

TERMS & CONDITIONS

ØRESUNDBIZZ® BUSINESS

Introduction

Definitions of key terms are set out in Appendix I to the Agreement.

1. Agreement

1.1 The parties to the Agreement and subject matter

This Agreement may only be undertaken by companies and self-employed persons. These conditions apply between BroBizz A/S and the Customer who has an ØresundBizz® transponder in connection with a Discount Agreement with ForSea Helsingborg AB. This Agreement relates to BroBizz A/S' charging and invoicing of the Customer in connection with the Customer's use of the ØresundBizz® transponder in relation to ForSea Helsingborg AB's Ferry Services (the "Agreement"). In case of conflict between the Agreement and the other contractual conditions between BroBizz A/S and the Customer, then the other agreed conditions prevail.

The Customer's agreement with the Øresundsbro Consortium regarding the Customer's ØresundBizz® transponder continues without changes and independent of this Agreement.

1.2 Agreement period and notice

The Agreement will remain valid until terminated, which both parties can do with 14 days' notice. BroBizz A/S may change these terms and conditions and the fees with 14 days' notice.

1.3 Credit assessment

Prior to entering an Agreement for payment by invoice (see Section 3.3), BroBizz A/S may carry out a credit assessment on the Customer. BroBizz A/S can also seek information on the Customer's financial situation. BroBizz A/S reserves the right to demand collateral from the Customer when entering the Agreement and thereafter.

1.4 Assignability

The Agreement cannot be assigned to a third party by the Customer. BroBizz A/S is entitled to assign its rights and obligations under the Agreement without the consent of the Customer.

1.5 Information to be provided when concluding the Agreement

When concluding the Agreement, the Customer is required to disclose the vehicle's registration number. BroBizz A/S reserves the right to require additional special information about the vehicle, such as weight, and environmental class if ForSea Helsingborg AB requires this additional information.

1.6 Information provided in cases of incorrect amounts collected

The Customer must always check that the correct price for the passage/ service has been charged and that it corresponds to ForSea Helsingborg AB's rates for the Customer's vehicle weight and size etc. If there is an incorrect charge, the Customer is obliged to inform BroBizz A/S so that there can be payment/ reimbursement in accordance with the correct price for the vehicle in question.

1.7 Changes to Customer information

The Customer is responsible for ensuring that all information provided is correct and up to date. The information held can be found at the BroBizz A/S self-service page, located at www.brobizz.com, where the Customer can also update his information (see also Section 7.2) It is the responsibility of the Customer to notify changes to the associated payment card, as well as the vehicle registration number and other information as may be required in Section 1.5.

BroBizz A/S will only disclose the changes in the Customer's information to ForSea Helsingborg AB for the purpose of the Discount Agreement between the Customer and ForSea Helsingborg AB. BroBizz A/S will not disclose any of the Customer's information to the Øresundsbro Consortium or other operators with respect to this Agreement.

1.8 Discount agreements

It is the responsibility of ForSea Helsingborg AB as provider of the Discount Agreement with the Customer associated with the Customer's ØresundBizz® transponder to deduct the discount from the amount that ForSea Helsingborg AB will charge the Customer via BroBizz A/S. In dealings the Customer and BroBizz A/S, it is not an incorrect charge if BroBizz A/S has charged the standard price, which is stated for passage etc. for the vehicle in question excluding Discount Agreements or other special price agreements. The price difference in these cases is irrelevant to BroBizz A/S and is solely a matter between ForSea Helsingborg AB and the Customer (see also Sections 1.10 and 7.2).

1.9 Loss of the ØresundBizz® transponder

If the ØresundBizz® transponder is lost, for example through theft from the vehicle or premises where it is stored, or the Customer is otherwise aware of its misappropriation or unauthorised use, the Customer must immediately inform BroBizz A/S by telephone on +45 70 20 70 49 or at www.brobizz.com. BroBizz

A/S will then blacklist the ØresundBizz® transponder, so that it cannot be used with respect to the Ferry Services based on the Discount Agreement with ForSea Helsingborg AB. There can be up to 24 hours delay before the blacklist comes into force with ForSea Helsingborg AB. At the same time, the Customer shall also block the ØresundBizz® transponder with the operator, in order for the transponder not to be used in an unauthorised way.

1.10 Rules for the use of ForSea Helsingborg AB' Ferry Services

The use of ForSea Helsingborg AB's Ferry Services will be subject to the terms and conditions that ForSea Helsingborg AB has set. At ForSea Helsingborg AB's website, you can find further information on the use of ForSea Helsingborg AB's Ferry Services. BroBizz A/S initiates payment only for the passage/service with ForSea Helsingborg AB; and the Customer is therefore only entitled and obliged directly to ForSea Helsingborg AB in relation to the passage/service. Disputes regarding the Customer's passage/use are subject to the rules governing the passage/service of ForSea Helsingborg AB. BroBizz A/S accepts no liability for the passage/service, however, see Section 5.1.

2. Liability

2.1 The Customer's liability for authorised use

The Customer is responsible for all use within this Agreement, herein of the ØresundBizz® transponder with respect to the Ferry Services based on the Discount Agreement with ForSea Helsingborg AB, until the Agreement is terminated or the Customer requests BroBizz A/S to blacklist the ØresundBizz® transponder, subject to a 24 hour delay. However, see also Section 5.1. BroBizz A/S is liable for misuse of the ØresundBizz® transponder after 24 hours of receipt of the Customer's notification.

3. Payment Terms

3.1 Payment for use

Payment for a passage/service with ForSea Helsingborg AB, where the ØresundBizz® transponder is used as a means of identification, is done through BroBizz A/S according to the applicable rates of ForSea Helsingborg AB.

3.2 Payment by debit/credit card

Where the Customer pays by debit/credit card, payment for passage/service is made via the designated payment card immediately after the ØresundBizz® transponder has been used. BroBizz A/S will subsequently issue the specification to the Customer.

3.3 Payment through invoice

Where the Customer pays upon invoice, this is undertaken by BroBizz A/S according to the agreed terms and at the agreed intervals.

3.4 Currency conversion

Where ForSea Helsingborg AB payment is required in currencies other than the currency set for the Agreement, the price of passage/service with ForSea Helsingborg AB is converted from that currency to the Agreement currency using the official exchange rate at the end of the previous month, plus 1%.

3.5 Fees

BroBizz A/S may charge an administration fee of DKK 200, where BroBizz A/S has incurred expenses for the reversal of the Customer's payment for passage/ service by the Customer's payment card issuer (chargeback) and this reversal is later found to be unwarranted.

In instances of late payment, there will be a fee of DKK 100 for the first reminder and DKK 150 for other reminders. The payment is always first applied to accrued interest and fees and after that instalments of the principal amount. Interest levied for late payment is charged from the date that payment becomes due at the rate set out in the law on interest.

4. Breach of contract

4.1 Termination of the Agreement

In the event of material breach of the Agreement, BroBizz A/S may cancel the Agreement with immediate effect. The ØresundBizz® transponder will then immediately be blacklisted.

4.2 Factors considered to be material breach

The following factors shall be considered to be a material breach:

- The Customer's failure to pay in a timely manner.
- Failure to report information as referenced in Sections 1.5-1.7.
- The Customer is put into administration or is declared bankrupt.

5. Liability

- 5.1 BroBizz A/S' compensation liability
BroBizz A/S disclaims any liability for use of the ØresundBizz® transponder, unless the condition is due administrative errors at BroBizz A/S. With regard to a failed blacklist of the ØresundBizz® transponder after termination of the Agreement or after receipt of a request to blacklist, see Sections 1.9 and 4.1.

6. Use and sharing of information about the Customer

- 6.1 Collecting information from the Customer
When concluding the Agreement, the Customer must provide a range of information, including the company name, company registration number, contact person, any payment card and registration numbers as well as other information (see Section 1.5). This information may concern identified or identifiable individuals and therefore be subject to personal data legislation. Contact information may also be used by BroBizz A/S for informational purposes for the Customer. If the Customer has given consent, BroBizz A/S, may send newsletters and promotions to the Customer by mail or email.
- 6.2 Collecting information from ForSea Helsingborg AB
BroBizz A/S receives information from ForSea Helsingborg AB on the use of the ØresundBizz® transponder, including the ØresundBizz number, time and location of passage. Depending on ForSea Helsingborg AB, BroBizz A/S may also receive the vehicle registration number. The information is used for the implementation of the payment. When there are objections etc. from the Customer in accordance with Section 7.1, BroBizz A/S can require further documentation, including photographs.
- 6.3 Disclosure of Customer Information
Information on the Customer's contract with BroBizz A/S can be provided to ForSea Helsingborg AB for purposes including enforcement or updating of information. By acceding to the Agreement, the Customer consents to the exchange of information.
- 6.4 Exchange of information
The Customer has concluded a Discount Agreement with ForSea Helsingborg AB in accordance with Section 1.8, and BroBizz A/S can exchange information with ForSea Helsingborg AB, including name, address, telephone number, email address and possibly vehicle registration number, in order to update the information about the Customer. By acceding to the Agreement, the Customer consents to the exchange of information.
- 6.5 Blacklist
If an ØresundBizz® transponder has been blacklisted, BroBizz A/S sends the ØresundBizz® transponder identification number to ForSea Helsingborg AB to prevent the ØresundBizz® transponder from being used on ForSea Helsingborg AB's Ferry Services after being blacklisted. BroBizz A/S will not disclose information about an ØresundBizz® transponder that has been blacklisted to Øresundsbro Consortium or other operators in accordance with this Agreement.
- 6.6 Customer's rights according to the Danish Data Protection Act
According to the Danish Data Protection Act, the Customer has right of access to the information held and may at any time object to the processing of Customer information. BroBizz A/S' contact information is at the end of this Agreement.

7. Enquiries regarding the Agreement and communication with the Customer

- 7.1 Questions and objections raised over the Agreement etc.
The Customer can always contact BroBizz A/S with questions about the Agreement and payment demands by ForSea Helsingborg AB. BroBizz A/S will, as far as possible, assist the Customer with answering questions and complaints.
- 7.2 Objections and appeals, etc.
BroBizz A/S deals with the Customer's objections, appeals, etc. relating to the Agreement. The Customer's objections, appeals, etc. about the passage/service with ForSea Helsingborg AB, a/o wrongly charges price (See Section 1.8), are solely a matter between the Customer and ForSea Helsingborg AB. The Customer's objections, appeals, etc. concerning the actual passage/service are processed and therefore finally determined by ForSea Helsingborg AB.
- 7.3 Communication with the Customer
BroBizz A/S reserves the right to exchange information with the Customer via BroBizz A/S' self-service page at www.brobizz.com, subject to Sections 7.4-7.5.

- 7.4 Changes to terms and conditions etc.
Notification of new terms and other messages to the Customer can be sent by regular mail, email and SMS or can be notified on My Account. Changes that are not a disadvantage to the Customer can be made without notice by announcing the changes on BroBizz A/S' website. Changes in fees can - amongst others - be made due to inflation, changes in the market, with the aim of avoiding increased charges, losses, taxes, tolls, in order to maintain or improve the efficiency, the contribution margin or the capital base, to obtain administrative savings caused by changes in legislation, other regulation or interpretation hereof caused by other business or markets conditions

- 7.5 Invoices and statements
Invoices are sent to the email address that the Customer has provided to BroBizz A/S. Account statements are made available to the Customer through BroBizz A/S' self-service page at www.brobizz.com.

- 7.6 Deadline for complaints
If the Customer wishes to raise an objection concerning a charge, it must be done within 30 days of the Customer's receipt of the invoice. In other instances, the specified deadlines are calculated from the time that the information is made available via the self-service page at www.brobizz.com.

8. Legal jurisdiction and applicable law

- 8.1 The Agreement
The Agreement between the Customer and BroBizz A/S is subject to Danish law. Disputes are brought before the Copenhagen City Court.
- 8.2 Passage/service
Disputes concerning passages/services with ForSea Helsingborg AB are subject to the rules agreed between the Customer and ForSea Helsingborg AB and the rules that otherwise are applicable for the passage/service concerned.

Enquiries to BroBizz A/S can be made by telephone on +45 70 20 70 49 or by writing to BroBizz A/S, Vester Søgade 10, 1601 Copenhagen V or at kundeservice@brobizz.com (customer service email). In addition, reference can be made to www.brobizz.com for details.

Appendix I: Glossary

The "Agreement" is this ØresundBizz® agreement.

The "Ferry Services" are the ferry services Helsingør-Helsingborg and Helsingborg-Helsingør of which ForSea Helsingborg AB is the owner and operator.

"ForSea Helsingborg AB" is the owner and operator of the Ferry Services Helsingør-Helsingborg and Helsingborg-Helsingør. In accordance with an agreement with BroBizz A/S, ForSea Helsingborg AB has transferred the administration of the Customer's Discount Agreement with ForSea Helsingborg AB including the payment and invoicing of the Customer's use of an ØresundBizz® transponder on ForSea Helsingborg AB Ferry Services to BroBizz A/S.

The "Customer" is BroBizz A/S' contracting party under the Agreement.

The "Discount Agreement" is the Customer's agreement with ForSea Helsingborg AB connected to the Customer's ØresundBizz® transponder regarding discounts and advantages when using ForSea Helsingborg AB's Ferry Services.

The "ØresundBizz® number" is the ØresundBizz® transponder's unique serial number.

The "ØresundBizz® Transponder" is a DSRC transponder that can communicate with ForSea Helsingborg AB, and which can register the passage etc.