

**Special Conditions  
for settlement through DKV of Belgian tolls on trucks as from 3.5 t  
by users registered with Satellic N.V.  
(Special Tolls Conditions Belgium)**

**1. Basis**

**a) Background**

The three Belgian regions of Flanders, the Walloon region and Brussels have instructed Satellic N.V. (Satellic) with setting up and operating the Viapass distance-related tolls system for trucks as of 3.5 tons maximum gross weight, this system to be introduced in Belgium on April 01, 2016. Satellic has appointed AGES RUC GmbH, Berghausener Straße 96, 40764 Langenfeld (AGES) as subcontractor, charged with implementation of the services required for payment of tolls and the performances, guarantees and fees relating thereto by using fleet fuel cards and vehicle-specific fuel cards within the framework of the Belgian tolls system. In its capacity as fuel card issuer, DKV is as such a contractual partner of AGES. Satellic requires parties that are due for toll payment to register with Satellic through its internet portal (Road User Portal) to order the On Board Units (OBUs) required for the tolls system and to be charged tolls through using OBUs. These registered users may opt for tolls settlement "through fuel cards", and, for that matter, through DKV as well. The DKV client intends to register with Satellic, possibly order OBUs through DKV and opt for tolls settlement through DKV. After registration, Satellic will provide the DKV client with the OBU(s) ordered by the DKV client on payment of a deposit. Each OBU will remain the property of Satellic. Pursuant to the above, DKV and the DKV client hereby agree as follows:

**b) Applicability of the General terms and Conditions of Business of DKV and the present Special Tolls Conditions**

With regard to their business relation in respect of the ordering of OBUs and settlement of tolls through DKV as described in the previous paragraph (in a broader sense pursuant to paragraph 3. lit. a) sentence 1) below, the General Terms and Conditions of Business of DKV (hereinafter to be referred to as "DKV-GTC") apply in the first place, complemented and modified in part by the following Special Tolls Conditions. The term "DKV Service Partner" as used in the DKV-GTC may in this respect refer to both Satellic and AGES. The OBUs provided by Satellic to the DKV client are "Objects for Identification (LEO)", in the sense of "other equipment for registration", within the meaning of paragraph 3. c) DKV-GTC; the DKV client will however be required to report to Satellic any damages or defects and to direct to Satellic any OBUs that must be returned. The term "Individual Agreement" as occurs in the DKV-GTC refers to both the user relation that as such exists between Satellic and the DKV

client pursuant to the DKV client's registration and access to the General Terms and Conditions of Business of Satellic, as well as the individual instruction on the payment of tolls or otherwise, which the DKV client issues to AGES according to paragraph 4. below.

### **c) Amendments of the Special Tolls Conditions**

DKV will notify the DKV client in writing of any amendments being introduced in these Special Tolls Conditions, without the requirement for DKV to send the total of the corresponding, amended conditions or new wordings of conditions, or to announce these in any other manner; notification as such of the amendment introduced will suffice. Written notifications may also be included with the invoices. If the DKV client does not lodge a written protest within a month following this notification of amendment having been sent, this will be construed as agreement on the amendment; DKV will refer to this in the notifications regarding amendment.

## **2. Basis for the business relation**

The business relation between DKV and the DKV client – also in the case of fully new clients contracting DKV – in respect of Belgian tolls will only be effected under the suspensive condition of Satellic likewise accepting the application for registration made by the DKV client, or, for that matter, the DKV client's choice for tolls settlement using the "DKV fuel card" pursuant to the said registration by the DKV client and OBU(s) having possibly been provided.

## **3. Purpose of the business relation**

- a) Pursuant to its business relation, the DKV client has the right to instruct AGES to transfer toll amounts and so-called non-toll amounts, the last-mentioned nonetheless relating to the operation of the tolls system (like OBU deposits, pre-payment of tolls and fees for additional services) to Satellic or to other creditors entitled thereto within the framework of the Viapass tolls system, and to settle the corresponding claims submitted by AGES for payment of toll advances and use through DKV. In the event of transfer by AGES of toll amounts and non-toll amounts, as well as OBUs or other performances provided by Satellic, it must invariably concern performances delivered by AGES or, for that matter, Satellic in their own names and for their own accounts (within the meaning of paragraph 8. lit. c) sentence 3 – delivery by third parties - DKV-GTC).
- b) DKV acquires from AGES the claims as described under lit. a) sentence 1 above.

## **4. Use of OBUs, DKV Cards and the Road User Portal of Satellic – Instructing AGES**

Whenever the DKV client covers stretches of road within the framework of the Belgian tolls system using a vehicle equipped with a switched-on OBU, the DKV client instructs AGES to transfer the corresponding toll in the DKV client's name to Satellic or to other creditors enti-

tled thereto within the framework of the Viapass tolls system. Instructions made by the DKV client to AGES on transfer, in the DKV client's name, of pre-paid toll for the purpose of charging its Satellic user account by way of so-called "Pre-payment top-ups" will invariably be effected by way of the prescribed use of the DKV Card at a Satellic Service Point. Instructions issued by the DKV client to AGES on transfer, in the DKV client's name, of non-toll amounts, like OBU deposits or fees for additional services, will be effected with the corresponding use of the Satellic Road User Portal for ordering OBUs, or, for that matter, extra service, using a DKV Card number, or, for that matter, the DKV client number to be used either by the DKV client itself, or by DKV according to the DKV client's instruction and in the DKV client's name. If an order for extra service issued at a Satellic Service Point may also be effected using a DKV Card, the use of the DKV Card at that Service Point will also imply instruction issued by the DKV client to AGES on transfer of the fee for this additional service on behalf of this DKV client.

## **5. Right of use**

Effective use of the business relation, more particularly the use of each OBU, DKV Card or the Satellic Road User Portal for the purpose of committing AGES, and as such DKV indirectly, is exclusively allowed to the DKV client and its legal representatives.

## **6. Payment obligation; invoicing**

- a) The payment obligation on the part of the DKV client pursuant to paragraph 9. DKV-GTC only applies to all claims acquired by DKV, which claims were initially due by the DKV client to AGES pursuant to the instruction issued by the DKV client on the transfer to Satellic or other creditors entitled thereto, of toll amounts and non-toll amounts within the meaning of paragraph 3. lit. a) sentence 1 of these Terms and Conditions, being claims sold and transferred by AGES to DKV in their nominal values, provided these claims are the result of the entitled effective use of the business relation pursuant to paragraph 4. above or otherwise within the framework of the user relation of the DKV client vis-a-vis Satellic. DKV has the right to charge service fees within the meaning of paragraph 9. lit. b) DKV-GTC.
- b) DKV will invoice the claims either consecutively or after termination of certain periods, whereby claims regarding actual toll amounts are generally billed each month, whereas claims regarding other performances made by Satellic are billed in biweekly terms, depending on the actual occurrence. Claims are grouped according to codes and specified according to type on the DKV invoice specification; individual toll trips are not specified.

## **7. Right to termination on the part of the DKV and the DKV client; termination of tolls relation**

- a) DKV may prohibit the effective use of this business relation - also disregarding a general business relation possibly existing by its side – pursuant to paragraph 12. DKV-GTC, block the DKV client with AGES and Satellic and/or terminate (cancel) the business relation; in addition there is the general prohibition as applies to the DKV client on the effective use of the business relation pursuant to paragraph 12. lit. c) DKV-GTC.
- b) Unless there being a special agreement on its duration, the DKV client may terminate this business relation at any moment following termination of the first month after the introduction-in-fact of the Belgian Viapass tolls system, but only if the DKV client also pronounces its said termination vis-a-vis Satellic (either in its entirety or only in respect of settlement through DKV).
- c) The right to termination at immediate notice or premature termination on urgent grounds will remain unimpaired. Urgent grounds on the part of DKV occur especially,
  - aa) in case of termination of the agreement between DKV and AGES on acceptance and settlement of Belgian truck tolls,
  - bb) in case of termination of the agreement pertaining to the above between AGES and Satellic, this agreement being precondition for payment and settlement through DKV of Belgian truck tolls,
  - cc) in case of termination of the operating agreement between Satellic and Viapass.

In the case of any of the previous conditions a) up to and including c) occurring with DKV failing to give notice, DKV shall nonetheless remain released from delivering each and any form of performance.