



TRANS FERRY S.p.A.

Ferry and Rail Shipments

Società con unico socio e soggetta alla direzione e coordinamento da parte di 360 Payment Solutions S.p.A.

Sede Legale

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20121 Milano, Italia

Ufficio amministrativo

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REA Milano MI - 2536417
UID IT10503910969

PEC

transferryspa@legalmail.it

www.360pays.com

TRANS FERRY SERVICES APPLICATION FORM

Company Name	<input type="text"/>		
Tax Payer ID	<input type="text"/>	VAT Code	<input type="text"/>
Registered Office Address:	<input type="text"/>	Postal Code	<input type="text"/>
City	<input type="text"/>	Country	<input type="text"/>
Administrative/operating headquarters address	<input type="text"/>	Postal Code	<input type="text"/>
City	<input type="text"/>	Country	<input type="text"/>
	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>	PEC	<input type="text"/>
		SDI (for electronic invoicing) ¹	<input type="text"/>
I would like to receive a hard copy (.pdf format) of invoices: yes <input type="checkbox"/> no <input type="checkbox"/> email: <input type="text"/>			

LEGAL REPRESENTATIVE DETAILS

Name	<input type="text"/>	Surname	<input type="text"/>
Place And date of birth	<input type="text"/>	Taxpayer ID No.	<input type="text"/>
Address of residence	<input type="text"/>		
Form of ID	<input type="text"/>	Email	<input type="text"/>

I undersigned Legal Representative declare:

- That the identification details of the Company and of the Legal Representative reported above are complete and accurate;
- To have carefully read and understood the following General Conditions of Supply, which can be found also at www.360pays.com/en/services/ferry, and to accept them unconditionally, with special reference to Article 11 ("Liability"), Article 13 ("Right to Modify the Terms and Conditions and to Suspend / Interrupt the Provision of the Services") and Article 15 ("Privacy").
- To have received a copy of this Application to Join the Trans Ferry Services and the relative General Conditions of Supply.

The undersigned Legal Representative acknowledges that the signing of this application shall have the value of a contractual offer, and shall not bind Trans Ferry S.p.A. to enter into any contractual relationship. The provision of services is subject to the exclusive and final discretion of Trans Ferry S.p.A., which reserves the right to reject this application without the obligation to state the reasons thereof.

In the event that the Application Form and "Trans Ferry Services General Conditions of supply" are signed in a language other than Italian, the undersigned Legal Representative hereby declares to have received a copy of the Italian mentioned documents, which shall prevail, pursuant to Article 16 ("Applicable Law and Venue"), in any case of linguistic or interpretative discrepancy.

Place and Date

Company Stamp and signature of the Legal Representative

¹ An SDI Code is assigned to users to access the Italian Revenue Agency's electronic invoicing platform [Sistema di Interscambio]. As of 1 January 2019, electronic invoicing is mandatory for VAT-registered businesses operating in Italy [T.N.].

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TRANS FERRY SERVICES GENERAL CONDITIONS OF SUPPLY

Art. 1 - Definitions

Trans Ferry shall mean Trans Ferry S.p.A., with registered office at Via Q. Sella n. 3, 20121 Milan, Italy, Taxpayer ID and VAT Code 10503910969.

Client shall mean a legal entity which, after signing the Application to Join the Trans Ferry Services and after receiving confirmation from Trans Ferry pursuant to and in the manners detailed under Article 3 of these General Conditions of Supply, uses the services provided by Trans Ferry.

Application to Join shall mean the contractual offer form, shown above, by which the Client provides its personal details and asks Trans Ferry to provide its services.

Commercial Offer shall mean the document drawn up by Trans Ferry and addressed to the Client, detailing the characteristics of the service offered (port of departure, port of arrival, timetables, transit time, etc.), the prices and the terms and conditions for payment. The Contractual Offer has a valid date and an expiry date.

Rates shall mean the prices applied to the Client for the purchase of Trans Ferry services. Rates are always available in the Client's private area available on Trans Ferry website.

CGS shall mean these General Conditions of Supply of the Trans Ferry Services.

Shipping Company/ies shall mean the entities providing maritime freight transport services on domestic and international ferry routes.

Account shall mean the unique code assigned by Trans Ferry to identify the contact and accounting details of the Client within the computer and administrative systems of Trans Ferry.

Art. 2 - Subject Matter

The provision of Trans Ferry services, under the terms and conditions laid down in the Rates or in the Commercial Offer reserved to the Client, and in compliance with these CGS, for providing the commercial assistance and support requested by the Client for purchasing and using one or more of the services listed below:

- sale of travel documents for the approved ferry routes (by way of example and not limitation, English Channel, North Sea, Irish Sea, Mediterranean Sea lines, etc.), in the manners detailed under Article 3 below and pursuant to Articles 1731 et. seq. of the Italian Civil Code;
- where Trans Ferry deems it possible, the provision of additional accessory services (such as, but not limited to, management of payments of duties, taxes, tariffs, etc.) in connection with the maritime passage being purchased;
- upon request of the customer, assistance services for the completion of all formalities and management of procedures required by applicable law and / or by the Maritime Transport Company to complete the booking process and finalize bookings relating to maritime services ("Ancillary Services"). The list of ancillary services and related prices and charges is contained in the Commercial Offers sent from time to time to the customer by TF. The Customer accepts the economic conditions associated with the Ancillary Services by making the booking request and / or, in any case, by using the related service. By way of example but not limited to, TF will be able to make available the necessary ENS identification codes / numbers, in relation to the cargo transiting into the EU territory, GVMS codes for vehicles coming from the EU to the United Kingdom, etc. Such codes / numbers are mainly generated in relation to data relating to the cargo, vehicle and sea route or the crossing of the English Channel via Eurotunnel. For the purpose of the correct performance of the requested service, the customer is the sole responsible for the correct, complete and timely communication to TF of the aforementioned data. In particular, these must be made available to TF on the basis of the specifications indicated in the Commercial Offers reserved for customers and the instructions provided by TF to the customers in the context of managing the Ancillary Services. Any request relating to the Ancillary Services will be processed by TF during office hours, it being understood that any requests received out of working hours or in the absence of the necessary notice, may be present in charge without, however, that the activation of the Ancillary Services can be guaranteed in the required timing. TF will in any case be exonerated from any liability in the event of failure, incorrect, incomplete or late communication of the aforementioned data;
- on request by the Client, Trans Ferry may provide, if falling within its specific competences or where it should deem it possible, preliminary legal consulting and assistance to support the Client when facing difficulties

within the scope of the service purchased (including, but not limited to, complaints against Shipping Companies, appeals against sanctions imposed in the cases listed under Article 6 below, etc.), with the exclusion of incompatible circumstances, conflicts of interest (including potential), or additional reasons at the sole discretion of Trans Ferry.

Art. 3 - Conclusion of Contract and Provision of the Services

By signing the Trans Ferry Services Application Form, the Client makes a formal contractual offer to receive the services provided by Trans Ferry.

The Client's offer is deemed to have been accepted, and the relative contract shall be deemed to have been concluded, when Trans Ferry confirms to have made the requested services available.

The services provided by Trans Ferry are made available to the Client in the following manners:

- magnetic cards;
- tickets, travel vouchers and/or other maritime travel documents;
- bookings through Trans Ferry's customer services or on-line through the Client's reserved area on Trans Ferry's website;
- license plate list;
- bookings handled directly between Client and Shipping Company.

3.1 - Magnetic Cards

Magnetic cards are an instrument to enable Clients to access specific maritime transport services communicated by Trans Ferry upon providing such magnetic cards. Such cards must be shown to the control staff and/or at check-in, at ports and terminals and in any case upon simple request of the staff assigned to said duties. Each card is associated to the Client requesting it.

The Client shall be solely liable for the uses associated to such cards, including where such uses were carried out by third parties and not by the Client.

The validity of the cards is established based on the corresponding type of service provided: Trans Ferry informs the Client of the expiry of the cards in the Client's possession.

Magnetic cards cannot be used when demagnetized, damaged, or deteriorated; in this case, the cards must be promptly returned to Trans Ferry' operating headquarters for their replacement. In any case, Trans Ferry shall not be held liable for the loss and/or direct and/or indirect damages and/or detrimental effect of any kind whatsoever, including delays, due to any defect and/or malfunctioning of the above cards.

Trans Ferry declines any responsibility deriving from any unauthorised, fraudulent, and/or unlawful use of magnetic cards which have been lost, stolen or similar. The Client must promptly inform Trans Ferry in writing of any such event, providing all the elements suitable to identify said cards.

Upon receiving such communication, Trans Ferry shall block the lost or stolen cards. The Client shall be charged, directly and/or through the Account associated with said cards, for the journeys travelled over the 48 (forty-eight) working hours after the day in which the card was reported lost or stolen, unless different time-frames are established by the Shipping Company. The Client, as of now, holds Trans Ferry harmless from any responsibility ascribable to the improper, unauthorised, or fraudulent use of the cards.

3.2 - Tickets and Bookings

The Client may book the services listed under Article 1 and/or those listed in the single Commercial Offers.

Unless the services can be booked through a different process offered by the Shipping Companies, all booking requests (which must include, by way of example, the license plate number, the precise size of the vehicle, the ferry route, the date of the sea passage and/or embarkation, the nature, quantity, and quality of the merchandise transported and any additional information deemed necessary on specific request by Trans Ferry and/or the Shipping Companies) must be sent in writing to the booking office of Trans Ferry.

Once a Client's booking request is received by Trans Ferry, the latter checks whether the service requested is available, and sends a booking confirmation or informs the Client that the service requested is not available.

Replies to booking requests are subject to the Shipping Companies' response times.

The Client assumes all the responsibility in connection to the accuracy of the data provided when booking the service, and with respect to its awareness of and compliance with every provision of law (such as, but not limited to, laws regulating the carriage of hazardous goods - ADR, customs operations,

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transit of illegal migrants, etc.), and/or the operating provisions imposed by the Shipping Companies with regard to every phase of completion of the transport, including embarkation, disembarkation, loading, and unloading.

In case the service being requested should be unavailable, Trans Ferry may submit one or more alternative solutions to the Client, so as to enable the latter to use the requested service.

Once the response of the Shipping Company is obtained, Trans Ferry sends the Client the booking confirmation, with the relative confirmation number or vehicle license plate number which the driver must provide during embarkation operations or at any time they are requested to do so. Every booking regarding the provision of the services shall be valid for the ferry route, the time, and the day indicated in the booking confirmation.

3.3 - License Plate List

In order to access the services offered by Trans Ferry, the Client, where possible, may use the license plate list option.

This service option requires the Client to give Trans Ferry a list of its vehicles' license plates, which Trans Ferry will then transmit to the Shipping Companies that allow this option, which allows the vehicles indicated in the list to directly access embarkation on the first boat available, without requiring prior booking. In this case, the Client shall be responsible for the accuracy of the data provided (trucks and trailers' license plates), which the Client undertakes to keep updated at all times with due diligence, updating such changes through the website or informing Trans Ferry of such changes in writing without delay. The Client therefore acknowledges and accepts that the invoices issued for all the sea passages of the vehicles listed in the "License Plate List" must be paid without objections whatsoever, including in case when the vehicles listed in the License Plate List are no longer, for any reason whatsoever, available to the Client, and the Client failed to discharge the obligation detailed in the paragraph above.

3.4 - Bookings Handled Directly between Client and Shipping Company

For certain services, Trans Ferry may offer the client the possibility of completing their bookings by contacting the Shipping Companies directly. In this case, Trans Ferry undertakes to provide the Client all the contact details necessary to use such possibility, and guarantees its assistance in case of need. Furthermore, Trans Ferry informs the Shipping Companies that the Client has clearance to make their own bookings directly, undertaking to pay for such bookings until the above clearance is revoked. In any case, Trans Ferry shall not assume any responsibilities in connection to any disruptions relating to such bookings.

Art. 4 - Obligations of Trans Ferry

Without prejudice to the provisions of Article 13 below, Trans Ferry undertakes to provide, in accordance with the methods indicated above, the instruments, documents, and/or travel passes requested by the Client to use the services stated.

Trans Ferry shall settle the sums payable to and receivable from the Client, by managing the Account assigned to such Client.

Art. 5 - Obligations of the Client

The Client is charged for the costs relative to the maritime transport service used, and the fees for the support and commercial assistance provided, applying the Rates or the prices and terms and conditions of payment detailed for such service in the Commercial Offer.

The Client undertakes to pay the above amounts, in accordance with the time frames reported in the invoices made out to the Client.

The transit/travel right acquired by the Client by purchasing the maritime transport service provided by Trans Ferry in the manners detailed in Article 2 above may not be assigned to third parties, either free-of-charge or for consideration, unless an exception to the above is expressly granted in writing by Trans Ferry. Failing the above, Trans Ferry reserves the right to immediately suspend or interrupt the provision of the services purchased by the Client, reserving also the right to take action to protect its interests in the event of any unlawful use of the above services. The Client, which shall have nothing to claim with respect to the above suspension or interruption of the service, shall in any case hold Trans Ferry harmless from any claim, including compensation claims, raised by any person in consequence of the violation of the assignment prohibition established under this Article.

On simple request by Trans Ferry, the Client shall provide updated company profiles issued by the Chamber of Commerce or any other document deemed necessary for the purpose of establishing and maintaining a contractual relationship, undertaking, in any case, to promptly inform Trans Ferry of any variation to the company data or legal representative. The Client undertakes to acquire adequate information of the rules governing the transport services used (including, by way of example and not limitation, ADR rules governing

the road haulage of hazardous goods, etc), and to monitor, where appropriate, the proper performance of the operations carried out by the Shipping Companies during the embarkation/disembarkation and loading/unloading phases.

The Client undertakes to ensure that the services purchased and/or booked match its request. Any objection must be raised within the same notice periods allowed for booking changes and/or cancellations, as established by the Shipping Companies and specified in the Commercial Offer reserved to the Client. A request to change or cancel a booking that has been confirmed must be submitted in accordance with the notice periods established by the Shipping Companies and/or specified in the Commercial Offer reserved to the Client or in any other communication addressed to Client or made available on Trans Ferry website. Any bookings which are annulled or changed in violation of the above terms and conditions may give rise to penalty fees payable by the Client in the measure indicated in the Commercial Offer or in any other communication addressed to Client or made available to the latter on Trans Ferry website.

The Client shall be solely responsible for the accuracy of the data provided with regard to the loading unit and the hauled goods for which embarkation is requested (weigh, product category, and any additional data required), and for the compliance with all the suitability and safety parameters applicable to the loading unit and hauled goods.

In case of termination of the agreement, irrespective of the cause thereof, the Client shall be held to immediately return to Trans Ferry all the travel passes and any other instrument or document in its possession that may be used to access the services provided, under strict prohibition from using such travel documents, instruments, or passes, or assigning them to any third parties for any reason whatsoever.

Should the Client fail to return the above within 30 (thirty) days of request, the Client shall be charged for the relative costs and expenses.

Art. 6 - Prices Applied

The prices applied to the Client to use the service requested are detailed in the Commercial Offer reserved to the Client or in the Rates.

The Commercial Offer is sent to the Client in the manners deemed most suitable by Trans Ferry, which reserves the right to change the prices applied at any time, informing the Client of such changes.

The fees, prices and/or financial terms and conditions detailed in the Commercial Offer, in the Rates and in any notices providing additions thereto, or replacing or changing the Commercial Offer, shall be intended to have been accepted by the Client in full upon the latter's first use of the services in the manners detailed in Article 2 after receiving the variations to the fees, prices and/or financial terms and conditions.

Art. 7 - Invoicing System

Trans Ferry shall send the Client invoices for all the services provided and used and/or subject to charges over the period of reference, providing information on the transport units for which the service was provided. Invoices shall be deemed to have been accepted for all intents and purposes by the Client when they are not disputed by and no later than 15 (fifteen) days of their receipt.

The Client expressly agrees and accepts that the data represented in the invoice constitute conclusive evidence between the Parties that the services were used by the Client.

The Client shall be charged other management fees in the sum of 1.70 Euro per invoice/credit note, and insurance costs in the amount of 0.25% the total of the invoice, unless different conditions are granted by Trans Ferry.

Art. 8 - Terms and Conditions of Payment

Invoice payments must be made to Trans Ferry's domicile (unless a different domicile is expressly indicated), by the due date reported on the invoice.

Unless otherwise agreed with the Client in writing, the payment for the services must be made upon their booking (advance payment condition), or by 30 (thirty) days of invoice date, where a suitable guarantee is issued under the terms and conditions established by Trans Ferry. Different payment conditions may be reserved to the Client in the Commercial Offer.

Without prejudice to the provisions of Article 11 below, the Client cannot raise any objections against any compensation, and may not delay or refuse, in whole or in part, the payment of invoices, even when such invoices are disputed on account of, but not limited to, claims for compensation further to grievances in connection to accidents occurred in the actual performance of maritime transport, and demands to offset the above with any sums set aside by way of collateral, etc.

Trans Ferry reserves the right to modify the terms and conditions of payment reserved to the Client, based on the Client's risk of default, or for



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technical/organisational reasons. Any such modification shall be promptly notified in writing to the Client.

The Client's failure to discharge even just one payment obligation by the relative due date shall give rise to the consequences detailed under Article 9 below, and any acceleration clause connected thereto shall become applicable; furthermore, the Client shall forfeit any rights to any discounts granted.

Late payments, as well as default, shall be subject to the application of default interest, accruing from the payment due date to the date of full discharge thereof, in the reference rate of the ECB (European Central Bank) in force in the semester of the year in which the late payment occurred, plus 8 percentage points, without prejudice to Trans Ferry's right to any additional actions or remedies under the law.

Art. 9 - Payments and Arrears

The accounting books and records of Trans Ferry shall, at any time, constitute conclusive evidence to determine the sums owed to Trans Ferry, including in case of application of the acceleration clause and/or termination of the agreement.

The full or partial failure to comply with the obligations undertaken by the Client by their respective deadlines, shall give rise to the right of Trans Ferry to suspend the provision of the services with immediate effect and without notice, and to modify, with immediate effect, the terms and conditions of payment applicable, irrespective of the guarantees given by the Client, and to terminate the agreement in place, reserving the right to bring any action and seek any remedy.

Any tolerance of Trans Ferry with respect to the Client's failure to comply, in whole or in part, with the obligations undertaken, by their respective deadlines, shall not be interpreted as a modification of the relative contractual covenants.

Art. 10 - Information Service

The information contained in the "News" section in Trans Ferry's website is published compatibly with the information's receiving times. Such publication constitutes a mere information tool made available to the Client, in addition to the services provided. It is understood that Trans Ferry accepts no responsibility for any consequences the Client may suffer on account of delays, errors and/or omissions in the news and/or information entered in the News section referred to above, as the obligation to obtain information of all the laws, procedures, methods, news, impediments, etc., in connection to the services provided by Trans Ferry shall rest entirely upon the Client.

Art. 11 - Liability

The transport services are governed by the general conditions and transport regulations established by the Shipping Companies, which the Client declares to know and accept, including the provisions concerning the exemption or limitation of liability, applicable Law, and competent Court. The general conditions of the Shipping Companies can be viewed in their respective websites. The relative travel documents are provided by Trans Ferry in application of the latter's CGS, which govern the commercial assistance requested by the Client for the purchase of the services. Trans Ferry takes no part in, and is extraneous to the actual performance of the maritime transport and the operations that are instrumental thereto. Thus, Trans Ferry shall not be held liable, neither directly nor indirectly or consequentially, for any damages, theft, losses, breakdowns or other detrimental events which may occur in the performance of the transport or during the embarking and disembarking or loading and unloading operations. Trans Ferry accepts no responsibility for any interruption, delay, suspension, or variation of the services, or for any disservice due to errors in the issuing of lading, strikes, orders of the authorities, unforeseeable circumstances or force majeure, or actions and conducts of the Shipping Companies or third parties. The above shall be intended to be valid, known, and approved by the Client including when the documents regarding the transport service, drawn up by the Shipping Company or by other entities including carriers and/or freight forwarders, should feature the name of Trans Ferry in place of or in addition to the name of the Client using the service. The Client shall not, under any circumstance, have the right to claim, and in any case waives the right to claim, any rebates, damage compensation, indemnification, or reimbursement of expenses from Trans Ferry.

In the event of theft, accidents, failure to board or disservices of any nature lamented by the service user Client, the full responsibility for discharging any tasks necessary to ensure the safety of the vehicle involved, and to check and verify the damage or theft suffered, including with respect to future claims, shall be exclusively upon the Client. Trans Ferry may, if deemed opportune by the latter, only submit a written complaint to the Shipping

Companies in the interest of and as requested by the Client. The complaint shall be handled based on the documentary evidence made available to such end by the Client, and without any assumption of responsibility, including in case of any intervening disqualification or expiration of the right to submit or enforce such complaint. Any cost/charge/expense, including paid in advance, shall be borne entirely by the service user Client. In any case of rejection of the complaint, any subsequent protection shall be enforced by the Client at its own care and expense exclusively towards the Shipping Company or other third-party responsible for the damage, with the authority having competence in accordance with the general conditions of the Shipping Company or under the Law, with express exclusion of Trans Ferry from any involvement or liability. Any claims, including for damage compensation, raised by the Shipping Companies or by third parties on account of actions or conducts of the Client, user of the transport service, must be intended to be made against the latter, with the exclusion of any liability upon Trans Ferry. The Client shall furthermore be solely responsible for the accuracy of the data provided and for the compliance with the suitability and safety parameters applicable to the loading unit and to the goods hauled. Trans Ferry shall not be liable for the failure to embark the load unit due to the non-acceptance thereof by the Shipping Company.

Trans Ferry assumes no responsibility for fines, damages, losses, disruptions, delays, suspensions or any other adverse event occurring before, during or after the execution of the transport, resulting from the Client's failure to fully comply with the formalities prescribed by law and the applicable customs legislation. Therefore, the Customer is the only subject responsible for the completeness, correctness and timely provision of the documentation, data and information necessary to guarantee both the correct use of the services provided by Trans Ferry and the regular transit of goods and vehicles from the UK to the European Union and / or from the European Union to the United Kingdom. In no case will the Customer be entitled to claim from Trans Ferry, and in any case waive the right to claim, sums for allowances, compensation for damages, indemnities and reimbursements of expenses or costs incurred due to incorrect, missing, incomplete and / or late indication of the data and information necessary for the correct fulfilment of customs obligations and to be able to properly use the services provided by Trans Ferry.

The information concerning facts, events, drawbacks, or disservices of any kind suitable to affect the normal operation of the service provided (delays, strikes, malfunctions, weather conditions, etc.), where received by Trans Ferry from the Shipping Companies, or learned from any other source being deemed reliable, may then be disseminated through the newsletter or website, without any responsibility regarding the timing or content thereof or any damages suffered by the Client on account of such drawbacks and/or disservices.

Art. 12 - Guarantees

On simple request by Trans Ferry, the Client shall issue a suitable first demand bank guarantee, issued by a leading Credit Institution, in favour of Trans Ferry, or other suitable instrument of guarantee deemed suitable by Trans Ferry, for a sum being appropriate to provide sufficient collateral for the obligations undertaken, with the obligation upon the Client to adjust the guaranteed sum based on the traffic volumes and/or as requested by Trans Ferry.

Art. 13 - Right to Modify the Terms and Conditions and to Suspend / Interrupt the Provision of the Services

Trans Ferry reserves the right to unilaterally modify these GCS, and the right not to provide the service or suspend/interrupt the provision thereof at any moment, without the obligation to provide reasons and without notice, on the basis of damaging information with respect to the financial and economic solidity of the Client and its reliability in general, including in terms of reputation, deemed reputable by Trans Ferry at its sole discretion, notifying the Client of the above in any and whatsoever form or manner.

Where the service provided by Trans Ferry to the Client should entail the use of means, equipment, structures, infrastructures, etc., of third parties and/or managed by third parties, Trans Ferry reserves the right to inform the Client of any modifications to the agreement in place deriving from the use of the above means, equipment, structures, infrastructures, and similar. Trans Ferry may, at any time, modify the technical processes and the CGS for technical, administrative, or management requirements, or other justified reason, informing the Client of such modifications via e-mail or by publishing such information on Trans Ferry's website. Unless otherwise expressly stated, the modifications shall be fully effective at the time of their communication or publication, and shall be intended to have been accepted



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by the Client unless the latter shall have exercised its right of withdrawal within 30 (thirty) days, by sending a written notice of withdrawal via Certified E-Mail (PEC) or registered mail.

Art. 14 - Confidentiality

The Client undertakes to keep confidential and not to disclose any of the information and/or data regarding the services requested of and provided by Trans Ferry, the relative financial terms and conditions applied, and the documents and procedures used over the course of the agreement with Trans Ferry.

Art. 15 - Privacy

Each Party, in execution of these CGS, undertakes to comply with the current legislation on the protection and processing of personal data and in particular, with EU Regulation No. 2016/679 ("GDPR"), as well as with the provisions of applicable laws, regulations and measures of the Italian Data Protection Authority. The privacy policy provided by Trans Ferry to Client (legal representatives / attorneys / representatives of private companies and public bodies) is published on the website <https://www.360pays.com/en/privacy>.

Trans Ferry processes the personal data of the Client's employees in accordance with these CGS as data processor pursuant to Art. 28, GDPR. In particular, by signing these CGS, the Client appoints, pursuant to Art. 28, GDPR, Trans Ferry as data processor of the data (including special categories of data, pursuant to Art. 9, GDPR) of its employees and collaborators, as processed by Trans Ferry itself in performance of the obligations under these CGS.

Trans Ferry and the Client mutually acknowledge the following:

- a) that they have the experience - in terms of specialized knowledge - the reliability, capabilities and resources to put in place technical and organizational measures to meet the requirements of the GDPR and the required facilities and that they are, therefore, capable of fulfilling the obligations arising from their position and able to comply with the current provisions on the processing of personal data, including the security profiles of the processing carried out;
- b) the Client declare and expressly acknowledges to have provided appropriate information to the subjects whose personal data are processed in the execution of these CGS, with specific indication of the purposes and methods of processing of personal data, as well as to ensure the proper application of Chapter III GDPR, relating to the rights to be granted to data subjects.
- c) The Client declares and acknowledges that the personal data of its employees and collaborators, as communicated to Trans Ferry in execution of these CGS may also be processed by other companies of the group to which Trans Ferry belongs, in order to pursue the purpose of executing the obligations set under these CGS.
- d) to make available to the other Party all information necessary to demonstrate compliance with the obligations under the GDPR;
- e) to adopt for all personal data processed in the execution of these CGS the measures and precautions necessary for their proper processing, ensuring, in particular, compliance with the requirements of Articles 9 (processing of special categories of data) and 10 (processing of personal data relating to criminal convictions and offenses), GDPR, if any;
- f) to ensure that the persons authorized to process personal data have committed themselves to confidentiality or have an appropriate legal obligation to confidentiality, identifying the persons to be entrusted with the processing of data, giving them the necessary instructions for proper compliance with the rules of the GDPR, supervising their actions, requiring them to take the

necessary precautions to ensure the confidentiality of the processed data;

The Client warrants to Trans Ferry that it has obtained all necessary consents and authorizations from its employees and collaborators (also pursuant to Art. 7, Reg. Eur. 679/2016 - GDPR) for the disclosure of their own personal data to third parties, appointed as data processors, including Trans Ferry. In light of above, the Client will fully indemnify and hold Trans Ferry harmless for any damages and/or negative consequences directly and/or indirectly arising from its failure to comply with the content of this clause.

Art. 16 - Applicable Law and Venue

The Trans Ferry Services Application Form, these CGS, the Commercial Offer, and the consequent commercial relationship established between the Parties shall be governed by the Laws of Italy and are compliant with such Laws. This document, which is drawn up in Italian, may be translated, on request by the Client, into other languages for the purpose of information only. In case of discrepancies in the language or in the interpretation thereof, the Italian version shall prevail. Without prejudice to the cases placed by Law under the competence of any specific Court, any disputes arising out of the interpretation, application, performance, and validity of the Trans Ferry Services Application Form, these CGS, and the consequent commercial relationship established between the Parties, shall be subject to the exclusive jurisdiction of the Court of Piacenza.

Any disputes concerning debt collection for unpaid invoices, brought against Clients residing in Countries other than Italy, the competent Court shall alternatively be that having jurisdiction over the debtor/defendant. Where proceedings are brought before the Court having jurisdiction over the defendant, the applicable law shall be the law of the Country of residence of said defendant, without detrimental effects for the creditor.

Place and Date

Stamp and signature of Legal Representative

Pursuant to Article 1341, paragraph 2, of the Italian Civil Code, the Client declares to expressly approve the following provisions: Art. 4 - Obligations of Trans Ferry; Art. 5 - Obligations of the Client; Art. 6 - Prices Applied; Art. 7 - Invoicing System; Art. 8 - Terms and Conditions of Payment; Art. 9 Payments and Arrears; Art. 11 - Liability; Art. 13 - Right to Modify the Terms and Conditions and to Suspend / Interrupt the Provision of the Services; Art. 15 - Privacy; Art. 16 - Applicable Law and Venue.

Place and Date

Stamp and signature of Legal Representative