

OTRA PARK MANAGER™ SERVICE AGREEMENT

TERMS AND CONDITIONS FOR PARKING OPERATORS

I. GENERAL

OTRA Solutions BV (hereinafter referred to as "OTRA") offers an online booking Platform (the "Platform", "PMP") allowing Parking Operators to make available their "Parking Spaces" (as defined below) for "Customers" to book throughout Europe. Our Platform also offers the possibility to customers to exchange experiences on Parking Services (such as in relation to Parking locations, gas stations and other facilities and services at truck rest stops in certain regions).

These terms and conditions apply to all our Services made available to the Parking Operator, through any mobile device or web-platform by email or other means. Parking owners only have a web platform "the parking management platform". In case of updated software, the latest version of software will be automatically implanted and applicable. OTRA hereby expressly rejects the applicability of terms and conditions that the Parking Operator seeks to impose or incorporate.

Through the PMP, we (OTRA and its (future) affiliate partners) provide an online platform through which Parking Operators – in their professional conduct of business (i.e. B2C or B2B) – can advertise, market, promote and/or offer (as applicable) their Parking Services for order, purchase, book and/or hire by Customers, and through which relevant visitors of the PMP and Customers can discover, search, compare, and (when registered) make an order, book, purchase and/or payment with us (i.e. for the booking and use of the relevant Parking Services).

By accessing, browsing and using our website or any of our applications through whatever platform and/or placing one or more Parking Services or confirming Bookings on our PMP, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

Parking Operators shall receive the agreed-upon OTRA fee calculation in accordance with the SERVICE

AGREEMENT.

II. DISCLAIMER

OTRA solely acts as a provider of the app/ PMP, through which "Parking Space" and/or "Parking Service" can be offered by Parking Operators, and reserved by Customers and End-users. OTRA is not liable for any obligations and/ or financial damages relating to the Service and/or the Parking Service.

In particular, OTRA accepts no liability for damages resulting from this agreement or usage of the app/PMP neither for technical problems leading to omissions, delays or errors in the advertising of parking spaces, or that otherwise lead to disruptions in the management of the agreement. OTRA shall not be liable for any damage incurred by customers, operators or third parties due to the behavior of other users, operators or third parties in connection with the use or misuse of the PMP OTRA services.

III. DEFINITIONS

a. Throughout these terms and conditions the following capitalized words have the following meaning (whether singular or plural):

“Platform” means the “Parking Management Platform” hereinafter PMP, this is the environment in which our software is executed. It may be the hardware or the operating system (OS), even a web browser and associated application programming interfaces, or other underlying software.

“Agreement” means every agreement entered into by OTRA and the Parking Operator regarding the provision of the Service and Parking Services.

“Available Period” means the period of time that the “Parking” will be accessible and the Parking Services available for Customers, as indicated through the PMP.

“Booking” means the booking or reservation by a Customer of (a) parking space(s) and/r (a) relevant Parking Service(s) through the PMP, which is made with OTRA and OTRA automatically makes with the Parking Operator.

“Customer” means any registered transport or trucking company or truckdriver, who books Parking Space and/ or Parking Services via the PMP.

“End-User” means any physical person, who physically uses the parking spaces and/ or parking services.

“Feasibility Study” means the technical assessment of the compatibility of a system or tool or platform or app or software or any other component. It is based on a number of predefined criteria and results in a comprehensive report. The goal is to determine and document the viability of a project.

“Onboarding Fee” is a One-time fee: OTRA will help and guide the Parking Operator in setting up the Platform and the Security Infrastructure (if applicable), so the Parking Operator has the guarantee they will use it as intended and will be set for the future. The onboarding timeline is aligned by both parties in first Onboarding Meeting.

“OTRA”, “us”, “we” or “our” means OTRA Solutions BV, Belgium, a limited liability company incorporated under the laws of Belgium, and having its registered address at Dorpstraat 122, 3470 Kortenaken, Belgium.

“OTRA FLEX” is a formula to be chosen by the customer, in which case the customer has – for a small additional fixed monthly fee - a financial advantage in case of annulation of the booking

“Parking” means the entire physical facility for truck parking, including all amenities and services that are present and offered to the Customers and End-users.

“Parking Information Form” means the form used in the pre-Agreement phase and in which the Parking Operator and OTRA together document all relevant data, features and services of the Parking.

“Parking Location(s)” means the geographical position of a Parking.

“Parking Operator” means the professional provider of Parking Spaces (and surrounding services) to users/customer via the PMP under these terms.

“Parking Service” means the services delivered by a Parking Operator to OTRA at one or more “Parking locations”, which OTRA will make on its turn available. The parking services can be booked

(collectively or separately) by Customers on the PMP. Parking services are for example: non reserved parking space, ADR parking space, security services, shower, food and beverage facilities etc.

“Parking Space” means one or more (non-reserved) parking spaces on the Parking that is part of the Parking Services.

“Service” OTRA provides a platform through which Parking Operators can offer parking space(s) and parking services

“User Account” means any registered user of the PMP and/or the Service, including planners and drivers.

b. Different types of fees: throughout these terms and conditions the following capitalized words have the following meaning (whether singular or plural)

“OTRA Fee” means the compensation due by the Parking Operator to OTRA for the Services.

“OTRA FLEX™ Fee/month” means that with an additional fixed monthly fee, OTRA Flex™ offers possibility to cancel a booking for free or for a small fee (depends on how early the cancellation is made before the check-in time), provided that the driver has notified the cancellation.

“Parking Fee” means the compensation, due by Customers to OTRA for using the “Parking Service”. Fees are always VAT included.

“Parking Operator Fee(s)” means the fee collected by OTRA from Customers/ End-Users and transfers to the Parking Operator under this Agreement and for each usage of the Parking and/or the Parking Services by the Customer and/or End-User and which is paid via the PMP.

“Parking Transaction Fee” means the fee that OTRA will charge to the Parking Operator for each Booking with a minimum amount of eighty five (85) Euro cents.

“Truck Transaction Fee” means the fee that OTRA will charge to Customers for each Booking.

c. Definitions concerning the AC system: throughout these terms and conditions the following capitalized words have the following meaning (whether singular or plural)

“Parking Access Control System (AC system)” means a parking software (including the access control unit) that controls the settings and management of parking systems and authorize/control an access or any connected device to the access control unit.

“Certified AC system” means existing Parking Access Control system of the Parking Operator already technically enabled to integrate with the OTRA PMP.

“Non-certified AC system” means existing Parking Access Control system of the Parking Operator of which the technical integration potential with the OTRA PMP is still subject to analyses.

“Integration Cost (certified AC system)” means existing Parking Access Control system of the Parking Operator is able to integrate with the OTRA PMP.

“Integration Cost (non-certified AC system)” the cost to integrate and connect new Parking Access Control system at the Parking Operator

IV. PARKING OPERATOR RIGHTS AND OBLIGATIONS

BY USING OUR SERVICES YOU ACKNOWLEDGE THAT:

a. The Parking Operator shall deliver the Parking Space and Parking Services allowing OTRA to resell these to the Customers.

- b. The Parking Operator will be held responsible for the information (i.e. description, location, pictures, on site commodities, number and type of parking slots for OTRA-customers, etc.) made available to OTRA.
- c. In case of booking, the Parking Operator guarantees that parking space is actually available. Therefore, the Parking Operator undertakes to provide sufficient “buffer” (i.e. back up parking space). In the event of shortage of parking space for the booking made or accepted, only the Parking Operator will be liable. In case of violation of this article, OTRA reserves the right to impose a penalty of 100Euro including VAT per violation and per parking space.
- d. Extension of stay: whenever an End-user decides to stay longer, it is the liability of the Parking Operator to ensure that future OTRA-bookings will not be invalid. The Parking Operator guarantees at all time the availability of OTRA-booked parking space.
- e. The Parking Operator warrants that the Parking Space and the Parking Services, will be exclusively accessible and available to Customers via the PMP during the Available Period. The Parking Operator may change the availability of the Parking Space and Parking Services via the PMP at any time.
- f. The Parking Operator shall only make the Parking Space and the Parking Services available for the Customer, who made the Booking within the agreed period. The Customer shall not be allowed to lease the Booking, the Parking Space or Parking Services or make it available to third parties.”
- g. The Parking Operator or a third party designated by the Parking Operator must be reachable and available during the Available Period for offering assistance and support to Customers in case of emergency. The Parking Operator undertakes to reveal on a public space its contact details and its opening hours.
- h. The Parking Operator has taken note of OTRA’s Customer terms and conditions as imposed by OTRA on the Customers and the Parking Operator is aware of the Customers’ obligations and rights in that regard.
- i. The Parking Operator warrants that it is authorized to make the Parking Services (including the Parking and the Parking Spaces) available during the Available Period and shall indemnify OTRA for any loss suffered as a result of any breach of this warranty. In case of violation of this article, OTRA reserves the right to impose a penalty of 100Euro including VAT per violation and per parking space.
- j. The Parking Operator ensures that he provides OTRA with a valid identification number (VAT-number, company registration with the local Chamber of Commerce). Should the Parking Owner fail to do so, he shall be liable for, and he will forthwith reimburse OTRA for any financial damages including but not limited to tax assessments.
- k. The Parking Operator must always keep the information on the Parking area (such as amenities and security features, opening times etc. as described in this Agreement) up to date. Parking Operator will inform OTRA immediately and without prompting of any change concerning the Parking area, its infrastructure or parking spaces that are significant for the PMP or the security level of the Parking area. The Operator will provide meaningful pictures of the Parking area and it’s entrance and exit. The Operator must ensure that it is entitled to provide the pictures for publication on the PMP and that no third party rights are breached as a result. Whenever the Operator is not in

the possession of the higher mentioned pictures, the Operator – by signing this Agreement - permits OTRA to take and to publish pictures, as described in the next sentence.

The Parking Operator permits OTRA to shoot pictures or footage by drones, and to publish these images on any OTRA-device, platform or applications.

l. The Parking Operator undertakes to display the marketing material (including logo, link to website, advertising material, displays, signalization, etc.) made available by OTRA. The Parking Operator is held to use with due care, the marketing material, made available by OTRA. In case of defect, harm or damage of the marketing material, made available by OTRA, the Parking Operator undertakes to inform OTRA by mail. All marketing material remains OTRA property. At the end of the Agreement, the Parking Operator has to return all goods in good condition to OTRA.

m. The Parking Operator undertakes to encode all data (availability, payment, credit collection of bookings declared as “paid on site”, etc.) in real time.

n. OTRA will be the only owner of the collected data.

o. It is the sole responsibility of the Parking Operator to determine:

- The Parking Fee
- Publishing/ uploading the system
- To communicate the Parking Fee to OTRA

p. The Parking Operator is responsible in the case of giving access to his staff to the PMP.

q. The Parking Operator accepts and applies the OTRA pricing conditions of the “OTRA FLEX” formula

- The Customer has a Flex subscription: the User will be 100% reimbursed if the booking is cancelled more than 2hrs prior to booked arrival time, 50% will be reimbursed if the booking has been cancelled less than 2hrs prior to booked arrival time, 0% will be reimbursed in case of no show.
- The Customer has No Flex subscription: the User will be 25% reimbursed if the booking is cancelled more than 2hrs prior to booked arrival time , 0% reimbursed if the booking is cancelled less than 2hrs prior to booked arrival time, 0% will be reimbursed in case of no show

V. OTRA RIGHTS AND OBLIGATIONS

a. OTRA shall place and keep available on the PMP the Parking Services information that is made available by the Parking Operator during the Available Period. OTRA reserves the right to withdraw (the availability of) the Parking Services via the Platform where it considers it necessary to do so based on good reasons (for example: false information, abuse, regular non updated information, etc.).

b. OTRA is entitled to disclose that the Parking Operator is OTRA’s client. During the term of the Agreement, and unless otherwise agreed in writing, the Parking Operator grants OTRA the right to reference Parking Operator’s company and Parking name, along with relevant logo(s), in marketing materials and on OTRA’s public website, platforms and mobile applications. OTRA is allowed to display the Parking Operator’s name, logo and any given information.

- c. OTRA shall collect Parking Fees due on a best efforts basis. OTRA may suspend payment of the Parking Operator Fees, until the Customer has fully paid the Parking Fees.
- d. OTRA will not be responsible for any business rates payable in relation to any Parking and/or the services provided at a Parking provided by the Parking Operator to a Customer which are not covered by a Booking. If any such rates are deemed payable, they shall be the sole responsibility of the Parking Operator.
- e. OTRA may process and adapt the Parking Operator 's texts, graphical presentations and other content and information in such a way that these can be displayed on the PMP, in apps and through the API as required. The presentations may vary, depending on the platform used.
- f. OTRA endeavours to ensure the availability and correct functionality of the PMP (including the OTRA website). However it does not guarantee the correctness and completeness of the information contained therein, including the identity and further details of the registered users. The PMP or parts of it may be temporarily unavailable or availability might be limited for maintenance or other reasons, without any potential claims by customers against OTRA.
- g. The Parking Operator shall provide/enable access to all the necessary information requested by OTRA to execute the technical feasibility assessment in an accurate, complete, and correct form. The technical feasibility assessment will check and conclude the compatibility of the Parking Operator's existing Parking Access Control System and software with OTRA Parking Management Platform. The Parking Operator will be informed of the technical feasibility outcome concluded by OTRA.

VI. SUSPENSIVE CONDITIONS

The Agreement is entered upon under the following suspensive conditions:

The Parking Operator has an active "access control system" in place (hardware + software)

- a. This "access control system" is known to OTRA and it is possible to integrate this System with the OTRA- system

In this case the suspensive clause is without effect/not applicable. The Agreement comes into being. The Agreement will take effect and be legally binding.

The cost of integration is carried by the Parking Operator.

- b. This "access control system" is not known to OTRA.

OTRA does a feasibility study which shows that integration of this system with the OTRA-system is not possible.

The suspensive clause takes effect. The Agreement does not come into being. The Agreement will be ineffective and non-binding. All parties are entitled to reimbursement of all payments received .

The cost of integration is not applicable.

The cost of the feasibility study is carried by OTRA.

However, when the Parking Operator chooses to install an OTRA compatible "access control system" or if the Parking Operator adapts the existing "access control system" in order for it to be OTRA compatible, then the suspensive clause does not take effect. The Agreement comes into being. The Agreement and all addenda will be effective and binding.

The cost of integration is carried by the Parking Operator.

OTRA will bear the cost of the feasibility study.

The purchase cost for the OTRA compatible "access control system", the cost for making the existing "access control system" OTRA compatible is at the expense of the Parking Operator.

VII. MISCONDUCT BY END-USERS

a. In case of unauthorized use of a Parking and/or a Parking Space or misconduct by an End-user, the Parking Operator must inform OTRA.

b. In case of such misbehaviour, OTRA will be at liberty to decide when and how to deal with such an End-user at its sole discretion. OTRA shall inform the Parking Operator and End-user of final settlements resulting from OTRA's decisions in that regard. OTRA reserves the right to refuse the End-user to use the parking spaces and/ or parking services.

c. The Parking Operator can decide to block an End-user from his location, only in the event that the Parking Operator is in the possession of the house rules, in which this situation is foreseen.

VIII. EXCLUSIVITY (OPTIONAL SERVICE)

The Parking Operator can choose between exclusivity or non-exclusivity.

Exclusivity:

During the term of the Agreement (see SERVICE AGREEMENT, in which the duration of this AGREEMENT will be chosen), the Parking Operator will not enter into any agreement with (nor enter into consultations with or otherwise deal with) a third party providing similar services as OTRA where such agreement, consultation or dealing would be in competition with the service provided by OTRA.

If OTRA declares the Parking Operator in default regarding exclusivity, then OTRA will notify the Parking Operator by registered letter. The Parking Operator will be held to pay to OTRA an indemnity of 12.000 € inclusive VAT increased by the possible hardware related investment costs made by OTRA.

The Parking Operator will not be bound by the exclusivity in the event of a structural occupancy rate of less than 70% (of the bookable parking spaces) during a contiguous period of minimum six months, starting from the second year of subscription of the Agreement. If the Parking Operator wishes to invoke this article, he has the burden of proof.

As foreseen further in this Agreement (see article TERMS AND TERMINATION), the Parking Operator is entitled to terminate the Agreement. In case of termination by the Parking Operator, the obligation of "exclusivity" will, however, remain for the duration of the Agreement.

IX. FEES AND PAYMENT

a. The manner in which the Parking Operator Fee and the OTRA Fee will be calculated will be provided in this SERVICE AGREEMENT.

b. OTRA will send his invoice to the Parking Operator, the first working day following the month concerning the invoice.

c. Within thirty (30) days following the end of each calendar month, OTRA will pay the Parking Operator Fees payable in that calendar month. Whenever legally allowed, OTRA will pay the Parking Operator Fees after deduction of any OTRA fees due to the Parking Operator upon receipt of an invoice.

d. Whenever legally allowed, OTRA reserves the right to set off any amounts owed by it to the Parking Operator against any payment owed by the Parking Operator to OTRA. All monthly payments under this Agreement shall be made to the bank accounts mentioned in each relevant statement.

If and to the extent that there is a discrepancy between the PMP's administration and the overview as referred to under clause (b) and (c) above, our administration shall be decisive.

e. Payments must be made within 14 days following the invoice date.

In case of overdue payment, the Parking Operator owes OTRA an interest of 10% per annum., as well as compensation for extrajudicial collection costs.

X. TERMS AND TERMINATION

A. NON-EXCUSIVITY

a. The Agreement is fixed-term for one (1) year. This Agreement shall commence on the date of signing.

After one (1) year this Agreement is however tacitly renewed for one (1) year at the pricing conditions in effect on the first calendar day of the new one (1) year term.

The Parking Operator reserves the right to terminate the contract without any termination fee if the Parking Operator does not agree with the renewed rates of the new one (1) year term. The Parking Operator is held to notify OTRA by means of a registered letter sent no later than four (4) weeks after the notification of OTRA

b. In case of non-exclusivity the Parking Operator can terminate this one (1) year Agreement by means of a registered letter in which a notice of three (3) months is given. If the Parking Operator does not respect the three (3) months' notice then the Parking Operator will have to pay an indemnity to OTRA. The modalities of this indemnity are described in ADDENDUM A.

c. If the Parking Operator terminates the Service Agreement prematurely then the Parking Operator will owe OTRA an indemnity in the amount of the equivalent of 3% of the lost revenue of the remaining period during which the Service Agreement would have been in effect.

d. Each party shall have the right to terminate the Agreement, by written notice, with immediate effect if:

- the other party is declared bankrupt or has been granted suspension of payment or if a petition requesting bankruptcy or suspension of payment is filed by or on behalf of the latter;
- a liquidator, receiver, trustee or administrator is appointed for the other party or its business;

- the other party becomes insolvent or admits its inability to pay its debts as they fall due or commences negotiations with one or more of its creditors with the view to a general readjustment or rescheduling of all or part of its indebtedness; or
- the other party is in material breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days after notice of such breach and the request for the remedy thereof has been received by the breaching party.

e. Bookings for Parking Spaces existing at the date of termination shall remain unaffected by termination (however caused) of the Agreement.

f. OTRA shall pay any fees owed to the Parking Operator in accordance with 'Fees and Payment' section within 45 days of the end of the calendar month in which the Agreement is terminated.

B. EXCLUSIVITY

g. The Agreement is fixed-term (duration see SERVICE AGREEMENT).

When the chosen duration of the fixed-term comes to an end, automatically the Agreement also comes to an end. This Agreement is however tacitly renewed for the same duration as that of the initial Agreement at the pricing conditions in effect on the first calendar day of each new Agreement.

In order to avoid tacit renewal, the Parking Operator is held to notify OTRA by means of a registered letter sent no later than three (3) months before the end of the current Agreement, that he opposes tacit renewal. Lacking opposition of tacit renewal by the Parking Operator will result in tacit renewal under the pricing in effect at that time.

h. In case of exclusivity the Parking Operator can terminate this fixed-term Agreement (duration described in SERVICE AGREEMENT) by means of a registered letter in which a notice of three (3) or more months is given. The exclusivity will come to an end after the elapse of said three (3) or more months. If the Parking Operator does not respect the three (3) months' notice then the Parking Operator will have to pay an indemnity to OTRA. The modalities of this indemnity are described in ADDENDUM A.

i. If the Parking Operator terminates the exclusivity prematurely then the Parking Operator will owe OTRA an indemnity in the amount of the equivalent of 3% of the lost revenue of the remaining period during which the exclusivity would have been in effect. (duration described in SERVICE AGREEMENT)

j. The Service Agreement does not necessarily end with the termination of the exclusivity by the Parking Operator.

XI. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

a. OTRA retains ownership of all (intellectual property) rights, collected data, title and interest to the PMP (including all content made available by the Parking Operator in the PMP). The Parking Operators are not entitled to copy, scrape or otherwise use the content without OTRA's consent.

b. By uploading text, photos/images or other content onto our PMP (for example in relation to the Parking), the Parking Operator warrants that he owns the copyright of this content and agrees that OTRA may use the uploaded content on its (mobile) website and app, in (online/offline)

promotional materials and publications and share the uploaded content with 3rd parties through our API.

XII. MISCELLANEOUS

a. Assignment: The Parking Operator shall not transfer its rights and obligations under the Agreement to a third party without express permission from OTRA.

b. OTRA reserves the right to amend the Agreement (including these terms and conditions). Such amendments will take effect after OTRA makes these amendments known to the Parking Operator.

c. Translation: We may translate the original English version of these terms and conditions into other languages. The translated version is a courtesy translation only. This means that you cannot derive any rights from the translated version. In case of any dispute about the contents or interpretation of the translated version, the English language will prevail.

XIII. APPLICABLE LAW AND DISPUTES

The Agreement, these terms and conditions and the provision of our Services shall be governed by Belgium Law. The parties recognize this choice in application of Article 3 of Regulation (EC) N° 593/2008 of the European Parliament and of the Council of 17 June 2008 on the Law applicable to contractual obligations (Rome I).

Any disputes relating to this Agreement, or any further agreements, regardless in which country such agreements are fully or partially executed, falls within the exclusive jurisdiction of the competent courts of Leuven, Belgium.

Article 25 of Regulation (EU) N° 1215/2012 of the European Parliament and the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I bis).

The parties agree to keep the content of the contract confidential.

Leuven is agreed as the place of jurisdiction. Belgian law shall apply.