

Bologna, *date*

Ref.

Messrs
COMPANY

SUBJECT: AUTHORISATION FOR THE USE OF THE BOLOGNA AUTOSTAZIONE BUS TERMINAL FOR ARRIVAL AND DEPARTURE BUS SERVICES

With reference to your application, we are pleased to confirm that you have been granted authorisation to access Bologna Autostazione (Bus Terminal).

Your Company, on signing this authorisation, acknowledges and accepts the provisions of the Bologna Autostazione AOP and the relevant annexes which, although not annexed hereto are incorporated herein by reference.

Access to and use of the facility, as well as the term of this authorisation, are subject to your Company having been granted the required licence by the Ministry of Transport or another competent authority, where relevant, a copy of which is mandatorily required to be consigned to us. You shall be responsible for promptly forwarding subsequent renewals or novations, otherwise this authorisation shall be cancelled forthwith.

Bus lines will transit on arrival and departure in accordance with the operating schedule. Your Company shall promptly notify to us in writing by Certified Electronic Mail to the following address any **change to timetables and/or the introduction of new bus line services and in case of new services it will also send us the relevant ministerial or other competent authority issued licences** : autostazionebologna@pec.it or, if not available, via e-mail to the address: capistazione@autostazionebo.it, or by fax to the number: +39 051 4214198.

Your Company warrants, whenever said licence shall be cancelled by the competent authorities, to immediately notify Autostazione di Bologna S.r.l.. Licence cancellation may be cause for termination of this agreement by Bologna Autostazione, which shall be entitled with regard thereto, to take any and all measures and exercise any and all rights and remedies available, including remedy for damages.

The charge is due for all arriving, departing or transiting service journeys (including additional journeys), whether they are scheduled services or not, regardless of any service cancellations. However, the charge is not payable whenever the company has notified Autostazione di Bologna S.r.l.

AUTOSTAZIONE DI BOLOGNA S.R.L.

via Certified Electronic Mail (PEC) to the address autostazionebo@pec.it or, if not available, via e-mail to the address capistazione@autostazionebo.it or via fax to number: [+39 051 4214198](tel:+390514214198), of the cancellation of the relevant bus service, at least 12 hours prior to the scheduled time of arrival, departure or transit. Failure to notify cancellation within the prior 12 hours, shall entitle Autostazione di Bologna S.r.l. to charge and invoice the bus service even if not executed.

Charges currently valid for each single access to the Bus Terminal are as follows.

The following arrival and departure time slots have been established for determining daytime and night-time toll charges:

- Daytime: time slot from 04:00 am to 08:30 pm.
- Night-time: time slot from 08:30 pm to 04:00 am.

Charge valid from 1 May 2019, for passenger embarking/disembarking only, plus VAT

Daytime unit charges

Service type	Unit departure charge (€)	Unit arrival charge (€)
Provincial and Regional	2.90	2.90
National	6.69	6.69
International	8.03	8.03

Night-time unit charges

Service type	Unit departure charge (€)	Unit arrival charge (€)
Provincial and Regional	4.04	4.04
National	9.32	9.32
International	11.18	11.18

Charges valid from 1 May 2019 provide that carriers which both disembark and embark passengers travelling on one bus/coach authorised service stopping at Bologna bus terminal pay the unit charge only once.

For payment of the sums due to under this agreement by you, we will issue an invoice to you, every two-months in arrears.

You may settle each invoice:

- at our offices in Bologna, located in Piazza XX Settembre no. 6; or

- by bank wire transfer, for the invoiced amount using the following bank details - **IBAN code:**
IT11 J010 0502 5990 0000 0012 090.

Payments may not be suspended or deferred by reason of claims or exceptions, whatever the reason and invoices shall be settled by and no later than thirty days date of invoice (NET30). In the event of late settlement of invoices, Bologna Autostazione shall be entitled to charge the arrears interest provided under article 5 of Italian Legislative Decree no. 231 of 09/10/2002, as amended, commencing from the day following the invoice due date for payment, without need for formal notice.

The amount of the above charges shall be automatically changed, without need for your prior consent, following and to an extent corresponding to the charge adjustments decided by the Board of Directors, as well as a result of adjustments in the Italian National Statistics Institute (ISTAT) index, which we will notify to you in advance.

On signing this agreement, you also consent to the processing of your data, as without prior informed consent, it would not be possible to perform the obligations, in accordance with national applicable legislation and European General Data Protection Regulation 679/2016 ("GDPR").

We also inform you that the Company data provided by you (company name, registered office address, telephone number, e-mail) will be visible on the Bologna Autostazione website www.autostazionebo.it, together with a link to your corporate website, so that they will also be available to users. You will be responsible for notifying us of any changes.

Under this authorisation, Bologna Autostazione authorises the Company to provide passengers with adequate assistance, also through its own staff, which are required to be clearly identifiable (e.g. by vests) and that are required to comply with rules and provisions under the AOP. Bus line and/or corporate promotion/advertising is prohibited, as well as the sale of tickets inside bus terminal common areas, as well as at arrival and departure bus shelters.

The Company warrants to comply with, and ensure its employees and, in general, all persons who, working on its behalf, who are entitled to access to the bus terminal, comply with all rules, provisions, instructions and precautions regarding safety, as well as all provisions under the Bologna Autostazione AOP and relevant annexes, indemnifying and holding Bologna Autostazione harmless against any and all third-party claims.

The Company shall be solely responsible for implementing any and all safety measures for ensuring the safety of persons and property, restricted to the use of the area allocated during permanence at the Bologna Autostazione, indemnifying and holding Bologna Autostazione harmless from all civil and criminal liability resulting from your failure to adopt safety work or measures, as well as the non-compliance with rules and obligations under the Bologna Autostazione AOP.

The Company acknowledges that Autostazione di Bologna S.r.l. has adopted an Organisation,

Management and Control Model, in accordance with Italian Legislative Decree no. 231 of 8 June 2001 (downloadable from the website www.autostazionebo.it) which it represents to have reviewed and read on the aforementioned corporate website, hereby also warranting compliance therewith.

The Company shall adopt the Organisation, Management and Control Model principles and warrants, comply with its subject matter, rules and procedures, and refrain from any conduct falling within the meaning of the criminal offences listed under Legislative Decree 231/2001, as amended.

The Company acknowledges that Autostazione di Bologna S.r.l. has adopted a Code of Ethics and a Three-Year Plan for Transparency and Prevention of Corruption, which it represents to have reviewed and read on the corporate website.

Bologna Autostazione bus terminal makes delimited zones available exclusively to the Company for embarking/disembarking passengers and/or vehicle parking and shall not be liable for the supervision or custody thereof. Bologna Autostazione shall not be liable for damage, direct and/or indirect, incurred by such vehicles, caused for any reason, nor for the theft, also in part, actual or attempted, of the vehicles and/or relevant accessories or luggage.

Furthermore, Bologna Autostazione shall not be liable for any disruptions (delays, etc.) that may be caused by force majeure, such as, for example, intervention by law enforcement agencies for reasons of public order, popular uprisings, demonstrations, acts of terrorism and natural disasters.

Finally, Bologna Autostazione shall not be liable for any damage caused to vehicles parked by other users or other vehicles at the bus terminal, nor for any damage caused by acts of vandalism, popular uprisings, demonstrations and acts of terrorism, or arising out of natural disasters or force majeure.

The Company represents to have been duly notified that there is no vehicle supervision at the Bologna Autostazione bus terminal and that no insurance cover for said vehicles has been arranged by Bologna Autostazione against theft, damage and fire.

The Company shall however be liable for any damage and injury that may be caused to persons and property in connection with the use of its scheduled service under this authorisation.

The Company, therefore, shall indemnify and hold Autostazione di Bologna S.r.l. harmless against any and all claims, whatever the nature, that may be brought by competent Authorities and/or Companies and/or natural persons for breaches of laws or other provisions in force regarding safety, prevention, accidents, fire, hygiene, health and anything else in relation to the operations performed, for which the bus Terminal is intended, warranting forthwith to compensate any expenses incurred for such reasons by Bologna Autostazione, as well as indemnifying and holding Bologna Autostazione harmless from any third party claims.

We look forward to receiving a copy of this authorisation signed by you for acceptance, in addition to

the additional documentation required from you.

Yours truly,

The President

For acceptance