

"TERMS AND CONDITIONS" FOR THE SERVICE OF REPRESENTATION OF HAULIERS AND TO FACILITATE COMPLIANCE WITH THE RULES SET TO JUSTIFY THAT THE MINIMUM WAGE IS PAID TO POSTED DRIVERS IN CERTAIN EU TERRITORIES

1.- BACKGROUND. Within the framework of Directive 2014/67/EU of 15 May 2014 and Directive 1996/71/EC of 16 December of the European Parliament and of the Council, French and Italian governments have enforced regulations, such as Decree no. 2016-418 of 7 April 2016 in France and D. Lgs. 17 luglio 2016, n. 136 in Italy, which require the provision of certain documents and the appointment of a resident representative in the relevant Country for companies providing public road transport services, either freight or persons, in their territories having employees (drivers) travelling on board of vehicles, being deemed posted workers in the sense of the Directive.

This documentary obligation is set forth for proving the fact that specific labour condition related to minimum salaries and resting periods are applied to employees, travelling on board of vehicles, by their employers during the posting periods.

Regulation of EU Member States also sets forth that the evidentiary documents shall be kept available to a resident representative appointed by the employer in each relevant host Country for a period of several months after the end of the posting period, in order to deliver them to the relevant Authority if requested.

Other member States of the EU or EEA, besides France and Italy, probably will implement similar obligations for transport companies established in other Countries regarding workers travelling on board of vehicles in their territories for the provision of services.

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2.- BAGEM is a company that provides mainly to road haulers reimbursement tax related services in Countries where they aren't established and also provides the SERVICE which is the purpose of this agreement that encompasses the following:

- The provision of the resident representative in the relevant EU member State in the sense of article 9) point 1, paragraph e) of the Directive 2014/67/EU of 15 May 2014 of the European Parliament and of the Council in the relevant Country.
- The provision of a server application over the Internet for compliance with the

obligations of documentation that shall be made available to Authorities by the resident representative as mentioned above in point 1.

BAGEM will extend the service to every EU or EEA Country that in future sets forth similar obligations to those of France or Italy to road haulers with posted drivers, under the scope of the foregoing Directives 2014/67/EU and 1996/71/EC

3.- The server application for the SERVICE is being designed, developed and run by BAGEM's associated company CIF, SL. BAGEM is the general, exclusive and with no time limit licensee for the exploitation of CIF's application anywhere, anytime and anyway, and regarding the application it is agreed by BAGEM and CIF that this latter will provide the technical support for the daily work, corrective and upgrading maintenance according to state of art, developing and adding to the application any reasonable feature or tool in order to make its use the most easy and efficient as possible.

4.- BAGEM provides the SERVICE to different kind of entities:

- To "carriers" who manage their own data and documents to comply with the. Scheme 1 shows the server application map with regard to a single carrier
- To "agents, purchasing centers and cooperatives" for registering and managing data and documents of their "carrier" clients. They can assign "usernames" and "passwords" to their clients for sharing tasks with them. Each "agent" and its clients can access to server through a customized sub-domain of an anonymous domain with its logo and image designed according to their instructions. "Agents" have access and can manage only their client's data and documents. BAGEM invoices its fees for the SERVICE to the "agent" and has neither contractual relationship nor direct contact with the clients of this latter. Scheme 2 shows the application map with regard to an agent.
- Companies that provide non-cash means of payment for road haulers acting as a pass-through provider from their websites of the SERVICE to their clients and SERVICE fees collectors from these last ones, without having access to their client's document and data and. BAGEM has direct electronic contractual relationship with these end users.
- Associations, carrier cooperatives, and the likes, acting either as agents or as pass-through providers of the SERVICE.

2.- DEFINITIONS AND CONCEPTS THAT FRAME THE SERVICE

Regulation: it means the body of Laws and Regulations, within the framework of Directive 1996/71/EC of 16 December and 2014/67/EU of 15 May 2014, set forth in every EU host Country, as now France and Italy, oriented to verify the compliance in its territory of specific labour conditions by road haulers established in other Countries, with respect to their posted workers in the said territory.

The SERVICE: It has the following features and facilities:

- Use of the server application, on a nonstop basis 24 hours daily, featured in Schemes 1 and 2 hereby attached, for enabling them the compliance of their administrative duties regarding minimum salary and other labour duties of posted drivers in EU host Countries set forth by the Regulation. by clients, ,
- The provision of the resident representative to clients in France, Italy, and in any other EU host Country that implements Regulation in the sense of article 9 point 1 paragraph e) of Directive 2014/67/EU of 15 May 2014 of the European Parliament. It's duty is to send and receive documents and/or notices, when required. It is understood that he will not provide advice or consultant services.

EU host Country: Now they are France and Italy that have implemented the Regulation for road haulers established in other Countries. In the future other EU Countries will probably follow suit.

Carrier or client: It means a road hauler that hires the SERVICE with posted workers (drivers) in EU host Countries that shall comply with the Regulation. Each carrier has only access and the power to view and manage its own data and documents in the server application.

Agent:- It means a user registered in the server application as such It can register and manage data and documents of its clients (carriers) assigning them a "username" and "password".

Issuers of commercial non-cash payment means:- It means a Company that is neither carrier nor agent, who offers the SERVICE to its clients through its website and collects the service fees, without having access and powers to view and manage data and documents of its clients. So clients, will register and contract electronically the SERVICE either as "carrier" or "agent" directly with BAGEM.

Driver: it means a carrier's worker (ordinarily a truck or bus driver) that is or may be temporarily posted in other EU host Country in the sense of the Regulation.

Posting period: it means either each period of time within which a specific driver is being posted one or several times in a EU host. In every posting period, its start date must be entered but end date can optionally be open.

Documents: it means the documents linked to every driver required by the Regulation of every relevant EU host Country that must be uploaded and kept at the server application available to the resident representative for the period of time set forth by the relevant Regulation.

These documents provide evidence that the carrier with regard to its employees (drivers) complies with the minimum labour conditions as set forth by the Regulation of the EU host Country. These documents shall be available to the relevant resident representative of the carrier who is the liaison with the authorities of such Country.

Documents must be uploaded at the server application showing their period of validity (start and expiration dates) within which they shall provide coverage to the relevant driver posting periods.

Representative: Directive 2014/67/EU sets forth the obligation to designate either one or two different kinds of representatives (paragraphs e) and f) of point 1 of article 9):

- The first kind of representative who must be resident in the host Country where workers are posted, is committed to be the liaison with the competent authorities in the host Country. His only duty is to be available to authorities, send documents and receive notices, when required.
- The second kind of representative, who doesn't need to be resident in the host Country, can be required for representing posted workers in collective bargaining in the host Country during the posting periods.

Neither of them is required to have specific qualifications and must be identified with their details in the communications of posted workers to authorities.

According to Directive the first kind of representative is compulsory in every EU host Country, but not always the second one. For instance, in France the latter isn't required for road haulers that only perform international transport services.

The designated representative shall have access to data and documents of the carrier related to the EU host Country where he acts as such representative, obviously only for the purpose of being the liaison between carrier and Authorities of the relevant EU host Country, even after being ceased or having resigned, during a mandatory term set forth in the relevant EU host Country Regulation.

The second kind of representative is not provided by BAGEM as he can be any person of client's staff who can reside anywhere. He only must be available in case, for entering into collective bargaining as representative of posted workers during the posting periods.

"Username" and "password": They are the login credentials to the server application. "Username" is the unique identifier of the user, either carrier or agent, by which the server establishes the access boundaries of the user to information. "Password" is the secret code which prevents impersonations. Both can be changed at any time by the carrier itself or by its agent.

The same login credential can be used simultaneously by different users. In all cases, as for agents and carriers. The first credential used in the creation of the account is the administrator credential of the account. Using this one, other credentials can be assigned (or removed) to other account users. With these other credentials user can manage data and documents on the server application as broadly as with administrator one, except creating new credentials or erasing existing ones.

Control diagrams: The server application checks for every driver posting period if it has appropriate coverage of every type of document, required by the relevant Regulation, taking into account the document dates of validity and driver posting periods.

The result of the checking process with the adequate filters is shown on a webpage by means of a bar time diagrams showing the posting periods and their document coverage overlaid on them. Thus, at a glance, user may know what documents are missed or are going to expire shortly.

2. PURPOSE OF THE AGREEMENT

The SERVICE encompasses the following services and the use of the following installations:

- - The use of the server application, without interruption 24 hours a day, shown in diagrams 1 and 2 attached, to enable carriers to fulfill their administrative and documentation obligations relating to the justification of drivers' wages and fulfillment of other labour obligations in EU host countries established by the "Regulation".
- - The provision of the resident representative to clients in France, Italy and any other EU host country implementing the "Regulation" within the meaning of Article 9(1)(e) of Directive 2014/67/EU of 15 May 2014 of the European Parliament. The function of the representative is to send and receive documents and/or notices from the competent authorities, when required. It is understood that it does not provide advice or consultancy services.

This document sets out the terms and conditions for the provision of the SERVICE by BAGEM to customers, the latter acting either as "carriers" or as "agents".

3.- OTHER TERMS

3.1. The carrier and/or its agent are in charge and responsible for the management of the documents of the drivers posted and are only responsible for the data recorded and the documents uploaded to the server application in time, content, accuracy, completeness, and ensure that the procedures are performed correctly, except if the defects are caused by deficiencies or interruptions of the SERVICE by BAGEM whose responsibility then falls on the latter.

BAGEM is under no circumstances responsible for ensuring that documents uploaded to the server are complete or meet the legal requirements of EU host countries.

BAGEM is solely responsible for the implementation of the server, its availability and the fulfillment of representation obligations in the host countries.

3.2. BAGEM will treat all documents or data uploaded or entered by customers as the property of the customer, and will destroy or return any copies of these documents and data upon the customer's written request. BAGEM will automatically destroy the documents after the maintenance period required by the "Regulation" of the relevant EU host country as soon as the obligation with respect to each of them has expired.

3.3.- BAGEM may change the designated representative in any EU Host Country without interruption of the SERVICE, without the need to request the client's authorization.

4.- BAGEM UNDERTAKES THE FOLLOWING OBLIGATIONS:

4.1. Ensure that the server application is available to customers with high quality, continuity and without interruptions. The SERVICE will only be stopped by BAGEM for

the maintenance or updating of the application, but only in short periods and preferably outside working hours.

4.2. Provide corrective and evolutionary maintenance of the server application, as well as develop and add to it any reasonable feature or tool focused on making the customer's work easier and more efficient according to the state of the art.

4.3. BAGEM will ensure that the SERVICE is provided in accordance with the applicable legal requirements in the host countries and will proactively adjust it if there is any change in the latter.

4.4. BAGEM is responsible for providing customers with an intuitive working environment at all times. In case of failure, BAGEM will take all necessary measures to rectify the failure without delay.

4.5. BAGEM guarantees that there are no third parties who have rights that can exercise and prevent it from providing the SERVICE.

4.6. BAGEM is responsible for its representatives in the sense that they comply with what the "Regulation" requires in the host country of the relevant EU, in accordance with Article 9 (1) (e) of Directive 2014/67/EU of 15 May 2014 of the European Parliament.

5.- SERVICE PRICE

The service is deemed to be provided per employee posted to an EU host country, where the resident representative provided by BAGEM is required or where the employee's social documentation must be immediately available to the authorities during the posting period via the document repository on the BAGEM platform.

5.1 The price of the service provided by BAGEM, which will be invoiced monthly and shall be paid by means of a payment card through a Bank payment gateway, is as follows:

- In the case of France, 10 euros each time a driver is recorded for a period at the SIPSI of the French Administration, appointing the representative of BAGEM.
- In the case of Italy, a price of 20 euros per year and driver for whom at least one posting has been recorded at the Italian Administration.
- For other EU host countries that do not require a resident fiscal representative, the price per activated driver is 2,5 (two and a half) euros per semester and per EU host country.

On the above prices Value Added Tax will be applied and charged, when appropriate.

5.2.- For BAGEM the foregoing remuneration covers the entire SERVICE, including but not limited to any expense of BAGEM due to the correction of any defect or deficiency found in the SERVICE, license, registration, administrative, legal or similar, fees or taxes (excluding Value Added Tax).

Without prejudice to the monthly billing made by BAGEM, with respect to the year 2018, which is the first to be invoiced, there will be a single billing that covers the entire year.

These prices may be modified by BAGEM at any time with 1 month's notice to clients through its website, showing the future modification of the price and the date from which its application will be made.

6.- DATA PROTECTION

The provision of the service requires the "processing" of personal data which falls within the scope of the European Regulation on the Protection of Personal Data (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (hereinafter referred to as the EU Personal Data Regulation).

"Personal data", in terms of article 4 of the personal data protection regulations, are those of the employees of AGENT client who are posted to other EU countries for work purposes related to their identity and to documents justifying their wages and the employer's compliance with the social obligations set out as a minimum in the corresponding host country. Such personal data fall out of the special categories of Articles 9 and 10 of the EU Personal Data Regulation.

The "process", in terms of article 4 of the personal data protection regulations, consists of the personal data being stored on the BAGEM platform at the disposal of the representative provided by BAGEM resident in the host country, which in turn are at the disposal of the competent authorities during the required period of time, all in accordance with the applicable regulations established in the host country.

The "controllers", within the meaning of Article 4 of the Regulation are the persons who determine the purposes and means of the processing and honor the rights, requests and claims of the affected persons whose data are being processed, so that in this case there are two or more responsible controllers (BAGEM, Client and, should it be the case, the client's Agent) whose responsibilities are:

- Bagem Services, insofar as it defines the purposes and means of processing, which is one of the functions of the controller.
- The customer or the customer's Agent, insofar as they contract the service from "Bagem Services" and record in the application the personal data of their employees or customer's employees, whose responsibility is incurred under the responsibilities of Articles 7, 12 to 20, and 34 of the Regulation.

The client is co-responsible for the treatment inasmuch as employer of the posted employees, is responsible, under the terms of the employment contract, for obtaining the consent of its employees to the processing of their personal data in order to comply with the regulations of the host country, by accepting to be posted to that country for work purposes.

He is the contact with the employee. It may provide to the employee affected by the process any information, communication and facilitate the exercise of the rights referred to in the above-mentioned articles of EU Personal Data Regulations. Among others, the modification or deletion of the personal data from the platform

The "processor" of the data on behalf of the "controller", within the meaning of Article 4 of the EU Personal Data Regulation, are jointly BAGEM and her associated technological company CIF, SL, which are obliged to maintain the confidentiality of the personal data by adopting the appropriate technical and organizational measures for that purpose, in compliance with the obligations laid down in Articles 28 through 32 of the EU Personal Data Regulation.

Therefore, BAGEM assures that:

BAGEM's and CIF's staff are perfectly aware of their duties regarding personal data protection and know how to use the data.

- All third parties engaged by BAGEM (i.e. the Representative) will also comply with the applicable data protection provisions.
- All personal data will be treated as strictly confidential and handled with the utmost care.
- No personal data will be transferred outside of the European Union.
- No personal data will be disclosed to any third parties other than those mentioned in this agreement (i.e. the Representative, who may also disclose upon request to relevant authorities).
- No personal data will be stored longer than is necessary to provide the SERVICE.
- No personal data will be processed for any other reasons than what is necessary to perform this SERVICE.
- All personal data will be stored securely and protected from unauthorized access.
- All data transmitted to BAGEM as part of this SERVICE will remain the property of the client and will be returned or destroyed if requested by it in written or required by law or a court of law.
- Data transmitted to BAGEM as part of this SERVICE that has been processed (e.g. made into a database) are also considered property of the client.
- The terms of the data protection provisions will remain valid even if the agreement is ended.

7. ENTRY INTO FORCE AND TERMINATION OF THE AGREEMENT

On the part of the client or client's agent, this service agreement is understood to be accepted and in force through the use of the BAGEM application and/or its representative in the host countries. In other words, the agreement is understood to be renewed each time the service of the platform and/or a representative is used.

In case of non-payment of invoices by the client, or for any other consideration BAGEM holds the right to suspend or terminate the provision of the service and terminate the representation of the client in the host country.

However, the provision of a service initiated during the validity of the agreement with respect to an employee shall not be affected by the termination of the agreement itself. In other words, BAGEN will fulfill its obligations before the authorities of the host countries during the entire post-travel period required by the corresponding regulations of the host country, in relation to the services initiated during the validity of the agreement, even if it has been suspended or terminated.

8. LAW AND JURISDICTION

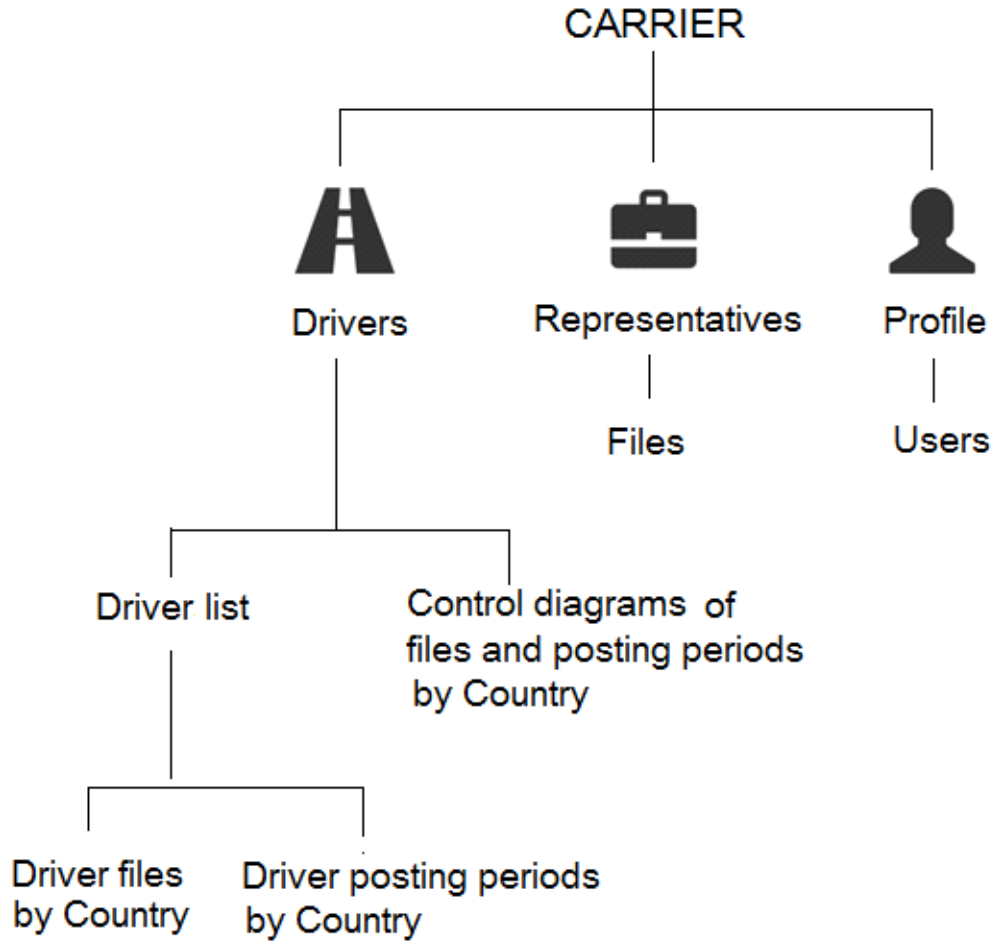
The agreement will be governed and construed according to Spanish law and any controversy that arises related to the interpretation and/or termination of the agreement, will be submitted and substantiated in the Courts of Justice of the City of Madrid.

9. OTHER CONSIDERATIONS

This agreement regulates the terms and conditions according to which BAGEM will provide the SERVICE to the clients as well as the rights and duties of both parties for its execution.

The statements and annexes (diagrams 1 and 2) of this agreement constitute an integral and substantial part of it. In the event of a conflict of interpretation between the provisions of this agreement and its annexes, the provisions of this agreement shall prevail.

Scheme 1: Application map for carriers



Scheme 2: Application map for agents

