

Conorzio DKV GUIDELINE FOR APPLYING FOR AND USING TELEPASS DEVICES

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1. Subject of contract and conclusion of the contractual relationship:

TELEPASS SL ("**TELEPASS**") is the system introduced by the Italian motorway company Autostrade per l'Italia ("**ASPI**"), which allows for dynamic processing – i.e. without the vehicle coming to a stop – of the payment of fees for use of the Italian motorway network on specially equipped lanes.

The member ("**member**") of CONSORZIO DKV EURO SERVICE ("**Consorzio DKV**") means the professional person or company already registered as a Consorzio DKV member for their commercial purposes, such existing membership being a prerequisite for use of the TELEPASS device.

The member of Consorzio DKV may apply to Consorzio DKV for a TELEPASS device (also referred to below as the on-board unit – "**OBU**"). The member will then receive the requested TELEPASS device(s) from Consorzio DKV.

On conclusion of contract and receipt of the TELEPASS device, the member undertakes to accept billing via invoices of Consorzio DKV for all fees registered by TELEPASS as well as the amounts payable for additional services in accordance with the articles below.

The TELEPASS device is specific to a single vehicle belonging to the member, the registration number of which must be communicated when the application form is submitted, and may only be fitted in that vehicle.

The Member undertakes to use the TELEPASS devices provided and associated services solely for lawful purposes.

This guideline shall initially apply to the TELEPASS devices listed in the order form, and thereafter also to TELEPASS devices ordered or replaced at a later date in the framework of Consorzio DKV membership.

The Consorzio DKV member accepts the guideline by ticking the relevant checkbox in the course of the order process. Acceptance by Consorzio DKV of the corresponding contractual relationship shall be effected either explicitly or through order confirmation of the first individual order ensuing from the contractual relationship governed by this guideline.

2. Title to OBUs:

The TELEPASS device is loaned to the member, but remains the property of TELEPASS and cannot be passed on to third parties on any legal basis. In addition, the member shall be responsible for any intentional tampering with or improper use of the TELEPASS device in terms of both civil and criminal law.

3. Installation and use of OBUs:

In as far as the device is installed in the vehicle by the member at his own expense, it should be noted that the member shall fit and use the TELEPASS device in accordance with the directions contained in the installation instructions which were provided to the member together with the TELEPASS device. The member shall be liable for any damage caused to the device, the vehicle in which the device is fitted or to third parties as a result of non-compliance with the provisions set out by the above point; TELEPASS and Consorzio DKV shall be expressly released from any liability in this regard.

Use of the TELEPASS device covers the entire Italian motorway network subject to tolls provided that the special TELEPASS lanes are used both on entering and exiting the motorway. If the member enters the motorway via a special TELEPASS lane at a toll station and then exits for whatever reason via a lane not set up for the use of the TELEPASS device, he must inform the cashier which toll station he used to join the motorway. In such case, Consorzio DKV shall charge the member the amount due for the stretch of

motorway specified or, if said information does not tally, for the stretch of motorway that ASPI's checks reveal was actually covered.

If, in the above cases, entry by the member has not been recorded by the TELEPASS system, travel on the motorway shall be deemed to be in breach of the conditions governing use of the motorway. The system uses video cameras installed on the respective lane to automatically record the registration number of the vehicle using the motorway, and the member is required to pay the toll for the stretch of motorway from the point of entry furthest from the exit where he leaves the motorway.

4. Conclusion of individual contracts / Free-flow routes:

In the toll territory of Italy the use of toll roads is managed in the framework of a commission agent scheme. Here Consorzio DKV is entitled, by virtue of corresponding agreements with the company and the toll service provider TELEPASS, to invoice its members for toll charges in its own name and for the account of others and to collect the relevant toll charges. Supplies and services are thus fundamentally provided to the member by Consorzio DKV.

A free-flow section means a section of carriageway consisting of one or more lanes on a toll road without toll barriers, on which motor vehicles do not need to stop or slow down for the purpose of toll recording. This section of road is equipped with systems, e.g. camera bridges with sensors (also referred to below simply as a: "**camera bridge**"). When members drive under such a system, the OBU records the toll event.

Whenever a free-flow section is used (e.g. by driving under a camera bridge), an individual contract comes into being between Consorzio DKV and the member regarding the right to use the road granted by Consorzio DKV to the member for use of the respective free-flow section in accordance with the conclusion of individual contracts described in this paragraph. In this respect the member is obliged to pay the toll charges/fees incurred for use of the free flow section. This also applies if there is no TELEPASS logo affixed to or positioned ahead of a system located on the free-flow section, e.g. a camera bridge, or if there is nothing else to indicate to the member that this is a Consorzio DKV or TELEPASS system before passing under it on a free-flow section.

5. Post-event recording of transactions (RMPP):

In cases where the toll has been recorded incorrectly and/or has not been recorded at all by the TELEPASS device, such use can be recorded after the toll event, even if the member's identity has not been verified in this regard by the TELEPASS device.

The member hereby expressly instructs Consorzio DKV to record usage of the toll routes by his motor vehicles by means of the post-event recording procedure.

In such cases the member will receive a document reporting the missed toll payment ("**Rapporto di Mancato Pagamento Pedaggio**" or RMPP for short) from the relevant Italian toll provider. This amount shown in the document must be paid by the member within the periods specified in the RMPP (up to 15 calendar days). He may submit a scanned copy of these documents to Consorzio DKV within 2 calendar days after receipt of the RMPP, stating the number of his TELEPASS device used and activated at the time of the transaction in order to arrange for post-event recording of these toll transactions via Consorzio DKV. To this end the member authorises Consorzio DKV to transmit the necessary data to the respective toll provider for post-event recording. These data, which are required for post-event recording, may in particular include the following:

- RMPP number
- Number of the activated TELEPASS device.

After verification by Consorzio DKV and the respective toll provider, the member will be invoiced the amount based on post-event recording, at the latest within three months. Consorzio DKV expressly informs the member that the respective Italian toll provider may impose penalties in the event of outstanding payment. These must be paid by the customer to the toll provider.

6. Member's obligations of information:

The member undertakes to inform Consorzio DKV in advance of any change in the registration number of a vehicle in which a TELEPASS device is to be used.

In the event of loss or theft of the TELEPASS device, the member shall immediately notify Consorzio DKV in writing. In the event of exchange or return due to ending of the membership, the TELEPASS device must be sent in to the following address:

Consorzio DKV EURO SERVICE
c/o DKV EURO SERVICE GmbH + Co.KG

OBU Management
Balcke-Dürr-Allee 3
40882 Ratingen
Germany

In addition, Consorzio DKV must be immediately notified in the following cases:

- a) deletion of a vehicle in which a TELEPASS device is fitted from the official register of vehicles (PRA);
- b) defects in a TELEPASS device.

7. Blocking of OBUs:

Consorzio DKV reserves the right to have OBUs blocked in full or only for certain services on a temporary basis. Temporary blocking of all OBUs with the same registration may last a maximum of 30 calendar days and temporary blocking of an individual OBU a maximum of 60 calendar days (these periods are referred to below as "**maximum block**").

Consorzio DKV may have a blocked OBU reactivated during a temporary block. However, in the event of such reactivation with the member's consent, all fees and charges incurred during blocking of the OBU concerned shall be borne by the member.

Once the maximum block has expired (without reactivation), temporarily blocked OBUs are considered to be irreversibly and permanently blocked. The member is obliged to immediately return the OBUs to the following address on expiry of the maximum block:

Consorzio DKV EURO SERVICE
c/o DKV EURO SERVICE GmbH + Co. KG, OBU-Management, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany.

With the loss or theft of an OBU, the member shall inform Consorzio DKV immediately.

In the event of loss or theft of an OBU, Consorzio DKV or TELEPASS will have the OBU concerned permanently blocked. Where a permanent block is not effected earlier, it shall be deemed to have taken place at the latest 48 hours after notification of Consorzio DKV by the member. Consorzio DKV may therefore no longer charge the member for any services procured via the OBU concerned after permanent blocking or, where this time precedes the permanent block, after expiry of the aforementioned 48-hour period.

The OBU cannot be reactivated after permanent blocking. If the member recovers the OBU after permanent blocking,

he must return it to the above address given to him by Consorzio DKV at his own expense and risk.

Consorzio DKV shall immediately inform the member of temporary blocking, the lifting of a temporary block and permanent blocking of one or more OBUs.

8. Theft/loss of OBUs:

Should the member find the TELEPASS device reported as lost or stolen again, it may not be used but must be immediately sent in to the above address.

If a TELEPASS device reported as lost or stolen is found in the possession of the member or of a person he has authorised, the member shall pay the tolls due for journeys recorded by the TELEPASS device following the notification of theft or loss and any other costs incurred by TELEPASS and/or Consorzio DKV for recovery of the device. The member will thus be charged the amounts specified and may also be the subject of legal action in the civil and criminal courts in conjunction with misuse.

The member shall not be exempted from the obligation to pay tolls for recorded journeys involving misuse of the TELEPASS terminal by third parties unless both the member and the authorised driver of the vehicle in which the TELEPASS device is fitted have taken sufficient measures to prevent misuse of the device, which shall also be demonstrated by the member; at all events, exemption from the obligation of payment shall not arise until the day after Consorzio DKV receives the aforementioned notification.

9. Return request for OBUs:

Should TELEPASS or Consorzio DKV request return of the TELEPASS device for whatever reason, its use is then prohibited. Failure to heed this instruction shall be deemed misuse, and TELEPASS and Consorzio DKV reserve the right to bring legal action against the member in the civil and criminal courts in the framework of the applicable provisions.

10. Discontinuation of the services associated with TELEPASS devices:

TELEPASS reserves the right to discontinue the services associated with the TELEPASS device at any time. Consorzio DKV consequently reserves the right to likewise discontinue the services associated with the TELEPASS device, whereby members shall be notified accordingly 30 calendar days prior to the date of discontinuation. In this case, the member shall be required to return the device immediately in accordance with the provisions of Art. 12 below.

11. Fees:

The monthly fee for use of the TELEPASS device is €1.50 plus VAT for each device issued on submission of this form and will be charged by means of the Consorzio DKV invoice. This amount may be amended, whereby the provisions of the articles below shall remain unaffected.

The member shall pay to Consorzio DKV these amounts plus value-added tax at the applicable rate.

12. Termination:

Termination of the contractual relationship may:

- a) be effected by the member in compliance with the Articles of Association and the other terms and conditions of Consorzio DKV;
- b) be declared by Consorzio DKV vis-à-vis the member in the event of any late payment of invoices, with use of the services associated with the TELEPASS devices by persons and/or vehicles without authorisation according to the guideline, with misuse of the TELEPASS device for the purpose of avoiding payment of the toll actually incurred in

whole or in part, with failure to report or to falsely report theft or loss of the TELEPASS device and with incorrect or delayed updating of the contractual data.

The contractual relationship shall moreover in any case end automatically when membership of Consorzio DKV comes to an end.

In the event of termination of the TELEPASS contractual relationship and with discontinuation of the services associated with the TELEPASS device, the member must immediately send Consorzio DKV the TELEPASS device to the address given above on receiving notification to this effect: Consorzio DKV shall inform the member of receipt of the device.

Consorzio DKV will charge a fee of EUR 25.82 where TELEPASS devices are not returned to the address given by Consorzio DKV on ending of the membership with Consorzio DKV, with a need for the replacement of TELEPASS devices or following their late return. A return shall be deemed to be late where the member fails to return the OBU to Consorzio DKV within 15 calendar days after a request for return.

If TELEPASS devices are not returned for a reason for which the member is responsible (e.g. OBU lost) or where defective OBUs are not returned, Consorzio DKV will charge a fee of EUR 24.59.

These amounts will be invoiced by means of the Consorzio DKV invoice, in addition to the tolls incurred and recorded after the request for return and in addition to the costs incurred for deactivation of the TELEPASS devices.

The member may be the subject of legal action in both the civil and the criminal courts in the event of failure to return the device, to return it in a timely manner, or misuse of or tampering with the unreturned device.

13. Amendments to the guideline:

TELEPASS and Consorzio DKV may amend these terms and conditions; Consorzio shall inform the member thereof in advance. Consorzio DKV shall notify the member of any changes to the fee for use of the TELEPASS devices, the contractual penalty and/or surcharges owed to Consorzio DKV for the services associated with the TELEPASS devices. Changes resulting from a decision taken by TELEPASS to increase the administration fee for the TELEPASS device do not give rise to a right of objection on the part of the member. In such cases Consorzio DKV shall announce the date on which such change is due to come into force, whereby the member's right to effect termination of the contractual relationship shall remain unaffected subject to the notice period specified in each case.

14. Refunding of tolls:

The use of a TELEPASS device allows Consorzio DKV members to claim refunds of the motorway toll in accordance with the relevant ministerial decisions of Italy's Ministry of Infrastructure and Transport. To do so, the member must fulfil the requirements and conditions stipulated in the ministerial decisions. A key condition requires the member to ensure and guarantee that the registration number-specific OBU is fitted only in the intended vehicle and that it is used in that vehicle only (each OBU is specifically registered for a single vehicle). It is expressly forbidden to use the OBU in a vehicle other than the one registered or assigned to the OBU. Where a member either registers in breach of this guideline several TELEPASS devices or OBUs of other suppliers for a vehicle or uses the OBU in a vehicle other than the registered vehicle, this may lead to the forfeiture of refunding.

Pursuant to Article 2 of its Articles of Association, Consorzio DKV will apply to the competent authorities for refunding of the toll on behalf of the Consorzio DKV member for all sales generated in Italy with the TELEPASS device based on the data provided at the time of registration. If required, the member may be asked to check and supplement said data.

15. Liability:

The member acknowledges and accepts that in no case can TELEPASS and/or Consorzio DKV be held liable for direct or indirect damage of any nature sustained by the member or any third party for reasons beyond the control of TELEPASS and/or Consorzio DKV; this in particular applies to damage arising in conjunction with:

- the use or temporary impossibility of use of the TELEPASS devices;
- any interruption to the services associated with the TELEPASS devices;
- unauthorised access to or tampering with data transfers or data of the member by third parties, including, but not limited to, any financial losses that the member might sustain as a result of loss of profit, loss of use, loss of data or other intangible circumstances.

16. Data protection:

Consorzio DKV collects and processes personal data in conjunction with the provision of services by Consorzio DKV for the purpose of the electronic charging/payment of tolls and other fees using OBUs supplied. Here Consorzio DKV becomes within the framework of this particular condition an independent controller under data protection law as defined by Art. 4 (7) GDPR. Data processing shall be carried out for the purpose of processing toll payments, including possible registration of the Customer for the provider's systems and subsequent billing of these services. This may also include data processing for the purposes of fault analysis, detection of misuse and to ensure IT security. The legal basis for the data processing necessary here is Art. 6 para. 1 (1) point b GDPR (performance of a contract) and Art. 6 para. 1 (1) point f GDPR (legitimate interests). Further detailed information on data protection can be found in [datenschutz-de.pdf](#).

In conjunction with provision of the OBU, toll service providers also process personal data under data protection law as independent controllers as defined by Art. 4 (7) GDPR; Consorzio bears no responsibility for such data processing.

17. Applicable law and interpretation:

This guideline, which is written in Italian, shall also apply to business relationships with foreign members of Consorzio DKV. The Italian version and all other language versions can be viewed on the [DKV website](#) or requested from Customer Support at any time.

Translations of the present document made available to foreign members of Consorzio DKV are provided in their respective national language or in English with the aim of facilitating understanding. In the event of disputes relating to interpretation, the Italian text shall always prevail.

This guideline is subject to Italian law with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna 1980) and without giving effect to the Italian provisions governing the conflict of laws.

As laid down in the Articles of Association of Consorzio DKV, all disputes against members relating to debt collection shall be subject to the exclusive jurisdiction of the Court of Milan (Italy).

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