

**TERMS &
CONDITIONS
BROBIZZ® Erhverv
(BUSINESS) -
EuroBizz**

Introduction

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

I. The Agreement

- 1.1 The parties to the Agreement and subject matter
These conditions apply between BroBizz A/S and the Customer about the Customer's use of the EuroBizz transponder. This Agreement may only be undertaken by companies and self-employed persons. The Customer's use of the BroBizz® transponder, Number Plate Recognition or Requisitions is subject to another set of Terms & Conditions. As part of the Agreement, BroBizz A/S enters into agreements with Operators about discounts and other advantages when using the EuroBizz transponder with the Operator in question, see Section 1.8. In case of conflict between the Agreement and the parties' other contractual conditions, the other contractual conditions prevail.
- 1.2 Agreement period and notice
The Agreement will remain valid until terminated, which both parties can do with 14 days' notice. Upon termination of the Agreement, the Customer shall return the EuroBizz transponder to BroBizz A/S, so that BroBizz A/S receives the EuroBizz transponder no later than 30 calendar days after the date on which the Agreement was terminated. If the 30 calendar days are exceeded, BroBizz A/S is entitled to charge the Customer a fee for each EuroBizz transponder that BroBizz A/S did not receive. The list of fees found at www.brobizz.com shows the applicable fees. Please read more about returning the EuroBizz transponder in Section 2.7.
- 1.3 Credit assessment
Prior to entering an Agreement, BroBizz A/S may carry out a credit assessment regarding the Customer. BroBizz A/S may also, from time to time, 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 relevant company information, contact information, vehicle data as well as the registration number. Apart from contact information, etc., BroBizz A/S reserves the right to require additional information about the vehicle, such as weight and environmental class, etc., depending on the Operator for which the vehicle is to be used.
- 1.6 Information provided in case of the collection of incorrect amounts
The Customer shall always check that the Customer pays the correct price for the passage/service corresponding to the Operator rates for the Customer's vehicle weight and size, etc. If there is an incorrect charge, the Customer is obligated to inform BroBizz A/S, so that there can be payment/reimbursement corresponding to the correct price for the vehicle in question.
- 1.7 Changes to Customer information
The Customer is responsible for ensuring that all information provided (incl. e-mail address) is correct and up to date. The registered information can be found at the BroBizz A/S self-service page, located at www.brobizz.dk, or in the BroBizz App, where the Customer can also update his information, see also Section 10.3. Similarly, it is the responsibility of the Customer to give notice of any changes to the associated payment card, information on vehicle data, the registration number as well as any other information as may be required for the Customer under Section 1.5. The Customer is obligated to delete the registration number of a vehicle associated with a EuroBizz transponder via BroBizz A/S' self-service page if the Customer no longer has the vehicle at his disposal.
- 1.8 Rebate agreements
BroBizz A/S may enter into rebate agreements with the Operators who provide the Customer with discounts and other advantages using the EuroBizz transponder when passing the Operator in question. When BroBizz A/S has entered into a new rebate agreement with an Operator, BroBizz A/S will inform the Customer about the discounts and advantages the Customer can obtain with the Operator using the EuroBizz transponder. The Customer will only receive electronic marketing from the Operator with which BroBizz A/S has entered into a rebate agreement, if the Customer has consented to this. The Customer can always find information about rebate agreements on www.brobizz.com.
- 1.9 Agreements between the Customer and the Operator
If the Customer has entered into a rebate agreement directly with an Operator

without BroBizz A/S' knowledge, the Operator shall include the discount in the amount the operator charges from the Customer through BroBizz A/S. In the relation between the Customer and BroBizz A/S, it does not constitute an incorrect charge if the charge has been levied in accordance with the standard price listed for passages, etc. for the vehicle in question excluding subscriptions to rebate agreements or other special price agreements. The price difference in these cases is irrelevant to BroBizz A/S and is solely a matter between the Operator offering the rebate agreement and the Customer, see also Sections 3.3 and 10.2.

2. Supply and return of the EuroBizz transponder

- 2.1 Supply of the EuroBizz transponder
Upon entering the Agreement, the Customer will be provided with the number of EuroBizz transponders the Customer ordered. A EuroBizz transponder shall only be used for the vehicle the Customer registered when he entered into the Agreement. The EuroBizz transponder remains the property of BroBizz A/S at all times. Other transponders or products that may be provided to the Customer are provided on the terms applicable for the transponders or products in question.
- 2.2 Installation of the EuroBizz transponder
The Customer is obligated to mount the EuroBizz transponder, when in use, on the windscreen according to the installation instructions.
- 2.3 Multiple transponders in the vehicle
The Customer should not carry more than one active transponder in the vehicle when passing through the Payment Facilities. If there are multiple active transponders, there is a risk that the Operator will register the vehicle's passage on several transponders, including on the EuroBizz transponder. Such charge shall not be deemed unjustified and is therefore the Customer's own responsibility.
- 2.4 Loss of the EuroBizz transponder
If the EuroBizz transponder is lost, for example through theft from the vehicle or premises where the EuroBizz transponder is stored, or the Customer is otherwise aware of misappropriation or unauthorized use of the EuroBizz transponder, the Customer must immediately notify BroBizz A/S by telephone on +45 70 20 70 49 or at www.brobizz.dk. BroBizz A/S will then blacklist the EuroBizz transponder, so that it cannot be used. There can be up to 48 hours delay before the blacklisting comes into force with the Operators. After this, the EuroBizz transponder cannot be reopened and remains permanently on the blacklist. In the event of such permanent blacklisting of the EuroBizz transponder, BroBizz A/S is entitled to charge the Customer a fee for the EuroBizz transponder. The list of fees found at www.brobizz.com shows the applicable fees.
- 2.5 Replacement of the EuroBizz transponder
A EuroBizz transponder may be replaced following prior contact with customer services. The Customer shall return the EuroBizz transponder to BroBizz A/S at the Customer's own risk and expense, and BroBizz A/S must receive it no later than 30 calendar days after the Customer has ordered the replacement with BroBizz A/S' customer services. If the 30 calendar days are exceeded, BroBizz A/S is entitled to charge the Customer a fee for the EuroBizz transponder. The list of fees found at www.brobizz.com shows the applicable fees. Please read more about returning the EuroBizz transponder in Section 2.7.
- 2.6 Freeze the EuroBizz transponder temporarily
It is possible for the Customer to freeze the EuroBizz transponder temporarily following prior contact with BroBizz A/S' customer services. In the event of a temporary freeze, the Customer is responsible for any use of the EuroBizz transponder up until the freeze takes effect with the Operators. In the event of temporary freezes for 60 successive calendar days, the EuroBizz transponder is permanently blacklisted and cannot be reopened. In the event of a permanent blacklisting of the EuroBizz transponder, BroBizz A/S is entitled to charge the Customer a fee for the EuroBizz transponder. The list of fees found at www.brobizz.com shows the applicable fees.
- 2.7 Returning the EuroBizz transponder
The Customer returns a EuroBizz transponder to BroBizz A/S at the Customer's own expense and risk. The return of the EuroBizz transponder will not be deemed in time until BroBizz A/S acknowledges receipt hereof. The Customer shall pay all expenses in connection with the return of the EuroBizz transponder. If a EuroBizz transponder is not returned undamaged, BroBizz A/S is entitled to charge the Customer a fee. The list of fees found at www.brobizz.com shows the applicable fees.

3. Use of the EuroBizz transponder

- 3.1 The EuroBizz transponder as a means of identification
The Customer may use the EuroBizz transponder as a means of identification with the Operators, with which BroBizz A/S has an affiliation agreement. The Customer can always find a list at www.brobizz.com of all the Operators with

which BroBizz A/S has entered into an agreement on the use of the EuroBizz transponder. The Customer is at all times responsible for familiarizing himself with the updated terms applicable to the use of the EuroBizz transponder with the individual Operators, including BroBizz A/S' partners in EasyGo. Some Operators may require a special contractual basis.

3.2 The Customer's choice of means of identification

The Operators offering use of the EuroBizz transponder for the Customer's passage/service will inform the Customer by the posting of signs at the Payment Facilities of specific lanes for automatic payment, where to inquire in order to pay with the EuroBizz transponder for the relevant passage/service.

3.3 Rules for the use of Payment Facilities

The use of Payment Facilities and other services is subject to the terms and conditions that each Operator has set. At www.brobizz.dk and www.easygo.com, the Customer can find a list of Operators with links to their websites at any time. BroBizz A/S only initiates payment for the passage/service in question with the Operator; and in relation to the passage/service, the Customer is therefore only entitled and obligated directly to the Operator in question. Disputes regarding the Customer's passage/use with the Operator are subject to the rules governing the passage/service in question. BroBizz A/S accepts no liability for the passage/service, however, see Section 8.1.

3.4 Multiple passages/services

When using the EuroBizz transponder, the BroBizz transponder, Number Plate Recognition or Requisitions for multiple passages/services with one Operator within one month, the payment for the relevant passages/services with the Operator can be collected as one amount via BroBizz A/S.

3.5 Video scanning of registration numbers

In the event the Operator does not scan the EuroBizz transponder correctly during the passage/service, the Operator may in some cases send the bill to BroBizz A/S based on the scanned registration number for the vehicle during the specific passage/service. BroBizz A/S is entitled to charge the Customer for the passage/service based on information from the Operator on the scanned registration number.

4. The Customer's liability

4.1 The Customer's liability for use

The Customer is responsible for all use under this Agreement, including use registered with the EuroBizz transponder, until the Agreement is terminated or the Customer requests BroBizz A/S to blacklist the EuroBizz transponder permanently, subject to a 48 hour delay. However, see also Section 8.1. BroBizz A/S is liable for misuse of the EuroBizz transponder after 48 hours of receipt of notification from the Customer.

5. Payment Terms

5.1 Payment for use

Payment for a passage/service with an Operator, where the EuroBizz transponder has been used as a means of identification, etc., is done through BroBizz A/S according to the applicable rates of the Operator in question. If BroBizz A/S has entered into a rebate agreement with the Operator in question, the price pursuant to the rebate agreement applies.

5.2 Payment by debit/credit card

If the Customer has agreed to payment with a debit/credit card, payment for passage/service is made on the agreed terms and at the agreed intervals via the designated payment card. If BroBizz A/S charges any fees regarding the EuroBizz transponder pursuant to Sections 1.2, 2.4-2.7, 5.6 and 7.3, the amount will be charged to the designated payment card immediately. Subsequently, BroBizz A/S will issue a specification to the Customer. The specification can be found under "My Account" under "Payments". Upon enquiry to kundeservice@brobizz.com, the specification can be sent by email or ordinary post, subject to a fee.

5.3 Payment by invoice

If the Customer has agreed to payment by invoice, BroBizz A/S will issue such invoices according to the agreed terms and at the agreed intervals. If BroBizz A/S charges any fees regarding a EuroBizz transponder pursuant to Sections 1.2, 2.4-2.7, 5.6 and 7.3, said fees will be itemized on the next invoice.

5.4 Currency conversion

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

5.5 The Customer's agreement with the Operator

If the Customer has entered into an agreement directly with an Operator, the Customer can, however, be invoiced/charged directly with regard to passages/services made pursuant to such an agreement – provided this has been agreed with the Operator. BroBizz A/S has no control over and therefore no responsibility for direct charges from an Operator.

5.6 Late payment by the Customer

If the Customer does not make payment within the time limit, BroBizz A/S is entitled to blacklist the EuroBizz transponder permanently. In the event the BroBizz transponder is blacklisted permanently, BroBizz A/S is entitled to charge the Customer a fee for the EuroBizz transponder. The list of fees found at www.brobizz.com shows the applicable fees.

6. Fees

In the event of late payment, BroBizz A/S will charge a fee of DKK 100 for the first reminder and DKK 100 for any 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 Danish Interest Act.

Additionally, BroBizz A/S charges fees and compensation for a number of services in connection with the Agreement pursuant to the list of fees.

7. Breach of contract

7.1 Termination of the Agreement

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

7.2 Circumstances constituting material breach

The following circumstances, among others, constitute a material breach:

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

7.3 In the event the Agreement is terminated, the Customer shall return the EuroBizz transponder to BroBizz A/S, so that BroBizz A/S receives the EuroBizz transponder no later than 30 calendar days after the date on which the Agreement was terminated. If the 30 calendar days are exceeded, BroBizz A/S is entitled to charge the Customer a fee for each EuroBizz transponder that BroBizz A/S did not receive. The list of fees found at www.brobizz.com shows the applicable fees. Please read more about returning the EuroBizz transponder in Section 2.7.

8. The liability of BroBizz A/S

8.1 BroBizz A/S' liability for damages

BroBizz A/S disclaims any liability for the use of the EuroBizz transponder, unless the circumstances are due to BroBizz A/S' administrative errors. Regarding failure to blacklist after termination of the Agreement or a request to blacklist, see Sections 2.4 and 4.1.

9. The use and sharing of information about the Customer

9.1 Collection of information from the Customer

When concluding the Agreement, the Customer shall provide a range of information for use in the administration of the Agreement, including the company name, company registration (CVR) number, contact person, any payment card number and registration number as well as other information (see Section 1.5). BroBizz A/S may also use the contact information to send information to the Customer and for the preparation of general analyses of use patterns, surveys of customer segments, etc. with a view to support the operation and marketing of BroBizz A/S and BroBizz A/S' partners. If the Customer has given consent, BroBizz A/S may send electronic newsletters and offers to the Customer by email.

9.2 The processing of information from Operators

BroBizz A/S receives information from Operators on the use of the EuroBizz transponder, including the EuroBizz number, time and location of the passage/service. Depending on the Operator, BroBizz A/S may also receive the vehicle registration number. The information is used for the payment, and, in accordance with applicable laws, for the preparation of general analyses of use patterns, surveys of customer segments, etc. with a view to support the operation and marketing of BroBizz A/S and BroBizz A/S' partners. In case of objections, etc. from the Customer in accordance with Section 10.1, BroBizz A/S can require further documentation, including photographs. The information is also used for forwarding service announcements via SMS in accordance with

Section 10.3.

9.3 Disclosure of Customer information

Information on the Customer's Agreement with BroBizz A/S can be disclosed to Operators, EasyGo and TelePass S.p.a for the purpose of validation, enforcement or updating of information, among other things. By acceding to the Agreement, the Customer consents to the exchange of information.

9.4 Exchange of information

If the Customer has concluded a direct agreement with an Operator in accordance with Section 1.9, BroBizz A/S can exchange information with the Operator, including name, address, telephone number, e-mail address and vehicle data, including the 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.

9.5 Blacklisting

If the chosen means of identification or the Agreement has been blacklisted, BroBizz A/S discloses the EuroBizz transponder identification number and/or the vehicle's registration number to the Operators to prevent the EuroBizz transponder from being used for passage, etc. after being blacklisted.

9.6 The Customer's rights according to applicable laws on personal data

According to the applicable laws on personal data, the Customer has the right to access the registered information and may also object to the processing of Customer's information at any time. BroBizz A/S' contact information is found at the end of this Agreement. Moreover, the Customer may withdraw consent under Sections 9.3 and 9.4. If the Customer withdraws consent, this will be regarded as the Customer's termination of the Agreement pursuant to Section 1.2.

10. Enquiries regarding the Agreement and communication with the Customer

10.1 Questions about and objections to the use of EuroBizz transponder

The Customer can always contact BroBizz A/S with questions about the Agreement, rebate agreements, the use of the EuroBizz transponder and payment demands by the Operators. As far as possible, BroBizz A/S will assist the Customer with answering questions and complaints.

10.2 Objections, complaints, etc.

BroBizz A/S processes the Customer's objections, complaints, etc. relating to the use of the EuroBizz transponder and the Agreement. The Customer's objections, complaints, etc. about the passage/service itself with an Operator, including wrongly settled discounts, etc., See Section 1.9, are solely a matter between the Customer and the Operator in question. The Customer's objections, complaints, etc. concerning the actual passage/service are processed and therefore finally determined by the Operator in question.

10.3 Communication with the Customer

BroBizz A/S may exchange information with the Customer via BroBizz A/S' self-service page at www.brobizz.com. Additionally, BroBizz A/S reserves the right to send notifications to the Customer via SMS to inform the Customer of relevant local circumstances, or when traffic conditions, safety considerations or other specific circumstances according to BroBizz A/S' assessment make the notification necessary. By accepting these terms, the Customer consents to BroBizz A/S sending notifications about the above-mentioned conditions based on location data. The access to sending SMS will only be used for marketing purposes if the Customer has consented to this.

10.4 Use of the EuroBizz transponder

The Customer can find an overview of his use of the EuroBizz transponder at www.brobizz.com.

10.5 Changes to the terms and conditions, etc.

BroBizz A/S may change the Agreement, including the list of fees, giving fourteen (14) days' notice. Notification of the new terms and other messages to the Customer can be sent by regular mail, e-mail and SMS, possibly in combination with "My Account".

10.6 Invoices and account statements

Invoices are sent to the e-mail address that the Customer has provided to BroBizz A/S. Account statements are made available to the Customer through "My Account".

10.7 Time limit for objections

If the Customer wishes to object to a charge, he must do so within 30 calendar days of the Customer's receipt of the invoice. In other instances, the specified time limits are calculated from the time that the information is made available via "My Account".

11. Legal jurisdiction and applicable law

11.1 The Agreement

The Agreement between the Customer and BroBizz A/S is subject to Danish law. Disputes shall be brought before the Copenhagen City Court.

11.2 The passage/service

Disputes concerning passages/services with an Operator are subject to the rules agreed between the Customer and the Operator, or the rules that otherwise apply for the passage/service in question.

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

Appendix I: Definition of key terms

The "Agreement" is this BroBizz®-Erhverv (Business) - EuroBizz Agreement.

"Payment Facilities" represent bridges, toll roads, car parks and other services that require payment for passage or use of a service.

The "BroBizz transponder" is a DSRC transponder that communicates with the Operator, and registers the Customer's passage, etc.

The "EuroBizz transponder" is a DSRC and Satellite transponder that communicates with the Operator, and registers the Customer's passage, etc.

The "EuroBizz number" is the EuroBizz transponder's unique serial number.

The "Number Plate Recognition" represents the automatic registration of the number plate taking place when passing Payment Facilities, whereby the Operator identifies the vehicle and registers the Customer's passage, etc.

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

The "Operator" is a provider of Payment Facilities, car parks or other places where the EuroBizz transponder can be used as a means of identification.

"Requisition" represents a code, etc., ordered with an Operator that gives access to the use of Payment Facilities.