PRESENTED BY

CODE

TARJETA SOLO AUTOPISTAS

SERVISA TARJETAS, S.A., Princesa, 41 - 3º A - Tel: 91 542 80 92. Fax: 91 542 17 34. 28008 Madrid

www.servisatarjetas.com 24-HOUR LINE: 902887070 FAX Nº FOR NOTIFYING INCIDENTS: 915 421 734

"Companies Registry of Madrid. Volume 9028. Gral. 7862. Sect. 3 folio 153. Sheet 848972. Entry 1. Tax Code A-78/866399."

PARTICULARS OF CARD APPLICANT SERVISA AUTOPISTAS

NAME / COMPANY			
Mr. /Mrs.			
in his/her own name and/or acting as	ADMINISTRADOR	of the COMPANY	
with ADDRESS in			
and Tax Code nº			
TOWN/CITY		POST CODE	
PROVINCE			
TELEPHONE			
FAX			
MOBILE			
E-MAIL			

ELECTRONIC INVOICE DESIRE ☐ PAPER INVOICE DESIRE(cost 3 €) ☐

BANK PARTICULARS

BANK NAME	
BIC/SWIFT	
IBAN	
ACCOUNT HOLDER	

DATA TO BE COMPLETED IF THE APPLICANT IS NOT THE ACCOUNT HOLDER

Mr/Mrs with ID card nº

acting as of the Company

hereby authorises the debiting into my account nº in the Bank Branch

all the bills presented for collection by SERVISA TARJETAS S.A., in the name of

with ID card/Taxpayer Code

For Signature and Company Stamp

REGISTRATION NUMBER	MAKE	VEHICLE MODEL	TYPE OF VEHICLE					FORECASTED MONTHLY CONSUMPTION
			TRACTOR HEAD/UNIT	TRUCK	BUS	VAN	CAR	

CONTRACTS

ONE.- The present contract shall be governed by the following clauses and the conditions printed on the back, duly signed by the applicant/holder of the card/s, who declares that it has read them carefully and that been informed of the rights and obligations therein set forth and undertakes to make them known to all persons authorised to use the cards for which application is being made.

TWO.- The amounts billed for services and supplies rendered through the use of the requested card/s shall be charged to the above bank account, and the applicant/holder undertakes to notify SERVISA TARJETAS, S.A. in writing of any modification in the bank account number indicated for debiting purposes.

In witness whereof, the parties sign the present document

in.....on the.....of, ...200.....

for SERVISA TARJETAS, S.A. for THE APPLICANT/HOLDER

THE BACK OF THIS DOCUMENT MUST BE SIGNED

COPY: SERVISA

V20110915

CONTRACTUAL TERMS APPLICABLE ON SUBSCRIBING TO THE SERVISA MOTORWAYS CARD

The person/entity (holder) in whose name the requested card/s have been issued and the presentation or guarantor entity declare that, prior to signing this contract, they have read, understood and expressly accept the contractual terms regarding the application for and usage of the SERVISA AUTOPISTAS card/s that bind them contractually with SERVISA TARJETAS, S.A. (hereinafter, SERVISA), and the holder undertakes to make them known and enforce compliance therewith by all staff employed by it or authorised by it to use the card/s.

CLAUSE 1.- The holder or any staff employed by it or authorised by it is entitled to use the card/s as an instrument for paying for the services and supplies offered in all establishments that are members of the SERVISA network, in accordance with the stipulations set forth in the present contract. In the event that the card/s are issued/linked to a particular vehicle registration number, they may only be used for that vehicle and registration number.

CLAUSE 2.- The holder and/or staff employed or authorised by it to use the card/s undertake to: Sign the invoices and debit notes or delivery notes issued by the member establishment, Accredit, whenever requested to by the staff of the establishment belonging to the SERVISA network in question, their status of holder by exhibiting a copy of the present contract or checking the plate number of vehicle with the plate number of card. All staff authorised to use the card/s shall exhibit the written authorisation for that usage, signed by the holder. Expressly notify SERVISA of any modification in the composition of the holders vehicle fleet, due to the cancellation and/or purchase of new vehicles and, if necessary, apply for a new card or cards for another or other registration number/s and vehicle/s. In that case, SERVISA shall cancel the card/s linked to vehicles that no longer belong to the holder and the issuing of a new card or cards, if requested by the holder, within a term of TWENTY-FOUR HOURS, which shall automatically be linked to the contents of the present contract, without the need to sign another or any other new contracts.

CLAUSE 3.- The card/cards have a validity term printed on it/them and may not be used after its/their date of expiry.

CLAUSE 4.- SERVISA shall renew any expired card/cards by issuing a new card or cards, that shall be sent to the holder THIRTY days before the expiry date, unless it receives express instructions not to do so from the holder of the card/cards at least thirty days before the expiry date. Notwithstanding, in the event of breach of the contractual obligations on the part of the holder, SERVISA may refuse to renew the card or cards by written notification to the holder, THIRTY days in advance of the expiry date. The holder is obliged to pay the amounts of the services and supplies made with the card/s prior to the expiry date, and also to return to SERVISA the expired card/s, cut in half, both in the event of renewal being refused by SERVISA or rejected by the holder.

CLAUSE 5.- The card or cards shall at all times remain the property of SERVISA. The event of any previous breach of its obligations by the holder, or the staff employed or authorised by the holder, may temporarily suspend or permanently block the use of the card or cards, by sending express notification of this to the holder and requesting it to comply with its obligation to immediately return the card or cards to SERVISA or any establishment belonging to the SERVISA network that requests the card or cards to be returned. To that end, the holder authorises SERVISA to notify the establishments or entities belonging to the SERVISA cards network of the suspension, blocking or cancellation of its card or cards, either directly or by including the card or cards in lists of blocked or cancelled cards. Irrespective of potential non-compliance of this contract, since this has no specific term, either party may consider it terminated at any time, without any particular allegation as to the cause, by notifying the other party in writing at least thirty days in advance of the date set for termination, without prejudice to the obligation to comply with the contractual terms until the contract is terminated.

CLAUSE 6.- The holder may terminate the contract and stop using the card/s issued in its name at any time, by sending a certified notification of its decision to SERVISA and returning the card/s, cut in half, directly to SERVISA. In that case, SERVISA shall block and cancel the card/s on receipt of such notification, during any business day. Termination or rescission of the contract at the request of the holder does not exonerate that holder from complying with its contractual obligations and consequently the effects shall enter into force from the time such obligations have been met and all contractual payments settled, in particular the obligation to pay all invoices sent for the services and supplies received for the usage of the card/s until such card or cards have been cancelled.

CLAUSE 7.- SERVISA shall issue and send one invoice every month to the holder per country, for all services and supplies generated with the card or cards in each country, from the closing date of the previous billing. SERVISA reserves the right to modify the pertinent billing period by notifying the holder of its intention THIRTY days in advance of issuing the next invoice for the modified period. Holders/guarantor entities presenting the card and who have signed the present contract are obliged to make immediate payment for all services and supplies received through use of the card/s billed by SERVISA upon presentation of the corresponding receipt. To that end, no later than five days after the closing date of the billing period, SERVISA shall present the bills for collection every month, for the total amount of the services and supplies received using the card/cards during the preceding month, for charging to the account/s designated in the present contract, or any other accounts designated by the holder/guarantor in the future, as a consequence of a change in the debit account. If no written notification is forthcoming from the holder has been received within a period of fifteen days from the date on which the bank has made the charge, it shall be held that the holder is in contract with the billing made.

CLAUSE 8.- SERVISA shall debit the annual charge of SEVEN EUROS AND FIFTY EUROCENTS (7.50 €) made for each card to the client/guarantors account (for issuing, renewing and administration of the card/s). This amount may be updated whenever SERVISA considers it necessary.

CLAUSE 9 th .- In the event of default of receipt / s issued / s submitted / s per SERVISA against the account designated by the owner for services, supplies provided by the / s card / s of the owner and / or expenses contractually planned and that there was no / No immediate cash / her presentation said it therefore returned / s unpaid / s, SERVISA entitled to the cancellation and the blocking / s card / s in accordance with the provisions of the 5 th condition, requiring the owner to pay those expenses bank for the return and unpaid originate, in addition to interest on late payment until the date of full payment of the debt owed for the five percent (5%) of the unpaid amount.

CLAUSE 10.- In the event of the payment of bills for services, supplies and/or charges billed by SERVISA for using the card or cards remaining outstanding, SERVISA shall file a formal claim against the holder/guarantor requesting payment of the principal, bank charges and interest owed, giving a term for out-of-court settlement of seventy-two hours. If after that time has elapsed, the holder has not fully settled all its payment obligations towards SERVISA, the latter shall be entitled to file a claim in court, as corresponds to it in the lawful exercising of its right to collect the due amounts.

CLAUSE 11.- All the services and supplies obtained by the holder/staff employed or authorised by the holder through the use of the card/cards shall be paid by the holder to SERVISA pursuant to the provisions of the present contract. By means of this contract granting license to use the card/cards, SERVISA does not assume the obligations of the establishments belonging to its network in respect of any potential refusal to accept the card/s or the services and supplies made available to the holder by those establishments. Any potential claims made by the holder on the establishment forming part of the network that offers such services and supplies shall in no case serve to justify a delay or non-payment of such services to SERVISA. Holders have the right to make as many claims as they deem necessary to against the member establishment, due to defects or faults in the services and supplies provided, without prejudice to SERVISA making any subsequent payment to the complainant, following instructions received from the establishment.

CLAUSE 12.- The holder of the card or cards is responsible for using and keeping the card or cards safe and for ensuring they are used and kept safely by the staff it employs or who are authorised to use the card/cards. In the event of loss/theft/robbery/undue appropriation/suspicion of forgery or fraud, the holder shall expressly notify SERVISA by registered mail or by the help line on 902887070 or by Fax (+34)915421734 or using any other certified means, of its decision to have the card/cards blocked/cancelled, giving the reason for its decision, together with a request for a new card or new cards to be issued, as required. As a consequence of the different frequencies with which each dealer or service station updates its blocking lists, the holders liability for improper or fraudulent use of the card or cards by others who are not the holder following notification to SERVISA by the holder of the need to block the card, shall cease five days after the date on which SERVISA informs of the blocking of the card by including the particulars in the lists of blocked cards that SERVISA issues regularly for that purpose. SERVISA shall issue the instruction to block the card on the business day immediately following the receipt of the blocking instruction sent by the client, at the latest. Likewise, the holder also undertakes to notify SERVISA of any damage done to the card or cards or any suspicion of the card or cards not being operative by expressly requesting SERVISA to cancel and block the particular card or cards, and as applicable, requesting SERVISA to issue a new card or cards linked to the present contract.

CLAUSE 13.- SERVISA shall send all notifications and correspondence to the address indicated by the holder in the present contract. For that purpose the holder undertakes to notify SERVISA in writing of any change in address during the contract term. In all cases, all notifications and correspondence sent to the last known address indicated by the holder shall be deemed to have been correctly received.

CLAUSE 14.- It is strictly forbidden to transfer the rights of use of the card or cards to any person or persons or entity or entities other than the holder/staff employed or authorised by it and to use the card or cards for purposes other than an instrument for paying for the services and supplies offered by the establishments belonging to the usage network thereof, or the use of the card or cards as a guarantee to third parties for credit or loan or similar transactions.

CLAUSE 15.- SERVISA reserves the right of subrogation of a third party with respect to the rights and obligations arising from the present contract and to modify or review the contractual conditions for using the card/cards, and undertakes to notify such circumstances to the holder within a term of ten days, for the purpose of enabling the holder to freely exercise its right to terminate the contract if not in contract. If after the term specified above has elapsed, the holder has not indicated its disagreement in writing, it shall be held that the holder is in agreement.

CLAUSE 16.-.-PROCESSING OF PERSONAL DATA. The client expressly agrees to all personal data obtained through this contract that is entered in the SERVISA databases to be processed by computer. Likewise, the client authorises the transmission of data furnished within the scope of the present contract to all those entities mentioned therein, or those that will become members of the SERVISA AUTOPISTAS services network, in all cases with a view to obtaining benefits in rendering the services within the SERVISA AUTOPISTAS scope. The client expressly agrees to its particulars being eventually included in the customer-loyalty, discount, special rates or offers programmes that may be established or any promotions that might be set up and are promoted directly or indirectly by SERVISA, at all times with the aim of providing services linked to SERVISA AUTOPISTAS. Information on such programmes shall be made available to the client by SERVISA. The client is entitled to exercise its rights of access, rectification, modification and cancellation of its data included in the foregoing database. The client shall notify SERVISA immediately in the event of the modification of any data provided in the contract/application for license to use the card.

Read and agreed to by the Holder