

## General provisions for the agreements

### 1. ØresundBUSINESS and ØresundCOMMUTER

**1.1** This agreement may only be signed by an undertaking (the "Customer") and is entered into with Øresundsbro Konsortiet I/S, reg.nr. 24246787 ("Øresundsbro Konsortiet"). The agreement is a subscription agreement which during the year of the agreement entitles the Customer to a volume-based discount based on the number of crossings over the Øresund bridge per year against payment of an annual subscription fee and access to the benefit program CLUB Øresund®. Payment may be arranged by invoicing. Customers with a commuter agreement also have the opportunity to choose the additional product "ØresundCOMMUTER+" which is described under section 2.

The agreement does not entitle passages to be resold.

**1.2** To enter this agreement, the Customer must also have entered into an agreement with an Issuer of an automatic payment solution with an associated payment card or invoice option. This could be an ØresundPAY-agreement with Øresundsbro Konsortiet or any other issuer of payment, that Øresundsbro Konsortiet has accepted for payment of trips over the Øresund bridge (in the following "Payment Instrument" and "Issuer"). The Payment Instrument will be linked to the agreement in connection with the creation. When entering into the agreement, the Customer must provide information, including name, address, telephone number, address, telephone number, e-mail address, etc., as well as identification of the Customer's payment solution and assign one or more licence plates to the agreement. A registration number and a bizz are Payment Instruments. Øresundsbro Konsortiet receives information about the Customer from the Issuer specified by the Customer. Information will be exchanged with Issuers for the duration of the agreement. Øresundsbro Konsortiet may share and pass on information about the Customer to the Issuer for the Issuer's collection of correct payment. The information can also be used for marketing to the Customer and for targeting information, offers and campaigns.

**1.3** The subscription agreement is valid until terminated by one of the parties. The Customer has the right to terminate the subscription agreement by terminating it in "My Account" or by giving notice to Øresundsbro Konsortiet by e-mail or letter with thirty (30) days' notice to the end of a month.

**1.4** Øresundsbro Konsortiet has the right to terminate the subscription agreement with immediate effect upon the Customer's serious breach of its obligations under the subscription agreement or any other misuse, including, for example abuse of the number of associated license plates.

In addition, Øresundsbro Konsortiet has the right to terminate the subscription agreement with thirty (30) days' notice. Øresundsbro Konsortiet termination must be sent with e-mail or letter to the Customer.

**1.5** Øresundsbro Konsortiet has the right to continuously implement changes in the agreement with thirty (30) days' notice by e-mail to the Customer. Øresundsbro Konsortiet also has the right to carry out price adjustments on an ongoing basis for crossing and annual fee with thirty (30) days' notice after publication on Øresundsbro Konsortiet website ([www.oresundsbron.com](http://www.oresundsbron.com)). The Customer's continued crossing and use of the subscription agreement after the changes have been implemented, constitutes an acceptance of the new terms and price adjustments.

**1.6** The Customer hereby consents to the provided customer data and information about crossings etc. are registered and processed electronically for the purpose of administering the subscription agreement as well as for use in credit assessment and recovery of payment.

In addition, information about the Customer's contractual relationship will be shared with the Issuer whom the Customer has entered into a payment agreement with. The Customer must immediately notify Øresundsbro Konsortiet if changes occur in the provided customer data. Changes to the specified payment card, or changes in the associated Payment Instrument must be disclosed to the Issuer and it is the Customer's responsibility that information on the payment card and license plate is up to date.

**1.7** In Øresundsbro Konsortiet's self-service "My Account" the Customer may find information about previous crossings and other information about the agreement.

**1.8** The agreement, and the rights and obligations provided therein, cannot be transferred to any third party without Øresundsbro Konsortiet prior consent. It is a prerequisite for the agreement, that crossings are made by the Customer, the Customer's employees, or employees in the same group as the Customer. If the crossing is made by a person other than mentioned above, with a Payment Instrument connected to the subscription agreement, it does not qualify for a discount.

### 2. ØresundCOMMUTER and ØresundCOMMUTER+ for business

**ØresundCOMMUTER** is a special additional subscription, which gives the Customer and the Customer's employees right to crossings at a reduced price and is aimed to be used by those who live and work on different sides of Oresund. Unless otherwise stated, the other terms found in these general provisions also apply if the Customer has chosen ØresundCOMMUTER and ØresundCOMMUTER+. If the Customer chooses ØresundCOMMUTER, the Customer can connect 1 vehicle and 1 bizz to the agreement. The Customer is obliged to enter and continuously update the vehicle's registration number in "My Account". Only 1 registration number can be connected with the agreement at a time. In "My Account" it is possible to change connected registration number with the agreement, however, during a calendar year there may only have been a maximum of 5 registration numbers connected to the agreement in total. If more registration numbers are connected to the agreement than the permitted 5 per calendar year, crossings with these additional registration numbers will not count for or be eligible for a discount.

The Customer is obliged and solely responsible to enter and continuously update the vehicle's registration number on "My Account". The Payment Instrument that is connected to the agreement, must be used unambiguously by the Customer's employees and the employees of the Customer's affiliated companies (the users of the agreement). The Customer must inform the users of the agreement that the users may not lend out the Payment Instrument or otherwise pass it on to others who are not employees of the Customer or of the Customer's affiliated companies.

The price for a given crossing with ØresundCOMMUTER is depending on the number of crossings according to the subscription agreement for the month in question. The first month starts upon registration of the agreement. The prices appear on the valid price list (as described on the Øresundsbro Konsortiet's website). After the end of each calendar month, a new period begins and the basis for calculating the price per crossing is reset.

**ØresundCOMMUTER+** for business is a subscription for Customers with a ØresundCOMMUTER-agreement. The product is for passenger cars up to 6 meters and for motorcycles.

ØresundCOMMUTER+ gives the Customer a discount on crossings for a period of 30 days from the start of the

period and is intended for people who live on one side of Øresund and work on the other side. The agreement can only be used by the customer him/herself. ØresundCOMMUTER+ is connected to a vehicle's registration number and cannot be linked to or connected with a bizz. Only 1 registration number can be assigned to ØresundCOMMUTER+. The customer is obliged to enter and continuously update the vehicle's registration number in "My account". Only 1 registration number (1 vehicle) can be linked to the agreement at a time and the registration number can be changed 2 times, so that during the period of 30 days there may have been a maximum of 3 registration numbers linked to ØresundCOMMUTER+.

During the 30-day period a maximum number of 3 registration numbers may have been associated with the ØresundCOMMUTER+. The price for ØresundCOMMUTER+ is always published on the valid price list which is found on Øresundsbro Konsortiet's website.

ØresundCOMMUTER+ runs for 30 days at a time and is automatically renewed for another 30-day period, unless terminated by the Customer. The Customer is notified no later than 7 days before the end of each period. There is no refund for non-use, regardless of reason.

### 3. Further on iTicket

**3.1** iTicket is an electronic ticket that can be used for crossings under the agreement instead of bizz or other Payment Instrument. The contact person specified by the Customer will receive a password in a separate letter to gain access to electronic payment via iTicket. The password can be used by the Customer's representatives and the Customer's employees in the same group as the Customer. The Customer is obliged to handle the password so that it is not used by persons outside the above-mentioned persons. The customer is also responsible for all orders placed using the shared password until the password is de-registered at Øresundsbro Konsortiet. De-registration is made automatically when the agreement expires or in the event of violation. In addition, de-registration takes place immediately upon the Customer's request to Øresundsbro Konsortiet's customer support.

**3.2** iTicket can be ordered on [iticket.oresundsbron.com](http://iticket.oresundsbron.com). Unused orders of iTicket can be canceled free of charge by the Customer. However, the Customer is responsible for payment of an ordered iTicket until the order is canceled by the Customer. The Customer is thus liable for any crossing made with the use of an iTicket ordered by the Customer until cancellation. All orders will be automatically canceled by the termination of the subscription agreement termination or in the event of non-payment.

**3.3** Debiting of crossings using iTicket will be charged when the crossing takes place.

### 4. Liability

**4.1** Crossing over the Øresund bridge can be delayed or prevented due to, for example, high traffic load, traffic accidents, weather conditions, or due to other damages and/or maintenance work on the Øresund bridge.

**4.2** The Customer is responsible for obtaining and evaluating current traffic information to ensure that the vehicle is driven in a way that is adapted to the conditions during a crossing. Øresundsbro Konsortiet is not responsible for damages related to the Customer's or other road users' traffic.

**4.3** The Customer undertakes to follow, at all times, the imposed traffic restrictions on the Øresund bridge.

**4.4** Øresundsbro Konsortiet is not responsible for direct or indirect damages, such as production loss or loss of income which affects the Customer due to delays or obstruction of passage.

**4.5** The Customer is responsible for ensuring that all information provided by the Customer is correct and up to date. The registered information can be found in "My Account". It is the Customer's responsibility to update changes to the registered payment card and update expired payment cards, update information on registration number, as well as other information that the Customer is required to provide for administration of the agreement. If the Customer has provided incorrect or not updated information, the agreement can be annulled. The Customer is obliged to delete a registration number if the Customer no longer has access to that vehicle.

#### **5. Price – Payment**

**5.1** The obligation to pay for the crossing incurs when the vehicle passes the last exit before the Øresund bridge.

**5.2** The price for the annual fee and for each crossing is determined based on the price list valid at the time, for the current vehicle category covered by the subscription agreement (as described in Øresundsbro Konsortiet's website), and in applicable cases after deduction of volume-based discount on the number of crossings per vehicle category of the Customer in the current calendar year.

**5.3** The price for crossings is determined each calendar year from the number of crossings per vehicle category, as the Customer expect to make in the calendar year. If the Customer has fewer crossings than expected, the Customer will be charged the difference between the set price and the price that the Customer rightly should have paid. Conversely, the Customer is reimbursed if more crossings than expected have been made. Collection and repayment according to this point is made after the turn of the year. Øresundsbro Konsortiet reserves the right to adjust the Customer's assessment of the number of crossings in the calendar year, if it turns out that the

Customer repeatedly makes fewer number of crossings in the calendar year than expected. A terminated agreement can be reopened later upon payment of a new annual fee.

**5.4** Section 5.2 and 5.3 do not apply, if the Customer has chosen ØresundCOMMUTER and ØresundCOMMUTER+ in connection with entering into the subscription agreement.

**5.5** Payment of the annual fee and for completed crossings is made via the Customer's Issuer.

**5.6** In the event of overdue payment, default interest will be charged from the due date according to the applicable interest legislation. Fees will be added for costs incurred in connection with the handling of payment reminders and debt collection.

#### **6. CLUB Øresund®**

**6.1** In connection with CLUB Øresund (the "Benefit Program") the Customer receives offers from established companies on the other side of Øresund than where the Customer is established, and which cooperates with Øresundsbro Konsortiet ("Partner"). The offers are published on Øresundsbro Konsortiet's website and by e-mail, if the Customer has given its consent.

**6.2** The Customer has the right to renounce the right at any time to receive more offers by contacting Øresundsbro Konsortiet's customer service (kontakt@oresundsbron.com). As long as the Customer's message is processed, already scheduled broadcasts can be forwarded to the Customer.

**6.3** Any Partner offer that the Customer receives within the framework of the Benefit Program, is presented by the Partner. Øresundsbro Konsortiet has no responsibility for these offers, and any complaints and claims about compensation in connection with the use of an offer must therefore always be addressed to the Partner.

#### **7. Video recordings**

The payment facility is video monitored to prevent unauthorized passage and to enable collection of payment. Video surveillance is also carried out to provide information about the traffic situation and to be able to provide assistance in connection with accidents. More about monitoring and processing of personal data can be found in the Privacy Policy at the Øresund bridge website.

#### **8. Governing law and disputes**

The subscription agreements are subject to Danish law if the Customer resides in Denmark. Any disputes must in that case be decided by the Danish public courts. The agreement is subject to Swedish law if the Customer resides in Sweden. Any disputes must then be settled by the Swedish courts. If the Customer is neither resident in Denmark or Sweden, Swedish law applies, and disputes shall be settled by Swedish public courts with Malmö District Court (Malmö tingsrätt) as first instance.

## General terms and conditions

### 1. ØresundPay agreement

**1.1** The ØresundPay agreement may only be signed by an undertaking (the "Customer") and is entered into between the Customer and Øresundsbro Konsortiet, Box 4278, 203 14 Malmö, Sweden. The ØresundPay agreement enables the Customer to use an ØresundBizz® transponder, registered license plate and/or another method of payment provided or approved by Øresundsbro Konsortiet from time to time (herein referred to as the "Payment Instrument"). The Payment Instrument can be used as an automatic payment solution when crossing the Øresund Bridge and with other operators with whom Øresundsbro Konsortiet cooperates.

**1.2** If Øresundsbro Konsortiet so requests, an agreed payment security shall be provided by the Customer before the Customer is entitled to use the Payment Instrument for passages against subsequent invoicing. Pledged payment security shall be adapted to the prevailing credit risk from time to time. If the Customer is placed in bankruptcy or suspends its payments, Øresundsbro Konsortiet shall be entitled to deactivate the Customer's Payment Instrument until acceptable payment security has been provided.

**1.3** The ØresundPay agreement shall apply until terminated by either party. The Customer shall be entitled to terminate the agreement at any time by giving notice to Øresundsbro Konsortiet by email or letter. Upon termination, the Customer's entitlement to use the received Payment Instrument(s) shall terminate automatically.

**1.4** Øresundsbro Konsortiet shall be entitled to terminate the ØresundPay agreement with immediate effect if the Customer is in material breach of its obligations under the ØresundPay agreement or in the event of any other misuse by the Customer. In addition, Øresundsbro Konsortiet shall be entitled to terminate the ØresundPay agreement with thirty (30) days' notice. Such termination shall be notified to the Customer by email or letter.

**1.5** ØresundBizz is the property of Øresundsbro Konsortiet. If the Customer has obtained an ØresundBizz, such ØresundBizz shall be disposed of as electronic waste in the event of termination of the agreement.

**1.6** Øresundsbro Konsortiet shall be entitled to make changes of the ØresundPay agreement from time to time with thirty (30) days' notice by letter or email to the Customer.

**1.7** The Customer hereby consents to the automatic registration and processing of the customer details and crossing data provided by it, for the purposes of administering the ØresundPay agreement and for credit information and debt collection purposes. The Customer shall immediately notify Øresundsbro Konsortiet of any changes to the provided customer details, including change of the specified debit/credit card.

**1.8** Details of crossings made by the Customer and a monthly specification are available to the Customer on Øresundsbro Konsortiet's online service "My Account". Complaints regarding incorrect registrations of crossings and any other complaints must be submitted as soon as possible, and in any event no later than two months after the crossing can be viewed on "My Account" or on an account statement for the connected debit/credit card.

**1.9** The ØresundPay agreement, and the rights and obligations provided therein, may not be transferred to any third party without Øresundsbro Konsortiet's prior consent. The Payment Instrument shall be unambiguously linked to the Customer's representatives ("deputies"), the Customer's employees and deputies and employees of companies in the same group as the Customer. The Customer shall not be entitled to lend the Payment Instrument or allow it to be lent, or otherwise grant use of the Payment Instrument to any person or entity outside the above-mentioned group.

**1.10** If the Customer intends to use an ØresundBizz in vehicles with a weight exceeding 3,500 kilo, the Customer shall inform Øresundsbro Konsortiet of such vehicles registration number. The ØresundBizz is thereafter attached to said vehicle and may not be used in another vehicle.

### 2. Further on the use of Payment Instruments

**2.1** The ØresundPay agreement entitles the Customer to crossings via electronic payment lanes on, among others, the Øresund Bridge for such categories of vehicles as are stated on Øresundsbro Konsortiet's or other infrastructure owners' websites from time to time.

**2.2** Once the Customer has added one or more license plates/license numbers under "My Account", the license plate will function as a Payment Instrument. The Customer is obliged to pay for completed crossings with the license plate. The Customer must continuously update the linked license plate and ensure that the specified license number is correct. In the event of sale or other transfer of the vehicle in question, the Customer is further obliged to deregister the license number under "My Account".

**2.3** Crossings using a Payment Instrument will be charged when the crossing takes place and will be reported in the monthly specification as well as in the ongoing invoicing of made crossings.

**2.4** The loss of a Payment Instrument must be reported immediately to Øresundsbro Konsortiet through the online service "My Account". The Customer is responsible for payment in respect of each crossing through the use of the Customer's Payment Instrument until such time as the Payment Instrument is reported lost or the license plate linked to the agreement is deregistered through "My Account".

### 3. EasyGo and other partnerships

**3.1** Customers with valid ØresundBizz transponders shall automatically be entitled to use their ØresundBizz transponders as a payment instrument when using toll roads and other services connected to the EasyGo partnership ([www.easygo.com](http://www.easygo.com)). The Customer may also use his or her ØresundBizz transponder in other cases where Øresundsbro Konsortiet has partnerships with external companies. Up-to-date information regarding where the Customer may use his or her ØresundBizz transponder is available on Øresundsbro Konsortiet's website.

**3.2** Where the Customer uses toll roads and other services within the scope of the EasyGo partnership, or other partnerships entered into by Øresundsbro Konsortiet from time to time, the following provisions shall apply: this section 3 and section 5 below relating to payment terms, and the terms and conditions applied by the relevant provider relating to price and the liability of the Customer and the provider respectively.

**3.3** Customer who uses an ØresundBizz for (a) paying for the use of toll roads or other services within the scope of EasyGo or (b) paying for the use of other services offered by Øresundsbro Konsortiet in cooperation with a third party, shall pay Øresundsbro Konsortiet for such use. Øresundsbro Konsortiet shall then pass on the payment to the relevant provider or operator.

**3.4** The Customer is responsible for payment in respect of the use of the ØresundBizz (a) at toll stations operated by another operator connected to the EasyGo partnership, or (b) for the use of other services, until the ØresundPay agreement terminates or the ØresundBizz is reported lost, regardless of whether it is the Customer or another party that uses the Customer's ØresundBizz.

**3.5** Complaints concerning an EasyGo passage shall be submitted to the issuer of the payment instrument used for the passage, i.e. Øresundsbro Konsortiet if the Customer has used an ØresundBizz. Complaints regarding other services shall be submitted to the company that provided the relevant service. Complaints must be made within the period of time stipulated in the terms and conditions of the relevant operator or company.

### 4. Liability

Øresundsbro Konsortiet's liability follows the general rules of Danish law. Øresundsbro Konsortiet assumes no further liability towards the Customer.

### 5. Payment

**5.1** Payment of completed crossings over the Øresund Bridge, and for the use of toll roads and other services offered by Øresundsbro Konsortiet in cooperation with a third party, shall be made against invoice or by charging of the attached debit/credit card. Where payment is made against invoice, the payment terms are invoice date + 30 days. If the Customer wishes to pay by use of a debit/credit card, the Customer hereby consents to Øresundsbro Konsortiet obtaining payment by charging the specified debit/credit card without such card being presented. The Customer is obliged to issue a power of attorney and take such other measures as may be required to enable such payments to be executed from time to time.

**5.2** In the event of overdue payment, default interest will be charged pursuant to the applicable interest legislation. Fees will be added for costs incurred in connection with the handling of payment reminders and debt collection.

### 6. Governing law and dispute resolution

Where the Customer has corporate domicile in Sweden, the agreement shall be governed by Swedish law. In such case, any disputes shall be determined by a court of general jurisdiction in Sweden. Where the Customer has corporate domicile in Denmark, the agreement shall be governed by Danish law. In such case, any disputes shall be determined by a court of general jurisdiction in Denmark. Where the Customer has no corporate domicile in either Sweden or Denmark, Swedish law shall apply, and disputes shall be determined by a court of general jurisdiction in Sweden, with the Malmö District Court as the court of first instance.