

TRADE AGREEMENT

BETWEEN

Trivabus Srl - with registered office in Rome at Viale del Policlinico 129 / A- VAT and Tax Code 14948821005, in the person of the legal representative pro tempore Mr. Vito Mirko Greco, hereinafter referred to as "Eurobusnext"

AND

..... - with registered office in

Street

VAT and Tax Code, in the person of the legal representative pro tempore, hereinafter referred to as "Supplier"

Whereas:

- a) that Eurobusnext is authorized to intermediate rental products and services with and without driver, based on the authorization n. 1-2007 issued by Comune di Roma on 21/05/2007;
- b) that Eurobusnext markets the aforementioned transport services through the platforms and websites, which are its exclusive property or affiliates, including but not limited to www.eurobusnext.com;
- c) that the platform - called "Eurobusnext" - allows interested Suppliers to list, on the portal, transport services requested by various customers, in compliance with the request specifications. Quotations must ALWAYS be inclusive of VAT and before the commission paid to Eurobusnext, equal to 6% of the total cost of the service.
- d) that, in order to increase the sale of its services, the Supplier has requested Eurobusnext, as intermediary, to use this system in order to get in touch with Eurobusnext customers and advertise their company / offer their service of transport with and / or without driver;
- e) that the Supplier, in order to be admitted to use the platform, must first be subjected to a Eurobusnext inspection (which may request any specific guarantees) and, before being able to use the service offered, must receive formal acceptance by the same.
- f) that, precisely because it is an intermediary, Eurobusnext reserves the exclusivity regarding the management of contacts between the customer and the Supplier, direct relations between the two being categorically forbidden. In case of violation of this clause, the Supplier will be required to pay a penalty, equal to the total of the agreed service, multiplied by 10%.
- g) that the Supplier carries out collective or individual transportation of people carried out at the request of the customers, in a non-continuous or periodic manner, on itineraries according to schedules established from time to time and / or predetermined, by renting vehicles with driver and / or driverless vehicle hire service;
- h) that the Supplier is in possession of the requirements relating to the profession of road passenger transport operator according to the provisions of the applicable provisions in force, and uses and has the means and insurance coverage corresponding to the technical characteristics of the service;
- i) that Eurobusnext and the Supplier declare that they are properly constituted and regularly operating companies in compliance with current legislation; to be able to meet his obligations regularly and that no elements are known that would prevent or even prejudice the full, timely and correct execution of the obligations that they assume with this agreement;
- j) that the aforementioned premises are an integral part of the contract.

Given the above, the following is established and stipulated:

Art. 1) Object of the Contract

With this agreement, the Supplier asks Eurobusnext, who accepts, as an intermediary, to use the platform called "Eurobusnext" in order to quote routes and the related transport services, through a direct messaging system with the customer through the platform, on payment to Eurobusnext of commissions as specified below. This sale is an intermediation of products and transport services, where Eurobusnext assumes the role of intermediary and the Supplier is the carrier.

It is necessary to specify that the chats will be moderated and supervised by Eurobusnext, in order to guarantee the correct fulfillment of the commercial agreements between customer and supplier

Art. 2) Duration of the contract

The contract starts from the date of signing of this agreement and will end upon cancellation by one of the two parties (to be sent via registered letter with request for confirmation of receipt or via pec). The parties agree that the cancellation will

take effect 60 days after the notification (pec Eurobusnext: trivabussrl@legalmail.it – pec supplier:).

In the event of irregularities in the use of the platform, Eurobusnext reserves the right to suspend the account of the supplier in an immediate and mandatory manner.

Art. 3) Access to the system

In order to register on the platform, the Supplier will access the dedicated section by creating his own user ID and entering information about the company; number and type of vehicles in possession (including registration year, Euro directive and any photos - as long as they are not branded), availability of European routes, availability of drivers who speak English, as well as typical administrative documentation. The Account, together with the personal access password, must be kept strictly confidential.

The Supplier undertakes to keep the account password or any other identifying credential provided to access the Platform confidential and secure. The profile is personal, not transferable, but usable by third parties under its own exclusive responsibility. Eurobusnext declines any responsibility towards the Supplier concerning the violation of these provisions as well as temporary malfunctions of the platform.

Art. 4) Availability and listing methods

The Supplier undertakes to keep his profile "active"; specifically, it will undertake to respond to requests for availability / quotations from the customer, where interested; the quotations will have a duration equal to 7 days, period within which the same must be valid * subject to availability. Quotations must be as exhaustive as possible in order to avoid misunderstandings with the customer (ie. Included / not included parking, checkpoints, tips, board and lodging of the driver etc.); in this regard, the platform "will help" the supplier to avoid forgetfulness through pre-set choices of inclusions by the customer. In the event of repeated misleading quotes, Eurobusnext reserves the right to suspend the account and redefine the terms and conditions of this agreement.

The price, once defined, will be automatically sent to the customer who can then decide whether to reply / negotiate / accept / confirm.

In case of acceptance of the quotation by the customer, the supplier will in any case have the right to reconfirm the service or cancel his offer within 24 hours. In the event of final confirmation by both parties, everything offered must be similarly operated.

Art. 5) Sales rates

The Supplier has the right to set, at its discretion, the selling price, it being understood that the prices, established by the Supplier, must guarantee that the tariffs, regulations, terms and conditions connected to them, are at least as advantageous as those made available through other Internet booking platforms, including its website (so called parity rate). The Supplier must offer through the Eurobusnext site all the incentives, extras, promotions and other special offers offered through any other sales channel, including third parties.

In any case, the Supplier may request the customer who made the booking through the Eurobusnext platform a price higher than that previously confirmed at the time of booking. Eurobusnext expressly states that all damages resulting from failure to apply the obligation to correctly indicate the price will be charged to the Supplier.

Art. 6) Share fee

For each sale completed, the Eurobusnext platform and the affiliated sites, will be entitled to a commission share of 6%.

Art. 7) Payments

For every confirmed booking, the customer will pay Eurobusnext a deposit commensurate with the total amount to guarantee the service. Eurobusnext will withhold the sums of deposit and balance, received from the customer, as a guarantee of the correct fulfillment of the service. The aforementioned sums will be paid to the supplier net of the commissions agreed within 15 days from the issuance of the invoice, which the supplier will be obliged to issue to the customer and to upload to the system; the balance will be equal to the total of the service, minus its share fee as per the previous art. 6) as well as any additional amounts charged pursuant to art. 11 of this contract by bank transfer, upon presentation of a regular invoice by the Supplier.

Art. 8) Responsibility and indemnities

Eurobusnext, through the use of the Eurobusnext technological platform, connects customers and suppliers in order to provide, on request, a remunerated transport service that takes place on the national and / or European territory, thus acting as an intermediary between the end user and the carrier, the only responsible based on the provisions of the Italian and European legislation in force on the subject as, merely for the purpose of explanation and not exhaustive: L.218/2003, European Regulation CE595/2009, EU Regulation 181/2011, Legislative Decree 285/92; EU Regulation 2016/679; Leg. 101/2018 and subsequent amendments and additions, the Privacy Code and all other legal requirements concerning safety and transport of persons.

The Supplier therefore declares from now on to indemnify and hold harmless Eurobusnext from any costs, including legal ones, relative or consequent to any claim, responsibility or procedure of any kind arising or connected, in whole or in part, by failure to implement or not correct implementation of the provisions of the law and of those contained in this contract as well as any and all responsibilities directly or indirectly connected to the performance of the collective and / or individual transport of persons carried out at the request of the transported or transported, in a non-continuous manner or periodic, on itineraries and according to schedules established from time to time and / or predetermined, including that deriving directly or indirectly from the violation of Italian and European laws, from damage to property or persons, from particular conditions of viability that determine the delay of the vehicle and / or the impossibility to reach one or more destinations.

For this purpose, the Supplier, aware of the responsibility deriving from false declarations, declares:

- To be in possession of a regular and appropriate authorization, issued by
on
- To be in possession of a regular rental license with driver issued by
on
- to be familiar with and comply with EU Regulation 181/2011 on passenger rights, the provisions on the transport contract, on civil and criminal liability as well as on the Highway Code and the legal provisions on safety, security and transportation of persons, and to assume any and all liability arising from the violation of the provisions contained therein;
- to dispose of and maintain for the duration of this contract an insurance policy covering civil liability for an amount adequate to the sector's practice and sufficient to comply with the obligations established by current Italian and European and / or European law and by this contract;
- to comply with EU and national regulations concerning employment relationships and driving services, as well as the registration, revision and maintenance of vehicles used for the transport of persons, and to ensure compliance with the regulations for the protection of individual safety and accident and insurance provision, also guaranteeing compliance with work shifts to allow effective rest periods suitable for the service to be performed;
- to guarantee to be the unique authorized owner of all the contents provided to Eurobusnext and included in the booking platform and / or website.

Art. 9) Obligations of Eurobusnext

Eurobusnext is a platform for mere intermediation between customer and supplier that can occasionally be as guarantor to one of the parties where required / there are needs / wishes. The Supplier is responsible for all information regarding his description, which must be complete, in all aspects, on the booking system. The Supplier guarantees that all the photos, graphics and logos entered and / or supplied are not subject to third party rights that could exclude or limit their free use by Eurobusnext. Eurobusnext will not be liable to its customers if the information transmitted by the Supplier and / or entered by the same on the Eurobusnext Platform were different from reality and therefore proved to be misleading. For this purpose, the Supplier expressly declares to indemnify and hold Eurobusnext harmless from any judicial or otherwise liability and / or controversy arising from the aforementioned circumstances.

Art. 10) Obligations on the Supplier

The Supplier guarantees that the following prescriptions will also be respected, considered essential by Eurobusnext for the correct fulfillment:

- The vehicles assigned to the sections entered on the Platform must be in good condition and have been subjected to regular maintenance. Eurobusnext expressly requests and agrees to market only vehicles that meet all European requirements for environmental emissions and that are subject to regular and periodic maintenance;
- Vehicles must contain the necessary and prescribed safety equipment;
- All vehicles must be kept in a state of efficiency, decor and hygiene, including window panes;
- The air conditioning system, the windows and emergency bulkheads, the fire-fighting devices, the tires and more generally all the external and internal equipment (microphone / speakers / DVD player etc.) must be checked and tested before the start of the service. If problems are found, the Supplier undertakes to inform Eurobusnext / the customer, and if necessary replace the vehicle with another of the same category and quality;
- The use of subcontracted vehicles is not permitted without the prior approval of Eurobusnext / the customer without prejudice to the same category and quality;
- Any change and / or alteration relating to the vehicle and / or driver assigned to the tour, made necessary prior to or during the trip, including those due to faults or technical problems, must be previously and promptly communicated to Eurobusnext / the customer. In any case it is not possible to use a vehicle smaller than the one confirmed unless prior authorization from Eurobusnext / the customer;
- In the case of vehicle for hire, the **driver** assigned to the chosen means of transport must be in compliance with the employment relationship, in good health (both physical and mental), have a driving license and appropriate qualifications, be able to communicate in English (basic level), use appropriate, professional clothing, behavior and language, be equipped with a mobile phone and earphones, go to the pick-up at least 15 minutes in advance, offer assistance to passengers for loading and unloading luggage and provide all necessary assistance for the ascent and

descent of the disabled and for the arrangement of any means necessary for their mobility. It is **forbidden for the driver** to disregard the EU legislation on forced rest of the driver, drink alcohol in service and / or smoke inside the passenger compartment, pick up people different from renters on the vehicle in service, carry standing passengers, divert the established route on his own initiative, stop the vehicle or interrupt the service, unless specific requests by passengers or cases of proven force majeure or obvious danger, ask passengers for compensation.

Art. 11) Overbooking and penalties in the event of cancellation

In the event that the services booked on the Eurobusnext Platform are not available in the number and / or quality booked, the Supplier undertakes to immediately notify Eurobusnext in writing, as well as to provide the same level products or services to customers of the same level or higher than those booked, and never lower, not involving any kind of charges for customers and / or Eurobusnext. In case of non-acceptance of the modifications of the contractual conditions by the customer, the Supplier expressly declares from now on to assume all the consequences, economic and otherwise, expressly indemnifying and holding Eurobusnext harmless from any responsibility directly or indirectly connected to the aforementioned circumstances. In any case, reference will be made to the relevant legislation in force.

In no case it is possible for the Supplier to cancel a service already confirmed on the Platform. In the event that this occurs, without prejudice to the obligations of the Supplier pursuant to EU Regulation 181/2011 as well as any other applicable legislation, the following penalties will be charged to the same supplier, except for the greater damage:

- cancellation up to 15 days before the confirmed service, charge of 50% of the value of the service at full load
- cancellation up to 7 days before the confirmed service, 100% charge of the full load value beyond the service coverage costs supported and documented by accounting records.

Art. 12) Privacy

The parties undertake to respect, within the terms of the law, the restrictions on the use of personal data that will be provided as a result of the reservations made, as well as to treat the aforementioned data in compliance with and in protection of the current legislation on privacy.

Art. 13) Web Marketing

The Supplier authorizes Eurobusnext to use its name for online advertising campaigns and to modify the descriptive texts in order to optimize their visibility on search engines.

Art. 14) Intellectual property rights

The Eurobusnext platform and the website www.eurobusnext.com are the exclusive property of Trivabus Srl, as well as all rights relating to the project, software, text, graphics, layout of the [eurobusnext.com](http://www.eurobusnext.com) website. The supplier, after the termination for any reason of this contract, cannot in any way use the [eurobusnext.com](http://www.eurobusnext.com) system and website nor can reproduce or use in any way, directly or indirectly, the materials and / or modules provided by Eurobusnext.

Art. 15) Default - Express termination clause

In any case in which the Supplier is in breach of any of the obligations contained and / or imposed by the commercial agreement, this contract will be terminated by law, except in any case the right of Eurobusnext to compensation for damages. In the event of resolution for default as well as in any other case of expiry, withdrawal or early termination of the effects of this contract for any reason, the user ID and password codes provided by Eurobusnext to the Supplier to access their account on the Eurobusnext reservation system will be disabled.

Art. 16) Confidentiality and Notifications

The information contained in this agreement is confidential and must be kept strictly confidential, as well as any other information and data, also owned by third parties, the Supplier learns as a direct and / or indirect consequence of this contract. It is understood that the two parties must not disclose this agreement and its conditions. Any communication between the parties, concerning the terms and clauses of this contract, must be in writing, by e-mail, fax or registered letter with request for confirmation of receipt, to the last address communicated by the parties.

Art. 17) Communications

All communications received by the Supplier to Eurobusnext must be sent by email to the following email address: info@eurobusnext.com

Art. 18) Competent court

For any disputes concerning the interpretation and / or application of this act, the parties agree to elect Rome as the territorially competent court, also in derogation from any other territorial jurisdiction.

Art. 19) Consent to data processing

The parties declare to allow the processing of personal data pursuant to Reg (EU) 679/2016 as well as Legislative Decree 101/2018 and subsequent amendments for the purposes related to the execution of this contract.

Rome, _____

Trivabus Srl

Vito Mirko Greco

The Supplier

Legal Representative

According to and for the purposes of articles 1341 and 1342, we declare to expressly approve the contractual conditions and clauses all set out above and freely agreed upon and, more precisely, we declare to specifically approve the conditions referred to in articles 1 (Object of the Contract), 2 (Duration of the contract), 3 (Access to the system), 4 (Availability and listing methods), 5 (Sales rates), 6 (Share fee), 7 (Payments), 8 (Responsibility and indemnity), 9 (Obligations of Eurobusnext), 10 (Obligations on the Supplier), 11 (Overbooking and penalties in the event of cancellation), 12 (Privacy), 13 (Web Marketing), 14 (Intellectual property rights), 15 (Default - Express termination clause), 16 (Confidentiality and Notifications), 17 (Communications), 18 (Competent court), 19 (Consent to data processing).

Trivabus Srl

Legal Representative

The Supplier

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