

## General terms and conditions of supply of Easytrip SPA with business address in Cesena

### **Article 1. General**

#### 1.1

Unless expressly agreed otherwise in writing, these general terms and conditions of supply (the 'General Conditions') apply to the legal relationship we enter into with a Client for the supply of business services including, but not limited to:

- toll payment solutions
- ferry/train/tunnel booking
- card-based fuel payment solutions
- VAT registration
- VAT and excise refund
- telematics
- representation services.

#### 1.2

Definitions of terms used in these General Conditions:

'Client': any legal or natural person who has contracted with us, or who wishes to do so, as well as its successors in title, and heirs. These General Conditions may also be invoked by channel partners connected to us and who are involved in our services in any way.

'We' / 'us': Easytrip SPA and any of our affiliates involved in the execution of the contract.

'Affiliate': any entity which is controlled by, controls, or is under common control with, Easytrip SPA. Control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise. This term covers among others the

shareholders of Easytrip SPA, their subsidiaries and sister companies.

'Product': any registration device or goods we supply to the Client and that is required for the performance of our services.

'Services': all work and activities including that listed in section 1 of this article that we offer to our Client upon signature of the contract.

'Parties': Easytrip SPA and the Client together.

#### 1.3

These General Conditions apply to the entire contractual relationship between us and the Client. After the contract ends, these General Conditions shall continue to apply until the full and final settlement of each party's rights and claims relating to the contract.

#### 1.4

Unless expressly agreed differently in writing, any terms and conditions of our Client are not applicable.

#### 1.5

These General Conditions shall apply to business relationship arising between us and a Client on or after the first of February 2021. They do not replace our pre-existing agreements with our existing Clients, which shall remain valid unless such existing Client agrees otherwise in writing.

### **Article 2. Offers and conclusion of contract**

#### 2.1

Upon the Client's request, and once the Client has:

- completed all data and information requested under Annex 1 (*Contact details*);
  - presented security in the form set out in Annex 2 (*Guarantee and Payment terms*) as determined by us in accordance with article 3.6;
  - selected the Service(s) from the list set out in Annex 3 (*Services and Price*); and
  - submitted and/or signed all required documents set out in Annex 4 (*Documents*);
- we shall enter into a contract.

## 2.2

The contract consists of the following documents, which shall form an integral part of thereof:

- these General Conditions;
- the special terms and conditions;
- the following annexes:

Annex 1: Contact details

Annex 2: Guarantee and payment terms

Annex 3: Services and price

Annex 4: Documents.

If there is any conflict between different provisions of the contract, then: (a) the provisions set out in the Annexes take precedence over those set out in the General Conditions; (b) the provisions set out in the special terms and conditions take precedence over those set out in the General Conditions.

## 2.3

The contract becomes valid once it is signed by the Client, which shall take place prior or on the date of first delivery of the Product and use of the Services supplied by us.

## 2.4

All offers we make are subject to contract, unless a time limit for acceptance is specified in writing. Our prices are exclusive of VAT and

are based on the rates, wages, prices, etc. that apply on the date of the offer or when the contract is entered into.

## 2.5

If any of these factors change (for example due to changes of the service providers and/or partners' policies), we are entitled to require a change in the prices and any other changes to the Services accordingly. Such change(s) shall be binding, including with regard to pre-existing contracts, with the proviso that Client shall then be entitled to terminate the contract, subject to the stipulations in Article 17.

## **Article 3. Payment terms and conditions**

### 3.1

We shall forward invoices drawn up in the name of the Client, either electronically or otherwise.

### 3.2 Set-off

We shall at any time be entitled to set off any sums the Client owes (or will reasonably owe) us against what we owe the Client. The Client expressly agrees to such a deduction and set-off.

### 3.3 Payment term

The Client must pay all it is due to pay within the payment deadline set out in Annex 2, which shall bind the Parties accordingly.

Payment of the sum invoiced to the Client must be made in euros at our office, or by means of payment into a bank account designated by us, or via SEPA direct debit, and without the right to any reduction or settlement. The payment method agreed upon between the Parties shall be set out in Annex 2.

### 3.4 Interest

If the Client fails to pay an invoice on time, it is automatically in breach. The Client will be liable to pay pursuant to Directive 2011/7/EU on combating late payment in commercial transactions and the applicable national implementing legislation interest on the overdue amount at the rate of 8% per annum above the European Central Bank's reference rate from time to time or the maximum allowed by the governing law, whichever is the greater; as from the payment date of the invoice. Interest on the sum claimable is calculated from the date on which the Client is first in breach up to the date of payment in full.

In the event of payment arrears, the Client will be liable for the full amount of extrajudicial collection costs in accordance with the Extrajudicial Collection Costs Decree with a minimum amount of €40 or any regulation taking its place, in addition to the principal amount and the interest thereon and any fees of attorneys, court bailiffs and collection agencies. Any judicial and enforcement costs are also recoverable from the Client. The Client is also liable to pay interest on the amount of the enforcement costs.

### 3.5

In addition to the interest specified under section 4 of this article, the Client is also liable to pay a penalty if it remains in breach thirty days after the date on which the breach arises. The penalty is equal to 10% of the principal sum.

### 3.6

We are entitled to apply the payment made by the Client firstly to set against costs, then to set against accrued interest and finally to set against the principal sum and current interest.

### 3.7 Complaints

Complaints about invoices must be made in writing sent by registered post to our business address within 60 calendar days following the invoice date in question.

In the absence of any complaint within the term stipulated above, the Client shall be deemed to have accepted the invoice unconditionally and cannot invoke errors in the invoice.

Any objection concerning the amount invoiced does not suspend the obligation to pay. A Client who is unable to rely on Chapter 6.5.3 (Book 6, Articles 231 to 247) of the Dutch Civil Code, is also unable to suspend the payment of an invoice for any other reason.

### 3.8

The Client is not entitled to set off any sum against the amount it owes to us.

### 3.9 Guarantee

We are entitled to stipulate, as a condition to entering into the contract and also during its performance, that the Client must provide (additional) guarantee for compliance with its obligations in the form as determined by us and set out in Annex 2. In that respect, we shall pay proper consideration to the legitimate interests of the Client in addition to its creditworthiness and payment history. If the Client fails to provide the required guarantee, we shall be entitled to terminate the contract with immediate effect. We shall release the security, or any balance thereof, within a reasonable period following termination of the contract, after having deducted any sum due to us and provided that the Client does not owe to us any other outstanding and/or reasonably foreseeable sum even as a potential liability.

### 3.10 Pre-payment

We reserve the right to stipulate a payment model where the Client pre-pays for the use of a Service (i.e. payment for the use of the Service is made in advance of an invoice being issued to the Client). A reconciliation of the pre-payment with the actual amount due will be made each month with the next billing cycle. We will issue a credit note if necessary.

### 3.11 Right of retention

If the Client fails to fully comply with its obligations, we have the right to retain all goods, documents and money in, or to come into, our possession until the moment that the Client has fully complied with those obligations.

### 3.12 Right of pledge

The Client must create a right of pledge upon our first request on all assets that are subject to pledge if the Client fails to fully comply with its obligations.

## **Article 4. Liability**

### 4.1

Any liability on our part shall be limited in accordance with the terms of this article.

### 4.2

The limitations on liability set out in this article do not apply if the loss is the result of a deliberate act or gross negligence on our part or the persons we employ.

### 4.3

Unless expressly agreed otherwise in writing, the Services shall be supplied in the order to be determined by us, in such manner as is determined in part by our system capacity and level of occupation. We are free in deciding how to supply the Services, unless expressly agreed differently.

If the delivery dates or instalments, or commencement dates for Services is exceeded for whatever cause, this shall not entitle the Client to compensation for loss, dissolution of the contract or the suspension of its obligations, unless the Client is able to demonstrate intent or gross negligence on our part.

### 4.4

We accept no liability for any loss howsoever arising as a result of any improper installation or misuse and/or unlawful and/or fraudulent use of the Products or Services by the Client, or if the Client has provided incorrect, incomplete or insufficient information, or has failed to provide us with the security or necessary documents or information as set out in Annex 2 and Annex 4 on time. The Client must promptly and fully indemnify us from any liability for any direct/indirect loss and/or expense in relation to possible disputes or claims from service partners, concessionaires or any third party.

### 4.5

The Client shall be liable under civil law for deliberately or otherwise using or permitting the use of Products 'in violation of the rules and/or in case of false declaration'.

### 4.6

We accept no liability for any loss and/or costs arising from acts or omissions of third parties. The Client shall indemnify us in respect of any claims by whatever name or for whatever reason.

#### 4.7

A 360PAY COMPANY

The Client shall indemnify us in respect of any claims, however they are described, from third parties arising out of failure by the Client, against which third parties we would be unable to invoke the stipulations in these General Conditions, to the extent that those claims would be excluded if these third parties were bound by our General Conditions. This applies without limitation in case of fines imposed by authorized entities for non-payment of tolls due under applicable laws.

#### 4.8

We may only be held liable for direct loss. 'Direct loss' here includes the reasonable costs incurred in establishing the cause and amount of the loss to the extent that these costs relate to 'direct loss', any reasonable costs incurred in ensuring that any non-compliance by and attributable to us is remedied, and reasonable costs incurred in mitigating loss insofar as the Client can show that such costs have resulted in mitigation of the 'direct loss'.

We are not liable for indirect loss, including liability for loss of profits or other economic loss, or special, consequential, exemplary, or incidental damages (including without limitation any loss of business, profits, revenue, goodwill, use or data).

#### 4.9

If damages or costs result from the delivery or non-delivery, or the non-timely delivery by us of Products or Services, or any other reason, we shall not be liable for these damages or costs, unless the Client demonstrates gross negligence or intent on our part or the persons we employ.

#### 4.10

We need not comply with any obligation if this is not reasonably possible for us due to changes in the circumstances that existed when we entered into the contract and that have arisen through no fault of our own. In such a situation, the Parties are bound, within a reasonable time following reliance on this article, to negotiate alternative contractual terms which reasonably allow for the consequences of the event. Where such alternative contractual terms are not agreed by the Parties, we are entitled to terminate the contract without incurring any liability.

#### 4.11

If we are held liable for any loss, the maximum yearly cumulative amount of damages for which we may be liable under the contract will be limited to the commission actually paid or payable by the Client to us during the month preceding a claim. This limitation of liability will not apply, however, to damages for personal injury (including death), fraud or wilful misconduct, or any other liability that cannot be limited or excluded by applicable law. Our liability is in any event limited to the amount paid out by the insurer in the relevant claim.

#### 4.12

We also stipulate the exclusion or restriction of liability in this article for our employees or any third parties engaged by us in the performance of the contract.

#### 4.13 Limitation period

A claim must be brought by the Client within six months of first knowledge of the facts giving rise to the claim, by means of a registered letter or bailiff's summons, failing which the right to claim lapses.

## **Article 5. Force majeure**

### 5.1

We need not comply with any obligation to the Client if we are prevented from doing so due to any circumstance for which we cannot be held responsible, and that is not otherwise attributable to us under any law, transaction or commonly accepted practice. We shall inform the Client of the situation of force majeure as soon as possible.

### 5.2

In these General Conditions, the term 'force majeure' includes, in addition to the definition in statute and case law, any circumstance (or combination of circumstances) outside our reasonable control that hinders observance of our obligations in full or in part or due to which observance of our obligations cannot reasonably be expected from us, regardless of whether or not this circumstance was foreseeable at the time the contract was concluded. Force majeure also includes, but is not limited to: a change in the issue policies of the service providers; a change in tax legislation, tax schemes and tax measures, or a change in its interpretation or implementation; acts of God, war, epidemic or pandemic, declaration of quarantine, insurrection, riot, strikes, labour disputes, lockout which derive from general or national strikes, rebellion, protestor action, acts of terrorism, embargoes, explosions, fires, floods, tempests.

### 5.3

In the event of force majeure, we are entitled to terminate the contract without thereby being liable to pay compensation to the Client.

### 5.4

In the event of force majeure, the Client shall not be entitled to any compensation for loss.

Under no circumstances shall a force majeure event entitle the Client to suspend its obligation to pay for the Services delivered.

### 5.5

Insofar as at the time the force majeure arises we have complied with some of our contractual obligations, or are able to do so, then we are entitled to invoice separately for such part. The Client must pay this invoice as though it related to a separate contract.

## **Article 6. Duration and termination of the contract**

### 6.1

Unless provided otherwise in the special terms and conditions for a Service, a contract shall commence on the date it is signed by the Client for a term of one year. The contract cannot be terminated during this one-year term. The Client agrees on the automatic renewal of the contract by one (1) further calendar year from year to year, unless the Client terminates the contract giving three (3) months' written notice.

### 6.2

We are entitled to regard all other outstanding claims as immediately due and payable and/or to terminate the contract and/or to suspend performance of our obligations, without the need to serve further notice of default and without prejudice to our right to also claim compensation, if the Client:

- is declared insolvent or applies for a moratorium or a debt restructuring scheme for natural persons, or an attachment order is secured upon all or any part of its assets;
- the Client dies;
- the Client temporarily or permanently ceases its business operations or transfers all or part of its business operations, or contributes them to an existing or not yet established company, or changes the objects of its business;



- the Client does not comply with the contract;

A 360PAY COMPANY

- there are compelling reasons why we cannot be reasonably expected to continue the contract with the Client, such as:

- the Client has provided incorrect information about its financial position which information was relevant to us for concluding the contract;
- direct debits are not honoured or other due invoices are not settled, except for reasons for which the Client is not responsible;
- the agreed payment method (e.g. SEPA direct debit) is revoked unilaterally by the Client;

- a Product is provided to a third party without authorization;
- there is misuse and/or unlawful use and/or fraudulent use of a Product;
- a Product is being used in a non-contractual manner;
- the Client is inactive i.e. the Client has not performed any payment transactions for a period of 24 months.

#### 6.3

The provisions of sections 1 and 2 of this article are without prejudice to our right to claim compensation for loss from the Client.

#### 6.4

In the event of non-payment, partial payment or late payment, we are entitled to suspend performance until the Client has fulfilled its obligations in whole, or to terminate the contract after giving notice of default.

#### 6.5

We shall be entitled to suspend the supply of Products or Services under any contract with the Client if the Client is in breach of these General Conditions and the contract, including the Client's failure to settle all payments due to us, without any liability for any loss suffered by the Client arising from or related to such suspension. We may restart

performance at a time to be mutually agreed upon between the Client and us once the Client remedies such breach.

#### 6.6

The contract may also be terminated by us, without any liability whatsoever to the Client, if the contractual relationship between us and the service providers is terminated or if we decide to stop a Product or Services with a service provider, subject to a reasonable period of notice sent in writing to the Client, being understood that the Client will not be entitled to any damages and/or reimbursement whatsoever.

### **Article 7. Information about changes that affect Client**

The Client shall inform us immediately of any changes, including, but not limited to, changes in:

- the ownership of the Client's business, the joining or leaving of partners, shareholders or directors;
- legal form;
- bank details;
- address and telecommunication and other contact data;
- termination of the business, in which case the Client shall indicate where the owners and directors can be reached;
- valid Client VAT ID number received from their state of residence and any other valid VAT ID numbers of its tax representatives (or equivalent).

If the Product is a vehicle based device under the usage authorization agreed between the Client and us, the licence number or vehicle changes must be reported to us without delay.

#### **Article 8. Confidentiality**

For the duration of its contractual relationship with us and an additional period of one (1) year as from the termination or expiry of the contract the Client must treat its contract conditions as strictly confidential, e.g. prices, Service fees and transaction data ('confidential information'), except for information that is in the public domain or must be disclosed either by law or pursuant to official or court orders. The Client may not disclose confidential information to third parties or use confidential information for commercial purposes without our permission. We reserve the right to seek compensation for loss caused by any breaches by the Client of this duty of confidentiality.

#### **Article 9. No assignment or pledge**

Without our prior written permission, the Client is not permitted to transfer its rights and obligations under a contract, either in whole or in part, to any third party, and/or to subject these rights and obligations to any right of security.

The Client may not assign any rights of action against us. It is therefore not permitted to create any right of security on the Client's contractual claims against us.

#### **Article 10. Data processing and protection**

We will only process data of the Client, especially data under the contractual relationship, in compliance with data protection regulations, and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (the 'general data protection regulation' - the 'GDPR'). Subject to compliance with data protection law, this shall also include the processing and/or transmission of data to

third parties (e.g. service providers, partners) who serve us in accordance with the applicable regulations. Use of data for statistical purpose will also be possible, subject to anonymization of such data. Further information about data protection can be found in the Data Protection Agreement to be signed by the Client as provided in accordance with Annex 4.

#### **Article 11. Notices and contact details**

All notices, documentation, correspondence and information required or contemplated by these General Conditions and the contract shall be in writing, and delivered personally, or by courier or sent by facsimile or electronic transmission to the addresses indicated in Annex 1 (Contact details).

#### **Article 12. Business ethics**

The Client undertakes to comply with all relevant national and international laws, statutes, and regulations relating to anti-bribery and anti-corruption to which it is bound, and with its own internal policy and code of conduct, and has adequate procedures to that effect.

The Client shall not offer or make payments or offer or provide financial or other advantage for unlawful purposes, including purposes violating anti-corruption laws, such as offering or making or causing to be offered or made direct or indirect payments to another person in order to assist a party or anyone acting on its behalf in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

We may immediately terminate the contract if the Client violates any of the provisions of this article.



**Article 13. Applicable law and competent court**

13.1

The contractual relationship between us and the Client is governed exclusively by Dutch law, even if the performance of any obligation or part thereof takes place in any other country, or if the Client is a resident of or registered in another country.

The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) shall not apply to these General Conditions and is expressly excluded.

13.2

The Parties will make reasonable efforts, for at least 30 (thirty) days, to settle in an amicable way any dispute that might arise between them in connection with these General Conditions and any resulting contract. Should either party consider it not to be possible to reach an amicable settlement after expiration of the above 30 (thirty) day period, then the dispute will be finally and exclusively settled by the courts of Rotterdam, the Netherlands. This jurisdiction clause shall be given the broadest effect and shall apply in any case, including in case of litigation relating to the pre-contractual phase or in case of emergency or protective proceedings. Notwithstanding the foregoing, we reserve the right, at our sole discretion, to submit any proceedings initiated by us to the competent court in the country where the Client is established.

**Article 14. Language**

These General Conditions written in the English language shall govern business relationships with Clients of whatever native language. If these General Conditions, or any

part hereof, is translated into any other language, the English language version shall prevail. Translation costs shall be borne by the Client.

**Article 15. Waiver**

If in any situation we waive reliance upon any of the stipulations in these General Conditions, this shall not mean that we waive our right to invoke these General Conditions against the Client in any other situation.

**Article 16. Severability**

If any provision of these General Conditions is void or avoided either in whole or in part at any time, the remainder of these General Conditions shall continue to apply in full. We shall consult with the Client in that case to agree a new provision to replace the void or avoided provision, having regard to the scope and intent of the original provision.

**Article 17. Amendment**

We reserve the right to amend these General Conditions and shall inform the Client in writing of any such amendment one (1) month prior to the suggested date for coming into effect. We shall notify the Client in writing without having to state the full wording of the term to be changed; electronic notification that changes will be made shall also suffice. The Client shall be deemed to have approved the change if it does not send its objection to us in writing prior to the suggested date for coming into effect. In our notices of changes, we shall indicate the right of the Client to terminate any contracts with us without notice prior to the suggested date for the coming into effect of the changes. Termination of the contract by the Client as a result of the application of this article shall not entitle the Client to compensation for loss.

**Date:**

**Signature and company stamp of the Client**

*Place of residency* \_\_\_\_\_

*Signature* \_\_\_\_\_

*Read, approved and undersigned*