

SDD Specific Terms and Conditions

SEPA Direct Debit

1. SCOPE

The SDD Specific Terms and Conditions set out the terms and conditions subject to which Satellic offers the User the possibility to pay via SDD, in addition to the payment methods described in clause 7.2 (*Payment of Toll*) of the General Terms and Conditions.

2. DEFINITIONS

In the SDD Specific Terms and Conditions, capitalized terms and expressions shall have the meaning set out below. Capitalized terms and expressions which are not listed below shall have the meaning given to them in the General Terms and Conditions.

Bank Guarantee	Has the meaning given to it in clause 4.3 of the SDD Specific Terms and Conditions;
Bank Guarantee Template	The template for the Bank Guarantee, as made available by Satellic to the User;
General Terms and Conditions	The general terms and conditions of Satellic, which form an integral part of the User Contract;
Guaranteed Payment Method (GPM)	A means for payment of Toll by the User to Satellic, as described in clause 7.2(a) of the General Terms and Conditions or in the SDD Specific Terms and Conditions;
Losses	Any and all damage, losses, costs, expenses, fines, claims, delays and other liabilities;
Payment Request	Has the meaning given to it in clause 8(a) of the SDD Specific Terms and Conditions;
SDD	SEPA direct debit, business to business ("B2B") scheme;
SDD Addendum	The part of the User Contract relating to the User's request to and/or right to pay via SDD, as applicable;
SDD Mandate Form	The standard form for granting a business to business ("B2B") SDD mandate, as made available by Satellic to the User;
SDD Process	The document which sets out the process to be followed by the Parties to implement SDD, as made available by Satellic to the User;
SDD Request Form	The standard form for requesting the right to pay via SDD, as made available by Satellic to the User;
SDD Requirements	The cumulative conditions which must be complied with by the User at any given time to have the right to pay via SDD, as described in clause 4 of the SDD Specific Terms and Conditions;

SDD Specific Terms and Conditions

These specific terms and conditions relating to payment via SDD;

SDD Start

Has the meaning given to it in clause 6(a) of the SDD Specific Terms and Conditions.

3. RIGHT TO PAY VIA SDD

As from the SDD Start, and during such time as the User continues to comply with all SDD Requirements and provided the SDD Addendum is not terminated, Satellic grants the User the right to pay Toll and any fees for Additional Services via SDD.

As from the SDD Start, the User shall pay Toll and any fees for Additional Services for the OBU(s) concerned via SDD, unless and until such time as the User selects another Guaranteed Payment Method, Satellic revokes its approval for payment via SDD and/or the SDD Addendum is otherwise terminated.

4. SDD REQUIREMENTS

The User's right to pay via SDD is subject to the User's fulfillment of and continued compliance with all conditions listed in this clause 4.

4.1 SDD Request Form

- (a) The User shall submit a duly completed SDD Request Form signed by (an) authorized representative(s) of the User to Satellic. The User shall send a scan of the SDD Request Form to directdebit@satellic.be and shall send the original via post to Satellic's registered offices, for the attention of the direct debit team. The User represents and warrants that all information on the SDD Request Form is correct, complete and accurate.
- (b) The User shall accept the SDD Specific Terms and Conditions. By submitting the SDD Request Form, the User acknowledges and accepts that it is bound by the SDD Specific Terms and Conditions, which the User confirms that it has read and accepted.

4.2 Good financial standing

- (a) The User shall be and remain of good financial standing.
- (b) The User's financial standing may, at Satellic's option, be assessed on the basis of a bank declaration, credit checks and/or in any other way as determined by Satellic.

4.3 Bank Guarantee

- (a) The User shall provide and maintain an irrevocable bank guarantee:
 - (i) which is issued by a reputable and creditworthy bank or financial institution which (1) is established in the EU; (2) has at least one of the following ratings: A- by Standard & Poor's, A- by Fitch or A3 by Moody's; and (3) which is approved by Satellic;
 - (ii) which is in the form of the Bank Guarantee Template; and
 - (iii) for an amount equivalent to two (2) months' average Toll (and fees for Additional Services, if applicable) usage of the User

("Bank Guarantee").

- (b) At Satellic's request, the User shall amend the amount of the Bank Guarantee based on the average Toll and fees for Additional Services due by the User. Within two (2) weeks of such a request, the User shall provide Satellic with such an amended Bank Guarantee.
- (c) The Bank Guarantee shall be valid and enforceable for the entire duration of the SDD Addendum. If the terms of the Bank Guarantee specify an expiry date, and the SDD Addendum (or the entire User Contract) has not been terminated by the date thirty (30) calendar days prior to the expiry date of the Bank Guarantee, the User shall extend the validity of the Bank Guarantee with a period of at least twelve (12) months. The User shall provide Satellic with an original of the extended or renewed Bank Guarantee at the latest five (5) business days prior to the expiry of the previous Bank Guarantee.
- (d) Satellic has the right to make a claim under the Bank Guarantee (for the full amount of the Bank Guarantee) if the User fails to:
 - (i) timely comply with its payment obligations under the User Contract;
 - (ii) amend the Bank Guarantee in accordance with clause 4.3(b);
 - (iii) extend the validity of the Bank Guarantee in accordance with 4.3(c); and/or
 - (iv) reconstitute the Bank Guarantee for its full amount in accordance with clause 4.3(e).
- (e) If the Bank Guarantee has been called by Satellic, the User shall ensure that the Bank Guarantee is immediately (and at the latest within two (2) weeks) reconstituted in accordance with the requirements, and for the full amount, set out in this clause 4.3.
- (f) If the User fails to comply with clauses 4.3(b), 4.3(c) and/or 4.3(e), without prejudice to Satellic's other rights and remedies under the User Contract and at law, Satellic has the right to revoke its approval for payment via SDD and Satellic shall notify the User thereof via e-mail. Two (2) business days after the date of sending of such e-mail, the SDD Addendum shall be terminated with immediate effect and the User shall be required to provide another Guaranteed Payment Method in case the User wishes to continue using the Road Network. The User acknowledges and accepts that Satellic shall not be liable for any Losses suffered or incurred by the User in relation to or pursuant to such decision by Satellic.
- (g) Provided that the User has complied with all its payment obligations under the User Contract, Satellic shall return the Bank Guarantee to the User within one (1) month of expiry or termination of the SDD Addendum (or entire User Contract, as applicable).

4.4 SDD Mandate(s)

- (a) The User shall submit (a) duly completed SDD Mandate Form(s) signed by (an) authorized representative(s) of the User and by (an) authorized representative(s) of the User's bank to Satellic. The User shall send a scan of the SDD Mandate Form(s) to directdebit@satellic.be and shall send the original via post to Satellic's registered offices, for the attention of the direct debit team. The User represents and warrants that all information on the SDD Mandate Form(s) is correct, complete and accurate.
- (b) The User shall allow Satellic to perform a penny test to confirm the mandate(s) granted by the User. By submitting the SDD Mandate Form(s), the User acknowledges and accepts that Satellic shall have the right to collect one (1) eurocent (0.01 EUR) from the User's bank account number mentioned on the SDD Mandate Form(s) for test purposes. The User's right to pay via SDD shall be subject to successful completion of the penny test.

4.5 IBAN and business-to-business SEPA direct debit

The User acknowledges and accepts that it shall only be able to pay via SDD if (i) it has and maintains an IBAN (international bank account number); and (ii) its bank supports the SEPA direct debit business-to-business ("B2B") scheme.

5. INITIAL CONFIRMATION OF COMPLIANCE WITH SDD REQUIREMENTS

- (a) Upon receipt of all original documents required pursuant to clause 4 and upon completion of such checks and verifications required pursuant to clause 4 and/or as Satellic considers necessary or useful, Satellic will assess the User's compliance with the SDD Requirements. Satellic will use reasonable efforts to conduct such assessment within a reasonable timeframe of receipt of all required documents from the User and of completion of all checks and verifications.
- (b) In case Satellic determines that the User does not comply with the SDD Requirements, Satellic will notify the User thereof via e-mail. In such case, in accordance with clause 3 of the SDD Specific Terms and Conditions, Satellic shall not grant the User the right to pay via SDD and the SDD Addendum shall be terminated with immediate effect. Satellic's decision in this respect is final and does not need to be motivated. The User acknowledges and accepts that Satellic shall not be liable for any Losses suffered or incurred by the User in relation to or pursuant to such decision by Satellic.
- (c) In case Satellic determines that the User complies with the SDD Requirements, Satellic will notify the User thereof via e-mail. In such case, the User shall have the right to opt for payment via SDD in accordance with the SDD Process, which shall be made available to the User at such time.

6. SDD PROCESS

- (a) The User shall be required to follow the SDD Process to implement SDD. The User acknowledges and accepts that (i) implementing the SDD Process implies the User's acceptance of the terms of the SDD Process; (ii) the SDD Process may need to be conducted once for the User Account and/or for each OBU separately; (iii) the SDD Process shall be deemed completed, for the User Account or an OBU, as applicable, as from the moment Satellic confirms the User's choice for payment via SDD in the system for such User Account or OBU, as applicable ("**SDD Start**").
- (b) From the SDD Start, the User shall have the right to pay via SDD for the User Account concerned or OBU(s) concerned, as applicable.

For each OBU for which the User used another Guaranteed Payment Method before the SDD Start, the User shall receive fee and tax statements for all Toll due by the User for the period ending on the SDD Start. Depending on the applicable Guaranteed Payment Method, such fee and tax statements shall be paid by the User in accordance with the General Terms and Conditions.

- (c) As from the SDD Start, the User's compliance with all SDD Requirements shall constitute a Guaranteed Payment Method for the OBU(s) concerned.
- (d) The User acknowledges and accepts that (i) it shall not be possible to work with a business partner of Satellic for management of its User Account, Vehicles and/or OBUs; and (ii) Satellic shall be able to view and access all Vehicles and OBUs of the User, regardless of whether the User requested to apply SDD for such OBUs. Satellic will use reasonable efforts not to undertake any actions on the User's User Account except as are necessary or useful for the performance of its obligations under the SDD Addendum. For the avoidance of doubt, the User remains fully responsible and liable for managing its User Account, Vehicles and OBUs via the Road User Portal or otherwise. Satellic shall not provide any services relating to the management of the User's User Account, Vehicles and/or OBUs.

7. CONTINUED COMPLIANCE WITH THE SDD REQUIREMENTS

- (a) Satellic shall have the right to verify the User's continued compliance with the SDD Requirements in such way and with such frequency as Satellic deems appropriate. At Satellic's first request, the User shall submit such evidence as is requested by Satellic to demonstrate its continued compliance with the SDD Requirements.
- (b) If, at any given time, Satellic finds that the User no longer complies with all SDD Requirements, Satellic will notify the User via e-mail. Satellic's decision in this respect is final. Two (2) business days after the date of sending of such e-mail, the SDD Addendum shall be terminated with immediate effect and the User shall be required to provide another Guaranteed Payment Method in case the User wishes to continue using the Road Network. The User acknowledges and accepts that Satellic shall not be liable for any Losses suffered or incurred by the User in relation to or pursuant to such decision by Satellic.

8. PAYMENT TERMS

- (a) For each Payment Period, in addition to the tax and fee statements described in clause 8.(a) of the General Terms and Conditions, the User shall receive via e-mail an overview of the Toll and other fees due for such Payment Period for all OBUs for which SDD applies ("**Payment Request**").

As a deviation from clause 8.(e) of the General Terms and Conditions, Satellic shall have the right to collect the total amount mentioned on each Payment Request from the User's bank account as from the date two (2) business days after the date of sending of the Payment Request.

- (b) If Satellic does not timely receive any payment and/or is not able to collect any amount due by the User under the User Contract, without prejudice to its other rights and remedies under the User Contract and at law, Satellic has the right to, at its option:
 - (i) invoke the Bank Guarantee in accordance with clause 4.3; and/or
 - (ii) notify the User via e-mail of Satellic's revocation of its approval for payment via SDD. Two (2) business days of the date of sending of such e-mail, the SDD Addendum shall be terminated with immediate effect and the User be required to provide another Guaranteed Payment Method in case the User wishes to continue using the Road Network. The User acknowledges and accepts that Satellic shall not be liable for any Losses suffered or incurred by the User in relation to or pursuant to such decision by Satellic.

9. SDD ADDENDUM

- (a) The SDD Addendum consists of the SDD Request Form (duly completed and signed by the User) and the SDD Specific Terms and Conditions. The SDD Addendum forms an integral part of the User Contract.
- (b) The User expressly acknowledges and agrees that Satellic is entitled to unilaterally change, amend or adjust the SDD Specific Terms and Conditions at all times. Such changes, amendments or adjustments shall be notified to the User by e-mail, at the e-mail address provided by the User in his User Account. Any such changes, amendments or adjustments shall enter into force two (2) weeks as from the date of sending of the notification e-mail by Satellic to the User. If the User does not terminate the SDD Addendum within such two (2) weeks period, the User shall be deemed to have irrevocably accepted the change, adjustment or amendment.
- (c) The SDD Addendum shall enter into force on the date of submission of the duly completed and signed SDD Request Form by the User, and (provided Satellic approves payment via SDD for the

User pursuant to clause 5) continue in force until terminated by either Party or as otherwise set out in the SDD Specific Terms and Conditions.

- (d) The User shall at any time have the right to terminate the SDD Addendum. The User shall have any time the right to select another Guaranteed Payment Method for an OBU for which payment via SDD applies.
- (e) Satellic shall have the right to terminate the SDD Addendum, without court intervention and without being due any compensation to the User in relation to or pursuant to such termination, in the situations set out in the SDD Specific Terms and Conditions and in case the User fails to comply with its obligations under the SDD Addendum.
- (f) The User acknowledges and accepts that in case the User wishes to recommence paying via SDD after termination of the SDD Addendum (by the User, by Satellic or otherwise, as applicable), it shall have to recommence the application process for payment via SDD (including submission of the SDD Request Form).

[END OF SDD SPECIFIC TERMS AND CONDITIONS]