

OTRA FLEET™ SERVICE AGREEMENT

TERMS AND CONDITIONS FOR CUSTOMERS

I. GENERAL

OTRA Solutions BV (hereinafter referred to as "OTRA") offers an online booking Platform (the "Platform", "PMP") allowing Parking Operators to make available their "Parking Spaces" (as defined below) for "Customers" to book throughout Europe. Our Platform also offers the possibility to customers to exchange experiences on Parking Services (such as in relation to Parking locations, gas stations and other facilities and services at truck rest stops in certain regions).

These terms and conditions apply to all our Services made available to the Parking Operator, through any mobile device or web-platform by email or other means.

Through the PMP, we (OTRA and its (future) affiliate partners) provide an online platform through which Parking Operators – in their professional conduct of business (i.e. B2C or B2B) – can advertise, market, promote and/or offer (as applicable) their Parking Services for order, purchase, book and/or hire by Customers, and through which relevant visitors of the PMP and Customers can discover, search, compare, and (when registered) make an order, book, purchase and/or payment with us (i.e. for the booking and use of the relevant Parking Services).

By accessing, browsing and using our (mobile) website or any of our applications through whatever platform and/or placing one or more Parking Services or confirming Bookings on our PMP, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

OTRA hereby expressly rejects the applicability of conditions that the Customer/ End-User seeks to impose or incorporate

These Terms and Conditions are only applicable for Customers, booking through the OTRA PMP.

Fees shall be calculated in accordance with Addendum A.

II. DISCLAIMER

OTRA solely acts as a provider of the app/ PMP, through which "Parking Space" and/or "Parking Service" can be offered by Parking Operators, and reserved by Customers and End-users. OTRA is not liable for any obligations and/ or financial damages relating to the Service and/or the Parking Service.

In particular, OTRA accepts no liability for damages resulting from this agreement or usage of the app/PMP neither for technical problems leading to omissions, delays or errors in the advertising of parking spaces, or that otherwise lead to disruptions in the management of the agreement. OTRA shall not be liable for any damage incurred by customers, operators or third parties due to the behaviour of other users, operators or third parties in connection with the use or misuse of the PMP OTRA services.

III. DEFINITIONS

a. Throughout these terms and conditions the following capitalized words have the following meaning (whether singular or plural):

“App” is short for application and is a piece of software often intended for computers or mobile devices such as smartphones, tablets and smartwatches.

“Platform” means the “Parking Management Platform” hereinafter PMP, this is the environment in which our software is executed. It may be the hardware or the operating system (OS), even a web browser and associated application programming interfaces, or other underlying software.

“Agreement” means every agreement entered into by OTRA and the Parking Operator regarding the provision of the Service and Parking Services.

“Available Period” means the period of time that the “Parking” will be accessible and the Parking Services available for Customers, as indicated through the PMP.

“Booking” means the booking or reservation by a Customer of (a) parking space(s) and/r (a) relevant Parking Service(s) through the PMP, which is made with OTRA and OTRA automatically makes with the Parking Operator.

“Customer” means any registered transport or trucking company or truckdriver, who books Parking Space and/ or Parking Services via the PMP.

“End-User” means any physical person, who physically uses the parking spaces and/ or parking services.

“Feasibility Study” means the technical assessment of the compatibility of a system or tool or platform or app or software or any other component. It is based on a number of predefined criteria and results in a comprehensive report. The goal is to determine and document the viability of a project.

“Onboarding Fee” is a One-time fee: OTRA will help and guide the Parking Operator in setting up the Platform and the Security Infrastructure (if applicable), so the Parking Operator has the guarantee they will use it as intended and will be set for the future. The onboarding timeline is aligned by both parties in first Onboarding Meeting.

“OTRA”, “us”, “we” or “our” means OTRA Solutions BV, Belgium, a limited liability company incorporated under the laws of Belgium, and having its registered address at Dorpstraat 122, 3470 Kortenaken, Belgium.

“OTRA FLEX” is a formula to be chosen by the customer, in which case the customer has – for a small additional fixed monthly fee - a financial advantage in case of annulation of the booking

“Parking” means the entire physical facility for truck parking, including all amenities and services that are present and offered to the Customers and End-users.

“Parking Information Form” means the form used in the pre-Agreement phase and in which the Parking Operator and OTRA together document all relevant data, features and services of the Parking.

“Parking Location(s)” means the geographical position of a Parking.

“Parking Operator” means the professional provider of Parking Spaces (and surrounding services) to users/customer via the PMP under these terms.

“Parking Service” means the services delivered by a Parking Operator to OTRA at one or more “Parking locations”, which OTRA will make on its turn available. The parking services can be booked (collectively or separately) by Customers on the PMP. Parking services are for example: non reserved parking space, ADR parking space, security services, shower, food and beverage facilities etc.

“Parking Space” means one or more (non-reserved) parking spaces on the Parking that is part of the Parking Services.

“Service” OTRA provides a platform through which Parking Operators can offer parking space(s) and parking services

“User Account” means any registered user of the PMP and/or the Service, including planners and drivers.

b. Different types of fees: throughout these terms and conditions the following capitalized words have the following meaning (whether singular or plural)

“OTRA Fee” means the compensation due by the Parking Operator to OTRA for the Services.

“OTRA FLEX™ Fee/month” means that with an additional fixed monthly fee, OTRA Flex™ offers possibility to cancel a booking for free or for a small fee (depends on how early the cancellation is made before the check-in time), provided that the driver has notified the cancellation.

“Parking Fee” means the compensation, due by Customers to OTRA for using the “Parking Service”. Fees are always VAT included.

“Parking Operator Fee(s)” means the fee collected by OTRA from Customers/ End-Users and transfers to the Parking Operator under this Agreement and for each usage of the Parking and/or the Parking Services by the Customer and/or End-User and which is paid via the PMP.

“Parking Transaction Fee” means the fee that OTRA will charge to the Parking Operator for each Booking.

“Truck Transaction Fee” means the fee that OTRA will charge to Customers for each Booking.

IV. CUSTOMER RIGHTS AND OBLIGATIONS

By using our Services you acknowledge that:

- a. In order to use our Service, you need to register as a Customer by creating an account.
- b. You can access our Service through our app, and/ or PMP.
- c. We respect your privacy. Please have a look at our privacy and cookies policy for further information <https://www.weareotra.com/vie-privee/>.
- d. We are not an open platform and only those Parking Locations of Parking Operators which have a commercial relationship with OTRA will be made available for booking on the PMP. The PMP contains 2 subcategories of Parking Spaces: the ones bookable through OTRA, the ones non bookable through OTRA. The Parking Spaces, non-bookable through the OTRA PMP are mentioned for your information.
- e. Any Booking and use of a Parking Space and the Parking Location is at your own risk;

- f. Parking Operators may have their own additional terms and conditions and house rules for the use and access of the Parking Location.
- g. By making a Booking with OTRA, you also accept and agree to the cancellation and no-show policy of the relevant Parking Location.
- h. The information that we provide to you on a Parking Location is based on the information provided to us by Parking Operators and our Customers and we cannot guarantee that all information is accurate or correct;
- i. OTRA is entitled to immediately terminate your use of the PMP and your rights, if any, under these terms and conditions, if you act in breach of these terms or the terms of the relevant Parking Operator;
- j. If you wish to review, extend or cancel your Booking, please check the confirmation and follow the instructions therein;
- k. The Parking Operator is allowed to refuse a Customer or terminate the Booking if a Customer or the End-User is unable to present valid identity documents and/or documentation proving that the vehicle in the Booking is insured;
- l. Parking is at your own and/or the End-Users risk;
- m. The Customer must take suitable measures to prevent access by unauthorised third parties to the PMP and the available services. This includes, in particular, the password-protected blocking of the user interfaces of the relevant terminals, as well as the use of current software versions.
- n. Parking Operators may install video surveillance cameras in the Parking Location including as a deterrent to criminal activity but do not make any representation as to the coverage or guarantee the security of the Customer's vehicle;
- o. The Service may experience periods of downtime, including scheduled maintenance and will not be error-free. OTRA will not be responsible for this.
- p. Customer account: The Customer is obliged to choose a secure password and to keep it secret at all times. If there is a suspicion or certainty that a third party knows the password, it must be changed immediately. The user of the password shall be responsible to OTRA and to other users for all actions performed by using user's name and password.
- q. In case of improper use and/ or improper behaviour, OTRA reserves the right to refuse the Customer;
- r. Data relating to vehicles and persons, e.g. employees and other authorised representatives of the customer, can be recorded and stored in the PMP. The User of the PMP guarantees that he is legally allowed to collect, process and use the potential personal data and shall prove this if necessary. If the legal basis is lost the customer must delete the data immediately, if no other legal or contractual regulations exist that allow the customer to process the data.
- s. The PMP may only be used manually, unless otherwise agreed (e.g., through an agreement on the use of an API). The use of any mechanisms, software, or other scripts that may be detrimental to the PMP or to the obvious or declared interests of OTRA is prohibited. In particular, no crawlers, search robots or other automated methods may be used to read out data or users of the PMP. Customers are not allowed to take any action that could result in an unreasonable or excessive

burden on the portal and shall not interfere with the portal in any other way. It is forbidden to block, overwrite or modify portal-generated content.

t. OTRA may communicate with all parties, Parking Operators, Customers and End-Users, via the PMP and send them legally binding messages in this way. This is achieved by means of push-notifications in apps and / or supplementary information e-mails/ sms, for example. They are deemed to have been received as soon as they are available for the respective users on the PMP.

u. The Customer and/or End-User undertakes to regularly consult the OTRA website (<https://www.weareotra.com>) with the purpose of taking note of the latest version of the Terms and Conditions. The Customer and/or End-User recognizes and accepts explicitly that the latest version of the Terms and Conditions which is published on the OTRA website (<https://www.weareotra.com>) is legally binding and prevails over the Terms and Conditions printed on the contract.
<https://www.weareotra.com>

V. OTRA RIGHTS AND OBLIGATIONS

a. OTRA shall place and keep available on the PMP the Parking Services information that is made available by the Parking Operator during the Available Period. OTRA reserves the right to withdraw (the availability of) the Parking Services via the Platform where it considers it necessary to do so based on good reasons (for example: false information, abuse, regular non updated information, etc.).

b. OTRA will not be responsible for any business rates payable in relation to any Parking and/or the services provided at a Parking provided by the Parking Operator to a Customer which are not covered by a Booking. If any such rates are deemed payable, they shall be the sole responsibility of the Parking Operator.

c. OTRA endeavours to ensure the availability and correct functionality of the PMP (including the OTRA website). However it does not guarantee the correctness and completeness of the information contained therein, including the identity and further details of the registered users. The PMP or parts of it may be temporarily unavailable or availability might be limited for maintenance or other reasons, without any potential claims by customers against OTRA

VI. MISCONDUCT BY END-USERS

a. In case of unauthorized use of a Parking and/or a Parking Space or misconduct by an End-user, the Parking Operator must inform OTRA.

b. In case of such misbehaviour, OTRA will be at liberty to decide when and how to deal with such a Customer or End-user at its sole discretion. OTRA shall inform the Parking Operator and the Customer or End-user of final settlements resulting from OTRA's decisions in that regard. OTRA reserves the right to refuse the Customer or End-user to use the parking spaces and/ or parking services.

c. The Parking Operator can decide to block a Customer or End-user from his location, only in the event that the Parking Operator is in the possession of the house rules, in which this situation is foreseen.

VII. PRICING

- a. Prices are displayed including VAT of the country where the service takes place and excluding sales tax and all other taxes and fees;
- b. If you make a Booking you are obliged to make a payment;
- c. We may charge a fee in the event of a no-show or cancellation.
- d. Please check the relevant prices, conditions and details thoroughly before making your Booking ; OTRA is not liable for obvious errors and mistakes (including misprints).

VIII. PAYMENT

- a. The following fees are monthly payable in advance: Monthly fixed fee/ active plate, OTRA FLEX/ month, Truck Transaction Fee. The prices of these fees can be found in the Service Agreement.
OTRA FLEX is an optional service and applicable if the Customer agrees to get that service as mentioned in the Service Agreement.
 - The Customer has a Flex subscription: the User will be 100% reimbursed if the booking is cancelled more than 2hrs prior to booked arrival time, 50% will be reimbursed if the booking has been cancelled less than 2hrs prior to booked arrival time, 0% will be reimbursed in case of no show.
 - The Customer has No Flex subscription: the User will be 25% reimbursed if the booking is cancelled more than 2hrs prior to booked arrival time , 0% reimbursed if the booking is cancelled less than 2hrs prior to booked arrival time, 0% will be reimbursed in case of no show

One-off fees : Technical Set-up Fee and Activation Fee/ fleet planner

Monthly recurring fees: Monthly fixed fee, Monthly fixed fee/ active plate, OTRA FLEX/ month, Truck Transaction Fee

- b. Payments must be made within 14 days following the invoice date with the agreed method. In the event of a change in the direct debit order, the Customer is obliged to communicate the relevant information to OTRA and its bank.
- c. If timely payment fails to be made, the Customer falls into default without any further warning or default notice. In such case, OTRA shall have the right to suspend Customer's use of the Services until payment has been made.
- d. Payment is safely processed from your chosen payment method (e.g. credit/debit card or bank account) to our bank account.
- e. Invoices will only be available for Customers accessing through the PMP. For all the other Customers, the costs will be invoiced by OTRA on a weekly basis or as otherwise agreed with Customer. OTRA reserves the right to change its payment term and or invoicing frequency by means

of a written notification to the Customer. Invoices are sent electronically by e-mail and accessible via the Customer's log-in.

- f. We may require that payment is made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the Booking.
- g. By making a Booking, you also accept and agree to the relevant cancellation and no-show policy of the relevant Parking Operator, and to any additional (parking) terms and conditions of the Parking Operator that may apply to your Booking.
- h. In the event that the Customer disputes any invoice it shall notify OTRA no later than five (5) working days after receipt to OTRA in writing, providing both the reasons why the invoice is disputed as well as any supporting evidence, after which the Customer will have waived any presumed rights. Any possible objections against the amount of any correct and complete invoice do not suspend the payment obligation.
- i. In the event that the Customer has chosen for "OTRA FLEX", the Customer has – for a small additional fixed monthly fee - a financial advantage in case of cancellation of the booking.
- j. By making a payment to the Parking Operator you are entering into an agreement with the Parking Operator and the use of the Parking Location, including fees and payment of fees shall be subject to terms and conditions of the Parking Operator.
- k. Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) amount.
- l. In case of overdue payment, the Customer owes OTRA an interest of 10% per annum , as well as compensation for extrajudicial collection costs.
- m. Payments made by the Customer shall first be deducted from any collection costs, subsequently shall be deducted from any interest owed, and subsequently shall be deducted from the principal amount owed.
- n. Whenever legally allowed, OTRA reserves the right to set off any amounts owed by it to the Customer against any payment owed by the Customer to OTRA. All monthly payments under this Agreement shall be made to the bank accounts mentioned in each relevant statement.
- o. At its sole discretion, OTRA may change its fees from time to time as to reflect advances or changes in technology or the way the services are being used by Customer. The Customer reserves the right to terminate the contract without any termination fee if the Customer does not agree with the renewed rates. The Customer is held to notify OTRA by means of a registered letter sent no later than four (4) weeks after the notification of OTRA.
- p. All fees are subject to indexation by the greater of either 3 (three) percent, or the Consumer Price Index kept by the Belgian Federal Public Service Economy. Indexation takes place each January 1st.

IX. COMMUNICATION

If you complete a Booking, you agree:

a. That we transmit the relevant details (such as your license & trailer plate number, first & last name of the driver, etc.) of your Booking to the relevant Parking Operator;

We record and store data of the vehicles and drivers in the PMP.

b. The Customer guarantees that he has the necessary legal permission from the relevant individuals to collect, process and use the potential personal data and shall prove this if necessary.

c. The Parking Operator can chat with the Customer via the OTRA PMP.

X. REVIEW

a. We will invite you to comment on your stay at the relevant Parking Location and to provide a score for certain aspects of the Parking Services. The completed review (including the rating) may be uploaded onto the relevant Parking Operator's information page and/or our PMP for the purpose of informing (future) Customers of your opinion on the Parking Location.

b. You warrant that all content and information uploaded by you does not:

contain discriminatory, racist, violent, sexually explicit, or demeaning content;

incite people to commit criminal offenses, or endorse such offenses;

contain pornography, or infringe the protection of minors;

does not violate the privacy or portrait rights of third parties and does not contain names, emails, addresses, phone numbers or other details of individuals; and does not promote illegal activities.

c. OTRA reserves the right to delete your review, comments and ratings in case they are in conflict with the content of these Terms and Conditions.

d. By uploading text, photos/images or other content onto our PMP (for example in relation to a review) you warrant that you own the copyright to this content and you agree that OTRA may use the uploaded content on its (mobile) website and app, in (online/offline) promotional materials and publications and share the uploaded content with 3rd parties through our API.

XI. LIABILITY

a. Under no circumstances is OTRA liable to the Customer for damages caused by third parties deployed by OTRA, including but not limited to OTRA's subcontractors and road service providers. Customer must at all times follow the advice, warnings or instructions provided by OTRAS and/or its subcontractors or third parties deployed by OTRA.

b. Under no circumstances is OTRA liable for consequential (indirect) damages, including but not limited to, loss of profit, missed savings, immaterial damage, business- or environmental damage, regardless of what the liability is based upon.

c. Under no circumstance is OTRA liable for damages as a result of the (temporary) unavailability and/or improper functioning of the website of OTRA and/or on-line connection with

the OTRA PMP, regardless of what the liability is based upon. OTRA is never liable in the matter of the unauthorised use of log-in codes.

d. Under no circumstance is OTRA liable for any kind of damage, including fines on the part of the Customer, regardless the origin of the fine (for example: fine concerning driving and rest times, not limited)

XII. TERMS AND TERMINATION

a. Contracts will be signed for twelve, twenty four or thirty six months. In case of early notice/ breach, the Customer will owe OTRA all monthly recurring fees for the remaining period of the contract.

b. Each party shall have the right to terminate the Agreement, by written notice, with immediate effect if:

- the other party is declared bankrupt or has been granted suspension of payment or if a petition requesting bankruptcy or suspension of payment is filed by or on behalf of the latter;
- a liquidator, receiver, trustee or administrator is appointed for the other party or its business;
- the other party becomes insolvent or admits its inability to pay its debts as they fall due or commences negotiations with one or more of its creditors with the view to a general readjustment or rescheduling of all or part of its indebtedness; or
- the other party is in material breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days after notice of such breach and the request for the remedy thereof has been received by the breaching party.

c. The Customer enters into this Agreement for a fixed term. The fixed term duration of the Agreement is stated in the Service Agreement and shall commence on the date of signing.

The Agreement automatically comes to an end at the expiration of the fixed term duration stated in the Service Agreement. However, the Agreement is tacitly renewed for the fixed term duration of the initial Agreement and at the pricing conditions in effect on the first calendar day of each new fixed term period.

In order to avoid tacit renewal, the Customer is held to notify OTRA by means of a registered letter sent no later than three (3) months before the end of the current Agreement, that he opposes tacit renewal. Lacking opposition of tacit renewal by the Parking Operator will result in tacit renewal under the pricing in effect at that time.

XIII. FORCE MAJEURE

a. OTRA is not bound towards the Customer to fulfil any obligation under the agreement in the event of force majeure.

b. An event of force majeure under this article shall mean, besides what is understood as such in the law and jurisprudence: all external causes, foreseen or unforeseen, over which OTRA cannot

exert any influence, which prevent OTRA from timely, completely, and properly fulfilling its obligations, including but not limited to, work strikes at the enterprise of OTRA or of third parties, and all matters in the widest sense of the term.

c. OTRA also has the right to appeal to force majeure if the circumstance resulting in force majeure enters into effect after OTRA should have fulfilled its obligation.

d. OTRA has the right to suspend its obligations under the agreement during the period that the force majeure continues. If the period of force majeure last longer than three (3) months, each of the parties has the right to terminate the agreement, such without the obligation to compensate damage or costs to the other party.

e. If and to the extent OTRA at the time of the start of the force majeure event has already partially fulfilled its obligations or is able to partially fulfil its obligations, OTRA has the right to separately invoice the part already fulfilled or still to be fulfilled respectively and Customer shall be under the obligation to pay the invoice in accordance with article "Payment" of these general terms and conditions.

XIV. ASSIGNMENT

a. Customer shall not be entitled to assign, sub-license, transfer or otherwise dispose of any of its rights or obligations hereunder without the prior written consent of OTRA (not to be unreasonably withheld).

XV. DATA PRIVACY

a. Insofar OTRA processes personal data of or on behalf of Customer, OTRA shall process such data for the sole purpose of performing services as agreed under the agreement. OTRA shall at all times act in accordance with the GDPR, regardless of whether OTRA acts as data controller or data processor.

XVI. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

a. intellectual property rights concerning OTRA, the Services including but not limited to the OTRA PMP, such as with regard to the name OTRA, the logo, the website, the app, the PMP, and the software (including source code) remain with OTRA. Any use (of the content) thereof, including their complete or partial multiplication, publication, copying, or storing of such content without prior written consent of OTRA is prohibited.

b. All intellectual rights are the exclusive property of OTRA, the Customer only obtains the right of use.

XVII. MISCELLANEOUS

a. OTRA reserves the right to amend the Agreement (including these terms and conditions). Such amendments will take effect after OTRA makes these amendments known to the Parking Operator.

b. Translation: We may translate the original English version of these terms and conditions into other languages. The translated version is a courtesy translation only. This means that you cannot derive any rights from the translated version. In case of any dispute about the contents or interpretation of the translated version, the English language will prevail.

c. Terms and conditions: If an inconsistency or discrepancy should exist between the English version and any local language version, the English version shall prevail.

XVIII. APPLICABLE LAW AND DISPUTES

The Agreement, these terms and conditions and the provision of our Services shall be governed by Belgium Law. The parties recognize this choice in application of Article 3 of Regulation (EC) N° 593/2008 of the European Parliament and of the Council of 17 June 2008 on the Law applicable to contractual obligations (Rome I).

Any disputes relating to this Agreement, or any further agreements, regardless in which country such agreements are fully or partially executed, falls within the exclusive jurisdiction of the competent courts of Leuven, Belgium.

The parties recognize this choice in application of Article 25 of Regulation (EU) N° 1215/2012 of the European Parliament and the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I bis).

The parties agree to keep the content of the contract confidential.

Leuven is agreed as the place of jurisdiction. Belgium law shall apply.