

Agreement for using Telepass EU/SAT Toll Box

Multi Service Customer ID*:

Customer name:

* for every individual customer ID a contract need to be signed

Authorised Employee (legal representative):

Name of Full Legal Entity (CoC):

Registered Address (CoC): Registered

Number (CoC):

Postal Address:

City: Country:

Additional contact

Surname/first name:

Job title:

(Postal) Address:

City:

Country:

Telephone

Mobile: E-mail

address:

(the 'Customer'),

hereby requests service provider MS Europe BV ('MSTS') to deliver payment services (pays the toll that will be charged in France, Belgium, Belgian Liefkenshoecktunnel, Portugal, Austria, Italy, Poland A4 and Spain to the Customer), according to the agreement between Customer and MSTS, using the Telepass Toll Box On Board Unit ('OBU'), within the systems used by the toll-chargers in France, Belgium, Portugal, Austria, Italy, Poland A4 and Spain. MSTS will act on behalf of Telepass (which itself is acting in the name and on behalf of the Toll Chargers and the Walloon Region) and will create an account at Telepass, therefore stated the terms and conditions on the following pages.

Clause 1 CONDITIONS FOR SUBSCRIPTION

1.1 MSTS will subscribe customer to Telepass in its capacity as owner, driver, user, renter or sub-lessee of the Heavy Good Vehicles (HGV). This subscription implies acceptance of Telepass Terms and Conditions of the Networks (see Clause 6);

- 1.2 Customer provides MSTs on behalf of Telepass all required vehicle information by registering each of Customers vehicles in MyTolls, the online ordering system of MSTs. ViaPass (the Belgian toll charger) requires correct vehicle data which should be submitted in MyTolls. For each vehicle the Type, the Euronorm, number of Truck axles and Maximum Authorised Weight (kg) must be submitted and correspond with the uploaded vehicle documents (see Clause 1.3);
- 1.3 Customer provides MSTs on behalf of Telepass valid vehicle documents of each of Customers vehicles by uploading a proper copy of the vehicle papers in PDF-format submitted in MyTolls, the online ordering system of MSTs. On each vehicle document the Euronorm and the maximum permissible weight must be provided;
- 1.4 At the moment of subscription, Customer provide MSTs via MyTolls all required vehicle data and shall edit this data in MyTolls immediately;
- 1.5 If the Euronorm class is not stated on the vehicle registration certificate (V9), evidence must be provided. The presentation of this evidence does not affect the payments due for any distances travelled before the verification and, where relevant, confirmation of the information;
- 1.6 In accordance with the published sector declarations, if an incorrect Maximum Authorised Weight is provided or the Maximum Authorised Weight is NOT provided the highest value will be assumed, i.e. over 32 tonnes, and even if evidence is supplied later this will not affect the payments due for the distance travelled before providing the evidence;
- 1.7 Customer thus guarantees the accuracy and veracity of the said documents with regard to the applicable regulations.
- 1.8 Fines
- 1.9 All fines in response to incorrect or incomplete data submitted via MyTolls will be accounted to Customer. No matter who submitted the data.
- ☐ 1.10 Customer wants to use Telepass Toll Boxes for the Belgium Toll
- ☐ does not want to use Telepass Toll Boxes for the Belgium Toll.
- ☐ (PLEASE CHECK)

Clause 2 – APPLIES TO BELGIUM:

- 2.1 With regard to the Belgian mileage tax, the rights and obligations of Customer and of Telepass are described as follows:
- 2.2 For the Brussels-Capital Region by articles 11(4) paragraphs 2, 12, 13, 18, 19, 20, 34, 35, 36, 37 and 38 of the order of 29 July 2015, For the Flanders region by articles 5, 6, 7, 8 and 9 of the decree of 3 July 2015 and articles 3.3.1.0.11, 3.3.1.0.13 and 3.5.3.0.2 paragraph 2 of the Flanders tax code of 13 December 2013, For the Wallonia region by the decree of 16 July 2015 introducing a mileage charge payable by heavy goods vehicles for the use of the road network.
- 2.3 Customer's attention is drawn to the fact that all vehicles travelling on the network covered by the Belgian mileage charge must at all times be equipped with an active tag meeting the requirements of the regulations in force and that all faulty tags must immediately be replaced in accordance with the procedure described by Telepass on the website <https://www.multiservicetolls.com/wpcontent/uploads/T.E.I.-Annex-04-Terms-and-Conditions-of-the-Networks-v.7.0-3.pdf> and in the instructions supplied with the toll tag.

Clause 3 APPLIES TO FRANCE

Customer wishes to benefit from special commercial terms (discounts) for heavy goods vehicles on all motorway companies in France. The commercial conditions differ per French motorway company (13) and some involve fees before Customer can earn benefit of discounts. The fees will be charged by MSTs.

The commercial conditions and fees for discounts can be found at MSTs's website and will be updated frequently.

https://www.multiservicetolls.com/wp-content/uploads/EN_CCP_French_010418.pdf

Clause 4 – APPLIES TO SPAIN

To access discounts on motorways in Spain operated by the ABERTIS group, Customer needs to register its vehicles and vehicle document on the website www.autopistas.com.

For other motorways on the Spanish network, Customer is registered automatically. The commercial conditions and fees for discounts can be found at MSTs's website www.multiservicetolls.com and will be updated frequently.

Clause 5 – SECURED CARPARKS

Customer acknowledges that some secured carparks-providers will be paid automatically with the Telepass Toll Box when the security-system detects the OBU. An overview of the secured carparks can be found on the website of Telepass

<https://www.telepass.com/en/business/services/parkings>.

Clause 6 – AGREEMENT

Customer declares that it has read and expressly accepted this agreement, and in particular MSTs's General Terms and Conditions (Exhibit 1), Viapass Rules of Conduct (Exhibit 2) and the Telepass Terms and Conditions of the Networks, which are incorporated into this agreement by reference and which are also available at <https://www.multiservicetolls.com/wp-content/uploads/T.E.I.-Annex-04-Terms-andConditions-of-the-Networks-v.7.0-3.pdf>.

Customer hereby agrees to the Telepass Terms and Conditions of the Networks and MSTs's General Terms and Conditions and the obligations contained herein. Customer has further agreed to and signed the Viapass Rules of Conduct.

Clause 7 – SPECIFIC CONTRACTUAL CONDITIONS

7.1 Telepass and/or MSTs will send the OBU to Customer upon validation of the contract application.

7.2 Customer declares that it has read and understood the conditions relating to the malfunction, theft, loss or destruction of an OBU, and is particularly aware of the fact that Customer shall still be obligated to pay under and such circumstance.

7.3 Customer shall inform Telepass customer services immediately, who will tell them what to do to implement the emergency procedure, details of which are available on the website at

https://www.multiservicetolls.com/wpcontent/uploads/Viapass_1.0-A4-en-1217.pdf

7.4 and the user guide issued to Customer with the OBU

<https://www.multiservicetolls.com/wp-content/uploads/Sat-box-user-manualEn.pdf>.

Throughout the entire emergency procedure, Customer is required to provide any information requested by Telepass or the Toll Charger and to follow their instructions.

7.5 MSTs shall send to Customer any update or modification to procedures issued to it by Telepass, using the means of communication of its choice (by email or post).

Clause 8 FINANCIAL CONDITIONS

Payment shall be made by Customer in accordance with the invoices sent by MSTs, via direct debit within five (5) days of the invoice date. MSTs reserves the right to request a guaranteed means of payment.

Customer shall provide its bank account information, which shall be used, if applicable, by MSTs and or by Telepass for reimbursement of any undue payments made by Customer.

Clause 9 – INDEMNIFICATION

Customer shall indemnify, defend and hold harmless MSTs, its directors, officers and employees from any penalty, fine or sanction imposed on MSTs due to false, incorrect or incomplete information provided by Customer.

Clause 10 – AMENDMENT

Except as otherwise provided, this agreement shall not be modified except by written agreement signed by Customer by its respective authorized officer.

Clause 11 – TERMS, CONDITIONS AND TERMINATION

This agreement shall enter into force on the date of its signature. Either party shall be entitled to terminate this agreement, in whole or in part, at any time, by blocking the tags in MyTolls. On termination of this agreement, all the outstanding claims and amounts MSTs has in respect of Customer will become immediately due and payable.

This agreement is subject to the terms and conditions of MSTs, the Viapass Rules of Conduct and the Telepass Terms and Conditions of the Networks. In the event of any inconsistency, the agreement will prevail over the terms and conditions of MSTs, the Viapass Rules of Conduct and the Telepass Terms and Conditions of the Networks.

I accept and agree the application of the Terms and Conditions of MSTs, the Viapass Rules of Conduct and the Telepass Terms and Conditions of the Networks which will apply in the following order of priority:

- MSTs General Terms and Conditions, available at our customer service +31 70 319 90 00
- Viapass Rules of Conduct
- Telepass Terms and Conditions of the Networks, available at:

<https://www.multiservicetolls.com/wp-content/uploads/T.E.I.-Annex-04-Terms-andConditions-of-the-Networks-v.7.0-3.pdf>

Please sign, print, scan and e-mail to your Customer Support team.

Date:

Signature:

Name of Signatory:

Name of Full Legal Entity:

Company stamp: