

RULES AND CONDITIONS OF THE "GO BY TELEPASS" SERVICE REGULATED BY THE "GO BY TELEPASS ONLINE" CONTRACT

PREMISE: RECIPIENTS AND TYPE OF SERVICES GOVERNED BY THIS CONTRACT

Part I - TELEPASS S.p.A., a joint-stock company with a single shareholder, subject to the management and coordination of Atlantia S.p.A. - Share Capital: € 26,000,000.00 fully paid - Tax code and registration number in the Rome Companies Register: 09771701001 - REA-ROMA n. 1188554 VAT No. 09771701001 - Registered Office: Via A. Bergamini, 50 - 00159 Roma (hereinafter "Telepass"), if there are no pending charges for previous unpaid debts, or, for previous resolutions due to non-fulfilment by the Customer under the conditions of contracts relating to the Telepass Family service or other contractual relationship with Telepass or with another Group company, will activate - for persons who make a request online through the website, the dedicated app or any other channels activated by Telepass (the "Customers"), in the cases and under the conditions indicated below - the service called "GO by Telepass" regulated by this contract (hereinafter, the "GO by Telepass Online Contract" or just the "Contract"), having as its subject-matter (a) the provision, by Telepass, of the electronic toll payment service, aimed at allowing easy access for customers' vehicles, through their identification and authorisation, to motorways, roads, areas, means of transport, facilities, infrastructures, etc., and the fulfilment of the related obligations, as set out below (the "Electronic Toll Payment Service"), as well as (b) the provision of additional services strictly connected with mobility and the fulfilment of the related obligations, as set out below (the "Additional Services"), all of the above subject to payment of a monthly fee for only the months of use of the GO by Telepass service and the fixed costs indicated in art. 3 below.

In particular, the Electronic Toll Payment Service regulated by this Contract allows, within the limits and under the conditions set out below and with exclusive reference to vehicles for private use, used for the transport of persons and belonging to the "Permitted Vehicle Classes" indicated below: (a.1) the access of the Customer's vehicles, identified and authorised by Telepass, to the Italian toll motorway network ("Italian Network") and to the motorway networks of the mainland territory of the French Republic ("French Network"), of the Kingdom of Spain ("Spanish Network") and of the Portuguese Republic ("Portuguese Network"), by using marked lanes, without the need to stop, in and out of toll stations (motorway toll booths), with the highways operators subsequently being paid for the amounts due by the Customer for the services that the Customer has benefited from and the Customer subsequently being charged for the corresponding amounts, and fulfilment of the other obligations provided for (the "Motorway Electronic Toll Payment Service"), as well as (a.2) the facilitated access of the Customer's vehicles, identified and authorised by Telepass, to certain areas, car parks, roads, facilities, infrastructures, means of transport and/or other services related to mobility, managed by the parties that Telepass reserves the right to stipulate an agreement with (the "Affiliated Entities"), with the Affiliated Entities subsequently being paid for the amounts (for tolls, consideration, etc.) due by the Customer for the services that the Customer has benefited from and the Customer subsequently being charged for the corresponding amounts, and the fulfilment of the additional requirements provided for (the "Other Electronic Toll Payment Services"), as set out below.

The Additional Services regulated by this Contract allow, within the limits and under the conditions set out below, the access of the Customer, identified and authorised by Telepass, to additional services strictly connected with mobility, provided by Telepass or by the parties that Telepass reserves the right to stipulate an agreement with (the "Affiliated Entities"), with the paid services providers subsequently being paid for the amounts (for tolls, fees, etc.) due by the Customer for the services that the Customer has benefited from and the Customer subsequently being charged for the corresponding amounts, and the fulfilment of the additional requirements provided for, as set out below.

In order to use the GO by Telepass service, Telepass provides the Customer, under the following conditions, with a dedicated app and a special device ("European Telepass Device"). The European Telepass Device allows the exchange of information with the automatic detection systems of the motorway network operators and of the Affiliated Entities and with the Telepass computer system, allowing the identification of Customers and vehicles in transit and their authorisation to access and use the relative services, so as to allow, then, (a) the motorway operators and the Affiliated Entities to calculate what is due to them from the Customer and, consequently, (b) Telepass to provide for (b.1) the transfer, in favour of such entities, of the amounts (for tolls, fees, etc.) due from the Customer for the services he/she has used and has accessed to through the use of the GO by Telepass service, as well as (b.2) to charge the Customer for the corresponding amounts, as provided for below.

The GO by Telepass service is provided on a continuous basis by Telepass, which also provides, in the event of breakdown of the European Telepass Device, for the repair and replacement of the same at its own expense.

The Customer can use the GO by Telepass service only for personal use and within the limits and conditions of use and the maximum spending limits established by the Contract itself and indicated in the relevant Supplementary Document.

The European Telepass Device can be used at each of the toll motorway networks listed below, only on vehicles for private use, intended for the transportation of persons, belonging to the following classes (the "Permitted Vehicle Classes"):

- within the Italian Network, on vehicles that belong, according to the regulations of Italy: (i) to Class A (motorcycles with a cylinder capacity of not less than 150 cc and two-axle vehicles with a height not exceeding 1.30 metres at the first axle); (ii) to Class B (two-axle vehicles with a height exceeding 1.30 metres at the first axle); (iii) to Class 3 (vehicles and convoys constructed with 3 axles);
- within the French Network, on vehicles that belong, according to the regulations of France: (i) to Class 1 (vehicles with a total height of up to 2 metres and a permissible laden weight (PTAC) of up to 3.5 tonnes); (ii) to Class 2 (vehicles with a total height of more than 2 metres but less than 3 metres and a permissible laden weight (PTAC) of less than or equal to 3.5 tonnes); (iii) to Class 5 (motorcycles, sidecars and three-wheeled vehicles); (iv) to Class 1 (vehicles of Class 2 adapted for the transport of disabled persons and subject to presentation of the registration document that bears the term "Disabled");
- within the Spanish Network, on vehicles identified, according to the regulations of Spain, as: (i) motorcycles with or without sidecars; (ii) on tourist vehicles without trailer or with trailer, without a double wheel (double tyre tyres); (iii) vans and vans with two axles, four wheels; (iv) minibuses with two axles and four wheels for the transport of passengers with a maximum of nine seats including the driver;
- within the Portuguese Network, on vehicles that belong, according to the regulations of Portugal: (i) to Class 1 (motorcycles and vehicles with a height of less than 1.1 metres); (ii) to Class 2 (vehicles with two axles and a height of more than 1.1 metres).

The GO by Telepass service covered by this Contract is aimed at and offered exclusively to the following individuals: natural persons who (i) hold a credit card belonging to the VISA, MasterCard, Amex and Diners circuits or the other circuits that may be indicated by Telepass, on which payments can be charged based on the billing and debiting cycles indicated below and (ii) have their domicile in one of the countries indicated in the appropriate section of the website www.telepass.com, in the dedicated app and in the Supplementary Document relating to this Contract.

Telepass allows, under the provided conditions, the subscription to the GO by Telepass service regulated by this Contract and the use of the European Telepass Device only to Customers who sign, together with the GO by Telepass Online Contract, the General Terms and Conditions of Autostrade per l'Italia S.p.A. (hereinafter also referred to as "ASPI"), provided in the last part of this contract document, concerning the use of the automated electronic toll payment system at the stations of the Italian toll motorway network.

As mentioned above, Telepass, in addition to providing the Motorway Electronic Toll Payment Service, reserves the right to make available and allow the use of, by Customers holding a GO by Telepass Contract, the Other Electronic Toll Payment Services, which may also be grouped and/or differentiated by category (e.g., access to ferries, access to car parks in affiliated facilities, access to Limited Traffic Zones (ZTL), etc.), in the forms Telepass provides for. Telepass informs Customers, through its website www.telepass.com, the dedicated app and other information and assistance channels that may be activated, of the Other Electronic Toll Payment Services made available (based on the agreements that Telepass will enter into from time to time with the Affiliated Entities) and which are, therefore, to be considered, from time to time, as included in the overall GO by Telepass service. To this end, Telepass makes available the information relating to the Other Electronic Toll Payment Services, as well as, where applicable,

the terms and conditions of use of each of these services, available to the Customers in advance. The complete list of the Other Electronic Toll Payment Services available and the relative terms and conditions of use will remain, however, always available to Customers on the Telepass website and, for the entire duration of the Contract, in the dedicated app. In any case, it is understood that the activation of each of the Other Electronic Toll Payment Services and the acceptance of the relevant terms and conditions of use (where envisaged), by the individual Customer, will be considered as completed when the Customer carries out the first use of the single Service concerned by accessing it through the European Telepass Device. In the event of activation, the amounts charged for the services (of the Affiliated Entities) which the Customer has benefited from by using the Other Electronic Toll Payment Services will be included in the accounting document of the GO by Telepass service, as provided for in the following articles. Telepass reserves the right to change and update the Other Electronic Toll Payment Services that are available and/or activated and to change and update the list of the Affiliated Entities, by giving notice through its website, the dedicated app and any other channels that may be activated. The Customer can in any case deactivate at any time one or more of the Other Electronic Toll Payment Services through the dedicated app or by sending, by registered letter with return receipt, a written communication to the address "Telepass S.p.A. - Customer Care - casella postale 2310 succursale 39 - 50123 FIRENZE".

The extension of the Italian Network, the French Network, the Spanish Network and the Portuguese Network and the updated list of the areas, car parks, roads, facilities, infrastructures, means of transport and/or other services strictly connected with mobility, managed by the Affiliated Entities present in these territories, are made available to the Customer on the website www.telepass.com and on the dedicated app. Telepass reserves the right to change and update this pieces of information and lists, giving notification thereof through its website, the dedicated app and any other activated channels.

By subscribing to the GO by Telepass Online Contract and using the GO by Telepass service (even only the Motorway Electronic Toll Payment Service and/or one or more of the Other Electronic Toll Payment Services or the Additional Services), the Customer is required to pay Telepass the fees and costs indicated in Article 3 below.

In particular, the GO by Telepass service is provided and paid for with a "Pay per Use" formula, that is, with a service fee to be paid to Telepass only in the case of use of the GO by Telepass service, under the conditions and in the manner governed below. In particular, the "Pay per Use" formula of GO by Telepass requires (in addition to charges for tolls and other fees due from the Customer for services he/she accesses using the GO by Telepass service) the payment to Telepass (in addition to the amount due to Telepass for the costs of activating the GO by Telepass service, the shipping costs of the European Telepass Device and any other costs and indemnities accrued pursuant to this Contract) of a service fee for each calendar month in which (i) the toll payment/detection systems have recorded the use of the European Telepass Device delivered to the Customer on one or more of the motorway networks included in the GO by Telepass service or the use of one or more of the Other Electronic Toll Payment Services (e.g. parking in car parks in affiliated facilities, etc.), and/or (ii) the Customer has used one or more Additional Services, as better specified in art. 3.1, letter (b) below.

The Customer acknowledges and accepts that certain operational functions relating to the management of the GO by Telepass service and the related contractual relationship are accessible only through the dedicated app and not through the website.

Part II - Telepass allows subscription to the GO by Telepass service, regulated by this GO by Telepass Online Contract, by the natural persons indicated above and then provides, in favour of the operators of the motorway networks and the Affiliated Entities, for the payment of tolls and fees due from the Customer as a result of his/her use of the GO by Telepass service, based on the assumption that (i) it will be possible for Telepass to obtain payment of the corresponding amounts and any other sum due from the Customer and to be credited to Telepass, pursuant to this Contract, at the scheduled deadlines, by debiting the payments on the credit card held by the Customer; (ii) no elements exist that could significantly increase the risk that the Customer will not be able to fulfil his/her payment obligations towards Telepass at the due dates and (iii) no elements exist that would warrant the suspicion or the belief that there is any fraudulent or unauthorized use of the GO by Telepass service and/or the relative European Telepass Device based on the terms of the Contract itself.

For this reason, as part of the on-line subscription procedures of this Contract made available by Telepass, Telepass verifies in advance, also through third parties, the applicant's ownership of and the validity of the credit card indicated by the applicant him/herself, in compliance with the law and with the methods described in the relevant information provided by Telepass pursuant to Art. 13 of Regulation (EU) 2016/679 "GDPR". In case of refusal to stipulate the Contract relating to the GO by Telepass service through an online subscription procedure, the applicant can still evaluate the possibility of stipulating, through the Telepass channels (or by going to his/her own bank, if it is affiliated with Telepass), a contract concerning the motorway toll payment service on the Italian network and the aforementioned countries and other additional services (e.g. Telepass Family with European Service), if the applicant meets the requirements of the relevant contract.

Again on the basis of the above, with the completion of this Contract the Customer accepts: (i) that Telepass can verify, even through third parties, the Customer's ownership and the validity of the credit card indicated by the same, in accordance with the law and in the manner described in the relevant disclosure provided by Telepass pursuant to Art. 13 of Regulation (EU) 2016/679 "GDPR"; (ii) that the payment services covered by this Contract are provided by Telepass with the envisaged limits of use and with the maximum spending limits referred to Articles 2.5, 2.6 and 2.7 below, with the relative faculty of Telepass to suspend the GO by Telepass service in the event the Customer fails to comply with and/or exceeds the aforementioned limits, in the cases and in the manner set out in the provisions below; (iii) that Telepass may assign its own credits (even future credits) in regard to the Customer, deriving from this Contract, in favour of third parties, with subrogation of the transferee in the Telepass credit position in regard to the Customer, pursuant to Art. 1201 of the Italian Civil Code; (iv) that Telepass can carry out (also with the help of companies of its own group or third parties) all activities relating to the management and/or possible recovery of credits (such as, for example, the processing of information relating to the creditworthiness and punctuality of the Customer in his/her payments, including through the management of an information base; the selection of the credits and the associated activities related to invoicing, payment, the management of any outstanding payments and the control of the progress of the relationships).

These Rules and Conditions have the code "GO by T. Online - ed. n.1 - June 2019" provided on the relevant application form and on the related contractual document and govern the relations between Telepass and the Customer in relation to the services requested and indicated in the form itself.

1. DEFINITIONS AND GENERAL RULES

1.1. For the purposes of the provisions of this Contract, the following terms, when cited with a capital letter, will have the meaning attributed to them by the provisions of this paragraph 1.1.

"Certification Body" means the company, registered in the public list of "Certifiers", which provides "Certification Services", meaning the services offered by the Certifier for the purpose of issuing a "Qualified Digital Certificate", used for the signing of electronic documents via the Digital Signature.

"Digital Signature" means the type of advanced electronic signature identified as a set of data in electronic form attached to or connected to an electronic document that identifies the signatory of the document and guarantees a unique connection to the signatory, created by means over which the signatory may retain exclusive control, linked to the data to which the said signature refers, in such a manner that it is possible to detect whether the data have subsequently been modified.

The online completion of the subscription to the GO by Telepass service covered by this "GO by Telepass Online" Contract by the Customer (in possession of the requirements set out in paragraph 1 of the Premise), and, therefore, the activation of the GO by Telepass service can only take place through the online procedures made available by Telepass (i) on the www.telepass.com website, (ii) on the dedicated app and (iii) on any other channels activated by Telepass itself, following the instructions provided, inserting as necessary the data requested, carrying out the required formalities, giving the necessary consent, both mandatory and optional, and, finally, signing the entire contractual document with the Digital Signature (with the methods made available on the channel used) in accordance with both the request to enter into the "GO by Telepass Online" Contract and to adhere to the ASPI Rules and General Conditions.

As part of these online procedures, Telepass will carry out some checks on the applicant's suitability, also with reference to the ownership and validity of the credit card indicated by the Customer, as indicated in the pre-contractual information disclosure and in that concerning the processing of personal data previously made available to the Customer by Telepass, pursuant to the law, within the scope of the procedure itself. The subscription by the Customer of the proposal to enter into the GO by Telepass Online Contract will take place, as mentioned above, through the use of the Digital Signature, and the Customer him/herself shall recognise that, according to the provisions of current legislation, the documents signed with the Digital Signature satisfy the legal requirement of the written form. In order to use the Digital Signature, the Customer will be required to sign a specific contract with the Certifying Body, according to the methods indicated during the online procedure, for the purpose of issuing the qualified certificate. It is understood that under no circumstances will Telepass be responsible for the relationship between the Customer and the Certifying Body and for the process of issuing the Digital Signature and that all information relating to this release process as well as the characteristics and methods of use of the Digital Signature are previously made available to the Customer, as reported in the information disclosure, in the operating manual and in the contract prepared by the Certification Body itself and made available to the Customer both in the on-line procedure for subscribing to the aforementioned Contract, and on the website of the aforementioned Certification Body.

Telepass, therefore, having verified the positive outcome of the aforementioned checks on the eligibility of the Customer and also verified the regularity of the on-line procedure of subscription of the Customer to the Rules and Conditions of the GO by Telepass Online Contract and to the ASPI Standards and General Conditions, may, at its sole discretion, decide to accept or refuse the Customer's proposal. In the case of acceptance, Telepass will send the Customer, at the end of the procedure (or, subsequently, via e-mail), a specific communication confirming the conclusion of the Contract, will transmit a copy of the Contract to the indicated e-mail address and, finally, will send the Customer, by post, to the address indicated by the Customer within the same procedure, the European Telepass Device requested, with the debit of the shipping costs set forth in Art. 3.2 of this Contract. With the acceptance of the Customer's proposal and the conclusion of the relevant Contract, Telepass shall open the related contractual position and activate the services requested by the Customer. Once this has taken place, the code number of the European Telepass Device assigned to the Customer will be made available to the Customer on the dedicated app.

The Parties acknowledge that the GO by Telepass Online Contract signed through the online procedures indicated above is configured as a "distance contract", pursuant to the applicable provisions of Directive 2011/83/EU and Legislative Decree no. 206/2005 ("Consumer Code"). In particular, pursuant to Article 9 of the aforementioned Directive and to Article 52 of the Consumer Code, if the Customer is qualifiable as a "consumer", pursuant to the provisions of applicable laws, he/she will have the right to freely withdraw from the Contract within fourteen days from the conclusion of the Contract itself, without having to provide any justification and without incurring costs other than those provided for in Article 56, paragraph 2, and Article 57 of the Consumer Code, without prejudice to (i) any amounts due for tolls and other fees due for the services used, through use of the European Telepass Device at his/her disposal, until the receipt, by Telepass, of the Device itself, as well as (ii) the payment, by the Customer, of an amount equal to a monthly payment of the service fee due under this Contract. Before the fourteen-day deadline, the Customer may communicate his/her withdrawal to Telepass: (a) by sending a written communication (also by using the appropriate form made available on the website www.telepass.com) by registered letter with return receipt to the address indicated in art. 7.2 below, taking care to specify the number of the Contract and his/her Name and Surname, and to attach a copy of an identity document of the same Customer; in this case, the Customer, in case he/she has already received the European Telepass Device, will be required to return it by delivering it to a Punto Blu (Blue Point) or motorway Concessionaire Service Center or by sending it by registered letter with return receipt to Telepass at the address indicated in art. 7.2; (b) by visiting a Punto Blu (Blue Point) or a Service Center of motorway concessionaires, and returning the European Telepass Device the he/she has received (if any).

- 1.2. By concluding the Contract, the Customer irrevocably agrees to accept the debit on his/her credit card as indicated above, of (a) the amounts relating to all tolls and/or fees (calculated on the basis of the exchange of information between the European Telepass Device and the automatic detection systems referred to above) due as a result of the Customer's use of the services provided by the motorway operators and/or the Affiliated Entities referred to above and to which the Customer has had access by using the Electronic Toll Payment Service, (b) the amounts due to Telepass for fees, costs, compensation and/or other charges provided for in this Contract and invoiced by Telepass and (c) any additional amounts (for fees, costs, compensation and/or other charges) due from the Customer as a result of his/her use of services strictly connected with mobility provided by Telepass or by the Affiliated Entities and to which the Customer has had access using the Additional Services.

Telepass, in turn, agrees to provide for the payment, in favour of the motorway network operators and the Affiliated Entities, of the amounts, for tolls and fees, due from the Customer for the services provided by the aforesaid parties and to which the Customer's access was made possible through the GO by Telepass service, with simultaneous subrogation of Telepass, in regard to the Customer, in the cases provided for, in the credit position of the aforementioned subjects pursuant to Art. 1201 of the Italian Civil Code. Telepass may also proceed to pay the amount due from the Customer to the motorway network operators and to the Affiliated Entities, and may complete the purchase and pay these subjects the fee for the right to use the service used by the Customer, and then proceed to transfer this right to the Customer and to charge him/her the related fee.

Only with the actual payment, in favour of Telepass, of the amounts due by the Customer to Telepass pursuant to this Contract, the corresponding obligations of the Customer towards Telepass shall be deemed fulfilled.

- 1.3. It is not possible for any Customer bound by a GO by Telepass Online Contract to participate simultaneously in the Telepass services called Opzione Premium (Premium Option), Premium WoW and Opzione Twin (Twin Option), nor to combine the GO by Telepass service with the Telepass PAY Services.
- 1.4. By subscribing to the GO by Telepass service, the Customer acknowledges and agrees to use this service in accordance with the conditions governing the use of the infrastructures and services relating to the motorways, infrastructures, areas, transport means and affiliated services mentioned above and, in particular, to the conditions that are published (in a constantly updated version) on the website www.telepass.com ("Terms of Use of European motorway infrastructure"). These Terms of Use must be considered an integral and substantial part of this Contract. With reference to what is provided for therein, the Customer undertakes to comply, in particular, with the following minimum conditions:
- in relation to the Electronic Toll Payment Services connected to access detection systems (e.g. for the use of motorways networks, parking facilities, etc.), the Customer must ensure that, at the detection point where the equipment is installed at the entrance and exit toll collection lanes, the vehicle transits at the speed indicated by the lane signs and must not leave the detection point until the transit detection has taken place, which will be signalled by the appropriate sound signal;
 - within the Italian network the Customer must use the lanes marked with the "Telepass" or "T" logo at the station entrance and exit;
 - within the French Network the Customer must use the lanes marked with the "T" logo at the entrance and exit of the station;
 - within the Spanish Network, the Customer must use the lanes marked with the "T" logo at the entrance and exit of the station;
 - within the Portuguese Network, the Customer must use the lanes marked with the "V" logo at the entrance and exit of the station;

The Customer must not remove the label on the European Telepass Device, or else it will be impossible to use the relative services. In the event the label becomes detached, the Customer must go to a Punto Blu (Blue Point) for assistance.

- 1.5. Telepass, as mentioned above, in addition to providing Electronic Toll Payment Service, reserves the right to make available and to allow Customers with a Go by Telepass Contract, identified and authorized through the European Telepass Device (or through the dedicated app and/or specific credentials or other methods provided by the Telepass), to also benefit from one or more Additional Services, possibly grouped and/or differentiated by category, with the modalities envisaged by the same Telepass. Telepass informs Customers, through its website www.telepass.com, the dedicated app and other information and assistance channels that may be activated, of the Additional Services made available (based on the agreements that Telepass may enter into from time to time with the Affiliated Entities and/or on the services provided directly by Telepass itself) and which are, therefore, to be considered, from time to time, as included in the overall GO by Telepass service. To this end, Telepass makes available the information relating to the Additional Services, as well as, where applicable, the terms and conditions of use of each of these Services, available to the Customers in advance. The complete list of the Additional Services available and the relative terms and conditions of use will remain, however, always available to Customers on the Telepass website and, for the entire duration of the Contract, in the dedicated app. In any case, it is understood that the activation of each of the Additional Services and the acceptance of the relevant terms and conditions of use (where envisaged), by the individual Customer, will be considered as completed when the Customer carries out the first use of the single Additional Service concerned by accessing it through the European Telepass Device (or through the dedicated app and/or the specific credentials or the other means provided by Telepass). In the event of activation, the amounts provided for in relation to the services (of the Affiliated Entities or of Telepass), if any, which the Customer has benefited from by using the Additional Services, will be included in the accounting document of the GO by Telepass service, as provided for in the following articles. Telepass reserves the right to change and update the Additional Services that are available and/or activated and to change and update the list of the Affiliated Entities, by giving notice through its website, the dedicated app and any other channels that may be activated. The Customer can in any case deactivate at any time one or more of the Additional Services through the dedicated app or by sending, by registered letter with return receipt, a written communication to the address "Telepass S.p.A. - Customer Care - casella postale 2310 succursale 39 - 50123 FIRENZE".

- 1.6. The Other Electronic Toll Payment Services as well as the Additional Services provided by Telepass, if activated by the Customer, will be governed by (i) the contractual rules and conditions specifically provided for these services in this Contract and in the Terms of Use of the services themselves prepared by Telepass and accepted by the Customer, as well as (ii) where compatible and not otherwise established by the same, the general Rules and Conditions of the GO by Telepass service.

In all the aforementioned cases, the Customer expressly acknowledges that Telepass will remain extraneous to the relationship between the Customer and the Affiliated Entities for the services provided by them to the Customer. Therefore, for any controversy deriving from said relationships, as well as for the exercise of any connected right, the Customer will have to contact exclusively the Affiliated Entities, while any responsibility of Telepass regarding the regular use, by the Customer, of the services offered by the Affiliated Entities, is excluded, even in the case in which the relevant payments have already been made pursuant to this Contract. In any case, the mandate of the Customer to Telepass to charge the amounts owed by the Customer for the services used by means of the GO by Telepass service is irrevocable and, therefore, the obligation remains for the Customer to fully and timely honour the relative payments to Telepass. In the event of non-payment of the aforementioned amounts, the Customer will be required to pay default interests for the late payment of invoices according to the ECB Rate plus 5 points, starting from the 2nd day from the issue date of the relative invoice, and such interests will be charged in the first subsequent accounting document.

Furthermore, if the Customer has autonomously given his/her consent to the sending of material related to advertising, direct sales, commercial communication or market research carried out by the Affiliated Entities and/or third parties, it is understood that the Customer may choose, after evaluating the advertisements or offers received, whether or not to adhere thereto by contacting these subjects directly, or third parties, if any, to access the goods and services offered by them, on the terms and conditions indicated in the commercial communications.

The Customer acknowledges and accepts that Telepass does not assume any responsibility and does not issue any type of guarantee in relation to the content of any direct correspondence between the Customer and third parties that advertise or offer their products with the above mentioned methods. All correspondence and promotions, including the delivery of goods or services, take place and will take place, in fact, exclusively between the Customer and the Affiliated Entities and, therefore, Telepass will have no responsibility, obligation or commitment towards the Customer in this regard.

In the event of non-fulfilment of the payment obligations of the amounts due in relation to the services referred to in this Contract, the Customer may be charged by Telepass or by other appointed or authorized parties for the costs related to activities instrumental and/or functional to the recovery of the credit out-of-court, quantified, on a flat-rate basis, at € 5.00 (net of VAT and accessories, where required by law) for each individual breach and the related debit summary.

- 1.7. The Customer can avail him/herself, free of charge, also through the dedicated app, of a series of services (information services, assistance services, booking services, etc.) related to the GO by Telepass service and update certain data such as, for example, the number plate (license plate) paired with the European Telepass Device, the e-mail address used to receive the e-mail notification of the successful publication of invoices and management-related communications as well as the shipping address of the Device or the address indicated pursuant to Article 7.1 below, but there is no possibility to change the ownership of the signed Contract. Furthermore, through the dedicated app it is possible to view the communications sent pursuant to the legislation applicable to the GO by Telepass service, the accounting documents issued by Telepass for the services referred to in this Contract, the invoices (if any) issued by ASPI (or by Telepass) for the payment of the tolls, as well as the list of the trips included in the last invoice issued and the trips that have been made but which are not yet invoiced. The aforementioned services are not accessible through the Telepass website and/or related restricted areas.

The Customer undertakes to promptly notify Telepass of any change in his/her data, including personal data, indicated in the forms relating to this Contract. The updating of these data may take place through the dedicated app or at a Punto Blu (Blue Point) or by sending a written communication to Telepass S.p.A. - Customer Care - Casella Postale 2310 succursale 39 - 50123 FIRENZE. In particular, the Customer undertakes to promptly update the number (license) plate of the vehicle on which he/she intends to use the European Telepass Device; the modification of the number (license) plate paired with the GO by Telepass service, which can be modified through the dedicated app or the aforementioned Telepass channels, and changes will be effective 24 hours after the receipt of the Customer's request.

It is understood that any update of the Customer's data, as the holder of the GO by Telepass service, made as indicated in the previous paragraph, will also automatically update the data supplied by the same to Autostrade per l'Italia S.p.A. and the other motorway operators for the use of the automated electronic toll systems at motorway stations.

The location of the Punti Blu (Blue Points), Telepass Points and motorway Concessionaire Service Centers is published in an updated version on the Telepass website www.telepass.com and on the dedicated app.

2. USE OF THE EUROPEAN TELEPASS DEVICE, METHODS OF USE AND LIMITS OF USE OF THE SERVICES.

- 2.1 The Customer holding a GO by Telepass Online Contract is given a European Telepass Device on a free-loan basis, pursuant to Art. 1803, Italian Civil Code, exclusively for use of the GO by Telepass service. The European Telepass Device remains the property of Telepass and cannot be transferred or given in any way to third parties. Furthermore, the Customer will be held responsible for any civil or criminal consequence, also pursuant to Art. 55 of Legislative Decree No. 231/2007, which derives from the deliberate alteration or irregular use of the European Telepass Device.

Without prejudice to the fact that the installation of the European Telepass Device on the vehicle indicated shall be made at the Customer's care and expense, it is hereby specified that the Customer is required to have the Device installed and to use the Device in accordance with the instructions indicated in the specific user manual as well as to keep and preserve it in accordance with Art. 1804 of the Italian Civil Code.

In the event of a malfunction or breakdown of the European Telepass Device, the Customer must contact Telepass and send the Device to Telepass by registered mail with return receipt at the address indicated in Art. 7.2 with shipping charges to be paid by the Customer. Once the Device has been received, Telepass will carry out the relevant controls to check the causes of the malfunction or breakdown of the Device. If, after having completed such controls, Telepass verifies that the malfunction or breakdown of the Device was not due to damages caused by and/or attributable to the Customer, Telepass will deliver a new European Telepass Device to the Customer, by sending it to the address indicated by the Customer with charges borne by Telepass, and will reimburse all costs borne by the Customer for the shipment of the out-of-order Device.

As an alternative to the above, the Customer may deliver the Device to a Punto Blu or a Service Center of motorway concessionaires. In this case, Telepass will, at its own expense, deliver to the Customer a new European Telepass Device at a Punto Blu or a Center as indicated above or by sending it to the address indicated by the Customer with charges borne by Telepass itself.

If, on the other hand, it is ascertained that the malfunction or breakdown of the European Telepass Device is due to damage caused by and/or attributable to the Customer, the shipping costs and charges of the new Device will be borne by the Customer, without prejudice to any possible right of Telepass.

Should it be necessary to replace the European Telepass Device for maintenance, technological upgrading, safety or due to technical and/or operational requirements, the Customer, at the request of Telepass, is required to return the European Telepass Device in the manner and in the terms indicated by Telepass itself and with charges borne by Telepass. If the European Telepass Device is not returned in the manner and terms indicated, Telepass may suspend the GO by Telepass service by notifying the Customer by e-mail and through the dedicated app.

The Customer is responsible for any damage caused to the European Telepass Device, to the vehicle on which it is installed, as well as to third parties, due to failure to comply with the provisions of the previous paragraphs, expressly exempting Telepass from any and all liability in this regard.

The European Telepass Device can be paired with only one number (license) plate at a time, it being understood that the same plate cannot be paired simultaneously with more than one Device, whether it be a European Telepass Device or any other Telepass Device. The Customer must indicate a number (license) plate when he/she adheres to the GO by Telepass service. Subsequently, he/she will be able, even more than once, to change the previously indicated plate and pair a different plate to his/her European Telepass Device, in compliance with the previous provisions. During a journey or, in any case, during use of the service, the number (license) plate may not be changed after entering and before the exit from the toll motorway network or a partner structure or area. The Customer him/herself can change the plate, in compliance with the previous provisions, through the dedicated app and the other channels indicated in Art. 1.7 above, following the procedure indicated by Telepass.

Therefore, it is the Customer's responsibility, before accessing one of the motorway networks included in the GO by Telepass service or another service provided by this Contract, to verify, through the dedicated app or the other channels indicated by Telepass, that his/her European Telepass Device is paired with the number (license) plate of the vehicle that the Customer intends to use at that time.

- 2.2 In the event of loss or theft of the European Telepass Device, the Customer must immediately notify Telepass by calling the Telepass commercial assistance service or by going to a Punto Blu (Blue Point) or a motorway Concessionaire Service Center or directly via the dedicated app.

The Customer will be exempt from the responsibility for payment of any amounts relating to transits validated with the European Telepass Device if it has been illegally used by third parties, starting from the moment the above communication is received by Telepass.

The Customer must in any case send Telepass, within 30 (thirty) days from when the aforementioned communication is sent, the certified copy of the official report, in the event of theft, submitted to the competent Authorities or, alternatively, only in the case of loss of the European Telepass Device, the declaration in lieu of an affidavit, drawn up - pursuant to Art. 47 of Presidential Decree 445/2000 - according to the Form available at the various Punto Blu (Blue Points) or the motorway Concessionaire Service Centers, which can be downloaded from the website www.telepass.com.

In all cases of theft or loss of the European Telepass Device, Telepass will charge the Customer, in the first subsequent invoice, the amount of € 30.00 (including VAT) as compensation for the expenses incurred by Telepass due to the failure to return the European Telepass Device and for the search and the recovery, if any, of the same.

In the event of theft, Telepass will not charge the amount mentioned above in the event that the Customer provides evidence of having taken all appropriate measures to ensure the security of the European Telepass Device from the day the communication is sent.

In all cases of theft and/or loss of the European Telepass Device, the Customer must request Telepass for delivery of a new European Telepass Device within the term of 60 (sixty) days from when the communication referred to in the first paragraph of this Article 2.2 is sent. If said request is not made within the aforementioned term, Telepass will have the right, pursuant to Art. 1456 of the Italian Civil Code, to terminate this Contract in accordance with the provisions of Art. 6.2 below. Following receipt of the request, Telepass will deliver the new European Telepass Device to the Customer, sending it to the address indicated by the Customer, and the Customer will bear the charges pursuant to Art. 3.2. It is understood that, in such cases, the Customer will not be charged again for the cost of activating the service referred to in Art. 3.1, point (a) below.

- 2.3 In the event that the Customer, after having sent a copy of the official report or of the declaration in lieu of an affidavit referred to in Art. 2.2 above, finds the European Telepass Device that was declared lost or stolen, the Device must not be used and must be immediately returned to Telepass at a Punto Blu (Blue Point) or motorway Concessionaire Service Center, or sent by registered mail with return receipt to the address indicated in Art. 7.2, with charges borne by the Customer pursuant to Art. 3.2. In this case, Telepass will replace it - if it has not already been replaced - by delivering a new European Telepass Device to the Customer at a Punto Blu (Blue Point) or Service Center as indicated above, or by sending it to the address indicated by the Customer, when so requested by the same, with costs to be borne by the Customer pursuant to Art. 3.2. It is understood that, in such cases, the Customer will not be charged again for the cost of activating the service referred to in Art. 3.1, point (a) below.

If the European Telepass Device, whose loss or theft has been confirmed with the sending of the official report or of the declaration in lieu of an affidavit, referred to in Art. 2.2 above, is found in the possession of the Customer or of a person authorized by the same, the former will be responsible for the payment of all amounts (for tolls, fees, etc) relating to the services used through the European Telepass Device after the

communication of theft or loss as well as any expenses incurred by Telepass for the recovery of the device itself. These amounts will therefore be charged to the Customer, who may be prosecuted for abusive and/or unlawful use, also pursuant to Art. 55, Legislative Decree no. 231/2007.

- 2.4 It is also forbidden to use any European Telepass Device, which Telepass has, for any reason, requested to be returned. Otherwise, its use will be considered abusive and/or unlawful and Telepass reserves the right to pursue the Customer according to the law, also pursuant to Art. 55, Legislative Decree no. 231/2007.
- 2.5 The Customer is required to utilise the GO by Telepass service for personal use.

Furthermore, the Customer must use the GO by Telepass service in accordance with principles of good faith and correctness, in compliance with the limits and methods of use of the service provided by this Contract and refrain from fraudulent or unauthorized use pursuant to the Contract itself.

In particular, the following are considered unauthorized: (a) the use of the European Telepass Device on vehicles not belonging to the Permitted Vehicle Classes; (b) the use of the European Telepass Device on a vehicle (belonging to the Classes of Permitted Vehicles) bearing a different plate than the one correctly communicated to Telepass pursuant to this Contract; (c) the use of the European Telepass Device to benefit from the relevant services provided for in this Contract in a limited period of time (e.g. one, two or three consecutive days) with atypical frequency and/or for large or abnormal amounts, such as to create (i) the well-founded suspicion of use of the GO by Telepass service for purposes unrelated to personal use or for fraudulent purposes or (ii) a significant increase in the risk that the Customer is not able to fulfil his payment obligations at the due date.

In order to verify compliance with the previous provisions, Telepass will take into account all the accesses and transits and any other transaction made by the Customer through the use of the GO by Telepass service and the related European Telepass Device, as measured from time to time by Telepass on the basis of data sent periodically by ASPI, by the other motorway operators and by the Affiliated Entities.

- 2.6 In the event of non-compliance by the Customer with even only one of the obligations referred to in paragraph 2.5, points (a), (b) and (c) above, Telepass, in order to prevent the risk of fraudulent or unauthorized use of the GO by Telepass service and the related European Telepass Device and to limit the risk of losses, reserves the right to suspend the GO by Telepass service for the aforementioned justified reasons, in accordance with the following provisions. The suspension will have a maximum duration of 15 (fifteen) days and may also be ordered immediately following the detection of unauthorized use. Telepass will notify the Customer of service suspension before it goes into effect, if possible, or else subsequently, as soon as possible, indicating the duration and reasons for the suspension in a communication sent by e-mail and through the dedicated app as well as through any other channels activated by Telepass. At the end of the suspension, the GO by Telepass service will be automatically reactivated. Furthermore, Telepass, as a result of any clarifications that the Customer may provide and/or based on further investigations and assessments made by Telepass, may reactivate the GO by Telepass service in advance. In cases of particular severity or recurrence of the Customer's non-observance of the obligations referred to in par. 2.5, points (a) and/or (c) above, Telepass may withdraw from the relevant Contract in accordance with and with the effects of the provisions contained in Art. 5.1 below or, if the conditions are met, may terminate the Contract in accordance with Art. 1456 of the Italian Civil Code and discontinue the GO by Telepass service, in accordance with and with the effects of the provisions contained in Art. 6.2 below.

Furthermore, in cases of non-compliance as per the aforementioned par. 2.5 point (a), and without prejudice to the amount due from the Customer for the payment of tolls and the other fees for the services used by the Customer through the GO by Telepass service, Telepass will have the right to charge the Customer, in the first subsequent invoice, the amount of Euro 50.00 as a penalty, without precluding the right to claim any further damage.

- 2.7 The GO by Telepass service, also in order to limit losses in the event of fraud or unauthorized use of the GO by Telepass service, can be used by the Customer within the maximum spending limits, determined for periods of time defined (hereinafter, the "Periods of Use") and differentiated by vehicle categories, as indicated in the Supplementary Document relating to this Contract. In particular, the Customer, within each Period of Use, can use the GO by Telepass service up to the maximum spending limit assigned to the category of the vehicle on which the European Telepass Device has been installed. The Periods of Use to which the aforementioned maximum spending limits apply are defined as follows: (i) from the first to the fifteenth day (included) of each calendar month; (ii) from the sixteenth to the last day (included) of each calendar month. For the purpose of calculating the maximum spending limits, the amounts due by the Customer and recorded through the GO by Telepass service (and the related European Telepass Device) during the Period of Use (for the access to highways and to the other areas, parking, streets, structures, infrastructures, means of transport and/or other services strictly connected with mobility, operated by the Affiliated Entities) are combined cumulatively, as calculated occasionally based on data related to the use of the aforementioned service that Telepass periodically receives from ASPI, from the other highway operators and from the Affiliated Entities; therefore, for the purpose of the calculation of the maximum spending limits, the amounts owed by the Customer to Telepass for fixed fees and costs set forth in this Contract are not included.

If during the Period of Use the Customer modifies the number (license) plate paired with the European Telepass Device, and replaces it with a plate belonging to a vehicle belonging to a category which has a different maximum spending limit than the one previously applicable, the higher maximum spending limit will be applied for this Period of Use.

If the Customer exceeds the applicable maximum spending limit within a Period of Use, Telepass, in order to avoid a significant increase in credit risk and, in particular, the risk that the Customer is unable to comply with his/her payment obligations at the due date, will suspend the GO by Telepass service until the end of the relevant Period of Use (i.e., until 24:00 (midnight) on the last day of the that Period). In this case, Telepass will inform the Customer of the suspension of the GO by Telepass service - if possible before the suspension begins or, at the latest, immediately thereafter - indicating the reasons for the suspension in a communication sent by e-mail or through the dedicated app as well as through any other channels activated by Telepass. At the end of the Period of Use in which the suspension occurs (i.e., starting at 00:00 (midnight) on the first day of the following Period of Use), the GO by Telepass service will be automatically reactivated.

Using the dedicated app, the Customer can check at any time the current maximum spending limit as well as the current use of the GO by Telepass service and the amounts (for tolls and other fees relating to the access to highways and to the other areas, parking, streets, structures, infrastructures, means of transport and/or other services strictly connected with mobility operated by the Affiliated Entities) due by the Customers and recorded through the GO by Telepass service (and the related European Telepass Device) during the Period of Use. These data are calculated and updated from time to time by Telepass based on data regarding the Customer's use of the GO by Telepass service sent periodically from ASPI, the other highway operators and from the Affiliated Entities. The Customer acknowledges and accepts, moreover, that the aforementioned data are relevant and are used from time to time by Telepass exclusively for the purpose of calculating the Customer's current use of the GO by Telepass service, based on the aforementioned maximum spending limits. For the purposes of issuing accounting documents and debits for the relevant periods relative to the Customer's use of the GO by Telepass service, Telepass will also use data that is subsequently revised and reconciled, as per the different provisions of Art. 4 below.

3. "PAY PER USE" FEE AND FIXED COSTS OF THE TELEPASS GO SERVICE

- 3.1 By subscribing to the GO by Telepass Online Contract and by using the GO by Telepass service, the Customer (in addition to the amount due for the tolls and other fees provided for the use of the services related to highways and other areas, parking, streets, structures, infrastructures, means of transport and/or other services strictly connected with mobility, operated by the Affiliated Entities, to which the Customer has had

access using the GO by Telepass service) is required to pay in favour of Telepass the costs and fees indicated below (in addition to the shipping costs of the European Telepass Device set forth in this Contract to be paid by the Customer and to the other costs and any indemnities that have accrued under the terms of the Contract, as indicated in the relevant Supplementary Document):

- a) in addition to the service fee that follows, the Customer is required to pay, as the activation cost of the GO by Telepass service, the fixed and non-refundable amount (including VAT) indicated in the Supplementary Document relating to this Contract;
 - b) for the GO by Telepass service (with the "Pay per Use" formula) there is also a service fee, equal to the monthly amount (including VAT) indicated in the relevant Supplementary Document, to be charged to the Customer, within the limits indicated in letter c) below, for each calendar month in which the detection systems have detected the use of the European Telepass Device delivered to the Customer on one (or more than one) of the motorway networks included in the Electronic Toll Payment Service or for use one or more than one Additional Services included in the GO by Telepass service (e.g. access to ferries, parking at affiliated facilities, etc.). Therefore, in the case (i) of one or more transits, in the same calendar month, within the Italian Network, the Spanish Network, the Portuguese Network and/or the French Network and/or (ii) of use, in the same month, of one (or more than one) of the Other Electronic Toll Payment Services (e.g. access to parking at affiliated facilities, etc.) or the Additional Services, the aforementioned service fee for that calendar month will be equal to the aforementioned monthly amount (including VAT) indicated in the Supplementary Document. If no use of the European Telepass Device delivered to the Customer is detected in a calendar month - on one (or more than one) of the motorway networks included in the GO by Telepass service or to take advantage of one or more than one of the Other Electronic Toll Payment Services and/or Additional Services included in the same service - the service fee indicated above will not be due for this month;
 - c) if the Customer uses the Telepass Go service for several calendar months, the Customer will be charged, in accordance with the provisions of letter b) above, for the relative service fees up to the maximum amount, per calendar year, indicated in the Supplementary Document relating to this Contract.
- 3.2 The shipping costs to deliver the European Telepass Device to the Customer, in cases where this Contract expressly indicates that this expense will to be charged to the Customer, are indicated in the table provided in the Supplementary Document relating to this Contract.
- 3.3 If the Customer requests to use instead of the European Telepass Device foreseen by Telepass, another European Telepass Device (for example, of a different colour or model), the specific amount indicated in the Supplementary Document relating to this Contract will be charged (including VAT), in addition to shipping costs charged to the Customer to the extent indicated in the same Supplementary Document. It is understood that, in such cases, the Customer will not be charged again for the cost of activating the service referred to in Article 3.1, letter a) above.
- 3.4 The Customer can view and print free of charge the detailed list of the trips related to its vehicles, registered by ASPI and other motorway operators through the electronic toll payment systems, debited in the accounting document issued by Telepass and still to be invoiced, by accessing the relevant area using the dedicated app, with the methods indicated in Art. 1.7 above.
- Without prejudice to the provisions of the preceding paragraph, the Customer will receive from Telepass a copy of the above-mentioned trips at no cost, in a non-modifiable graphic format, at the email address indicated by the Customer pursuant to this Contract.
- 3.5 The amounts provided for in Articles 3.1, 3.2 and 3.3 and indicated in the related Supplementary Document are subject to change in accordance with Art. 8.3 below.

4. ISSUANCE AND DELIVERY OF ACCOUNTING DOCUMENTS

- 4.1 Telepass, for each calendar month in which the Customer uses the GO by Telepass service, sends the Customer an accounting document, for the period and with the frequency indicated below, summarizing the amounts due to Telepass for this month and the relative invoice issued by Telepass based on the provisions of Art. 3 above. For each calendar month concerned, the Supplementary Document and the Telepass invoice are issued on the 23rd of the following calendar month. If the Customer does not use the GO by Telepass service during a calendar month and nothing else must be charged to the Customer in favour of Telepass, the Supplementary Document and the invoice will not be issued.
- The amounts billed to the Customer pursuant to the previous paragraph will be debited on the date of issuance of the Telepass invoice.
- 4.2 Telepass, moreover, in relation to each calendar month in which the Customer uses the GO by Telepass service, sends to the Customer, for the relevant periods and with the frequency indicated below, an accounting document summarizing the additional charges for this month and the invoices (or other suitable document) issued (i) by ASPI, according to the terms provided in the Contract with ASPI referred to in the premise, or from Telepass, for the tolls relating to the transits made and debited in the reference period, and (ii) where applicable, by the Affiliated Entities for the services used by the Customer, to which the Customer had access through the GO by Telepass service and the related European Telepass Device:
- a) for the period between the first and fifteenth day (included) of the calendar month concerned, the accounting document and the invoices referred to above are issued on the 23rd of the same month;
 - b) for the period between the sixteenth and the last day (included) of the calendar month concerned, the accounting document and the invoices referred to above are issued on the 8th of the following calendar month.
- If the Customer does not use, during one of the relevant periods referred to in letters a) and b) above, the GO by Telepass service and nothing else must be charged to the Customer, the Supplementary Document and the related invoices will not be issued.
- Charges for amounts billed to the Customer pursuant to this paragraph 4.2 will be debited on the date of issuance of the related summaries and invoices.
- 4.3 In the event of termination of the contractual relationship, the latest summaries and invoices will be issued with reference to the last relevant period preceding the closing of the relationship.
- 4.4 Telepass will make available to the Customer, via email and through the dedicated app, free of charge, the summary accounting documents and the invoices referred to in paragraphs 4.1, 4.2 and 4.3 above, in accordance with the terms and conditions described above. Telepass, therefore, will not send such documents in paper format.
- Any Customer who has contracted the GO by Telepass service may, at any time, view, save and print the summaries and invoices mentioned above, as provided for in Art. 1.7 above, and without being charged by Telepass for any additional cost. To this end, Telepass will produce a non-editable file in graphic format, containing the image of the invoice, which will also be digitally archived for a period of not less than 10 years pursuant to Art. 2220 of the Italian Civil Code. This file will be made available to the Customer through the dedicated app, using security measures deemed appropriate by Telepass and aimed at reducing the risks of unauthorized access to data and of failure to comply with the requirements introduced by current legislation in terms of protection of personal data. It will be the Customer's responsibility to access the accounting documentation through the dedicated app in order to print the invoice for conservation and accounting registration purposes.
- 4.5 Without prejudice to the frequency and the terms for issuing invoices, as provided for in the previous paragraphs, Telepass will notify the Customer of the issue and consequent availability of the aforementioned accounting documents and invoices by means of an e-mail message to be sent on the date of issue of each invoice.

Accounting documents and invoices (including travel/transit lists) will remain accessible to the Customer for at least 24 months from the date of issue; after this period, Telepass reserves the right to guarantee access to the aforementioned documentation through the dedicated app within the time technically required for putting the file containing the invoice(s) or other requested documents back online. In any case, the Customer can always request a copy of the invoices to be sent from Telepass, conforming to the original, in the manner set forth in Art. 4.8 below.

- 4.6 Telepass declines all responsibility for any claims of the Customer relating to the inability to use the service of electronic delivery of invoices for reasons beyond its responsibility.

Telepass shall not be liable for damages, direct or indirect claims, resulting from the failure and/or malfunction of the Customer's or third party's electronic equipment, including Internet Service Providers, for telephone and/or telematic connections not managed directly by Telepass or by persons for whom Telepass is responsible.

- 4.7 Without prejudice to the provisions of Art. 4.6 above, the Customer acknowledges and accepts that Telepass cannot in any case be held liable for any type of damage, direct or indirect, caused to the Customer or to third parties for facts that are beyond Telepass' control or in any case beyond its responsibility in relation to: (i) the use or temporary impossibility to use the service; (ii) any interruption of the service; (iii) the unauthorized access or alteration of transmissions or data of the Customer by third parties, including, inter alia, any damage, including economic damage, suffered by the same Customer for loss of profit, use, loss of data or other intangible elements.

The Customer undertakes to use the service exclusively for lawful purposes and those permitted by the applicable laws in force, by customs and practices, by the rules of due diligence, in any case without infringing the rights of any third party, whether a user of the means of communication or not, and paying particular attention to the rules of data protection, to the laws on the protection of intellectual and industrial property and the regulations on telecommunications.

- 4.8 Without prejudice to the provisions of the preceding paragraphs, Telepass shall, at no charge, send copies of the accounting documents and invoices referred to above to the email address indicated by the Customer pursuant to the Contract in non-modifiable graphic format to the Customers who request this service through the dedicated app or by submitting the appropriate form (available on the website www.telepass.com) to a Punto Blu (Blue Point) or motorway Concessionaire Service Center or by sending it to Telepass at the addresses indicated in Art. 1.7 above.

- 4.9 Any dispute regarding the amounts invoiced and debited must be received by Telepass in writing within 60 (sixty) days from the date of publication of the invoice in the manner prescribed by this Contract, or, from the date of receipt of the copy of the invoice.

5. WITHDRAWAL

- 5.1 The GO by Telepass Online Contract is concluded for an unlimited period, except in cases of withdrawal and termination of the relationship governed by the Terms and Conditions of the contract.

Telepass reserves the right to discontinue the GO by Telepass service at any time, giving at least two months' notice to ASPI and its customers by means of written notice made available by Telepass on the website www.telepass.com and through the dedicated app. In this case, Telepass will have the right to terminate the Contract with the Customer by written notice sent to the Customer's address with at least two months' notice, with the consequent automatic termination of the ASPI contract with the Customer when the withdrawal of Telepass from the GO by Telepass Online Contract goes into effect.

On the effective date of withdrawal, the Customer must immediately pay Telepass any sum due (including any charges generated up to the date of withdrawal, even if accounted for in subsequent debit summaries, as well as any charges debited after the effective date of withdrawal for any further unauthorized or fraudulent use of any Telepass Device / European Telepass Device that has not been returned) prior to the date of the actual payment, without prejudice to the lack of obligation for the Customer to pay the portion of the monthly service fee related to the remaining unused portion of the reference period.

The Customer acknowledges and accepts that late payment of amounts due in relation to even a single unsuccessful charge may result - within the limits and under the conditions provided for by applicable legislation and as illustrated in the "privacy" policy set out below in this Contract - in the communication of his/her data to databases and/or public and/or private credit information systems in compliance with legal obligations and/or contractual obligations and that the registration of negative information in his/her name in such databases may make it more difficult for him/her to access credit.

In the cases referred to in this par. 5.1, the Customer is required to return the European Telepass System to one of the distribution points of Telepass (Punto Blu (Blue Points) or motorway Concessionaire Service Centers) or by mail with charges to be borne by Telepass itself, in accordance with the provisions of Art. 6.4 below.

The Customer has the right to withdraw from the GO by Telepass Online Contract at any time and without any penalty or closing costs, by notifying Telepass: (i) by sending, in the manner indicated in the "Contacts" section of the www.telepass.com website, or, by registered mail with acknowledgement of receipt, to the address indicated in the following Art. 7.2 - a written notice of withdrawal accompanied by a copy of the identity document of the Customer holding the Contract; (ii) by visiting a Punto Blu (Blue Point) or a Service Center of motorway concessionaires. In this case, the Customer shall return the European Telepass Device to Telepass at a Punto Blu (Blue Point) or a Service Center of motorway concessionaires, or by posting it at the Customer's expenses, in compliance with Article 6.4 below. In case of withdrawal, the Customer shall bear the costs and expenses incurred by Telepass for the performance of the Contract as well as all the amounts owed by the Customer for the Electronic Toll Payment Services and the Additional Services which the Customer has used through the GO by Telepass service during the period between the conclusion of the Contract and the receipt by Telepass of the notice of withdrawal.

It is understood that the withdrawal will be effective on the date of receipt of the European Telepass Device by Telepass.

In case of failure to send the withdrawal notice and/or in case of failure to return the European Telepass Device in the terms established above, the contractual relationship will not be deemed to have been terminated.

It is understood that in all cases of dissolution of the GO by Telepass Online Contract, including those referred to in this Art. 5, also the contract between the Customer and ASPI governed by the Rules and General Conditions of use of the ASPI Telepass system, referred to in the premises, will cease to have effect automatically on the same date.

6. SUSPENSION AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP

- 6.1 Telepass may suspend the use of the GO by Telepass service, in addition to the other cases provided for in this Contract, at any time and with immediate effect, if there is a justified reason.

By way of example only but not limited thereto, the suspension of the GO by Telepass service may take place (i) in the event of communication of incorrect and/or false and/or no longer valid data in the request to subscribe to the service, or failure to give notification, during the contractual relationship, of variations to the data provided at the time of the initial request; (ii) insolvency; (iii) changes in the Customer's

economic conditions that may significantly increase the risk of default of the same; (iv) failure to pay the amounts due within the applicable terms, including the hypothesis of failure for any reason of the debiting of the due charges to the Customer's credit card; (v) any use of the European Telepass Device not in compliance with the provisions of the Contract or other causes not attributable to Telepass; (vi) termination by decision of Telepass of other contracts between Telepass and the Customer.

Telepass will notify the Customer of the suspension before it goes into effect, if possible, or else subsequently, as soon as possible, in a communication sent by e-mail and/or through the dedicated app as well as through any other channels activated by Telepass.

In the cases referred to in this Art. 6.1, Telepass, as a result of any clarifications that the Customer may provide and/or based on further investigations and assessments made by Telepass, may reactivate the GO by Telepass service. If, on the other hand, Telepass finds that the aforementioned justified reasons exist, it may withdraw from the relevant Contract in accordance with and with the effects of the provisions contained in paragraph 5.1 above or, if the conditions exist, terminate the Contract itself pursuant to Art. 1456 of the Italian Civil Code and terminate the GO by Telepass service, in accordance with and with the effects set out in the provisions contained in Article 6.2 below.

- 6.2 The Parties agree that, without prejudice to any right of Telepass to compensation for damages and anything else provided for by law and this Contract, the contractual relationship concerning the GO by Telepass service may be terminated by law by Telepass, pursuant to and for the purposes of the Article 1456 of the Italian Civil Code, in the following cases: (1) in any case of ascertained failure to make timely payment of all amounts due from the Customer and debited by Telepass; (2) in the event that the European Telepass Device issued to the Customer is no longer enabled for the aforesaid service; (3) in the event of use of the aforesaid Device and/or the GO by Telepass service by unauthorised parties and/or with unauthorised vehicles, in accordance with the provisions of the Rules and Conditions of this Contract; (4) in any case of fraudulent use of the European Telepass Device to evade payment in whole or in part of the amount actually due from the Customer; (5) in the event of failure to report (or false declaration in lieu of affidavit) the theft or loss of the European Telepass Device; (6) in the event of incorrect or inaccurate updating, by the Customer, of the data relating to the Contract; (7) in the event that the Customer, following the report of theft or loss of the European Telepass Device, does not make, in the 60 (sixty) days following the communication referred to in the first paragraph of Article 2.2 above, a request for a new Device.

It is understood that, in the cases of termination referred to in the previous provisions, the contract between the Customer and ASPI governed by the Rules and General Conditions of use of the ASPI Telepass system, referred to in the premise, will automatically cease to be effective.

- 6.3 If Telepass intends to make use of the express termination clause with reference to one of the cases provided for in Articles 6.1 and 6.2 above, it must notify the Customer in writing at the address indicated by the latter in accordance with the Contract.
- 6.4 In the event of termination of the contractual relationship and in the case of withdrawal as per Article 5 above, the Customer is required, within 20 (twenty) days of termination of the relationship, to return the European Telepass Device to Telepass (i) at one of the Punti Blu (Blue Points) or motorway Concessionaire Service Centers, which will issue to the Customer a receipt for the return of the Device, or (ii) by sending it at his/her own expense by registered letter with acknowledgement of receipt to the address referred to in Article 7.2 (in the case of postal delivery to Telepass, Telepass will provide proof of the actual receipt of the Device).

In the cases referred to in the previous paragraph, if the European Telepass Device is not returned within the aforementioned term, Telepass will debit the Customer on the invoice, in the manner provided for in Art. 4 above, the amount of € 25.00, as a penalty for failure to return the Device.

Failure to return or late return, within the aforementioned term, and any use or alteration for fraudulent purposes of the unreturned European Telepass Device will be prosecuted in civil and criminal proceedings, including under the terms of Art. 55 of Legislative Decree No. 231/2007.

In the event of termination or withdrawal pursuant to this Article and Art. 5 above, the maximum time limit for closing the contractual relationship with the Customer and the related obligations will be no more than 1 year, except for any subsequent contingencies previously unknown or unknowable to Telepass.

7. RELATIONS WITH TELEPASS S.P.A.

- 7.1 In the absence of timely notice of any changes, which may also be made through the dedicated app, the domicile of the Customer, for all purposes of the contractual relationship, including tax purposes, will be the one stated in the application form, which must correspond to the one indicated by the Customer for access to the Additional Services referred to in Art. 1.5 above.
- 7.2 Any written communication concerning the existing relationship with Telepass must be addressed to:
TELEPASS S.p.A. - Customer Care
Casella Postale 2310 succursale 39 - 50123 FIRENZE; or:
sent through the website: www.telepass.com,
unless otherwise specified in the contract.

8. PERIODIC COMMUNICATIONS AND MODIFICATION OF THE CONTRACTUAL CONDITIONS

- 8.1 At the end of the Contract and, in any case, at least once a year, Telepass shall send on a durable medium an analytical communication giving complete and clear information on the progress of the contractual relationship and an updated report on the conditions applied on a durable medium.
The periodic communication, which includes a statement of the amounts debited and the Supplementary Document containing also the updated economic conditions, is sent to the e-mail address indicated by the Customer pursuant to this Contract and will also be rendered available in the personal area of the dedicated app. In the absence of written opposition from the Customer, the communication shall be deemed approved after 60 (sixty) days from its receipt by the Customer.
- 8.2 The Parties hereby agree that, in the event that the relationship governed by these Rules and Conditions has not recorded transits or other transactions for more than a year, Telepass is entitled not to send the Customer the periodic communications referred to in Art. 8.1 above.
- 8.3 Telepass has the right to unilaterally modify these Rules and Conditions if there is a justified reason to adapt the related services to unexpected needs such as those of a technical nature and/or any management of the services themselves that affects the contractual relationship, as well as to comply with requirements imposed by law and/or mandatory decisions of Authorities.

Changes in the economic and regulatory conditions will be communicated as a "Proposal for unilateral modification of the Contract" and sent to the Customer by certified email to the email address indicated by the Customer himself/herself pursuant to the Contract.

in writing to the Customer and sent by post to the address provided by the Customer, charging the same, in the case of acceptance, in the first subsequent invoice the cost incurred for sending it. Telepass will send the changes in the economic and regulatory conditions referred to in the previous paragraph to the e-mail address of any Customer who makes an explicit written request to Telepass in relation thereto.

The Proposal for unilateral modification of the Contract must indicate (i) the starting date of the variations, which may not be less than 60 (sixty) days from the date of receipt of the communication, (ii) the right of withdrawal granted to the Customer and (iii) any other element required by the current regulations and related implementing provisions.

The Customer, within 60 (sixty) days from receipt of the Proposal for unilateral modification of the Contract, may withdraw with immediate effect, without penalty, by sending a specific communication to Telepass by registered mail with return receipt to the address indicated in Article 7.2 or hand-delivered by the Customer at a Punto Blu (Blue Point) or a Service Center of motorway concessionaires, having the right to see applied the conditions previously applied during the liquidation of the relationship. After this period, in the absence of withdrawal, the changes are deemed to have been accepted.

The foregoing shall not apply in the event of changes imposed by law and/or by mandatory provisions of Authorities, which shall be applied with immediate effect according to the times and methods provided for by the legislation which introduced them, without the need for prior notice.

- 8.4 The Rules and Conditions contained in this document are binding for the Customer from the moment the relevant Contract is signed, or, from the date of entry into force of the same, if so indicated at the bottom of this document, without prejudice to the provisions of Art. 8.3 above.
- 8.5 An updated copy of the Rules and Conditions relating to this Contract and the connected Supplementary Document is available at all Autostrade per l'Italia S.p.A. Punto Blu (Blue Points) and Telepass Points and motorway Concessionaire Service Centers and can be consulted and printed from the website www.telepass.com or through the dedicated app.

9. APPLICABLE LAW - JURISDICTION - LANGUAGES USED

- 9.1 This Contract is governed by Italian law. In any case, should the Customer qualify as a consumer pursuant to EU Reg. 1215/12 or the legislation of his own State of residence or domicile, the rights possibly attributed to the consumer by mandatory provisions of law in that State will be reserved.
- 9.2 For any dispute that may arise between the Parties, which is not resolved through the use of the procedure governed by Art. 10, the competent court, for cases in which the customer is qualified as a consumer under the Consumer Code (Legislative Decree no. 206/2005) or Reg. EU 1215/12, is that of the court of the place of residence or domicile of the Customer, or, only if so chosen by the Customer, the court of the State in which Telepass is based.
- 9.3 These Rules and Conditions and the relative application forms, the Supplementary Document, the instructions and declarations provided for in the context of the online application procedures for the GO by Telepass Online Contract, the pre-contractual information and the information on the processing of personal data made available to the Customer by Telepass, the General Rules and Conditions of ASPI and any other contractual document relating to the Contract itself are prepared both in Italian and in the additional languages indicated by Telepass on its website and in the dedicated app. In case of conflict between the provisions in Italian and those in another language, the interpretation more favourable to the Customer will prevail. Communications made in writing by Telepass and the Customer pursuant to this Contract may be made in Italian or in the other languages indicated by Telepass on its website and in the dedicated app.

10. CONCILIATION PROCEDURES AND OUT-OF-COURT SETTLEMENT OF DISPUTES

Telepass is a party to the Agreement between Autostrade per l'Italia S.p.A. and the Consumer Associations Adoc, Adusbef, Adiconsum, Codacons and Federconsumatori, currently signatories to the Conciliation Protocol, which provides for the establishment of a Conciliation Office for the out-of-court settlement of disputes through the Conciliation Procedure. Telepass S.p.A.'s Customers, represented by the aforementioned Associations, if dissatisfied with the response to a complaint, can easily and quickly resolve disputes concerning the incorrect management of Telepass contracts.

The procedure is free for the Customer, except for the expenses related to the correspondence sent.

The request for conciliation - presented by means of a special form available on the website www.telepass.com or at the Punto Blu (Blue Points) and the local offices of the Consumer Associations - should be sent, by registered letter with return receipt, to the address indicated in Art. 7.2 above or via e-mail to the address conciliazione@autostrade.it. The request will be examined by a Conciliation Commission composed of a Telepass conciliator and a conciliator of one of the Consumer Associations. In the event of an agreement between the Parties, the conciliation shall end with the settlement of the case. The Customer is free to accept or refuse the proposed solution. The Procedure shall in any case be concluded no later than 120 (one hundred and twenty) days from the date of receipt of the request.

The recourse to the Conciliation Office does not deprive the Customer of the right to bring an action before the competent judicial authority at any time.

Furthermore, we inform you that, pursuant to EU Regulation no. 524/13, for the resolution of disputes relating to contracts concluded online, as is the case for this Contract, there is the possibility of using the Online Dispute Resolution (ODR) procedure established by the European Commission and available on the website <http://ec.europa.eu/odr>.

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