

GENERAL TERMS OF USE OF SERVICE

“RICARICABILE PEDEMONTANA”

Autostrada Pedemontana Lombarda SpA, a company subject to the management and coordination of Milano Serravalle - Milano Tangenziali SpA, with registered office at via del Bosco Rinnovato 4 / A Palazzo U9, 20090 Assago (MI), share capital of € 300,926,000.00 , REA MI1232570, C.F./P. VAT: 08558150150, registered in the Milan Companies Register, concessionaire for the design, construction and management of the "Dalmine, Como, Varese, Valico del Gaggiolo motorway link and related works" (Sistema Viabilistico Pedemontano Lombardo) under Single Agreement signed on 1 August 2007 with CAL SpA (hereinafter also referred to as "**APL**"), in the performance of its duties, it will activate the Customer requesting the Pedemontana Recharge service for the payment of tolls on the Road and motorway sections managed by the Autostrada Pedemontana Lombarda S.p.A. (A36, A59 and A60).

The purpose of this document is to provide the Customer (hereinafter "**Customer**") with the general terms and conditions of use (hereinafter the "**CGU**") of the Rechargeable Pedemontana service (hereinafter "**Service**" or "**Account**") made available by APL for payment of motorway tolls.

The service activation is free and involves the acceptance of these GCU.

1. CHARACTERISTICS OF THE SERVICE

1.1 The Service allows the Customer, natural or legal person, to proceed to the payment of tolls for Transit journeys made in motorway sections enabled managed by APL (A36, A59 and A60), in non-registered form, prepaid, a scalar value and rechargeable. The customer can choose the amount to be loaded in one of the planned cuts (Euro 20, Euro 50, Euro 75, Euro 150, Euro 300). The amount charged is not a deposit and does not bear interest.

1.2 Each customer can activate the service for a single plate by choosing one of the following activation channels: web or authorized service points (the full list is available on the website www.pedemontana.com).

1.3 You cannot turn on more than once for the same license plate service. If the customer would deny that he has already activated the service for a vehicle/plate on which the service is active, he may notify at one of the service points enabled proving the ownership of the vehicle for which it intends to activate the Service.

1.4 You cannot activate the service for plates already associated with an active account "Conto Targa".

1.5 The service cannot be provided in the presence of a device of type Telepass edge (or other operator) functional/active at the time of transit under the toll portals. In this case, the transit will be visible on account Telepass (or other operator) and billing terms will be those stipulated in the contract signed with Telepass (or other operator). If the Customer should activate the Service to a vehicle equipped with a functioning device/active board, the transits will be charged to the account Telepass (or other operator). In the case of disabled device/ non-working board at the time of the transit, the toll will be paid automatically to climb on the amount charged on the Service.

2. PROCEDURE OF REGISTRATION AND ACTIVATION OF THE SERVICE

2.1 VIA WEB or APP: to activate the Service it is necessary to proceed, to the registration by accessing the dedicated section on the site www.pedemontana.com or by downloading the APP Pedemontana Lombarda. The Customer must obligatorily provide the following data: 1) nationality and vehicle registration number, 2) vehicle registration plate confirmation, 3) e-mail address on which it is intended to receive communications relating to the Service, 4) password (which the Customer may modify at any time), and 5) minimum amount threshold reached which is intended to receive the top-up notice (hereinafter "**Recharge Notice Threshold**") chosen by the Customer or automatically assigned by the system in the event that the Customer does not express a choice.

Once the data has been entered, the Customer must declare the acceptance of the CGU, have read the privacy conditions and express the consent to the processing of data for marketing purposes.

The Customer will receive a summary email of the Service data (ID Code, nationality, license plate and a link / activation code).

By using the Service via APP, the Customer will receive notices regarding the status of the Account.

Through the link or the activation, code indicated in the e-mail the Customer can access the screen of the first top-up necessary for the activation of the Service.

The registration procedure concludes with the choice by the Customer of the amount of the top-up between the planned cuts (Euro 20, Euro 50, Euro 75, Euro 150, Euro 300), with the insertion of the data of one's own credit card and with the authorization to load the selected amount.

The Service will be active only after the top-up and only from that moment, the transits will be charged to be deducted from the amount recharged on the Service. After making the first transit, the Customer will receive a welcome e-mail confirming the confirmation of the first charge on the Service. From that moment, all transits made will be automatically paid to scale up the amount reloaded until the amount is exhausted.

2.2 AUTHORIZED SERVICE POINTS: To activate the service at authorized service points the Client, after accepting the GCU, has read the privacy conditions and giving his consent to data processing for marketing purposes, shall register communicating operator charge the data referred to in paragraph 2.1. The operator shows the customer the summary document of the data entered. If he confirms these data, the registration process is concluded with the communication to the operator of the amount charging among the planned cuts (Euro 20, Euro 50, Euro 75, Euro 150, Euro 300) and an indication of how the Customer intends crediting the amount (credit card, debit card or cash).

Subsequently, the customer will be informed by the operator if the recording and charging process has been successful. The Customer also will receive an email summary of the data of the service (ID number, nationality, plaque, access password generated automatically by the system).

After making the first transit the customer will receive a welcome email confirming the first complaint on the service. From that moment all transits made will be automatically paid on the charged amount to climb until the amount is entirely spent

2.3 The customer assumes full and exclusive responsibility of the data and the confidentiality of credentials for the activation of the Service. The customer is therefore solely responsible for the transactions made by third parties in the use of the Service and attributable to the Customer.

3. MANAGEMENT OF RESERVED AREA AND CREDENTIALS OF ACCESS

3.1 Following the activation of the service, the customer can access his "reserved area", on the website www.pedemontana.com by entering the password given at registration and the ID code shown in the first email notification of activation Service.

3.2 By accessing to his "reserved area" the customer will have the right to modify the data in the following fields: nationality, vehicle registration number, password, email address, telephone number, charging warning threshold.

3.3 Inside the "reserved area" will be shown the available credit, the date and the amounts of individual charges, the date of dispatch and the type of communications for the Service (outcome charging management, credit exhausted alert, alert for recharging credit below threshold, first transit).

4 FOLLOWING RECHARGE AFTER THE FIRST

4.1 The Customer has the right to proceed to top-ups after the first recharge with the following methods:

- by connecting to the www.pedemontana.com site, to the "Rechargeable Pedemontana" section;
- through the "Pedemontana Lombarda" APP;
- at the ATMs belonging to the Intesa Sanpaolo Group, by selecting the CBILL service; for the Intesa Sanpaolo Group customers, it is also possible to access the same function via Internet Banking;
- by going to one of the authorized assistance points indicated on the website www.pedemontana.com.

4.2 Once reached the warning threshold charging the customer will receive via email a special notice.

4.3 In the case of charging an account in the negative, less than zero, the customer shall proceed to a charge at least equal to the value of the debt accumulated.

4.4 In any case and at any time the customer can find out the remaining credit by accessing his "reserved area", or upon request to the call center or at one of the authorized service points.

5. PAYMENT OBLIGATION TOLL, DELAY, ALTERNATIVE WAYS OF PAYMENT AND AUTOMATIC DEACTIVATION OF SERVICE

5.1 The toll payment is due by law, according to article 176, paragraph 11, of the Legislative Decree of 30 April 1992 n. 285 and subsequent modifications ("Nuovo Codice della Strada"). Pursuant to art. 176, paragraph 11bis, of the New Highway Code, the driver and the owner of the vehicle are obliged to pay the toll.

5.2 In the case of exhaustion of the amount loaded, the customer will receive an e-mail, and will have 7 (seven) days from the date of the first transit performed in the absence of credit (i.e. with negative Service) for recharging. In case of no charge within the time specified the service will be

deactivated and the toll payment may be, within 15 (fifteen) days from the date of each transit through one of the payment methods indicated on the website www.pedemontana.com.

5.3 If no action in the period of 15 (fifteen) days mentioned above, APL will be activated for recover the credit pursuant to the law and under the specific arrangements by the same identified.

5.4 The Customer warrants that all and any data / information made under the registration procedure referred to in Article 2 is truthful, complete and updated exactly. If APL occurs that the customer has provided false data, not current or incomplete, the same shall be entitled to disable the service as provided in article 12.2.

6. LIMITATIONS OF LIABILITY

6.1 APL accepts no responsibility for any claims of the Customer relating to the inability to use the Service. APL does not assume responsibility for damages, direct or indirect claims, arising from the failure and / or malfunctioning of electronic equipment of the Customer or third parties, including Internet Service Providers, telephone and / or computer connections not directly managed by APL or by persons of which it is responsible.

6.2 Without prejudice to what is stated in Clause. 6.1, the Customer acknowledges and agrees that APL can not in any way be held responsible for any damage, direct or indirect, caused to the Customer or to third parties for acts that disregard the control or otherwise from the responsibility of APL around:

- The use or temporary inability to use the Service;
- Any interruption of service;
- Unauthorized access to or alteration of transmissions or customer data by third parties.

6.3 The Customer undertakes to use the Service only for lawful purposes and comply with local applicable laws, usages and customs, rules of diligence, in each case without infringing the rights of any third party and paying particular attention to the rules for the protection of personal data, the laws on intellectual and industrial property protection and legislation on telecommunications.

6.4 The Client shall bear full and exclusively any liability of the information sent by or on behalf of its inherent Service, and commits himself as unique responsible and that APL, as well as the parent company Milano Serravalle - Milano Tangenziali S.p.A. or other persons related or controlled by it, its representatives, employees or any of APL partners from any claim for consequential damages or compensation APL reimbursing any costs arising from claims or actions by third parties for damages caused by the customer or by persons authorized by the Customer to access the Service.

7. RIGHT OF WITHDRAWAL AND CLAIMS

7.1 The customer is entitled to terminate the Service at any time and without penalty or closing fees.

7.2 Any problems relating to the Service shall be reported as a special e-mail to the address pedagqi@pedemontana.com or by calling number 02.39.460.460.

8. APPLICATION OF THE RIGHT OF WITHDRAWAL

8.1 To exercise the right to withdraw and proceed to the spontaneous deactivation of the service the customer can access at his reserved area, using the appropriate Modify feature. After the

deactivation it will be generated a closing document of the service (in pdf format) procedure with the indication of the remaining credit, available inside the reserved area.

At the date of disabling the amount mentioned on the document is temporary. Only after 72 hours after the deactivation date the amount will be considered as definitive date than all the transits made.

After this period (72 hours from the date of deactivation) the Customer, to obtain a refund of any remaining credit will have to draft a request by e-mail at pedaggi@pedemontana.com or via ordinary mail to Autostrada Pedemontana Lombarda S.p.A., via del Bosco Rinnovato 4/A Palazzo U9, 20090 Assago (MI), specifying in the request the following reason "REFUND RECHARGEABLE".

The repayment of the remaining credit can take place only by crediting the current account, therefore the redemption request must be specified the IBAN on which make the bank transfer.

The customer requesting the redemption will prove to be the owner of the service associated with vehicle or be party entitled to the use of the same. To the refund request must be attached a copy of the deactivation of the service received, an identity document valid and the registration certificate of the vehicle. In the case in which the applicant is a party different from the owner of the vehicle is also necessary to attach a document certifying the ownership of the use of the vehicle itself. On www.pedemontana.com site, the section Rechargeable Pedemontana, you can download and print the form.

8.2 The Customer can also close the Service by going to the authorized assistance points, in this case it will be the operator to access the reserved area (through ID Code and license plate) and carry out the deactivation operation. At the end of the deactivation procedure a closing document of the Service will be generated (in pdf format) with the indication of the remaining credit, available within the reserved area.

8.3 As specified in art. 5.2, if no charge within a period of 7 (seven) days from the date of the first transit performed in the absence of credit or insufficient credit, the service will be automatically deactivated.

9. CALCULATION RATE TOLL, INVOICES, RECEIPTS AND DETAIL TRANSITS

9.1 The toll is determined by the product of kilometers allocated to each haul for the unit rate increased by additional fees. To this amount is added the current VAT. The unit rate is commensurate according to the type of vehicle / motorcycle used according to its volumetric dimensions. The unit rates are updated regularly according to the formula established in the Single Convention concession with the concession provider, CAL S.p.A. The annual increase in the standard rate is applicable without distinction and without any discretion at all road and motorway sections managed under management at APL. The toll tariffs for the journey along the network managed by to APL are available on the website www.pedemontana.com.

9.2 The formulation and application of tariffs for transit referred to in the preceding paragraph is the sole responsibility of APL.

9.3 The customer will find the receipt of the charge in his "reserved area" or can request it to APL operators by going to an authorized assistance point.

9.4 To request an invoice for the recharge in accordance with art. 21 of Presidential Decree 26.10.1972 n. 633, you must make an application in the form available on the site www.pedemontana.com in the billing section - Rechargeable Pedemontana, to be forwarded by e-mail at posta@pedemontana.com or by postal mail to Autostrada Pedemontana Lombarda SpA , via del Bosco Rinnovato 4/A Palazzo U9, 20090 Assago (MI).

9.5 If the customer wishes to check the list of its transits and the fees charged, he will have to prove, even for purposes of compliance with privacy laws, to have legal access to the vehicle or to have been duly delegated to a third party who has the availability of vehicle, therefore, may submit a written request at one of the service points authorized by exhibiting an identity document and the registration certificate of the vehicle and by proxy in case the instance on behalf of third parties, or may send a special request to pedaggi@pedemontana.com, attaching the request to the copy of the identity card and car registration documents and any delegation.

10. PROCESSING OF PERSONAL DATA

10.1 Autostrada Pedemontana Lombarda S.p.A., acting as the owner of the personal data provided by the customer treatment for accession to the Service, and the same possibly supplemented or amended, informs the Client, pursuant to and for the purposes of Regolamento UE 679/2016 ("Regolamento") and D.Lgs. 196/2003 ("Codice"), the fact that such personal data may be the subject of treatment, carried out by manual or computerized, in any case suitable to guarantee the security and confidentiality as well as to prevent unauthorized access to the data, for the purposes and in the manner described in the Privacy Policy on the processing of personal data by the website available at the following link www.pedemontana.com, of which the Customer declares to have read.

11. AMENDMENTS TO THE CGU

11.1 APL reserves the right to unilaterally modify at any time, without notice, the terms and conditions described in these CGU, without compromising the quality of service and to adapt the same to newly arising needs of technical and / or management of the Service as well as to fulfill the requirements imposed by law and / or the Authority provisions having a mandatory character.

11.2 The Customer expressly authorizes APL to send him, at his e-mail address or in the Reserved Area of the site, any special conditions and all subsequent modifications of the CGU, which constitute all the contractual terms of service provision. The Customer undertakes to print on paper or on an appropriate durable medium and to keep the CGU and any subsequent changes that may subsequently be made. The Customer will still have the right to withdraw from the Service if he does not intend to accept these new conditions, in the manner referred to in Article 8 above.

12. SUSPENDING, DEACTIVATION AND VARIATION OF SERVICE BY APL

12.1 The Service is provided for an unlimited period.

12.2 APL may at any time suspend or terminate the service permanently. In particular APL may disable the Service with immediate effect and without prior notice, in the following cases:

- Art. 8.3 CGU;
- For any violation of the provisions referred to in these GCU;
- When the customer fails to provide updated personal information, complete and truthful;
- When the customer uses the service for illegal purposes or for the transmission or exchange of material that is unlawful, harassing, racist, libelous or defamatory, invasive of

another's privacy, abusive, threatening, harmful, vulgar, obscene or otherwise violates, or is likely violate intellectual or industrial property rights or other rights of third parties; which causes annoyance, disturbance or damage in any way, to minors (violence, child abuse, exploitation, etc.).

- When the customer uses the service for the transmission or exchange of viruses, chain letters, or for the unwanted distribution and bulk e-mail.

12.3 APL is not responsible for delays, malfunction, suspension and / or deactivation of the Service to the Customer in the provision caused by force majeure or unforeseeable events, from tampering or illegal interventions by third parties of services or equipment, wrong use of the service by the customer.

12.4 APL reserves the right to suspend and / or deactivate the Service in case of congestion and / or overload of the system, as well as to guarantee the ordinary and extraordinary maintenance interventions, without assuming any responsibility and / or burden in this regard.

12.5 Use of the Service necessarily implies acceptance of these GTU. The Service may be modified, updated and also ceased, temporarily or permanently, at any time. In such cases APL undertakes to disclose changes / updates / terminations by notifying the Customer, by means of a notice on the www.pedemontana.com website and / or communication sent to the email address indicated by the Customer during registration.

13. APPLICABLE LAW AND JURISDICTION

13.1 These GTU and the Service are governed by the laws of the Italian State, without prejudice to the application of the rules of the system in case of conflict of laws on data processing.

13.2 For disputes that may arise in the interpretation and execution of these CGU it will have exclusive jurisdiction the Court of Milan

13.3 If the Client is a Consumer, it is recognized that this document is subject, among other things, to the application of Chapter I, Title III, Part III of the Consumer Code

and that the jurisdiction will be the place of residence or elective domicile of the same consumer, according to the law of reference.

13.4 The rules of APL Policy, as indicated in article 10 and in the Privacy Policy of APL, are also applied to other forms of payment indicated in the website www.pedemontana.com

Where APL should receive formal written claims regarding the interpretation and enforcement of those rules on privacy, the Italian Privacy Authority or the Court of Milan will have the responsibility, unless other decisions by the same competent authority.