

TERMS AND CONDITIONS OF USE OF XXIMO SERVICES

These Terms and Conditions of Use apply to the XXIMO B.V. mobility service.

Article 1. Definitions

In these Terms and Conditions of Use the following concepts, always indicated with a capital, have the following meaning:

Addendum:	the addendum with terms on top of these Terms and Conditions of Use;
Agreement:	the agreement between Customer and XXIMO based on which XXIMO provides the Service to the Customer;
Application:	an application that allows Token Holders to plan and organise their travel time;
Card Company:	Issuer of payment cards (XXIMO FS) and/or Public Transport Chip Card;
Credit Balance:	a balance paid in advance by the Customer or Token Holder to the Card Company, expressed in euros, for use of the Mobility Services;
Customer:	the natural person acting in the exercise of a job or company or the legal entity who reached an Agreement with XXIMO for the purchase of a Service;
Management Platform:	secure part of the Website where the Customer is able to manage the use of the Mobility Services of the Token Holders;
Mobility Services:	services offered by the Partners;
Public Transport Chip Card	a business public transport chip card with XXIMO logo, issued by XXIMO and/or Trans Link Systems B.V.;
Partner:	a partner with whom XXIMO has reached an agreement for the purchase of Mobility Services by the Customer;
Retailer:	company or institution that accepts the Token as payment instrument;
Service:	the XXIMO services relating to the management and the financing of Mobility Services;
Terms and Conditions of Use:	these general terms and conditions, regardless of the format in which they are provided;
Token:	a payment and / or identification means issued by or on the request of XXIMO, such as but not limited to a card, token, payment option in app, payment card and / or Public Transport Chip Card;
Token Holder:	the natural person indicated by the Customer who is entitled to use components of the Service and with the Token is able to use Mobility Services;
Webportal:	secure part on a website on which the Token Holders and Customer are able to download and view reports;
Website:	the website www.xximo.nl ;
XXIMO:	XXIMO B.V., Stadsplateau 11, 3521 AZ Utrecht, registered in the commercial register of the Chamber of Commerce under number 53111524;
XXIMO FS:	XXIMO Financial Services B.V., a licensed electronic money institution (<i>elektronisch geldinstelling</i>) within the meaning of art. 1:1 Dutch Financial Supervision Act (<i>Wet op het financieel toezicht</i>), registered in the commercial register of the Chamber of Commerce under number 84501901.

Article 2. Application Terms and Conditions of Use and Agreement

2.1 These Terms and Conditions of Use apply to all quotes and Agreements relating to the provision by XXIMO of the Services to you or for the Customer, regardless of whether they were verbal, in writing, electronically or any other format. The Terms and Conditions of Use also apply to any later Agreements between XXIMO and the Customer, unless explicitly agreed otherwise in writing.

- 2.2 All quotes made by XXImo are without obligation and can be revoked at all times by XXImo before the Agreement has been reached. Agreements are reached when XXImo has accepted the Customer's registration by means of a written or electronic confirmation. XXImo is entitled at all times to refuse a Customer without specifying any reason.
- 2.3 The Customer is not entitled to transfer the rights and obligations arising from the Agreement to a third party, unless explicitly agreed otherwise in writing by the Customer and XXImo.

Article 3. Services

- 3.1 For the term of the Agreement, XXImo shall provide the Services within the agreed term and in accordance with the agreed specifications. The Service comprises, but not solely, granting access to the Webportal and the Management Platform and providing the agreed Tokens.
- 3.2 XXImo shall ensure the Customer has access to the Management Platform, the Webportal and the offered Application and that the Customer is able to purchase Mobility Services from the Partners with the Token. XXImo cannot be held liable for the actions, or lack thereof, of Partners, the Token Company and Retailers.
- 3.3 All delivery times specified by XXImo have been determined to the best of their knowledge based on the information known to XXImo when the delivery time was specified. Exceeding the terms of delivery once does not mean XXImo is in default.

Article 4. Management Platform and Webportal

- 4.1 Within the context of the Service, XXImo provides a URL of the Management Platform and the Webportal to the Customer, as well as an access code and password with which the Customer and/or the Token Holders have access to the Management Platform and the Webportal.
- 4.2 Via the Management Platform the Customer is able to manage its own use of Tokens and Mobility Services as well as the Token Holders' use of Tokens and Mobility Services. The Customer can also give the Token Holders access to a secure part of the Management Platform by giving them an access code and password. Token Holders can use this access to view their use of the Mobility Services. The access codes and passwords are strictly personal and need to be treated confidentially.
- 4.3 The Token Holder can download the Application via the Webportal. Supplementary terms and condition of use apply to the use of this Application. They are available and can be requested on the Website. By downloading the Application, the Customer and the Token Holder in question agree with the applicability of these supplementary terms and condition of use.
- 4.4 The Customer guarantees that it, as well as the Token Holders, shall only use the Management Platform, the Webportal and the Application for the purchase of the Service and for own, internal usage and that they will respect all supplementary guidelines and terms and conditions (of use). The Customer is liable for all the use, and the costs thereof, of the Management Platform, Webportal and the Application via the access codes and passwords given to the Customer and the Token Holders and is obliged to carefully handle the access code(s) and password(s) and to protect them against unauthorised use.
- 4.5 XXImo does not guarantee that the Management Platform, the Webportal and the Application can be used at all times without interruption.

Article 5. Requests and use of Tokens

- 5.1 Via the Management Platform the Customer can request Tokens for its Token Holders at XXImo. The Customer must completely fill out the application form in question for this.
- 5.2 Via the Management Platform, the Customer can request a prepaid facility for on the Token in question. This request will be forwarded directly to the Card Company in question. The Card Company is at all times entitled to refuse a request for motivated reasons.

- 5.3 If the Card Company accepts the request, the Customer reaches an agreement with the Card Company to obtain the prepaid facility. The Card Company's general terms and conditions apply to this agreement. The Card Company's general terms and conditions are specified on the Website. The Customer agrees with the content of these terms and conditions and its applicability on the agreement with the Card Company and the use of the prepaid facilities of the Token.
- 5.4 After conclusion of the agreement between the Customer and the Card Company, XXImo will produce the Token based on the data supplied by the Customer and the Card Company and send it to the Customer, unless explicitly agreed otherwise in writing. The Token is and remains the property of the Card Company.

Article 6. Postpaid Token

- 6.1 The Token shall be issued on a postpaid basis, which means that the Customer shall pay the use and all other costs related to the use of the Token the month after the actual Service have been used.
- 6.2 For the provision of the Services, the Customer pays the fees in accordance with the Agreement. Unless agreed differently in the Agreement, the due fees are excluding
- (a) VAT and other turnover tax; and
 - (b) other incidental or one-off costs as may be agreed between the Parties.
- 6.3 The Customer owes XXImo the fees for the Services even after termination of the Agreement until the moment at which it returns the Tokens.
- 6.4 The Customer shall not apply a discount to, suspend payment of or set-off any amount that it owes or will owe to XXImo under the Agreement or as otherwise agreed between the Parties.
- 6.5 If any amount owed by the Customer as stipulated in Article 6.3 has not been received by XXImo on the bank account as indicated on the respective invoice by the due date at the latest, the Customer shall, without any notice of default being required, be in default. XXImo may charge an interest in accordance with article 6:119a Dutch Civil Code per month on the outstanding amount from the due date of the invoice until the date of receipt of payment in full, whereby a part of a month is counted as a full month. Customer shall indemnify XXImo for all costs, judicial and/or non-judicial, that XXImo has incurred for the collection of the due amounts.
- 6.6 If any amount owed by the Customer on the basis of the Agreement has not been paid by the due date at the latest, XXImo reserves the right to suspend the Services until all outstanding amounts (including interest, costs and the costs in accordance with Article 6.5) have been paid in full. The costs of suspending and reactivating the Services will always be borne by the Customer. XXImo shall not be liable for any damages Customer may incur resulting from the suspension of the Services due to late or non-payment of Customer, for whatsoever reason, to XXImo.

Article 7. Prepaid Token

- 7.1 Only if agreed between the Customer and the Card Company, the Token has a prepaid facility.
- 7.2 In case of a prepaid facility, the Credit Balance must always amount to at least the agreed minimum amount. The money is withdrawn from the agreed bank account to raise the amount on the Token when the balance is below minimum. The Customer is obliged to grant the Card Company an authorisation for the automatic transfer. The Customer must furthermore ensure that the bank account, from which the Credit Balance is automatically transferred, has a sufficiently high balance. If an automatic transfer unexpectedly does not go through, the Customer may be charged a sum to the amount of € 5.00 for the administrative costs.

Article 8. Mobility Services

- 8.1 Using the Token, the Customer (for the Token Holders) is able to order and purchase agreed Mobility Services from the Partners. A list of Partners has been specified on the Website. XXImo is at all times entitled to change the list of Partners. Changes may occur as a result of the termination of the agreement between the Partner and XXImo. The Mobility Services and the Partners, and possible changes, are notified via the Website.
- 8.2 The Customer shall always, as described on the Website, enter into an agreement for the Mobility Service with the Partner in question. The Partner in question's general terms and conditions apply to this mobility agreement. For your information XXImo included the general terms and conditions of the different Partners on the Website. XXImo cannot be held liable for the (non-)observance of the agreement by the Partners.

- 8.3 The amounts owed by the Customer for the purchased Mobility Services by the Customer itself and its Token Holders, shall be invoiced to the Customer by XXImo. The invoiced amounts are, via an automatic transfer, paid directly to the Card Company by the Customer.

Article 9. Provision of invoice

XXImo sends a monthly invoice to the Customer via the Management Platform. This invoice includes the following amounts:

- owed amounts for the purchased Mobility Services;
- owed amounts for the purchase of the Service.

The information in XXImo's administration shall be used for the invoice.

Article 10. Obligations of the Customer

- 10.1 The Customer guarantees that all obligations arising from these Terms and Conditions of Use and the conditions of the Card Company shall also be imposed on the Token Holder. Under no circumstance can the Customer give undertakings or guarantees that go further than the Agreement and the Terms and Conditions of Use provided by XXImo. At XXImo's request the Customer shall send a copy of the agreements with the Token Holder relating to the use of the Service to XXImo.
- 10.2 The Customer must immediately notify all possible complaints of Token Holders relating to the Tokens to XXImo in order to discuss the steps the Customer can take to handle the complaints.
- 10.3 The Customer shall not provide Tokens to Token Holders of which it knows or suspects that they are involved in fraudulent practices and it shall oblige the Token Holders to take the necessary measures to prevent theft, loss or damage of - or fraud with the Tokens.¹
- 10.4 The Customer takes care that all data and information (including up to date bank details) required for the provision of the Services are correct and complete and are provided within the terms specified by XXImo or the Card Company and in the agreed way to XXImo and the Card Company respectively and comply with the agreed (technical and legal) requirements.
- 10.5 In order to comply with legal requirements based on the Sanctiewet 1977 and associated legal and regulatory requirements the Customer will take care of providing the Ultimate Beneficial Owner of the Customer, the legal representative of the Customer and the following information of every Token Holder to XXImo Financial Services B.V.:
- i. Complete first names
 - ii. Last name
 - iii. Place of Birth
 - iv. Date of Birth
 - v. Place of residence
- 10.6 The under article 10.5 mentioned information will need to be received by XXImo Financial Services B.V, in a timely fashion, but in any case prior to the start of the Services provided to the Customer or Token Holder respectively.
- 10.7 The Customer declares that all the information that is provided based on this article 10 is up to date, complete and correct to the best of their knowledge.

Article 11. Intellectual property rights

The intellectual property rights to all Services (including the Application, Webportal, Management Platform and the Tokens) which XXImo makes available under the Agreement remain with XXImo or the third party from whom XXImo obtained the right to make (part of) these Services available to the Customer. During the term of the Agreement XXImo grants the Customer a non-exclusive and non-transferable right to use the Service within its company and for the agreed objectives.

Article 12. Fee and payment

- 12.1 For the provision of the Service, the Customer owes XXImo the fees as agreed in the Agreement. All fees owed to XXImo are, in so far not explicitly specified otherwise, in euros, exclusive of VAT and other levies. XXImo is entitled to demand advance payment of the owed fees from the Customer. XXImo is entitled to annually index the fees for the Service and to change this fee by adding this

supplement. This change will be notified to the Customer in writing two months before it is implemented.

- 12.2 The Customer is obliged to provide an (ongoing) authorisation for automatic transfer for all fees owed to XXImo relating to the Agreement. If an automatic transfer does not go through € 5.00 (five euros) is charged to the Customer for administrative costs.
- 12.3 If the Customer opts for having the balance of the Token transferred to a bank account, € 20.00 (twenty euros) is charged to the Customer for administrative costs.

Article 13. Liability

- 13.1 XXImo's liability for attributable shortcomings or unlawful actions is limited to the amount specified by XXImo's third-party insurance in that specific case, to be increased with the amount of the deductible.
- 13.2 If XXImo's third-party insurance in a specific case regardless of reason does not provide any coverage, or the damage in question is not covered by insurance, XXImo's liability is limited to an amount of at most the total payments the Customer made to XXImo over a period of six (6) months prior to the event from which the liability arises for the purchase of the Service, with a maximum amount of EUR 20,000.00 (twenty thousand euros) per event, and whereby a series of events is considered as one event.
- 13.3 XXImo is never liable for loss consequential on business interruption, consequential damages or indirect damage, unless it is caused by an intentional act or gross negligence on the part of XXImo.
- 13.4 Without prejudice to the provisions in Article 14 of these Terms and Condition of Use regarding claims, every claim for damages against XXImo expires, except those accepted by XXImo, by the simple lapse of six months after the Customer discovered the damage or in all reasonableness should have discovered.

Article 14. Objection against execution of the Service and corresponding payment

If the Customer is of the opinion that the Service provided by XXImo, or the charged amount, does not comply with what the parties agreed, the Customer must notify XXImo of this in writing within 30 (thirty) days after provision of the Service or receipt of the invoice stating the allegedly non-compliant charged amount, or 30 (thirty) days after the moment when the Customer in all reasonableness should have known about the determined shortcoming, failing which the Customer is unable to submit any claims.

Article 15. Non-disclosure

- 15.1 During the term of the Agreement and a period of 5 (five) years after termination, the parties shall not disclose any confidential information they received about (the company of) the other party. The Parties shall also impose this obligation on their employees as well as any contracted third parties in pursuance of the Agreement between the parties.
- 15.2 Information is confidential from the moment it is indicated as such by one of the parties.
- 15.3 Neither party shall have any obligation concerning any confidential information which:
- at the time of disclosure is in the public domain;
 - after disclosure, enters the public domain by means other than a breach of this Agreement;
 - is information that the receiving party can establish by competent proof was in its possession at the time of disclosure or was independently developed by persons in its employ or otherwise who had no contact with and were not aware of the content of the confidential information; and
 - is information that the receiving party obtains from a third party not bound by a duty of confidentiality.

Article 16. Suspension

XXImo is entitled to wholly or partly suspend the execution of the Agreement if the Customer and/or the Token Holder fail to respect the obligations of these Terms and Condition of Use arising from this Agreement.

Article 17. Term and termination

- 17.1 The Agreement is entered into between the parties for the agreed term, failing which a term of 3 (three) year applies. After this term the Agreement is always automatically extended for a term of 1 (one) year,

unless the Agreement was terminated by one of the parties in writing at most 6 (six) months before the end of the current term.

- 17.2 Either party is entitled to dissolve the Agreement extra-judicially if the other party fails imputably to respect the essential obligations relating to the Agreement and this shortcoming, after properly receiving a written notice of default, is not remedied within a reasonable period of time.
- 17.3 XXImo is entitled to terminate the Agreement with immediate effect, without requiring any notice of default and without XXImo being liable for damages vis-à-vis the Customer because of this, if:
- the Card Company refuses to reach an agreement with the Customer,
 - the Customer is granted provisional or final suspension of payment,
 - legal debt restructuring is applicable to the Customer;
 - the Customer's bankruptcy has been requested or pronounced;
 - the Customer's company is liquidated or terminated.
- All this is without prejudice to XXImo's right to compensation for the suffered damage following the premature termination of the Agreement.
- 17.4 Termination of the Agreement does not discharge the Customer from any payment obligation for services already provided by XXImo, unless XXImo is in default regarding a particular Service. Amounts that XXImo already invoiced prior to the termination regarding the execution of the Agreement are immediately due and payable at the time of the termination.
- 17.5 XXImo will be entitled to terminate (1.) the Agreement with the Customer or the Tokenholder's right of use, and/or (2.) to block (part of) and/or limit access to the Service(s) if:
- a. a Customer or Tokenholder restricts or impedes the processing of personal data by XXImo in any way, which includes the exercise of the rights granted to the involved parties under the General Data Protection Regulation, from the moment the restriction is effective; and
 - b. XXImo has reasonable grounds to do so; and
 - c. the processing by XXImo is required (1.) on a statutory basis; or (2.) for the performance of an agreement, or (3.) on the grounds of a legitimate interest of XXImo.

Article 18. Force Majeure

- 18.1 If XXImo is prevented or may be prevented from or is delayed in the performance of any of its obligations under this Agreement caused by an event of Force Majeure, XXImo will notify the Customer and other parties that need to be notified, as soon as reasonably practicable, of the event or circumstances constituting the event of Force Majeure, its or their likely duration, and of its obligations whose performance is thereby delayed or prevented.
- 18.2 XXImo shall be excused of the performance or punctual performance, as the case may be, of the obligations notified, for as long as the event of Force Majeure notified (or the effects thereof) continues. XXImo shall nevertheless use all reasonable endeavours to continue to perform its obligations and to minimise or eliminate the adverse effects of such event of Force Majeure with all reasonable dispatch and shall keep the non-affected parties informed of material developments relating to such event of Force Majeure. The non-affected parties shall use all reasonable endeavours to co-operate in taking such measures.
- 18.3 For the purpose of this Agreement, events of "Force Majeure" means any circumstance not within the reasonable control of XXImo and include, without being limited the following:
- a national strike, lock-out or any other industrial action or labour dispute by a third party, or by employees of the XXImo;
 - act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism or the threat of sabotage or terrorism;
 - any act of state or other exercise of sovereign, judicial or executive prerogative by any governmental entity, expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;
 - act of god, epidemic, plague, explosion, chemical or radioactive contamination or ionising radiation, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption and other unusual and extreme adverse weather or environmental conditions or action of the elements;
 - problems with the Internet or server problems beyond XXImo's reasonable control, hacking, etc;

- any shut down order, evacuation measure or investigation measure imposed by a governmental entity as a result of the occurrence of an accident or incident on the factory premises or in the immediate surroundings of the factory premises of XXImo.

- 18.4 If the concerned event of Force Majeure continues for more than 60 (sixty) calendar days, the parties agree that they will convene to decide how the affected obligations may be resumed. If parties fail to reach an agreement, and provided that the performance or punctual performance by the XXImo is still reasonably impossible, either party may terminate this Agreement with prior written notice. This termination will take immediate effect.

Article 19. Final provisions

- 19.1 XXImo may, without the prior consent of Customer, pledge, assign or otherwise transfer receivables and/or future receivables to third parties. The Customer already now agrees to the possible passing on of confidential information which is necessary for the enforcement of the assigned claim for the third party.
- 19.2 If any provision of these Terms and Conditions of Use is invalid or declared void, the other provisions of these Terms and Conditions of Use shall remain in force.
- 19.3 The Terms and Conditions of Use can be modified by XXImo. The change shall be notified via the Website or in another way to the Customer. If the Customer does not want to accept the change, it is entitled to terminate the Agreement in writing within 30 days after the notification on the date on which the change will take effect.
- 19.4 The offers, quotes, agreements and other legal acts concerning provision of Services by XXImo are governed by Dutch law. Disputes between XXImo and the Customer arising from or related to offers, quotes, agreements and other legal acts concerning provision of Services by XXImo are only submitted to the competent court in the District of Utrecht.

ADDENDUM 1 Credit Card Conditions Card Programmes Europe

ADDENDUM 2 Prepaid Card Conditions Card Programmes Europe