

CONSORTIUM REGISTRATION FORM

Company name	
Address	
City	
Country	
Tax code/VAT number	
Legal representative name and title	

Company Declares:

- To agree on and to acknowledge (i) the Articles of Association of the "MSTS CONSORZIO" (the "**Consortium**") and any amendment thereof ("**Statute**"), (ii) Statute orders and regulation, (iii) all decisions that have already been made effective by MSTS CONSORZIO and competent authorities, and (iv) to accept all of the above unconditionally and without reserve.
- To belong to one of the following categories, as required by Article 6 of the Statute:
 - third party road freight transport: EU or extra EU road transportation companies who perform road transportation services of goods on behalf of third parties and with relative authorizations; or
 - road freight transport on own account: all road transportation companies who perform road transportation services of goods on own account or activities related or connected with the transportation of goods.
- To agree with all rights and obligations resulting from the Statute, including the General Data Protection Regulation n° 2016/679 ("**GDPR**") and Italian Decreto Legislativo 30 June 2003 n°196 ("**Italian Privacy Code**") regarding the use of personal data; in particular expresses its consent regarding the disclosure of personal data to persons and entities which carry functions related to the MSTS CONSORZIO operations or service, such as:
 - processing, recording and data archiving, mail management,
 - banking and financial activities, and
 - any other functions or activity related to the MSTS CONSORZIO.
- To subscribe and pay the share to the Consortium's capital amounting to at least one (1) EUR ("**Membership Fee**"), which, under Article 18 of the Statute, will be refunded in case of withdrawal or exclusion.
- To agree and to acknowledge that the founding members of the MSTS CONSORZIO, including Multi Service Technology Solutions INC. and Multi Service Holding LLC (i) have concluded an intercompany agreement with Multi Service Technology Solutions INC. and Multi Service Holding LLC for the purposes of rendering services to the Consortium, including, but not limited to, customer administration and membership setup and administration; license expiration monitoring; onboarding new members; order processing; transaction processing; invoice processing; assist with preparation of Turnover Report to ALBO; computation and distribution of rebates; product handling (shipment, truck changes, return product handling, etc.); rebate application; payment processing; purchase invoice processing; and (ii) has appointed MS Europe B.V. as "Leading Member".
- To agree that (i) this Registration Form together with (ii) the Statute, (iii) the Terms and Conditions and (iv) the operational conditions shall constitute the contractual documents. In the event of any contradiction, they shall prevail in the order in which they are listed above.
- MSTS CONSORZIO's services shall commence on the date of signature of this Registration Form and shall continue as specified in Article 3 of the Statute, unless earlier terminated pursuant to the terms of the Statute.
- To agree to communicate a list and/or copy of its EU Transport License(s), if requested.

The undersigned, acting as legal representative of the Company, is responsible for the truthfulness of data supplied to MSTS CONSORZIO and is committed to promptly communicate by registered post/email/via customer portal any possible variation thereof.

Sincerely,

I expressly acknowledge:

- (i) having read and approved the Statute and Terms and Conditions provided herewith; and
- (ii) That I shall comply with the KYC process described below.

.....

Signature of the legal representative

Date

PLEASE PRINT THIS DOCUMENT, SIGN IT AND UPLOAD IT INTO THE PORTAL

KYC PROCESS

Please upload the ID (passport or ID Card) of the Legal Representative.

MSTS requires proof that the signatory is the Legal Representative of the company or was granted a power of attorney.

MSTS requires this ID scan to confirm the identity of your Legal Representative and to verify other information entered on the prior page. Please note that you should cross through unnecessary personal data otherwise contained on the scan, such as ID numbers, so long as the information you provide is sufficient to verify the name of the Legal Representative.

MSTS maintains appropriate data privacy policies, procedures, and safeguards to help ensure compliance with applicable data privacy regulations, including but not limited to the European Union General Data Protection Regulation (“**GDPR**”). You may find more information about the MSTS data privacy program, including a copy of our most recent Privacy Notices, here: <https://www.msts.com/en/msts-privacy-center>

Please note that by providing this information, you expressly confirm that you have obtained the necessary consent of all interested parties to share such information; that your sharing such information is in full compliance with all applicable laws, regulations, and/or policies and procedures, including but not limited to the GDPR; and that you the consent to the sharing of such potentially identifying information with, and its processing by, MSTS and its affiliated entities as outlined in the MSTS

Privacy Notice. You also expressly assume all liability for any injury or loss that is caused by or results from any file uploaded as part of this process, including but not limited to any injury or loss due to inaccuracy, illegality, and/or data security deficiency (e.g. malware) included in any uploaded file.

TERMS AND CONDITIONS

SECTION 1 - SCOPE OF SERVICES

In consideration of the Delibera N. 2/16 del 6 maggio 2016 of the Ministero delle Infrastrutture e dei Trasporti (the “**Deliberation**”), the Consortium shall fulfill the purpose described in Article 4 of the Statute (the “**Services**”).

SECTION 2 - FEE

In consideration of the Consortium’s performance of the Services in accordance with the Registration Form, the Statute and these Terms and Conditions (together the “**Consortium Agreement**”), the Consortium’s members (the “**Members**”) shall pay the Consortium a fee (the “**Membership Fee**”). The Consortium reserves the right to impose additional fees on Members, including annual fees.

SECTION 3 - TAXES

Unless otherwise provided, the Fee excludes the amount of any present or future sales, use, VAT, excise or other similar tax applicable to the performance of the Services. Each Member shall be solely responsible for such taxes as a result of the Consortium’s performance of the Services, and the Consortium shall have no responsibility for the payment of the same.

SECTION 4 - EXPENSES

The Consortium shall reimburse each Member any sum (the “**Rebate**”) received from competent authorities minus a service fee to be paid to the Leading Member to cover the Consortium’s running cost (the “**Service Fee**”).

SECTION 5 - DISCLOSURE OF INFORMATION

Each Member (for the purpose of this clause: a “**Recipient**”) acknowledges and agrees that certain information of other Members (for the purpose of this clause: a “**Provider**”), whether conveyed orally, in writing, in machine readable form or otherwise, which relates to the Provider’s and/or any of its affiliate’s business, equipment, services, developments, trade secrets, know-how, personnel, suppliers and customers (whether or not designated as “confidential” by the Provider) together with all information derived from the above (the “**Confidential Information**”) may come into the Recipient’s possession.

The Recipient agrees to hold all Confidential Information it obtains from or about the Provider in strictest confidence, not to use such Confidential Information other than for the performance of the obligations under the Consortium Agreement, and to cause any of its employees, agents or subcontractors to whom such Confidential Information is transmitted to be bound to the same obligation of confidentiality to which the Provider is bound. The Recipient shall not communicate the Provider’s Confidential Information in any form to any third party without the Provider’s prior written consent and with the exception of necessary submission to the competent authorities or except as otherwise provided by law, regulations or the Consortium Agreement.

The obligations in the Consortium Agreement will not restrict any disclosure of Confidential Information by a Member where that Member can demonstrate that such Confidential Information is exempt from the obligations set forth in the Consortium Agreement based upon the following: (i) the Confidential Information was independently developed by the Recipient prior to receiving it without violating its obligations or any of the Provider’s proprietary rights; (ii) the Confidential Information becomes publicly known (other than through unauthorized disclosure by the Recipient or its employees, independent contractors, accountants, attorneys and other agents); (iii) the Confidential Information was already known to the Recipient, without any obligation of confidentiality, prior to receipt thereof;

or (iv) the Confidential Information is rightfully received by the Recipient from a third party without any obligation of confidentiality. The burden of proof that Confidential Information falls into any of the foregoing exclusions will be borne by the Recipient claiming such exemption.

SECTION 6 - TRUSTEE

When the conditions so determine that a higher degree of confidentiality is required, the Members shall disclose Confidential Information only to an independent trusted third party (the “**Trustee**”) according to rules to be determined by the Consortium.

SECTION 7 - NO LICENSE AND INDEMNITY

Nothing in the Consortium Agreement is intended to grant any right to the Members under any patent, copyright or any other intellectual property right, nor shall the Consortium Agreement grant the Members any rights in or to the Confidential Information except as expressly provided under the Consortium Agreement.

SECTION 8 – FORCE MAJEURE

The Members, including the Leading Member, shall be excused for failure or delays in performing any obligation if such failure or delay is caused by force majeure. The Member or Leading Member so affected shall give prompt written notice to the other Members stating the reasons for any loss, damage, delay, or failure of performance due to such causes and shall use its best efforts to avoid or remove these causes. The affected Member or Leading Member shall continue its performance with the utmost dispatch whenever such causes are removed.

SECTION 9 -WITHDRAWAL AND EXCLUSION

The Members may withdraw from the Consortium or may be excluded pursuant to the provisions of Article 9 to Article 11 of the Statute, including in case of insolvency.

SECTION 10 - MISCELLANEOUS

10.1 Assignment. Except as set out in the Consortium Agreement, a Member cannot assign any of its rights or obligations under the Consortium. However, a Member’s rights and obligations under the Consortium may be assigned under the following conditions:

1. Assignment in the context of acquisition, merger or absorption of a Member by or with a third party, with prior authorization of the Consortium’s Administrative Body subject to the third party meeting the requirements listed notably in Article 6 of the Statute; or
2. Assignment in the context of acquisition, merger or absorption of a Member by or with another Member, with prior authorization of the Consortium’s Administrative Body.

10.2 Order of Precedence. Members of the Consortium agree to be bound by the following documents, including (i) the Registration Form, (ii) the Statute, (iii) these Terms and Conditions and (iv) the operational conditions set out by the Consortium (if any). In the event of any contradiction, the contractual documents shall prevail in the order in which they are listed above.

10.3 Applicable Law. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Italy. All disputes between the Consortium and the Members, directors and liquidators concerning the execution and interpretation of these Terms and Conditions shall be referred for a decision to the Chamber of Arbitration of Piedmont according to the rules and conditions detailed in Article 30 of the Statute. For all matters not regulated by these Terms and Conditions, the provisions of the Civil

Code on consortia and the applicable laws in force shall be applied where jurisdiction shall lie with the courts of Turin pursuant to Article 31 of the Statute. During the period of any arbitration or court proceedings, the Members shall continue to perform their respective obligations insofar as the circumstances will allow it but without prejudice to a final adjustment in accordance with the arbitral or court award.

10.4 No Partnership. Except as authorized by the Consortium Agreement, no Member shall make any commitment, by contract or otherwise, binding upon any other Member nor represent that it has any authority to do so. Except as expressly authorized by the Consortium Agreement, neither the Consortium, nor any Member, shall have the authority to act for or to assume any obligation or responsibility on behalf of any other Member.

10.5 Modification. Except as otherwise provided, these Terms and Conditions shall not be modified except as directed by the Statute, in particular its Article 24 and Article 29.

10.6 Entire Agreement. The Consortium Agreement constitutes the entire agreement between the Members and supersedes all prior contracts or agreements among such Members with respect to such matters, whether oral or written. There are no understandings, obligations, representations or warranties except as herein provided and no rights are granted except as expressly set forth herein.

10.7 Severability. If any provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

10.8 Waiver. Failure on the part of a Member to complain of any act of any other Member or to declare any Member in default with respect to the Consortium Agreement, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable limitation period has expired.

10.9 Survival. The provisions of these Terms and Conditions, which by their nature extend beyond the expiration or earlier termination of the Consortium will survive and remain in effect until all obligations are satisfied.

10.10 Further Assurances. Each Member agrees that it will take such actions, provide such documents, do such things and provide such further assurances as may reasonably be requested by the Consortium or the Leading Member. Each Member agrees to provide to the Consortium or the Leading Member, from time to time, such information, including financial information, as the Consortium or Leading Member may reasonably request for the purposes of the Consortium.

10.11 Counterparts. The Consortium Agreement will be executed in a number of counterparts, which shall together constitute a single agreement.

10.12 Compliance with Laws. The Members shall comply with all applicable laws in the performance of their activities under the Consortium, including the Deliberation.

10.13 Data Protection Laws. The Members shall comply with the General Data Protection Regulation n° 2016/679 (“**GDPR**”) and Italian Decreto Legislativo 30 June 2003 n°196 (“**Italian Privacy Code**”).

10.14 Compliance with Competition Laws. The Consortium Agreement is not intended to restrict competition in any manner whatsoever. The Members expressly undertake to comply with applicable rules on EU competition law as well as any applicable national laws. The exchange of information required to operate the Consortium shall be limited to what is strictly necessary for achieving the purpose of the Consortium. In particular, each Member agrees not to disclose to any other Member any information that relates in any way to production capacities, production volumes, sales volumes, import volumes, market shares, clients, pricing information or future business plan.

10.15 Anti-Corruption. The Members, including the Members’ personnel, shall be committed to the highest standards of business ethics, in particular:

1. The Members shall comply with all applicable laws, notably anti-corruption laws, and shall refrain from any conduct that would cause the Consortium to be in violation of any applicable laws, including, but not limited to, the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, et seq. (the “**FCPA**”), the UK Bribery Act 2010 and the OECD Anti-Bribery Convention as well as local laws against bribery and influence trading.
2. The Members condemn all acts of bribery or trading in influence by public officials or private agents, including any payments, offers, promises, gifts, or other benefits to a third party for the purpose of (i) performing refrain from performing, or because he has performed or refrained from performing any act of his activity or function or facilitated by his activity or function, in breach of his legal, contractual or professional obligations; or (ii) abusing or misusing his actual or alleged influence to obtain distinctions, jobs, contracts or any favorable decision from an authority or public administration.
3. Any action tending towards bribery or trading in influence, including a mere oral proposal, whether or not it is followed by any effect, and even if it relates to a negligible value, must therefore be strictly prohibited.

10.16 Notices. Except as expressly set forth to the contrary in the Statute, all notices, requests or consents provided for or permitted to be given under the Consortium Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile and a notice, request or consent given under the Consortium Agreement is effective (a) upon receipt if sent by personal delivery, mail, courier, or e-mail or (b) upon the sender’s receipt of electronic confirmation of transmission, if sent by facsimile during regular business hours on a business day or if not sent during regular business hours or on a business day, on the next succeeding business day.