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A member of the Shell Group



Terms & Conditions

www.mststolls.com

GENERAL TERMS AND CONDITIONS

CLAUSE 1. Agreement and Acceptance to Terms and Conditions

- 1.1. These Terms and Conditions (the “**Terms and Conditions**”) apply to all Agreements (hereafter defined) to be concluded by MS Europe B.V. with the registered address at Delftse Poort, 25th Floor Weena 505, 3013 AL Rotterdam, The Netherlands (MS Europe B.V. may be referred to herein as “**Us**” or “**We**” “**Our**”, “**MSE**” or “**Multi Service Tolls**” or “**MSTS Tolls**”) with Our Clients (hereafter defined) under which We, or Our Agents or Resellers provide services (the “**Services**”), devices and equipment such as On Board Units (“**Equipment**”) as specified in these Terms and Conditions.
- 1.2. All Services provided by Us are subject to these Terms and Conditions, which are available at www.mststolls.com. We reserve at all times the right to wholly or partially modify, change and/or replace the Website and the information it contains.
- 1.3. Any Client using Our Services and Equipment will be deemed to understand these Terms and Conditions and to have expressly accepted them without reservation. 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.
- 1.4. **Amendments**
 - a. MSE reserves the right to make amendments to these Terms and Conditions from time to time without prior notice. All such amendments to these Terms and Conditions will be placed online.
 - b. The Client’s continued use of Our Services, the Client Portals or Website constitutes an acceptance to these Terms and Conditions and any amendments thereto.
 - c. If Client does not agree to an amendment, Client may provide its written notice to Us requesting termination of this Agreement. Failing that, this shall be deemed to constitute Client’s acceptance without reservation to such amendment.
 - d. Any amendment of the Toll Charger or Service Provider Terms & Conditions shall be immediately reflected without need of any notice.
- 1.5. The term “**Agreement**” includes Framework Agreements, these Terms and Conditions, MSE’s Application, the Standard Price List, User Agreements, the terms of use of MSE’s websites and Online Portals made available to the Client. The term Agreement also includes any terms and conditions or additional agreements required by third parties, Toll Chargers, or Service Providers for the provision of additional Services, including, where applicable, the fees which grant a right thereto, or with respect to Toll Chargers, the pricing conditions and in particular the discounts and/or rebates applied to the Tolls by each Toll Charger (“**Service Provider Terms and Conditions**”).
- 1.6. Client agrees to be bound by any additional Agreements and Service Provider Terms and Conditions, as applicable, to Services offered by Toll Chargers or Service Providers which MSE may engage with on behalf of the Client. All Service Provider Terms and Conditions, 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.
- 1.7. Translations of these Terms and Conditions are provided for convenience only. In the event of any inconsistencies, the English version of these Terms and Conditions shall prevail. MSE can provide a copy of its Terms and Conditions by email upon request.
- 1.8. All Our statements, communications, and actions that do not intend to confirm the existence or creation of an Agreement, do not bind Us.
- 1.9. Agreements can only be concluded when they are confirmed by Us in writing or submitted in the Client Portals. The commencement of the execution of an instruction given to Us constitutes proof of the conclusion of an Agreement.
- 1.10. 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 written Agreement to that effect between one or more of Our Clients and Us.
- 1.11. When submitting an Application or requesting any Service, the Client must provide a valid email address. When these Terms and Conditions require notifications or statements to be affected in writing, this requirement will be considered to have been satisfied also if those notifications or statements are exchanged electronically between the Client and Us. The Client therefore undertakes to inform MSE without delay of any change to its email address. The Client acknowledges that any message or notification sent by MSE to this email address is deemed to be validly issued and have the same value as a letter sent certified mail, return receipt requested. The Client acknowledges and agrees that any notice sent to this email address is a valid means of triggering deadlines, interest and other consequences that applicable law and competent courts, associate with formal notice.
- 1.12. The Client agrees to provide MSE updated information for any information previously provided to MSE in its Application or otherwise, including but not limited to: (a) reporting any legal change such as a change of business or company name; (b) change of email address; (c) a transfer of its principal office or a modification to its fleet of Vehicles; (d) to comply with its obligations to Toll Chargers or Service Providers and with the instructions communicated to it by MSE for this purpose.
- 1.13. The Client must also inform MSE of any change to its bank details or the means of payment selected by it which is likely to affect or delay its payments and must take all appropriate steps to ensure that no payment is delayed and no bank refuses to process a payment as the result of such changes.
- 1.14. MSE must also be notified of any change which affects the legal personality of the Client, such as, in particular, the sale or transfer of

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its business or a merger or demerger. In such case, MSE reserves the right to terminate the Agreement with immediate effect and without notice or compensation, without it being necessary to comply with any formality whatsoever, subject to any Applicable laws and regulations.

- 1.15. In the event of non-compliance with the provisions of these Terms and Conditions or any Agreement, MSE will be entitled to notify, by letter sent certified mail, return receipt requested, the automatic and unilateral termination of the Agreement with immediate effect, without being required to comply with any notice period or pay any compensation.

CLAUSE 2 - Application

- 2.1. Client's Application must be duly completed, dated and signed by an authorized person of Client, and returned to MSE accompanied by all of the information requested by Us.
- 2.2. The Client declares that it is providing MSE with valid documents in order to proceed with the registration of its Vehicles. It thus guarantees the accuracy and veracity of the said documents with regard to the applicable regulations.
- 2.3. The Client is personally liable to the Toll Chargers for the accuracy and completeness of the information provided to MSE, including information for the personalization of OBUs, and for the presence of the appropriate OBU in the right Vehicle. In the event of an error, the Client will be liable for the penalties or sanctions specified by the Toll Charger concerned.
- 2.4. The Client is solely responsible for providing the information and documents required for activating the OBUs, and for any subsequent modifications affecting them. MSE may request that the Client produce any necessary documents requested by the Toll Chargers. In this case, the Application or any other request by the Client concerned will not be processed by MSE until the requested documents are received.
- 2.5. MSE reserves the right not to accept an Application or request for any Service in its discretion, including but not limited to: (a) Our underwriting team does not accept the Application; (b) if the Client is known to be bankrupt or insolvent; (c) if a previous Agreement entered into by the Client in connection with the EETS Service or with one or more Toll Chargers or Service Providers was terminated for fraud or a failure to pay; and/or (d) if the Client fails to pay an invoice and/or billing statement issued by MSE within the contractually stipulated payment periods.

CLAUSE 3 - Definitions

- 3.1. In addition to the capitalized terms defined elsewhere in these Terms and Conditions, for all purposes of this Agreement, the following terms have the meanings set forth in as follows:
 - **"Affiliate"** means in reference to a person, any other person that: (a) directly or indirectly controls or is controlled by the first person; or (b) is directly or indirectly controlled by a person that also directly or indirectly controls the first person. A person controls another person if that first person has the power to direct or cause the direction of the management of the other person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general Partner of a limited partnership, or otherwise. An Affiliate of MSE is also an Affiliate of Royal Dutch Shell, plc.
 - **"Agreement"** shall have the meaning as defined in Clause 1.5 above.
 - **"Acceptance Network"** means all the Networks on which the OBU is accepted by Toll Chargers.
 - **"Application"** means the Application used to apply to become a Client and request Services (in the context of concluding an Agreement), specifying in particular the identity of the Client and the Client's contact details, among other things. Only duly completed, dated and signed Applications will be processed by MSE. Applications are to be submitted via the Client Portals, and/or Our Customer Support or Sales Team.
 - **"Anti-Corruption laws"** means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other Applicable laws that prohibit tax evasion, money laundering, or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.
 - **"Applicable Data Protection Law"** means all Applicable laws related to the protection of Personal Data, the processing of such information, and security requirements for and the free movement of such information.
 - **"Applicable Laws"** means where applicable to a person, property, or circumstance, and as amended from time to time: (a) statutes (including regulations enacted under those statutes); (b) national, regional, provincial, state, municipal, or local laws; (c) judgments and orders of courts of competent jurisdiction; (d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and (e) regulatory approvals, permits, licenses, approvals, and authorisations.
 - **"BCA"** means Belastingdienst Centrale Administratie, Dutch Tax Authority e.g., responsible for collecting tax in the form of Eurovignets
 - **"Cancellation"** means an operation consisting of the invalidation of an OBU and prohibiting its acceptance for the purposes of Toll payments, on a temporary or permanent basis.
 - **"Client"** means the natural person or legal entity who has been accepted by Us and has signed an Agreement, either personally or through a third-party representative and who uses the OBU or other payment device or product only in the context of its commercial activities.
 - **"Company Group"** means MSE and: (a) its co-venturers and joint ventures; (b) any Affiliate of MSE, its joint ventures, or its co-venturers; and (c) any director, officer, employee, or other individual working under the direct control and supervision of MSE, its joint ventures, or co-venturers, or the Affiliates of MSE, its joint ventures, or co-venturers.
 - **"Consequential Loss"** means (a) indirect or Consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the contract.
 - **"Consumption"** means a transaction priced prior to the Application of discounts.
 - **"Client Portal(s)"** means MSE's self-service web Applications hosted on Our Website which are accessible by Clients of MSE by means of using secured access credentials provided by Us ("**Access Credentials**"). The Client Portals are proprietary Applications developed by MSE which includes, but is not limited to, the following Client Portal modules, and any new modules that may be added hereafter: MyTolls, MyVehicle, MySupport, MyOBU, MyOrders, MyAccount, MyMessages, MyData (the Client Portal "**Modules**").
 - **"Domain"** means a designated area or region where tolls or fees must be paid for access or usage. This includes, but is not limited to, countries, districts, bridges, tunnels, or any specified locations where such charges are applicable.



- **"EETS Service"** means all the Services related to European Electronic Toll Systems offered by MSE under these Terms and Conditions. MS Europe B.V. is a registered EETS provider in the EETS Register maintained by the registration authority (the "RDW"), and We also resell other third party EETS Service as well.
- **"European Electronic Toll System"** or **"EETS"** means the electronic toll system put in place to collect the Toll throughout multiple countries.
- **"E-invoicing"** means electronic invoicing.
- **"Heavy Goods Vehicle"** or **"HGV"** means any motor Vehicle with a gross Vehicle weight rating ("**GVWR**") greater than 3.5 tons or passenger transport Vehicle for more than 9 people (driver + 8) or any Vehicle subject to a Toll (including a Tax).
- **"HSSE"** means health, safety, security, and environment.
- **"HSSE Standards"** mean (a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to Our Client, designed to manage HSSE risks during performance of Scope under the contract; (b) all Applicable laws relating to HSSE; and (c) any other rules and procedures (whether issued by MSE Group or otherwise) in force at a relevant MSE Group Worksite at the time of performance of Scope.
- **"Indemnify"** means release, save, Indemnify, defend, and hold harmless.
- **"Liabilities"** mean Liabilities for all claims, losses, damages, costs (including legal fees), and expenses.
- **"Light Vehicle"** or **"LV"** means any Vehicle with an engine other than a Heavy Goods Vehicle.
- **"Network"** means the network, road or motorway, bridge, or other infrastructure which is subject to the payment of the Tolls by means of the European Electronic Toll System.
- **"Non-EETS Service"** means all Services related to European Toll and Tax collection offered by MSE under these Terms and Conditions. For example, we have Framework Agreements with Service Providers and Toll Chargers that do not fall under the EETS Service, such as National Toll Service Providers that are considered Non-EETS Service.
- **"OBU"** means the on-board unit which is an electronic device required for the provision of EETS Service.
- **"Onboarding Process"** means the process of submitting an Application for becoming a Client from the first contact until receiving a Client number and Access Credentials to access to Our Client Portals.
- **"Our Client Group"** or **"Client Group"** means Our Client and: (a) its subcontractors, (b) any Affiliate of Our Client or its subcontractors; and (c) any director, officer, employee, other Person employed by or acting for and on behalf of Our Client, its subcontractors, or the Affiliates of Our Client and its subcontractors.
- **"Partner"** means a Client who is also a reseller who sells Services on MSE's behalf or on their own behalf.
- **"Person"** means (a) a natural Person; or (b) a legal Person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.
- **"Personal Data"** means any information relating to an identified or identifiable individual, unless otherwise defined under Applicable laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.
- **"Proof of Identity"** means a payment means such as a (Tolls) card, vignette or device that is used to identify a driver thus Client during the collection of toll payment usually by the Clients' name and/or Vehicle registration number (license plate).
- **"Restricted Jurisdiction"** means countries or states that are subject to comprehensive economic or trade sanctions, restrictions, or embargoes (as may be amended by the relevant government agencies, authorities, and other regulatory or administrative bodies from time to time).
- **"Restricted Party"** means any Person resident, established, or registered in a Restricted Jurisdiction; (ii) any Person classified as a US Specially Designated National or otherwise subject to blocking sanctions under trade control laws; (iii) any Affiliates of such Persons; and (iv) any Person acting on behalf of a Person referred to in the foregoing.
- **"Sector Declaration"** means the document prepared by a Toll charger defining the essential toll information, including the geographical sector, the relevant infrastructure, and the vehicles for which the charge is payable.
- **"Service Providers"** means third party Service providers or suppliers MSE has a Framework Agreement with to re-sell payment means for the provision of Toll payments and/or value-added services.
- **"Service Provider Agreement"** means any Agreement, contract, terms and conditions between a Service Provider or Toll Charter and Client for Services. This includes Framework Agreements, Service Provider Terms and Conditions, or the pricing conditions, and in particular the discounts and/or rebates, applied to the Tolls by each Toll Charger, including, where applicable, the fees which grant a right thereto.
- "Scope" means all activities and obligations to be performed by or on behalf of Our Client under the contract.
- **"Specific Conditions"** means the Application, accompanied by the requested supporting documents, duly filled in and signed by the Client and accepted by MSE, including any subsequent modifications requested by the Client and accepted by MSE.
- **"Standard Price List"** means the list of standard prices and fee rates for Us or for Service Providers or Toll Chargers (the "**Standard Price Rates**") applicable to a Service or equipment, if not otherwise specifically set forth in an Agreement or Service Provider Agreement concluded with a Client.
- **"Sub-User"** means additional Users for a Client's account who are granted Access Credentials and rights to access said Client account in the Client Portals. A Super User has the ability to create and manage Sub-Users for its Client Account.
- **"Super User"** means the primary user on the Client's side, designated by the Client's legal representative or the authorized signatory at the time of client onboarding conducted by MSE representative. All Clients must have a designated Super User at all times.
- **"Tax"** means any charge imposed by a Toll Charger or on its behalf due to the completion of a transaction.
- **"Taxpayer"** means the natural or legal Person, usually the owner or long-term renter of a Vehicle, recognized by law or the regulations as liable for the Toll when it constitutes a Tax.
- **"Toll"** means any form of fee or duty relating to the use of a Network.
- **"Toll Charger"** means a legal Person exercising the right to collect the Toll in a Network.
- **"Trade Control Laws"** mean all Applicable laws concerning trade or economic sanctions or embargoes, Restricted Party lists, trade controls on the import, export, re-export, transfer or otherwise trade of goods, services, software, or technology, including those of the European Union, the United Kingdom and the United States of America.



- **“Transaction”** means recording by an OBU of a Vehicle’s passing, making the Toll payable due to a trigger such as passing through a Toll station or a pricing point.
- **“User Guide”** means any operating instructions (such as User Manual, Quick Guide, et all for the provision of EETS Service or an OBU
- **“Vehicle”** means HGV or LV as defined above.
- **“Website”** means the Website www.mststolls.com maintained by MS Europe B.V., currently with its registered office at Delftse Poort, 25th Floor Weena 505, 3013 AL Rotterdam The Netherlands.
- **“Worksite”** means lands, waters, and other places on, under, in, or through which Scope or activities in connection with Scope are to be performed, including manufacturing, fabrication, or storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps, or messing facilities. Worksite does not include any lands, waters, or other places used during transportation to and from Worksites.

CLAUSE 4 - Services

4.1. General.

- a. Services will only be provided to natural Persons or legal entities acting in a commercial context. MSE may not be held liable in connection with any Consumption which takes place outside of such a context.
- b. MSE will provide Services to the Client in accordance with this Agreement. Any Client using Services will be deemed to understand these Terms and Conditions and to have expressly accepted them without reservation.
- c. Supplementary Services to the Payment, EETS and/or Online Services (including the provision of Equipment) described in these Terms and Conditions may be provided on an optional basis to the Client at its request for such Services. Such supplementary Services may be provided by Partners of MSE, under their responsibility, and in accordance with their separate contractual obligations. A Client requesting such supplementary Services acknowledges the Services are subject to applicable Service Provider Agreements to be concluded with the Client.
- d. Services are subject to these Terms and Conditions and any Service Provider Terms and Conditions. It is Client’s responsibility to stay current with respective Service Provider Terms and Conditions which are available at the Service Provider’s websites.
- e. For the Services specified herein, MSE may charge a fee to be paid through the MSTs Tolls invoice process in accordance with the agreed payment terms.

4.2. Framework Agreements. The conclusion of framework Agreements with, and the payment for related or unrelated items or Services to, Service Providers and Toll chargers, who are charged with the collection of the amounts for the use of those items or Services (**“Framework Agreements”**), whether in the name of the Client or on behalf of the Client, but always at Client’s expense, and for the benefit of one or more road transport companies regarding:

- a. The use of roads and other infrastructure, and the payment for that use, and
- b. The payment for related or unrelated items or Services with Service Providers that are charged with the collection of the fees for the use of those items or Services, consisting of the Framework Agreements regarding Payment Services.

4.3. Payment Services.

- a. MSE will provide Payment Services in accordance with these Terms and Conditions including:
 - i. With respect to Framework Agreements, payment for related or unrelated items or services to Service Providers and Toll chargers, who are charged with the collection of the amounts for the use of those items or services,
 - ii. With respect to Framework Agreements, arrangements that relate to the deferred payment of such amounts and their periodical settlement on the basis of subsequent calculation.
 - iii. Keeping the accounts with respect to all Agreements concluded from time to time by Our Clients with Toll Chargers and/or Service Providers, and the amounts payable by Our Clients to Us and to the Service Providers and/or Toll Chargers, respectively, pursuant to those Agreements.
 - iv. The financial settlement on behalf of Our Clients for this Agreement and individual Service Provider Agreements for the provision of Services, or for the payment of Services and items concluded by Clients within the Scope of Framework Agreements, and the financial management of the funds made available to Us for that purpose.
- b. For the Services specified in this Clause, We may charge Client a fee determined on a case-by-case basis to be paid through the MSE invoice process in accordance with the agreed payment terms.
- c. 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 which is calculated based on ABN Amro Bank’s average exchange rate of the Monday prior to the invoice date, plus a fee which can be found in the Standard Price List.



CLAUSE 5 - Additional Services.

- 5.1. **Eurovignettes.** In the event Client requests Eurovignettes, the following terms and conditions apply until such time as Client opts out from Eurovignettes:
- a. **Ordering and Renewal.** For active annual Eurovignettes, the Eurovignettes will be automatically renewed as indicated in Our Client Portals (term > 300 days) unless We are notified otherwise unless:
 - i. The Client indicates to decline the renewal via Our Client Portals during the term of the Eurovignettes and at the latest a day before the renewal date after which the option not to decline renewal will no longer be available.
 - ii. (Partial) refund of the Eurovignettes has been requested during the term; and
 - iii. The associated Vehicle to the Eurovignettes is no longer active in Our Client Portals on the Monday preceding the expiration date. The renewal date is the Monday of the week prior to the expiration date of the Eurovignettes.
 - b. **Registration.** The Client is solely responsible for proper registration. For every order of an Eurovignettes, a confirmation is sent along with the Vehicle information submitted. Without this confirmation the registration of the Eurovignettes is not complete. The Client must always verify this confirmation and notify MSE immediately if the registration is inaccurate, when necessary.
 - c. **Order Confirmation.** When an order of an Eurovignettes has been placed with the BCA, the Client will always receive a confirmation e-mail on the 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.
 - d. **Refunds.** A refund can be requested only for Eurovignettes supplied through Us. In the event Eurovignettes is paid through installments, refund(s) can only be processed through Us. Due to the fees and costs the Dutch Tax Authority will charge, it only makes sense to request for refund for Eurovignettes which have a remaining duration of one (1) month or more. For refunds MSE will withhold an amount equal to the fee charged by the Dutch Tax Authority.
 - e. **Split Payment Service.** If a Client has opted for Our Eurovignettes Split Payment Service, the Client must provide explicit authorization, an explicit and irreversible mandate, and a power of attorney to MSE. If and when the Client does not adhere to its payment obligation towards MSE, MSE is hereby authorized to submit a request for refund in full or in part for the Belasting Zware Motorrijtuigen ("BZM"), with the Belastingdienst Centrale Administratie (the "BCA"). The Client acknowledges and agrees that MSE cannot be held liable for any possible negative financial consequences as a result of the foregoing, including, but not limited to, claims and penalties regarding the use of a Heavy Goods Vehicle on public roads while not paying the BZM.
 - f. MSE has explicit authorization of the Client to receive payments resulting from refund claims on the bank account of MSE, under the exclusion of the Client's own authorization and to settle any refunds received from BCA against all amounts MSE claims or receives from the Client.
- 5.2. **EETS Service.** In the event Client requests EETS Service, the following terms and conditions shall apply to EETS Service provided by MSE as well as Services provided by third parties until such time as Client opts out from EETS Services:
- a. The Client may request the EETS Service in his capacity of owner, driver, user, lessee, or sub-lessee of the HGV. This request for Service implies acceptance of these Terms and Conditions.
 - b. In addition to these Terms and Conditions, applicable Service Provider Terms and Conditions shall apply until such time as Client opts out from EETS Services.
 - c. The extension of the Acceptance Network in conjunction with a possible technological upgrade may result in a change to the operating instructions necessary to enable the OBU to function properly.
 - d. EETS Service consists of supplying an OBU to the Client and the various Services and options selected by the Client during the Onboarding Process. The Client may amend or supplement these elements depending on the possibilities offered by MSE. These changes will take effect immediately unless specified otherwise by MSE.
 - e. The Client is solely responsible for providing the information and documents required for activating the OBUs, and for any subsequent modifications affecting them. MSE may request that the Client produce any necessary documents requested by the Toll Chargers. In this case, the Application or any other request by the Client concerned will not be processed by MSE until the requested documents are received.
 - f. The Client is responsible for the accuracy of the data stored in the OBU. In case of any inaccuracies, the Client is solely responsibility for the financial and/or criminal consequences. The Client must verify and manually input into the OBU, where necessary, the weight category and category of number of axles in the tractor/trailer before using any road within the Acceptance Network.
 - g. Except for the invoicing and collection of the Tolls, which are the responsibility of MSE or any Service Provider, travel on the Acceptance Network and the calculation of Tolls are exclusively covered by the contractual relationships between the Client, MSE and the Toll Charger concerned. The OBU is used to collect the Client Transactions charged by each Toll Charger and to invoice the Client for them. This invoicing is carried out by MSE in compliance with the principles determined by the Toll Charger, i.e. either in the name and on behalf of the Toll.



Charger or solely on its own behalf. The Toll rates and specific terms and conditions are freely defined by each Toll Charger in compliance with the regulations in force.

- h. The Client must comply with each of the obligations imposed under the mandatory rules set by the Toll Chargers, particularly in their Sector Declaration.
- i. The terms of this Clause constitute a fundamental and decisive element of the undertaking given by MSE in the context of this Agreement.

5.3. **EETS Device.** In the event Client requests an EETS device, the following additional terms and conditions will apply until such time as Client opts out from using the OBU:

- a. **Responsibilities.** The Client is prohibited from leasing or selling the OBU to another party under penalty of the immediate termination of the Agreement. When requested by the Client through the Client Portals, MSE will order an OBU on behalf of the Client from a certified OBU Service Provider. The Client is prohibited from having an existing active OBU for the same Domain through a different Service provider. The Client has custody of the OBU and uses it under its sole responsibility. At any time during the performance of the Agreement, and in particular if the OBU is placed on a cancelled, fraud or infringement list, MSE may take the initiative to withdraw or, if necessary, replace one or more OBUs, or order a motorway operator or any third party of its choice to proceed to do so. Each OBU is delivered with, and should therefore be returned with, a working cigarette lighter cable and holder with 4 suction cups. In case the OBU, cable and holder with suction cups are not returned in good order, costs are being charged to the Client.
- b. **Operation; Compliance.** The correct operation of the OBU is subject to compliance with the terms of the User Guide. The Client is reminded that the OBU must be powered in compliance with the conditions of the User Guide and in all cases continuously on the Networks. The OBU will function until it is cancelled or replaced by MSE. An OBU shall only be in active status and valid, and its holder is only entitled to claim active status for EETS Service, and the benefits associated therewith when used properly and in accordance with the User Guide and these Terms and Conditions. Use of the OBU on the Networks implies compliance with the applicable obligations, even if they arise from third parties, including Service Providers and/or Toll Chargers. MSE places useful information in the Client Portals for information only. It is the responsibility of the Client to ensure all information is read, understood, and complied with, and that all Client information is kept correct, up to date, and complete.
- c. **Processing of Claims.** Information concerning the technical status of the OBU is only available for 6 months from the date of the journey. Any request to receive this information must be submitted to MSE within 20 (twenty) working days before the expiry of this period. Failing this, the request will not be processed.
- d. **Malfunction; Withdrawal or Replacement of an OBU.** In the absence of a valid OBU, or in the event of a malfunction, the Client must follow the procedure stipulated by MSE for the relevant Network. If the defect is attributable to the Client, all replacement costs will be invoiced to the Client by MSE, in accordance with the Standard Price List. The replacement of the OBU by MSE will be free of charge throughout the entire period of its lease in the event of a defect attributable to the OBU or in the event of malfunction of the battery. MSE may also withdraw and, where applicable, replace the OBU for any technical reasons, including but not limited to the following cases: (i) technological upgrade; (ii) malfunction; (iii) life end of battery; (iv) change of Vehicle or change in the characteristics of the Heavy Goods Vehicle with which the OBU is associated. The Client must return the relevant OBU(s) in all such cases, upon request. The Client shall contact the Service Provider of the OBU directly with regard to issues related to warranties, defects, or any other technical issues that may occur with the OBU, as set out in the User Guide accompanying the OBU.
- e. **OBU Allocation.** The Client is reminded that each Heavy Goods Vehicle OBU must be allocated to a single Vehicle with a valid license plate number to be active and operational under EETS Service, and that this condition is imposed by the regulations in force in certain countries, under penalty of fines and the impounding of the Vehicle, or by the Toll Chargers. Any non-compliant use will automatically result in the loss of the warranty related to the operation of the OBU and the associated EETS Service.

MSE grants the Client the option to re-allocate a OBU making it possible for another Vehicle in its fleet to use the OBU, provided the reallocation is concluded electronically using the OBU management module within The Client Portals in accordance with the procedures stipulated by MSE. MSE reserves the rights to ask the Client for any unused OBUs to be returned to MSE at its sole discretion.

- f. **OBU Cancellation.** The Client must cancel the OBU upon becoming aware of its theft or loss ("OBU Cancellation"). In order to do an OBU Cancellation, Client must notify Us electronically by using the Client Portals in accordance with the procedure stipulated for such purpose.

The Client will receive electronic confirmation for a successful OBU Cancellation, stipulating the date the request was processed. The OBU Cancellation will be effective, as far as the Client is concerned, upon receipt of such electronic confirmation.

The costs of the OBU Cancellation and, where applicable, the fees payable in respect of any OBU which is not returned, will be invoiced to the Client by MSE. MSE may not be held liable for the consequences of any OBU Cancellation made by a Person using the identity of the Client or the name of the Client and who is not authorized to represent the Client.

- g. **New OBU.** At the request of the Client, a new OBU may be delivered at the stipulated address. Its activation will be invoiced by MSE in accordance with the Standard Price List.
- h. **OBU Returns.** The OBU return process, upon any OBU Cancellation or termination of the Agreement, whether or not the Client is the Party to whom the termination is attributable, or for any other reasons, must be initiated electronically by using the Client Portals by following the steps stipulated in the return workflow, upon completion of which, the Client will receive a confirmation. Following confirmation from Us, the Client must return any and all OBUs in their possession, along with all OBU cables and OBU holder(s) without delay, exclusively by certified mail return receipt requested, to MSE at the address specified by US on the Client Portals, using the protective packaging that was provided by MSE at the time the OBU was provided to the Client. The OBUs must be returned within fifteen (15) days from the effective date of the termination.



In the event that the Client fails to return the OBU within this specified time frame, the applicable rental charges shall continue to accrue, or a non-return fee may be imposed by the relevant Toll Charger. The Client shall be solely responsible for any such continued or additional charges. MSE shall bear no liability for any fees, penalties, or costs arising from the Client's failure to return the OBU in a timely manner.

If the Client recovers an OBU reported stolen or lost, this OBU must be returned in accordance with the process mentioned in the Product Return Information Sheet, available on our website.

Amounts payable in respect of tolls and taxes for trips validated using misused OBUs will be claimed independently of any criminal proceedings and any action for damages which MSE reserves the right to bring.

Should MSE need to have recourse to any legal proceedings to recover the OBU(s), the costs incurred pursuant to such legal proceedings will be payable by the Client. MSE will in addition be entitled to charge the Client a non-return fee in respect of any unreturned OBU in the event of a failure to return an OBU within thirty (30) days from the effective date of the termination.

The Client may return one or more OBUs at any time in their protective packaging, by certified mail, to MSE. In this case, MSE will stop issuing invoices and/or billing statements for the Services associated with the use of the OBU(s) at the end of the month during which MSE acknowledges receipt of the returned OBU(s).

The Client must refer to the Toll Charger Terms & Conditions to which it subscribed in order to ascertain the consequences of the return of the OBUs, and in particular the applicable conditions governing the refund of any fees paid or the invoicing of charges.

In any event, the price payable in connection with the rental or provision of the OBU, and in particular the price paid in connection with its personalization, packaging and shipping, cannot be reclaimed by the Client from MSE in the event of the return of the OBUs.

If Service Provider is obliged to carry out repairs and/or reconditioning because the OBU has been damaged (e.g. partial or total alteration, markings, etc.), the costs of these operations will be payable by the Client according to the Standard Price List.

In absence of a valid OBU, or in the event of malfunction, the Client shall follow the procedure stipulated by the relevant Authorities for the relevant Network. Emergency Procedures are available on the Client Portals. Faults should be reported to MSE as soon as practicable but no later than 24 hours following the fault. If the fault is attributable to the Client, all replacement costs will be invoiced to the Client by MSE, in accordance with the Standard Price List.

- i. Domain (de-)Activation. The Client shall bear sole responsibility for the activation and/or deactivation of the Domains for their EETS OBUs via the Client Portals. The activation and/or deactivation of the appropriate Domain must be completed prior to the commencement of the journey. The Client remains fully liable at all times for ensuring that the correct Domains are active before using the OBU. Failure to comply with this obligation may result in fines or penalties imposed by the Toll Chargers. MSE shall not be held liable for any such fines or penalties resulting from incorrect Domain management by The Client.
- j. Inactive OBU. The Client acknowledges that in the event that an OBU remains inactive for a continuous period of six (6) months or longer, the Service Provider reserves the right to impose an increased fee on the Client.

5.4. Austrian Tolls Services. In the event Client requests Austrian Tolls Services, the following additional terms and conditions will apply until such time as Client opts out from Austrian Tolls Services:

- a. MSTs Tolls is the Client's direct contact for any questions or complaints about the implementation of the service on Austrian territory. As soon as the Client is aware of any event that could directly or indirectly affect the implementation of the service on Austrian territory, he/she/it must inform Us.
- b. The delivery of the Austrian interoperability service offered by MSTs Tolls is dependent on strict compliance with ASFINAG's obligations, which can be found at <http://www.asfinag.at/toll/tolling-regulations> (in English), and on the provision of information when subscribing to the service about whether the Vehicle is a bus or an HGV.
- c. The Client acknowledges that he/she/it has been informed that if the competent Austrian authorities conduct an inspection, the HGV user must be able to present the Vehicle Declaration supplied by MSTs Tolls on their Client Portals. This document, which must be checked for accuracy under the sole responsibility of the Client, must contain the Vehicle registration number, country of registration, the OBU's PAN and serial number, the OBU bar code, the Euro class, the designation of MSTs Tolls as the service provider. The Client undertakes to ensure that the document is permanently kept in the Vehicle to which it corresponds.
- d. Compliance of the Vehicle's declaration with ASFINAG's requirements requires consistency in the declaration between the Vehicle's registration number, country of registration, Euro class and the OBU's PAN and serial number; the Client must carefully check this consistency and take full responsibility for the absence of a Vehicle declaration or any errors in the declaration.
- e. Personal Data collected by Us in the course of its provision of the Service (such as the name and address of the Vehicle's owner and the Client) may be transmitted to the ASFINAG inspection authority when requested on the basis of fraud or malfunctions contributing to the total or partial failure to pay the Toll, or in the context of random checks.

5.5. Belgium Tolls Services. In the event Client requests Belgium Tolls Services, the following additional terms and conditions will apply until such time as Client opts out from Belgium Tolls Services:

- a. The Client has the status of Taxpayer within the meaning of the law and the Belgian regulations in Application of Decision 2009/750/EC.
- b. If the Client is not the Taxpayer, it must provide the full contact details of the Taxpayer when subscribing to the Service, or later in the event of any changes. When subscribing, the Client must provide the information required by the Belgian regulations in force.
- c. The Client declares that it has provided MSTs Tolls with valid documents in order to proceed with the registration of its Vehicles. It thus



guarantees the accuracy and veracity of the said documents with regard to the applicable regulations.

- d. The Client is responsible for the accuracy of the data stored in the on-board equipment. If there are any inaccuracies, the Client is solely responsible for the financial and/or criminal consequences. The Client must verify and manually input into the OBU, where necessary, the weight category and category of number of axles in the tractor/trailer before making any journey on the VIAPASS Network (see User Manual).
 - e. All the information provided by the Client to finalize the Application is visible in Our Client Portals. The Application will take effect once the Client has confirmed by submitting his order that all the information is correct, by virtue of which MSTs Tolls may not be held liable in the event of any error.
 - f. By derogation from Clause 11 of these Terms and Conditions, the Viapass Satellite Toll Collection service may be terminated at any time by the Client by letter sent certified mail, return receipt requested, it being specified that each month commenced must be paid for and the termination of this service will not result in the termination of other Services.
 - g. Personal Data collected by Us in the course of its provision of the Service (such as the name and address of the Vehicle's owner and the Client) may be transmitted to the VIAPASS when requested on the basis of fraud or malfunctions contributing to the total or partial failure to pay the Toll, or in the context of random checks.
- 5.6. **French Tolls Services.** In the event Client requests French Tolls Services, the following additional terms and conditions will apply until such time as Client opts out from French Tolls Services:
- a. These terms apply to Transactions carried out using the OBU installed in the Vehicle duly declared by the Client either to MSE or to the Toll Charger, which may request individual registration for each OBU. These Services may also be subject to Toll Charger specific commercial terms and conditions (the "TCSCT") and are freely drafted and amended by each Toll Charger.
 - b. The Client is informed that each Toll Charger has the right to conduct any checks associated with the use of the OBUs.
 - c. We remind you that under amended French law no. 78-17 of 6 January 1978 (the French Data Protection Act), you have the right to access the information held about you by Toll Chargers and ask for it to be corrected or removed if necessary.
 - d. The use of a single OBU by more than one Vehicle when passing through a Toll station is prohibited. Any such fraudulent use will result in the Cancellation of any discounts available, and the implementation of the measures stipulated by the Toll Charger in the event of proven fraud (in particular the definitive Cancellation of the Application of its Specific Commercial Conditions).
 - e. Any other non-compliant use, and in particular any other use of a OBU in a Heavy Goods Vehicle which does not correspond to its declared and recorded characteristics, will be invoiced at the full price.
 - f. Manual processing
 - i. In the event of a malfunction of the device on the French Networks:
 - ii. on entry, the driver must take a ticket and present such ticket when exiting by taking a manual lane.
 - iii. on exit, the driver must present the OBU to staff for it to be processed manually. Should the exit Toll gate be fully automated, the driver must request assistance using the intercom (a call button on the magnetic payment terminal).
 - g. Any use of the Networks which does not comply with the procedure stipulated by this section will be undertaken at the expense and risk of the Client alone, notwithstanding the right of MSE to claim compensation for any losses which it may suffer as the result of such non-compliance.
- 5.7. **Spanish / Portuguese Tolls Services.** In the event Client requests Spanish / Portuguese Tolls Services, the following additional terms and conditions will apply until such time as Client opts out from Spanish / Portuguese Tolls Services:
- a. The procedure to be followed in the event of a malfunction of the device will be stipulated in Our Client Portals and, where applicable, by the operating rules of the Toll Charger or by any other applicable text.
- 5.8. **German Tolls.** In the event Client requests German Tolls Services, the following additional terms and conditions will apply until such time as Client opts out from German Tolls Services:
- a. Pursuant to German regulations (BFStrMG of 12 July 2011) in Application of Decision 2009/750/EC the Taxpayer is: the owner of the Vehicle, the driver, the user, the Person who determines the use of the Vehicle and/or the Person in whose name the Vehicle is registered.
 - b. Pursuant to paragraph 1 of the BFStrMG, all German and foreign Vehicles and articulated Vehicles with a GVWR of at least 7,5 tons designed to transport good or used to this effect are subject to the toll. The conditions governing subjection to and exemption from the Toll are available in Our Client Portals.
 - c. Access to the German interoperability service is dependent on strict compliance with the obligations laid down by the BAG (independent federal agency that reports to the federal ministry for transport and digital infrastructure - BMVI).
 - d. Upon requesting a Service, the Client must provide the information required by the German regulations in force, and in particular the Vehicle identification number (VIN) and a document (subject to acceptance by MSE) certifying any installation of a particulate filter if the Vehicle belongs to the S2 or S3 pollution categories (=EURO standard 2 and 3).
 - e. Personal Data collected by Us in the course of its provision of the Service (such as the name and address of the Vehicle's owner and the Client) may be transmitted to the BAG when requested on the basis of fraud or malfunctions contributing to the total or partial failure to pay the Toll, or in the context of random checks.
 - f. In Application of the LKW-Maut, the deadline for claims is set at two (2) months from the receipt by the Client of the Toll invoice and/or billing statement.



- 5.9. **Hungarian Tolls Services.** In the event Client requests Hungarian Tolls Services, the following additional terms and conditions will apply until such time as Client opts out from Hungarian Tolls Services:
- a. The Client agrees that We pay the Toll that will be charged in Hungary to the Client using the On-Board Unit ('OBU'), within the system used by the Hungarian Toll Charger NUSZ, the system is known as the 'HU-GO' system.
 - b. When requested (ordered) by the Client, MSE will order an OBU on behalf of the Client from a certified OBU supplier if Client doesn't have existing OBU's for use in Hungary.
 - c. If the Client has in its possession and is utilizing (an) OBU('s) (and has an existing HU-GO account) and requests MSE to take over the payment responsibility for the OBU('s), the Client will provide planning so that MSE can switch the OBU('s) from the existing HU-GO account to the MSE HU-GO account and is unable to engage in any Transactions during the connection with MSE. Consequential damage resulting from any deviations from the specified planning will be borne by the Client. The Client acknowledges that where the Client has in its possession OBU's which are utilized (and as such has an existing HU-GO account) any credit balance held on the existing prepaid account will not be refunded by NUSZ or MSE.
 - d. The Client is solely responsible for use of the OBU and reading and understanding the user manual of the OBU. The Client is to contact the supplier of the OBU directly with regard to issues related to warranties, defects, or any other technical issues that may occur with the OBU. Instructions can be provided by Client Support.
 - e. The OBU supplier(s) is (are) responsible for the (pro-active) communication with the Client relating to interferences and any other technology related matters (by using the LED and sound signals). In case of OBU malfunctioning in Hungary, the driver must stop and purchase a Route ticket on Hu-Go website at the following link: <https://hu-go.hu>. The registration is not required in order to proceed with the purchase and there is no need of a Hu-Go Account.
 - f. If the OBU does not function (see the instruction guide sent with the OBU) the user of the OBU should pay for the Hungarian Tolls by alternative means at that time and until such time as the OBU is fully functioning.
 - g. The Client hereby indemnifies MSE against any claims from third parties. The Client acknowledges that he has read the General Terms and Conditions of HU-GO, which can be found at www.hu-go.hu and agrees with all of the obligations contained therein.
 - h. MSE will do its utmost to implement the Vehicle data correctly on the HU-GO Website but will not be liable for any claims, costs, damages, losses, fines or penalties resulting from errors in the data. The Client is at all times responsible for ensuring the data on the OBU is correct. The Client will upon receipt of the OBU('s) or confirmation or linking the OBU to the MSE account verify that the Vehicle data associated with the OBU are correct.
 - i. MSE will do its utmost to ensure that that the account MSE holds at HU-GO on behalf of its Clients is in credit at all times. MSE will invoice the distance travelled in Hungary by means of the standard MSE invoices issued to the Client. Any applicable purchase cost of an OBU is to be invoiced to the Client by MSE.
 - j. If the HU-GO OBU is supplied by MSE the Client is to pay for the extension of the term of the SIM card in the OBU unless the Client has informed MSE at least 1 month prior of the expiration of the SIM Card about its wish not to renew the SIM Card.
 - k. In the event that MSE is ordered to pay a fine or any other financial penalty related to the use of the OBU, the Client will be required to reimburse the full amount to MSE without delay and hereby indemnifies MSE from any claims by third parties.
 - l. When a Vehicle change for the OBU is requested MSE is allowed 2 business days for switching the OBU to a different Vehicle registration. During these two business days the OBU must not be used. The Client is responsible for the consequences of use during these two days and hereby indemnifies MSE from fines or any related costs associated with use of the OBU during this period.
 - m. MSE requires 1 business day notice in order to block an OBU. The Client remains responsible for any costs incurred or damage to the OBU up to and including the business day on which the OBU was blocked by MSE.
 - n. MSE will register the OBU based on the Vehicle truck data as stored in MSE's truck database, visible in the Client portals, at the time of ordering. Client must change the number of axles if applicable directly with the OBU supplier.
 - o. Technical failure of the OBU is made visible by the OBU supplier on the OBU, by e-mail and/or Website depending on the OBU supplier. The Client should make himself aware of the user instructions before using the OBU.
 - p. Any changes to this amendment will be communicated by e-mail and/or through Our Client portals. By continue to use the product, the Client acknowledges to have read and understood the changes made to the amendment.
- 5.10. **Poland Tolls Services.** In the event Client requests Poland Tolls Services, the following additional terms and conditions will apply until such time as Client opts out from Poland Tolls Services:
- a. The OBU should be equipped with the appropriate software version (at least GoMa version 4.8 or higher, this is EETS4U specific).
 - b. the Polish Toll Charger informs about data subject rights according to Art. 14 GDPR under the following link: <https://etoll.gov.pl/ciezarowe/kontakt/klauzule-i-polityki/klauzula-informacyjna-szefa-kas/>
 - c. The data registered, particularly the vehicle registration number, gross vehicle weight (GVW) and vehicle EURO emission category should be the same as the data contained in the documents provided by the client.
 - d. The owner, holder, or driver of a vehicle, as applicable, shall be responsible for paying any administrative penalties imposed by the Controlling Entities for violations described in the Applicable Law. Specifically, the aforementioned violations may consist of: lack of an OBU in the vehicle, improper installation of an OBE or improper use of an OBU in the vehicle, discrepancies between the vehicle data recorded in the OBU and its actual parameters.
 - e. Only one OBU should be activated to accrue toll transactions.



- 5.11. **Slovenian Tolls Services.** In the event Client requests Slovenian Tolls Services, the following additional terms and conditions will apply until such time as Client opts out from Slovenian Tolls Services:
- a. The Client is responsible for the accuracy of the data stored in the OBU. In particular, the Client must ensure that the following data of the towing vehicle is first verified against the vehicle's documents and then introduced correctly to be stored on the OBU:
 - i. Its registration number and country of registration
 - ii. Its number of axles
 - iii. Its EURO emission class
 - b. Personal data will be transferred to the toll charger in case of enforcement and random checking of EURO emission classes. Slovenian toll charge will use this data within the bounds allowed by applicable law.
 - c. Upon Toll Charger's request, the Client needs to submit relevant data within five (5) days (starting from the day after the request is sent). A breach of this obligation will result in a penalty of €400.00 for each request of data per EETS user. The toll charger may also charge the same contractual penalty of the same amount in case of a delay in the submission of data for each user.
 - d. All complaints from EETS users that include reimbursement claims have to be received by the toll charger within eighty (80) days from the use of the service (reimbursement deadline). Such claims should be forwarded to MSE at least 10 days before that deadline. MSE is not liable for reimbursements, if any, that fail to meet the reimbursement deadline, unless the reason for the delay is solely attributable to MSE.
 - e. Tolls paid twice will not be refunded, in particular if the double payment is due to the User using two OBUs at the same time, whether from the same or different providers.
- 5.12. **Additional Terms for Non-EETS Service.** The Client may request Non-EETS Service in its capacity of owner, driver, user, lessee, or sub-lessee of the Vehicle. This request for Service implies acceptance of these Terms and Conditions. In addition, the following additional terms and conditions will apply for Non-EETS Service until such time as Client opts out from using same:
- a. MSE reserves the right to extend or reduce the Acceptance Network for any of their Non-EETS Service such as the Microwave Electronic Toll Systems, National Tolls systems, Tolls Card Services and other Services that are now available or which may become available at a later time.
 - b. Modifications to Services or these Terms and Conditions shall be made pursuant to Clause 1.4 herein and will be published on the MSE Website prior to their entry into force.
 - c. The extension of the Acceptance Network in conjunction with a possible technological upgrade may result in a change to the operating instructions necessary to enable the Proof of Identity or Service to function properly.
 - d. For Non-EETS Services related to the payment services on National Tolls systems, such as, but not limited to Belgium road user charging by Satellic, Czech Tolls (MytoCZ), Polish Tolls through ViaTOLL, Slovakian Tolls, Slovenian Tolls, it is understood that the rules and regulations apply from the National Tolls Service Provider for which the Clients has signed an Agreement separately with the Toll Charger directly.
 - e. The Client agrees to the terms and conditions of Service Providers. MSE engages with these third-party Service Providers on behalf of the Client.
 - f. The Client is solely responsible for providing the information and documents required for activating the OBUs or other Proof of identity, and for any subsequent modifications affecting them. MSE may request that the Client produce any necessary documents requested by the Toll Chargers. In this case, the Application or any other request for Service by the Client concerned will not be processed by MSE until the requested documents are received.
 - g. The Client is responsible for the accuracy of the data stored in the Client Portals and, if applicable, the OBU. In case of any inaccuracies, the Client is solely responsibility for the financial and/or criminal consequences. The Client must verify and manually input into the OBU, where necessary, the weight category and category of number of axles in the tractor/trailer before using any road within the Acceptance Network.
 - h. Except for the invoicing and collection of the Tolls, which are the responsibility of MSE or any Service Providers, travel on the Acceptance Network and the calculation of Tolls are exclusively covered by the relationship between the Client, MSE and the Toll Charger concerned and are the responsibility of both parties. Proof of Identity is used to collect the Client Transactions charged by each Toll Charger and to invoice the Client for them. This invoicing is carried out by MSE in compliance with the principles determined by the Toll Charger, i.e. either in the name and on behalf of the Toll Charger or solely on its own behalf. The Toll rates and specific terms and conditions are freely defined by each Toll Charger in compliance with the regulations in force.
 - i. The Client must comply with each of the obligations imposed under the mandatory rules set by the Toll Chargers, particularly in their Sector Declaration.
 - j. The Client agrees to the terms and conditions of MSE third parties (Toll chargers, Tolls Service Providers). MSE engages with these third parties on behalf of the Client.
 - k. The terms of this Clause constitute a fundamental and decisive element of the undertaking given by MSE in the context of this Agreement.
- 5.13. **CO2 Based Tolling.** The Client is solely responsible for providing the information required for determining the CO2 based tolling class, and for any subsequent modifications affecting them. MSE may request that the Client produce any necessary documents requested by the Toll Chargers and/or Service Provider. The Client will pay all the costs including, but not limited to, future fees, charges, or any taxes introduced by applicable laws and regulations or the toll charger/service provider. Any applicable Toll charger and/or Service Provider Terms and Conditions shall apply until such time as Client opts out from the services in countries that apply CO2 based tolling or until such time as the Agreement is terminated.



CLAUSE 6 - OBU Emergency / Back Up Procedure.

- 6.1. MSE will use its best endeavors to provide the Client with an operational OBU and to maintain the OBU in operational condition.
- 6.2. In the event of malfunction, theft, loss, or destruction of an OBU, the Client is not released from payment of the Toll and must immediately follow the Emergency procedures set out in the User Manual of the Service Provider. Details of the emergency procedure are available in Our Client Portals.
- 6.3. Throughout the emergency procedure, the Client must provide all information requested by MSE or the Toll Charger and comply with their instructions.
- 6.4. MSE may not be held liable in any circumstances for the financial consequences of the Client's failure to comply with the emergency/back-up procedure, inappropriate implementation of the emergency/ back-up procedure, or any fault by the Toll Charger in the context of the emergency/ back-up procedure.

CLAUSE 7 - Online Services

- 7.1 The term **"Online Services"** shall mean the Client Portals, Client Portal Modules, and other Services made available via MSE's Website, for the purposes including, but not limited to: (a) updating and maintaining Client's address and account information; (b) fleet management, such as register Vehicles, uploading required (Vehicle) documents, ordering, modifying and monitoring EETS devices, Toll cards and/or vignettes provided by MSE; (c) the receipt of financial information for the Client, if required; (d) consultation and downloading of information for Payment Services to the Client; (e) changes to Client's bank details or the means of payment selected.
- 7.2 The content of and Client's use of Online Services is subject to and governed by these Terms and Conditions. These Terms and Conditions will prevail in the event of a conflict between these Terms and Conditions and one or more terms of use.
- 7.3 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 via the Client Portals.
- 7.4 Access Credentials. In order to gain access to the Online Services, We provide the Client with Access Credentials tied to one or more Persons within the Client's organisation, which are provided by Us by an authentication procedure, solely to the contact Person Client has indicated. Client may identify a Super User during the initial Onboarding Process. Said Super User will have the ability to create additional Sub-Users (defined above) and manage their respective access rights. Each use of Access Credentials, including their misuse by unauthorised Persons, is at the expense of the Client. The Client is obliged to:
 - a. acknowledge that each Admin User or Sub-User will access the Application using their own Access Credentials and will abstain from any proxy usage. We reserve the rights to cancel the Access Credentials if we find proxy usage,
 - b. acknowledge that the Client, and any Super User or Sub-User of Client does not disclose its Access Credentials to third parties, and
 - c. notify Us immediately of the departure of a director or employee, a Super User or Sub-User to whom Access Credentials were made available. In the interest of maintaining the confidentiality of the Access Credentials, the Client always has the right to ask Us to provide it with new Access Credentials and to cancel existing Access Credentials. Should Client's Super User depart from Client's employ, Client may contact MSE to set up a new Super User and receive new Access Credentials for said new Super User.
- 7.5 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.
- 7.6 We will inform the Client as timely as possible of any temporary interruption for using Online Services. Similarly, the Client shall inform Us if there is any functionality issue with the Client Portals, MyTolls, MyMST and Client Portal Modules.
- 7.7 The Client is prohibited from trying to gain access to information other than that intended expressly for that Client.
- 7.5 Information on the Website.
 - a. 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 the 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.
 - b. 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.
 - c. We strive to make the information on the Website as comprehensive and accurate as possible. The information on the Website is being offered "as is" without any guarantee and We exclude any liability for any use of the Website and the information provided on it.
 - d. We strive to make the Website available without interruption. The Client acknowledges the availability of the Website and Client's use of the Website including the servers upon which the Website is hosted, is on an "as is", "as available" and "with all faults" basis, without any further representation, warranty or condition, express or implied, made on the part of MSTs Tolls. Client's use of the Website is at the Client's sole risk.



7.6 Privacy Statement.

The parties certify and hereby agree to comply with the following terms, conditions, and restrictions related to any Client data and any Personal Information (hereafter defined) contained therein or otherwise exchanged or transferred between the parties. Each party acknowledges and agrees that Client data shall be considered confidential information regardless of whether provided verbally, in written form, or otherwise. Each party further agrees that it shall not, without the prior written consent of the other, (i) sell Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the Services specified in this Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the Services specified in the Agreement; or (iii) retain, use, or disclose Personal Information for any purpose outside the Scope of this Agreement. Client shall ensure, for the duration of the Agreement, that any Client Data and any personal information provided to MSTS Tolls is accurate, reliable, and relevant to the MSTS Tolls program. Client represents that its collection and disclosure of Personal Information to MSTS Tolls, and MSTS Toll's use of such Personal Information in connection with the Purchase Program, shall not violate, or infringe upon an individual's data privacy rights afforded under, any applicable law, statute, or regulation. In the event that Client provides Personal Information to MSTS Tolls, Client acknowledges and agrees that MSTS Tolls shall, in addition to the terms and conditions set forth herein, collect, use, and disclose such Personal Information in accordance with its Website Privacy Center, which may be amended from time to time and is accessible at www.mststolls.com/privacy-center/ and Client shall provide the Privacy Center, or a link thereto, to any individual whose Personal Information is provided to MSTS Tolls by Client. Client hereby authorizes and directs MSTS Tolls to disclose any Personal Information to any third party with whom MSTS Tolls has a business relationship that governs, or otherwise relates to, Client's obligations, responsibilities, Services rendered, or benefits provided for, under MSTS Tolls, provided the third party does not sell the Personal Information. For purposes of this Section, the term "**Personal Information**" means any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information, that is linked or linkable to a specific individual, and that is subject to, or otherwise afforded protection under, an Applicable data protection law.

7.7 Links.

The 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 8 - Data / Processing Data

- 8.1 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. We treat all data referred to in this Clause confidentially, and retain it as required or allowed by law.
- a. 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 this Clause 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 party Service Providers 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 (European Economic Area).
- 8.2. 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).
- 8.3. If the Client has the right of use of a card or Toll device provided by Us pursuant to the Agreement concluded between the Client and Us and that device pertains to a specific Vehicle, then a change of registration number or Vehicle must be communicated to Us immediately.
- 8.4. We can always 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 a device available for use, and We can also require that the signatures of the parties involved are sent to Us.
- 8.5. For Our credit assessment as well as to comply with KYC/AML regulations, MSTS Tolls has the right to gather information from third parties about the Client.
- 8.6. The Client is liable for any incorrect data provided to MSTS Tolls, including:
- details concerning the Vehicle registration mark; and
 - data submitted for the Domain (de-)activation on the Client Portals; and
 - any other data provided to MSTS Tolls, Service Providers and/or Toll Chargers
- 8.7. Processing of Personal Data.
- The performance of the Agreement requires the processing of the Client's Personal Data. However, the processing of Personal Data carried out in the context of the conclusion or performance of the Agreement is subject to strict compliance by the Parties with the applicable European Union regulations.



- b. If the Client is located outside the European Union/European Economic Area, or if the conclusion or performance of this Agreement requires MSE to transfer Personal Data to a recipient in a country outside the European Union/European Economic Area that has not been recognized as guaranteeing a sufficient level of protection by the competent European Union authorities, the obligations of the Parties with regard to data protection and the rules governing such a transfer are supplemented by a data transfer Agreement.
- c. Until the competent European Union authorities update the standard contractual clauses, MSE and the Client concerned recognize that references to Directive 95/46/EC of 24 October 1995 and to the national transposing legislation should be interpreted where relevant as also referring to subsequent standards in force, including European Union Regulation 2016/679 on the protection of natural Persons regarding the processing of Personal Data and on the free movement of such data ("**GDPR**").
- d. MSE and the Client recognize that the version of the standard contractual clauses updated by the competent European Union authorities will replace the data transfer Agreement consisting of the current version of the standard contractual clauses as soon as they take effect.
- e. The said data transfer agreement constitutes a separate Agreement and takes priority over any stipulation in force between the Parties regarding the Agreement. By subscribing to EETS Service and completing the data transfer Agreement acceptance form, the Client declares that it is aware of the said agreement and accepts it in full. Where relevant, acceptance of the Application and the Application of the Agreement depend on the Client's acceptance of the data transfer Agreement.
- f. The Parties agree that if either Party fails to respect the regulations on Personal Data protection or the data transfer Agreement, the other Party is fully entitled to terminate this Agreement without prior formalities through fault of the breaching Party.
- g. For the Application of this clause, all terms relating to Personal Data protection have the meanings defined by the GDPR.

CLAUSE 9 - Information security

The Client shall implement and maintain security controls and measures necessary to protect MSE data from unauthorized access, loss, destruction, disclosure, or use. Without limiting any other right or remedy that MSE may have under the Agreement, the Client shall pay MSE promptly for all expenses or claims associated with any breach of this Clause, including, but not limited to, assessments, fines, losses, costs, penalties, and expenses assessed, incurred, charged, imposed, or collected by a card organization, card issuers or other authoritative bodies.

CLAUSE 10 - Proof of Identity and its Misuse

- 10.1. In order to provide Our Clients with the opportunity to make use of Payment Services, We can make cards, provide On Board Units or other documents available to the Client with which the Client can legitimately present itself to Service Providers and Toll Chargers for that purpose ("**Proof of Identity**"). When the Client does 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. Proof of Identity always remains Our property.
- 10.2. 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.
- 10.3. In event of theft or loss, the Client must simultaneously notify Us, by email and, as well as the police, of the location where the loss or theft (presumably) took place. The Client should use the blocking feature on Our Client Portals indicating the Theft or Lost of the proof of identity.
- 10.4. 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.
- 10.5. The Client must Indemnify Us for the concerned loss upon Our request.

CLAUSE 11 - Standard Pricing and Fees.

- 11.1 We will charge the fees or rates agreed in an Agreement for the Services concluded with the Client. If the Client purchases Services for which no specific rates are specified in an Agreement, We reserve the right to charge the fees and rates set forth on Our Standard Price List. The most current Standard Price List can be requested by contacting Our Customer Support team or your designated Account Manager.
- 11.2 Client will be charged for all Services it requests and are accepted by MSE, regardless of whether it uses self-service via the Client Portals to request said Services, including but not limited to MyTolls, or if Client requests said Services in a non-self-service manner, such as by contacting Us by e-mail or phone.
- 11.3 Several Services are subject to additional Service Provider and/or Toll Charger costs. These costs are specified in the list of Standard Pricing List. We reserve the right to charge these costs to the Client if these costs are passed on to us.
- 11.4 MSE reserves the right to change Standard Price List.
- 11.5 Fines and other financial penalties due to offences committed by the Client on the Network must be paid directly by the Client, not through MSE.

CLAUSE 12 - Rebates and/ or Discounts

- 12.1. **Rebates.** We will pass along any rebate obtained from the Toll Charger to the Client. For the processing of rebates, we reserve the right to charge a Service Fee (hereafter defined), as listed in Our Standard Price List, and will refrain of payments of rebates when the amount does not exceed €75.00.
- 12.2. **Italy.** To benefit from the discounts in Italy determined by the Italian State, Clients must have first joined the MSTs Consorzio (available in Our Client Portal). The Italian State has exclusive power to determine the terms and conditions for the granting of such discounts and



for their amount. MSE has the right to charge a service fee for the calculation and distribution of the discounts. The terms contained in Clause 12.1 shall also apply to Clients who have joined the MSTs Consorzio.

- 12.3. **Distribution of Rebate.** In case the Client is part of a Partner relationship, Partner and Client acknowledge that it is the Partner's responsibility to distribute rebate amounts, if any, minus applicable fees, directly to Client. Any claims, penalty or fines arising from the failure of a Partner to distribute rebate amounts to Client shall be the responsibility of Partner. Under no circumstance shall MSE be held liable for Partner's failure to properly distribute rebate amounts.
- 12.4. We reserve the right to charge a processing / service fee (a "Service Fee"), as may be applicable, to be applied against the rebate or discount which shall be deducted from the amount of the rebate or discount. Applicable Service Fee Rates are listed on our Standard Price List.

CLAUSE 13 – Billing Information; Invoicing

- 13.1. Based on Consumption, MSE will send an invoice and/or billing statement for the sums payable by the Client for the relevant period pursuant to the Transactions recorded and the Services provided in the Networks of the Toll Chargers. Proof of the Client's Consumption will be constituted by the electronic records generated through the Proof of Identity. The information collected by means of the Proof of Identity in accordance with the applicable regulations is considered authentic until proven otherwise.
- 13.2. MSE will produce a billing statement and/or an invoice based upon Consumption of the Client on the basis of the data provided by each Toll Charger for the Networks in which the Client has travelled. For the calculation of amounts due to MSE under this Agreement or other Service Provider Agreement, the indications provided by the MSE information systems will prevail over any other means of calculation, except in cases where the Client provides proof of the malfunction of such systems.
- 13.3. Billing statements, invoices and the related information ("**Billing Information**") will be presented electronically. Billing Information will always be made available to the Client electronically.
- 13.4. Invoices will be issued by MSE with respect to Services rendered hereunder to Client. Client hereby agrees to pay all issued invoices in accordance with the due date indicated on said invoice, and in accordance with all other agreed terms hereof.
- 13.5. MSE may introduce E-invoicing at any time. It will inform the Client thereof by any means, including by sending an email to the address provided upon Application or to any other address provided thereafter, specifying how electronic invoicing will work, including the technical aspects.
- 13.6. 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).
- 13.7. The invoicing and payments due from the Client for the Services (including payments in respect of Tolls) will start from the date on which MSE issues the Card, Vignette or OBUs to the Client.
- 13.8. For the calculation of the amounts due to MSE or the Toll Charger under the Agreement, the information in the MSE computer systems will be considered to take precedence over any other means of calculation, except in cases where the Client can provide evidence of a malfunction affecting these systems.
- 13.9. The invoice does not represent a final settlement of the Client's account. Any omission will be billed subsequently. The Client remains liable for all payments corresponding to all its Consumption, notwithstanding any suspension or termination of the Agreement.
- 13.10. Each Client using the Electronic Toll System Services is responsible for complying with all VAT rules resulting from MSE invoices in the context of its business.
- 13.11. The Client will be obliged to comply with and assume all the obligations incumbent upon the Taxpayers declared in the context of the information it provides to MSE.
- 13.12. The sums due pursuant to the Agreement by the Client will give rise to invoices, which will be paid by direct debit within five (5) to seven (7) business days from the date of the invoice, or prepaid if the Client opts for this payment method (in accordance with the prepayment Terms and Conditions of MSE), in accordance with the amounts and conditions stipulated in the invoice. In the event that the scheduled payment date as per above falls on a Saturday, Sunday, or any public holiday, the payment shall be made on the preceding business day, which is typically the Friday before the weekend or holiday. These payment terms may change, depending on the countries travelled in, subject to the prior consent of the Client. Compliance with the due dates of all amounts payable to MSE is an essential obligation of the Client under the Agreement.
- 13.13. Whenever a Client terminates Services or its account with Us, MSE will have the right to withhold definitively, by way of compensation, all sums paid by the Client, except for the Security Deposit, from which such sums may nonetheless be deducted.
- 13.14. MSE will apply fixed-rate recovery costs for every debit instruction returned unpaid. Without prejudice to its other rights, MSE reserves the right to require the payment of daily interest in the event of total or partial non-payment of an invoice by its due date. Such interest will be calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing Transaction, plus ten (10) percentage points. Such interest will continue to accrue on any outstanding amounts, notwithstanding the termination or expiry of the Agreement for any reason whatsoever.
- 13.15. In the event of the non-payment of all or part of an invoice on its payment date, and after a reminder has been sent by email to no effect, MSE may immediately suspend the provision of the EETS Service. Should the situation of non-payment persist after five (5) business days, MSE may terminate the Agreement with no need for any other formality.
- 13.16. The non-payment of all or part of any invoice within the contractual deadlines will result in all invoices already issued becoming due and payable until all invoiced sums have been paid. All such invoices will therefore be payable from the date of their issue until the date of their payment in full.
- 13.17. Additional compensation may be claimed, with supporting evidence, if the recovery fees incurred are higher than this fixed sum.



CLAUSE 14 – Authorisations for Payment and Collection

- 14.1. If We do not conclude an Agreement 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.
- 14.2. 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.
- 14.3. If it is impossible for Us to collect the sums that have been invoiced, in spite of the authorisation granted to Us pursuant to this Agreement, 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.
- 14.4. In the event of non-timely payment, We reserve the right to charge Clients an interest rate for overdue payment of 7% on yearly basis, invoiced per day outstanding aside from the costs specified in Clauses 13 and 14. 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.
- 14.5. 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 15 - Disputes and claims

- 15.1. **Disputes Regarding Invoices.**
 - a. Disputes pertaining to the amount or content of invoices do not give the Client the right to defer its payment obligation arising wholly or partially from the concerned invoice.
 - b. Disputes pertaining to the amount or the content of the invoices and/or pertaining to a payment obligation from Client where MSE has a framework Agreement with or any other dispute the Client might have regarding their obligations regarding an Agreement or these Terms and Conditions must be submitted in writing within two (2) weeks after the date of the invoice. Disputes 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.
 - c. We will review disputes 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 offset the excess charged to the Client and may be increased by applying statutory interest from time to time at the discretion of MSE, if applicable in accordance with Dutch law as of the date of the invoice.
- 15.2. All claims regarding these Terms and Conditions shall be raised with us no later than 1 year after their triggering event, except that disputes regarding invoices which shall be raised in accordance with the terms of Clause 15.1 hereof.
- 15.3. Notwithstanding Clause 15.1, 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. The terms of this Clause constitute a fundamental and decisive element of the undertaking given by MSE in the context of this Agreement. All Agreements and all agreements that are a consequence of those Agreements are governed exclusively by Dutch law.
- 15.4. All Agreements and all Agreements that are a consequence of those Agreements are governed exclusively by Dutch law.
- 15.5. Any claim in connection with the Services must be submitted to MSE;
 - a. If the claim falls within the Scope of the responsibility of MSE, MSE will examine such claim and respond to it within one month.
 - b. If the claim falls outside of the Scope of the responsibility of MSE and involves, in particular, a claim regarding the amount of a Toll, MSE will forward the claim to the Toll Charger insofar as it is a matter exclusively for the Toll Charger, as MSE is not involved in the calculation of tolls. The claim will then be processed in accordance with the procedure agreed by MSE and the Toll Charger in compliance with the regulatory provisions in force. The conditions governing this procedure will be notified to the Client immediately upon receipt of its claim.
- 15.6. Pursuant to Law No. 2008-561 of 17 June 2008 relating to the reform of the prescription period in civil matters, the period in which a claim must be notified is twelve (12) months from the date of the invoice for every party.

CLAUSE 16 - Financial Security

- 16.1 At all times MSE has the right to require financial security from Our Clients for the payments to be affected by Us to the Service Providers and Toll Chargers. 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.
- 16.2 At the option of the Client, and in all cases under these Terms and Conditions of Our prior Agreement with the selected form of provision of financial security and with the way 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 favor and payable on call both in an amount and with a term of validity to be further agreed upon ("**Bank Guarantee**").
 - b. credit insurance to be taken out by Us at the expense of and in consultation with the Client ("**Credit Insurance**"); or
 - c. any other manner of provision of security, if We have accepted its content and its form in advance, such as a cash security deposit ("**Security Deposit**").

(a Bank Guarantee, Credit Insurance and Security Deposit may be referred to individually or together as "**Financial Security**"). If Financial Security is requested, it will consist either in a Security Deposit charged directly to the Client's bank account, not subject to



interest, a Bank Guarantee provided by the Client, or Credit Insurance. The amount of the Financial Security shall be set by MSE in its sole discretion. The value of Financial Security required may be revised by MSE at any time during the performance of this Agreement at MSE' sole discretion. If the Client refuses, MSE will be entitled to terminate the Agreement, with immediate effect, without notice or compensation and without the need for any formality other than sending a letter by certified mail, return receipt requested to such effect. The amount of the Financial Security is calculated for each OBU. It nevertheless aims to guarantee payment of the amounts due from the Client in respect of its use of Services, whatever the OBUs used or their number. Alternatively, MSE may require its Clients to pay in advance.

CLAUSE 17 – Term and Termination of Agreements

- 17.1. We shall have the right to terminate all Agreements for convenience and without any liability by giving you written notice.
- 17.2. 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 in to 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 (2) 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 or MSTs Tolls.
 - l. In the event of fraudulent use of an OBU entrusted to the Client, whatever the fraudulent use or its cause may be, MSE reserves the right to terminate the Contract as of right, by letter sent certified mail, return receipt requested, without warning or prior notice.
- 17.3. 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.
- 17.4. 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 18 - Termination of Framework Agreements

- 18.1. 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 herein, without prejudice to the options for termination included in every individual Framework Agreement.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. 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.
- 18.6. 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 19 - Liability

19.1. The obligations of MSE under the Agreement are best-efforts obligations. MSE agrees to exercise the utmost care and to apply all the necessary diligence with respect to all provisions of Services hereunder.

a. Limitation of MSE's liability.

- i. Should MSE fail to perform all or part of its obligations under the Agreement, and provided the Client provides proof that MSE is at fault, the Client will have the right to seek compensation for the direct damage it sustained and can prove.
- ii. Regardless of the type, basis and form of action taken against MSE, any compensation for direct damage due to the Client, except in the case of gross negligence by MSE, may not exceed an amount equal to the sums owed by the Client for the Services in the period of two (2) months preceding the events that rendered MSE liable. In the instance where it is the responsibility of Toll Chargers to make calculations or determinations of Tolls, MSE may not be held liable for the consequences of any errors in the said calculation(s) or determination(s) therefore.

b. Exclusion of MSE's liability.

- i. For a maximum of Forty-Eight (48) hours after Cancellation or termination of the Proof of Identity completed properly pursuant to the terms and requirements herein, the Client shall be responsible for any Consumption related to that Proof of Identity. During that Forty-Eight-hour time period, MSE shall have no responsibility for any Consumption recorded.

MSE may not be held liable for the consequences of any OBU Cancellation made by a Person using the identity of the Client or the name of the Client and who is not authorized to represent the Client. The fees payable in respect of any OBU which is not returned, will be invoiced to the Client by MSE.

- ii. MSE may under no circumstances be liable for Consequential Loss, or any punitive or exemplary damages that might be awarded in that party's favour, regardless of negligence or other fault. The Parties expressly agree that the following constitutes indirect damage and does not generate a right to compensation: any financial or commercial damage, including, without limitation, any loss of data or Clients, loss of earnings, additional costs associated with a change-over to another Network or to another issuer in the case of unavailability of the EETS Services, loss of revenue, loss of cost savings, loss of business, loss of profit, any commercial disruption whatsoever, or any loss as a result of a breach or fault by a Toll Charger involved in the performance of the Contract, as well as any action directed against the Client (except for infringement) by a third party.
- iii. Except for cases of intentional acts and willful misconduct of Our managerial staff, We are not liable for any loss, damage, Liabilities, expenses, cost and for personal injury, death, or disease to any Person 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 and liability will be determined in accordance with Applicable Law.
- iv. 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.
- v. 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.
- vi. 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 OBUs.
- vii. Neither party excludes or limits its Liabilities to the extent they may not be excluded under applicable law.

Clause 20 - Insurance

Upon Our request and prior to commencement of performance, Our Client will arrange any insurance required by applicable law and maintain such insurance in effect throughout the duration of the contract. Satisfaction of the obligation to procure insurance and perform other actions in connection with this Article will not relieve Our Client of any other obligations or Liabilities.

CLAUSE 21 - Force majeure

- 21.1. 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 uninterrupted, including but not limited to any strike or industrial dispute, war or other act of violence, natural disaster, water damage, default by a subcontractor attributable to force majeure, the blocking of one or more Networks or the unavailability of the telecommunications Networks or information systems required to provide the Services hereunder, including but not limited to Services hereunder. In no event shall MSE be held liable for the adverse or prejudicial consequences of any force majeure event.
- 21.2. 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.
- 21.3. 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 22 - Compliance with competition laws, Business Principles and HSSE Standards

The Parties expressly undertake to comply with applicable rules on European Union competition law as well as any applicable national laws. The exchange of information required to perform the Agreement shall be limited to what is strictly necessary for achieving the purpose of the Agreement. In particular, the Parties agree not to disclose to each other any information that relates in any way to production capacities, production volumes, sales volumes, import volumes, market shares, clients, pricing information or future business plan.

- 22.1. Our Client agrees to take notice of the Shell General Business Principles, available at www.shell.com/sgbp, and the Shell Supplier Principles available at www.shell.com/suppliers. Our Client agrees that it and each member of Client Group will adhere to the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where Our Client has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of MSE, in connection with this contract and related matters.
- 22.2. Our Client represents that: (i) in connection with this contract and related matters it is knowledgeable about Anti-corruption laws and will comply with those laws; and (ii) Client Group has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other Person, to or for the use or benefit of any government official or any other Person where that payment, gift, promise, or other advantage would comprise a facilitation payment; or violate the relevant Anti-corruption laws. Our Client will immediately notify MSE if Our Client receives or becomes aware of any matter that is prohibited by these provisions. Our Client will ensure that all Transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each Transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged. Our Client will Indemnify MSE Group for any Liabilities arising out of Client's breach of Anti-corruption laws or any related undertakings under this Article.
- 22.3. Our Client will comply with all applicable trade control law and provide MSE with necessary data to comply Trade Control Laws. Our Client will be responsible for obtaining all necessary import, export and customs licences, which may be required by Applicable laws for any Scope and provide applicable conditions, such as those restricting their further export, use, or release. Our Client will ensure that, except with the prior written consent of MSE: (i) that items of materials, equipment, services, or facilities, provided by MSE to Client to perform Scope are not exported, provided, or made available, to any Restricted Jurisdiction or restricted parties; (ii) individuals provided by Client Group to perform work in connection with Scope with access to MSE Group's technical information, information technology resources (including MSE Group's infrastructure), or MSE Group Worksite, are not restricted parties or nationals of a Restricted Jurisdiction; (iii) Our Client will not utilise subcontractors that are restricted parties; and (iv) Our Client will not source any of the goods, software or technology in Scope to be delivered or supplied to MSE under the contract, directly or indirectly, from restricted parties or a Restricted Jurisdiction.
- 22.4. The parties may provide each other with Personal Data in the course of the performance of this contract, the processing and transfer of which will be done in accordance with applicable data law. Each party is a data controller in respect of the Personal Data and the contract. For the avoidance of doubt Our Client may not process, sell, retain, use or disclose the Personal Data for any purpose other than for the specific purpose of performing the Scope specified in the contract or as required or permitted by Applicable data protection law. By signing the contract, Our Client certified that the understand this condition and will comply with it.
- 22.5. Personal Data processed by MSE is governed by the terms of the Privacy Notice - Business Customer, Supplier, Partner or Investors, available at <https://www.shell.com/privacy/b2b-notice.html> and from the relevant Shell Website in each location.
- 22.6. Our Client will take notice of Shell's HSSE principle of Goal Zero and IOGP 459 Life Saving Rules, available at <https://www.iogp.org/life-savingrules/> and will comply with these and other applicable HSSE Standards when on MSE premises.

CLAUSE 23 - No license

Nothing in the Agreement is intended to grant any right to the Client under any patent, copyright or any other intellectual property right, nor shall the Agreement grant the Client any rights in or to the confidential information except as expressly provided under the Agreement.

CLAUSE 24 - No waiver

The fact that one of the parties does not invoke a breach by the other party of any of its obligations shall not be interpreted as a waiver for the future of the obligation in question.

CLAUSE 25 - Entire Agreement.

The Agreement contains the whole Agreement in relation to the obligations of the Parties as far as its purpose is concerned. It cancels and replaces any previous document and Agreement between the Parties.

- 25.1. Should any one of the provisions of the Agreement be found to be invalid or inapplicable, the other provisions shall remain unchanged and shall continue to apply as if the Agreement no longer contained the invalid or inapplicable provisions.
- 25.2. In case of contradictions or inconsistencies between Clauses contained in these Terms and Conditions, the terms of this Clause shall prevail with regards to Our Services.

