectively, pursuant to those agreements (“**Payment Services**”), and

B. the financial settlement on behalf of our Clients of individual agreements for the provision of services or for the payment of services and items concluded by them within the scope of Framework Agreements, and the financial management of the funds made available to us for that purpose.

3.2 For the services specified in Clause 3.1, we periodically charge each Client a fee determined on a case by case basis to be paid periodically.

3.3 When we settle amounts on behalf of the Client in currencies other than the currency in which we invoice the Client, we have the right to calculate an exchange rate of 2,5% for the amounts to be invoiced.

3.4 All Services are subject to the General Terms and Conditions of the supplier in question of the service(s).

3.5 Terms for Euro vignettes

a. Actual annual Euro vignettes with actual vehicles, as indicated in our system, (term > 300 days) will be renewed automatically unless:

- the Client indicates via MyTolls not to accept a renewal, during the term of the Agreement and at the latest on the Monday of the week preceding the renewal date after which the option not to renew will no longer be available ;
- when NO refund has been requested during the term.

b. The Client itself is responsible for a proper registration. For every order of an Eurovignette, a confirmation is sent along with the vehicle information submitted. The Client must always verify this confirmation and notify us immediately if the registration is inaccurate, when necessary.

c. A refund can be requested only for Eurovignettes (at least one month valid) supplied through us. In the event Eurovignettes is paid through installments, refund(s) will only be processed through us. Due to the fees and costs the Dutch Tax Authority will

charge anyway, it only makes sense to do this for Eurovignettes which are valid for one month.

d. We will exclusively and fully pay the amount awarded by the Dutch Tax Authority.

e. When you ordered Eurovignettes you will always receive a confirmation e-mail on your e-mail address known by us. The Client is responsible to inform and update us about the right e-mail address for confirmation e- mails and notices (including renewal and call for action notices). The Client itself is responsible to check each confirmation e- mail for accuracy.

Clause 4 – Rates

4.1 We will charge the rates agreed in the Agreement for the services provided.

4.2 If the Client purchases services for which no specific rates have been agreed in an Agreement, we will charge the standard fees and costs applicable to this specific service, unless agreed otherwise. The most current standard rates can always be obtained by requesting the list of standard rates via e-mail to: info@multiservicetolls.com.

4.3 A number of services are subject to additional supplier costs. These costs are specified in the list of standard rates referred to in Clause 4.2. We reserve the right to charge these costs to the Client if these costs are passed on to us.

4.4 Loyalty bonus and service fee

When we pay a loyalty bonus to the Client, such as in the case of Italian toll, the Frejus or Mont Blanc tunnel, we will calculate a service fee by applying a percentage to the amount of the bonus (5,75% for Italian Toll, 4,75% for Frejus and/or Mont Blanc tunnel).

4.5 Service fee

We reserve the right to charge a service fee for services offered through the MyTolls self- service platform (Clause 8.1), but which are purchased in a non-self service manner (e.g. a request from Client to us via e-mail or phone).

Clause 5 – Framework agreements

5.1 All general and special contract terms used by Service Providers with respect to us, whether in our capacity as a representative in the name of our Client or not, will be included substantively unchanged in all Agreements.

Clause 6 – Security

6.1 We have at all times the right to require security from our Clients for the payments to be effected by us to the Service Providers. In addition, the Client is obliged to inform us immediately in the event of deterioration of its credit conditions and in case of any issues affecting or likely to affect the credit appraisal process.

6.2 At the option of the Client, and in all cases under the terms and conditions of our prior agreement with the selected form of provision of security and with the manner in which it is or must be elaborated in each case, such security will be provided in the form of:

- A.** an irrevocable and adequate bank guarantee in our favour and payable on call both in an amount and with a term of validity to be further agreed upon;
- B.** credit insurance to be taken out by us at the expense of and in consultation with the Client; or
- C.** any other manner of provision of security, provided that we have accepted its content and its form in advance.

Clause 7 – Invoicing

7.1 Invoices and the related information (“Financial Information”) will be presented either

- 1 in writing via regular post or
- 2 electronically.

7.2 Financial Information will always be made available to the Client by post unless the Client has expressly informed us in writing that the Client prefers to receive this information electronically.

7.3 Invoices will be presented periodically, usually weekly. All invoices are payable at the latest on the fifth calendar day after the invoice date, or on the first working day thereafter. Client agrees to pay all accurate invoices for services rendered by the Service Providers, upon these terms.

7.4 Complaints pertaining to the amount or content of invoices do not give the Client the right to wholly or partially defer its payment obligation arising from the concerned invoice.

7.5 Complaints pertaining to the amount or the content of the invoices must be submitted in writing within two weeks after the date of the invoice. Complaints that are submitted to us other than in writing within the two week period will not be handled by us. Invoices are deemed to be accepted unless the Client has protested the invoice within the two week period from the date of the invoice.

7.6 We will review complaints pertaining to invoices as quickly as possible following receipt. If our review leads us to conclude that we have charged too much, and the excess charged has been paid to us, then we will refund or set off the excess charged to the Client increased by statutory interest according to Dutch law from the date of the invoice.

7.7 The Client acknowledges and agrees to its obligation to pay invoices hereunder, whether the payment for services rendered is (i) owed directly to the Service Provider (in which case it will be forwarded by us to the Service Provider), or (ii) is owed directly to us (under a separate agreement between us and the Service Provider or another third party).

Clause 8 – Online services

8.1 The term ‘Online Services’ shall be taken to mean the services made available via the website and the associated web applications MyMST and MyTolls. The Website under www.multiservicetolls.com (“this Website”) is maintained by MS Europe B.V., currently with its registered office at Lange Kleiweg 28,2288 GK Rijswijk, the Netherlands (“Multi Service Tolls”).

8.2 Online services are intended for:

- 1 the receipt of Financial Information for the Client, if an agreement such as referred to in Clause 2 has been concluded, and
- 2 for the consultation and downloading of information for Payment Services to the Client that we have undertaken to provide in an Agreement, and
- 3 for register vehicles and uploading required vehicle papers, and
- 4 ordering Payment Services when authorized.

8.3 All information offered via Online Services is intended to be retrieved, inspected, stored, printed, and processed exclusively by the Client for use within its own organisation. In addition, the Client shall be solely responsible for managing and checking any orders, cancellations and/or refunds through the self- service functions on this Website via MyTolls.

8.4 In order to gain access to the Online Services, we provide the Client with one or more login codes and passwords tied to one or more persons within the Client’s organisation (the “Access Codes”), which are provided by us solely to the (known to us) contact person indicated to us by the Client, by an authentication procedure.

8.5 Each use of Access Codes, including their misuse by unauthorized persons, is at the expense of the Client. The Client is obliged to: 1 acknowledge that the contact person do not disclose the Access Codes to third parties, and 2 notify us immediately of the departure of a director or employee to whom the Access Codes were made available. In the interest of maintaining the confidentiality of the Access Codes, the Client always has the right to ask us to provide it with new Access Codes and to cancel existing Access Codes.

8.6 We reserve at all times the right to temporarily or permanently deny the Client access to Online Services, and to make changes in the categories of information to be included therein. If we make use of the right specified in the previous sentence, we will immediately inform the Client of this in writing using the address information known to us.

8.7 We will inform the Client as timely as possible of any temporary impossibility of using Online Services. Similarly, the Client shall inform us if there is any functionality issue with MyTolls.

8.8 The Client is prohibited from trying to gain access to information other than that intended expressly for that Client.

8.9 The Client’s use of Online Services is subject not only to the stipulations of these Terms and Conditions, but also to the Terms of Use referred to in Clause 8.10. These Terms and Conditions will prevail in the event of a conflict between these Terms and Conditions and one or more terms of use.

8.10 Acceptance of the Terms of Use

1. The content and use of the Online Services are governed by these terms of use (“Terms of Use”). We reserve at all times the right to wholly or partially modify, change and/or replace the Website and the information it contains as well as these Terms of Use. All changes to these Terms of Use will be placed online.

2. Therefore, please visit this page on the Website frequently for potential modifications or changes to these Terms of Use. The (continued) use of the Online Services constitutes the acceptance of these Terms of Use and potential changes thereto. Please do not use our Online Services and our Website if you do not agree with these Terms of Use.

3. All services provided by MSE are subject to MSE General Terms and Conditions which can be consulted at <https://www.multiservicetolls.com/products/msts-tolls-solution/> and may be amended by MSE from time to time. MSE can provide a copy of its General Terms and Conditions by email upon request.

8.11 Information on the Website

1. All intellectual (property) rights (in any case including all copyrights, patents, trademarks, and database rights) pertaining to all information, contents, data, databases, illustrations, links, web page texts, files, html code software, product names, company names, brands, logos, and trade names on this Website (hereinafter referred to jointly as the ‘Content’) and the manner in which the Content is being presented or appears (the design of the Website and other visual elements) and all information related to that, belong to us or one of its licensors.

2. The Content can only be viewed, copied, stored or printed in unaltered form and only for non-commercial and personal use and on condition that potential mentions of copyrights or other mentions are not removed.

8.12 Exclusion of liability

1. We strive to make the information on this Website as comprehensive and accurate as possible. The information on this Website is being offered without any guarantee and we exclude any liability for any use of this Website and the information provided on it.

2. We strive to make this Website as available as possible but excludes any liability for a (temporary)

unavailability of this Website and potential consequences thereof. We do not guarantee that this Website or the servers on which it is made available are free of viruses and other harmful elements.

8.13 Privacy statement

1. During your visit to this Website, we can gather information about you (including personal details), directly (when you are asked to provide information) or indirectly. We gather and process such information in order to provide its services, to inform you, and for the development of statistical information about the traffic to this Website. The information you provide will be used only to contact you and will not be made available to third parties, unless is obliged to do so pursuant to the law or following your explicit consent in that regard. Information that you make available to us or e-mails that we receive will be treated in confidence. Your e-mail address will stay registered with us until you deregister.

2. We can gather information about the use of this Website, including the number of hits, the pages visited, preceding and subsequent websites, and the duration of the use. Such information can be gathered by means of a 'cookie'. A cookie is a small text file that our web servers deposit on your hard drive. You can choose whether you make use of a cookie or not by altering the settings of your internet browser program. The use of a cookie makes the use of this Website faster and easier.

3. If you have questions about this privacy statement, about us or if you no longer want to receive messages from us, please send an e-mail to: info@multiservicetolls.com.

8.14 Links

This Website can contain links to other websites and/or servers that are not administered by us. We assume no responsibility whatsoever for the content of such other websites. We offer such links solely for the convenience of the visitors and the inclusion of such link to such website does not constitute any recommendation by us of the content of such websites.

Clause 9 – (Personal) data

9.1 Upon our first request, the Client is obliged to provide us with the data related to and connected with the Client's company that is important to the fulfilment of the Agreements.

9.2 We treat all data referred to in Clause 9.1 confidentially, and retain it as required or allowed by law.

9.3 Where necessary for the performance of the Agreements and when permitted by law, we shall be entitled to pass on all data as referred to in Clause 9.1 and provided to us by the Client to parties belonging to the group of companies of which we are a part (or will be a part), respectively, and to other third parties that are being involved by us for the fulfilment of Agreements, irrespective of whether

those parties and those third parties have their registered offices within or outside the EEA.

9.4 The Client is obliged to immediately inform us in writing about a change:

- in the structure/legal form of the business, including the type of ownership;
- in partners and/or members of the board of management;
- in the bank relationship;
- of the address information or telecommunication connections;
- as well as concerning the (intended) closing down/winding up of the business, including the mention of the contact information of the liquidator(s).

2. If the Client has the right of use of a card or toll box provided by us (an "Object") pursuant to the agreement concluded between the Client and us and that Object pertains to a specific vehicle, then a change of registration number or vehicle must be communicated to us immediately.

3. We can at all times request that the Client provide us with the names and addresses of the holders of the right of use to whom the Client has made an Object available for use, and we can also require that the signatures of the parties involved are sent to us.

4. We have the right to gather information from third parties about the Client.

5. The Client is liable for any incorrect data provided to MSE, this includes:

(5.1) details concerning the vehicle registration mark; and

(5.2) any other data provided to MSE and Service Providers.

Clause 10 – Authorisations for payment and collection

10.1 If we do not conclude a contract in our own name, but must nevertheless effect payments on behalf of the Client, then the Client will make it possible for us to do so by maintaining a minimum balance to be determined by us on a bank account to be designated by us and which we will be authorised to use, in order to make payments to Service Providers.

10.2 For the payment of our invoices, the Client will authorise us to collect the amounts invoiced from the balance of a bank account to be designated by the Client.

Clause 11 – Payments

11.1 If it is impossible for us to collect the sums that have been invoiced, in spite of the authorisation granted to us pursuant to Clause 10.2, we will immediately inform the Client accordingly with notice that the amount to be paid, to be increased by the reversal costs of €25.00 per amount reversed or for each time that an amount is reversed, must be

credited to one of our bank accounts within 24 hours.

11.2 In the event of non-timely payment, we will charge our Clients an interest rate for overdue payment of 1% per month, aside from the costs specified in Clauses 11.1 and 11.3. In addition, we reserve the right to cancel all future Eurovignettes installments and, as a result, to invoice future installments due by the Client in one single invoice. Furthermore, we reserve the right to use any refunds received from the Dutch Tax Authority to offset any Client delayed payments.

11.3 The Client is obliged to indemnify us for the reasonable extrajudicial costs that we reasonably had to incur to protect or to exercise our right to payment, with a minimum of €200.00 per instance.

Clause 12 – Proof of identity

12.1 In order to provide our Clients with the opportunity to make use of Payment Services, we can make cards or other documents available to the Client with which the Client can legitimately present itself to Service Providers for that purpose ("Proof of Identity").

12.2 When the Client does not or not properly fulfil an obligation towards us, we have the right to revoke the Proof of Identity issued to that Client or to suspend its validity.

12.3 Proof of Identity always remains our property.

Clause 13 – Proof of identity and its misuse

13.1 All Proof of Identity is issued for the sole purpose of use by the Client and its personnel, or by any other company designated by the Client and accepted by us for the duration of the Agreement that gives rise to the issuance of such Proof of Identity.

13.2 In the event of theft or loss, the Client must simultaneously notify, in writing, us as well as the police of the location where the loss or theft (presumably) took place. The Client can also use the blocking feature on our website.

13.3 The Client is in any case liable for misuse of the Proof of Identity by third parties, except that the Client will not be liable for any use of the Proof of Identity which occurs more than 48 hours following receipt of actual notice by us from the Client that a Proof of Identity has been lost or stolen.

The Client must indemnify us for the concerned loss upon our first request.

Clause 14 – Force majeure

14.1 Non-fulfilment of our obligations towards our Clients that is the consequence of or is caused by circumstances that are not attributable to us, will result in the suspension of our obligations as long as the circumstances or causes referred to immediately above continue uninterruptedly.

14.2 Both parties have the right to dissolve all agreements existing between them by means of a

written statement, without us being liable to pay damages in that case, if circumstances as referred to in the previous subclause continue uninterrupted for a period longer than three months.

14.3 In the case referred to in the second subclause, we are also entitled to terminate all Framework Agreements to which our Client is a party on behalf of that Client and without its express authorization.

Clause 15 – Termination of agreements

15.1 We shall have the right to terminate all Agreements for convenience and without any liability by giving you written notice.

15.2 Without prejudice to our right to terminate Agreements pursuant to provisions of the Dutch Civil Code or to stipulations included in these Terms and Conditions, which entitle us to do so, we have the right to terminate any agreement effective immediately if and after:

A. the (voluntary) liquidation or dissolution of the client is ordered or the Client is granted suspension of payment;

B. the Client has entered into a private settlement with its creditors; the Client ceases to trade, becomes insolvent, enters into bankruptcy proceedings, takes or suffers any action, order or resolution in consequence of debt (including dissolution or liquidation), has a receiver appointed to manage its assets or business or is unable to pay its debt when they fall due (including Client's deterioration of credit conditions as reasonably determined by us);

C. a prejudgment attachment or execution has been levied at the expense of the Client and that attachment or execution has not been lifted within two weeks after being levied;

D. the Client is a legal entity: when it is being wound up;

E. the Client is a natural person: on his/her death;

F. Proof of Identity has been misused, to the extent that it can be attributed to the Client;

G. the Client does not or not properly comply with contract stipulations applicable to the Client and—if compliance is not impossible—if this non-compliance has not been remedied within 10 working days after the written request in relation thereto;

H. one or more Framework Agreements between the Client and one or more Service Providers have been terminated due to breach by the Client;

I. a change in the structure/legal form of the Client, including the types of ownership, will take place or has taken place;

J. the Client has provided us with inaccurate information prior to the conclusion of the agreement pursuant to which we would not have concluded the

agreement if we would have had knowledge of the accurate information;

K. the Client or any of its employees, agents or subcontractors' actions or omissions (a) are, or appear to be, in our opinion, non compliant with applicable laws, dishonest or fraudulent, or (b) may adversely impact the good name and reputation of MSE.

15.3 The termination of an Agreement results unconditionally and simultaneously in the termination of any Framework Agreement concluded within that scope; at any rate it is our right to have every relevant Framework Agreement terminated on behalf of the Client. The access to Online Services will also be denied/terminated.

15.4 All amounts payable to us by the Client at the time of the termination of any Agreement, and that normally would not yet be payable at that time, become payable as a result of that termination.

Clause 16 – Termination of Framework Agreements

16.1 We have the right to terminate every Framework Agreement or to suspend its performance, respectively, in our own name or not, in the case of non-fulfilment by the Client of any obligations resting with that Client pursuant to or in connection with Agreements for the provision of services as defined in Clause 5.2, without prejudice to the options for termination included in every individual Framework Agreement.

16.2 If we have concluded a Framework Agreement in the name of our Client, we also have the right to take delivery of the notice of its termination or suspension by the Service Provider, and to do everything on behalf of and for the Service Provider that is useful and necessary for that termination or suspension.

16.3 All amounts payable to us by the Client at the time of the termination of a Framework Agreement, and that normally would not yet be payable at that time, become payable as a result of that termination.

16.4 All agreements between our Clients and Service Providers concluded within the scope of a Framework Agreement until the termination of that Framework Agreement are expressly fulfilled to the Client by us in the customary manner within one month at most after the termination. All relevant stipulations of these Terms and Conditions remain applicable to all obligations still to be fulfilled by our Client after the termination of the Framework Agreement.

16.5 As a result of the termination of a Framework Agreement, the Client is obliged to return to us or to the concerned Service Provider, respectively, all Proof of Identity as well as all identity documents, passes, cards, and other information comparable to it made available to the Client by the concerned Service Provider.

16.6 If we suspend the fulfilment of our obligations as a result of any non-fulfilment by the Client of obligations towards us or towards a Service Provider, or if we dissolve an Agreement as a result of such non-fulfilment, we have the right to inform the relevant Service Providers of our decision made in that regard, and to ask them to stop providing the Clients with services, effective immediately.

Clause 17 – General exclusion of liability

17.1 Except for cases of intentional acts and wilful misconduct of our managerial staff, we are not liable for any loss, damage, liabilities, expenses, costs incurred and/or to be incurred by the Client in connection with our non-fulfilment or improper performance, or the any failure, negligence or delayed performance of the Service Providers.

17.2 If we are liable, our liability is limited to the amount of the compensation due to us for or in connection with the non-fulfilled or not properly fulfilled obligation, unless the loss incurred by our Client is covered by liability insurance taken out by us, in which case our liability will be limited to the amount to be paid by our insurers under that insurance. We are not liable for any indirect, incidental, punitive or consequential damage, such as loss of profit, loss of revenue or loss of production.

17.3 The Client shall be solely liable and shall hold us harmless against all claims and fines (including toll fines) of any third parties, including the Service Providers and all authorities, in the matter of compensation for losses or costs connected to the services provided by us within the scope of the Framework Agreements.

17.4 The Client shall be solely liable and shall hold us harmless against all claims and fines (including toll fines) of any third parties, including the Service Providers and all authorities, in the matter of compensation for malfunctioning, manufacturing defect, non compliance with installation and operating instructions) of On Board Units.

Clause 18 – Disputes

18.1 All disputes that arise in connection with any Agreement, any agreement that is the consequence of that Agreement, or these Terms and Conditions, will be submitted exclusively to the competent court in The Hague, the Netherlands, unless we chose a different court.

18.2 All Agreements and all agreements that are a consequence of those Agreements are governed exclusively by Dutch law.