

GENERAL TERMS AND CONDITIONS

Mid-Term Rental vehicles

- *These General Terms and Conditions for Mid-Term Rental Vehicles shall be used by Arval AS with corporate clients.*
- *Ensure to use these terms together with the Master Agreement for Mid-Term Rental Vehicles.*
- *Please fulfil adequately all required information.*
- *Template review date: 02.02.2023*
- *Reviewed by: Lovisa Carlsson (Arval Head of Legal Nordics)*

Customer name



ARVAL
BNP PARIBAS GROUP

For the many
journeys in life

GENERAL TERMS AND CONDITIONS MID-TERM RENTAL

Art. 1 Definitions

In this agreement the following terms have the following meanings:

Authorised driver(s)	:	the driver(s) authorised by the Client to use the MTR vehicle
Confirmation of Commencement	:	the confirmation specifying the category of the MTR vehicle to be delivered, the reason for delivery, the delivery date and the agreed return date (lease term), the advance vehicle rental per day, the number of free kilometres per day, the price for excess kilometres, the vehicle specifications, a reference to the applicable price list and other relevant information
MTR	:	"Mid-Term Rental", is the provision of a vehicle for a period longer than one month
Return date	:	the day on which Arval can dispose of a returned vehicle, including the relevant documents and options, which is one business day after the MTR vehicle was handed in by the Client or the driver authorised by the Client
MTR agreement	:	the individual agreement relating to the provision of a specific MTR vehicle, with additional services, for a period of 1 month, in principle, up to 24 months, concluded under the MTR Master Agreement
MTR Master Agreement	:	the applicable framework agreement signed between the Client and Arval
MTR vehicle	:	the individual vehicle leased from Arval on the basis of the MTR agreement

Art. 2 MTR agreement

- 2.1. A Client wishing to enter into an MTR agreement can choose from the MTR vehicle categories specified on the applicable Arval /Mid-Term Rental price list, as per Appendix 3. Arval will subsequently send the Client a Confirmation of Commencement for the chosen MTR vehicle category. The Client may not claim a specific type of vehicle but only a vehicle belonging to a particular category. The vehicle actually provided may (temporarily) be of a higher category, if agreed with the Client.
- 2.2. The MTR agreement is concluded at the time Arval sends the Confirmation of Commencement, according to the terms and conditions of the MTR Master Agreement and the Arval MTR price list.

Art. 3 Charges and payment

- 3.1. The following charges are due by the Client for the use of the MTR vehicle:
- the vehicle rental on the price list (excluding VAT) corresponding to the agreed lease term, the vehicle category and the number of kilometres included
 - if applicable, the excess kilometre rate indicated on the price list and Confirmation of Commencement, for each additional kilometre that exceeds the included number of kilometres
 - the cost of additional options and services.
- 3.2. The vehicle rental referred to in Article 3.1.a. includes the following components and services:
- interest and depreciation
 - road tax
 - insurance premium covering Europe. The insurance has deductibles
 - regular repairs and maintenance
 - tires including studless winter tires when applicable
 - accident management
 - a relief vehicle in case of repair of the MTR-vehicle, if the repair exceed 24 hours
 - 24-hour assistance
- 3.3. Arval reserves the right to modify the price list at any time, for example – but not limited to – as a result of applicable existing and new government measures and increased interest rates or funding costs. Arval will inform the Client thereof in writing. The new rates will apply 30 days after the new price list is communicated to the Client and, unless explicitly agreed otherwise, will also apply to the MTR agreements already in place.
- 3.4. In addition to clause 3.1., Arval may also, if applicable, charge the Client the following costs:
- a fee for delivery and collection of the vehicle
 - the amount of the deductible as specified on the MTR price list in case of damage to the MTR vehicle
 - the costs of replacing missing options or other equipment and legal documents
 - finances and costs incurred for traffic violations and offences, insofar as these were not committed by Arval; Arval charges administration costs (determined in the MTR price list) to the Client for processing such fines and costs. Arval pays these fines immediately after it has received them and passes them on to the Client in full
 - costs for cleaning the vehicle (in case of extreme or abnormal contamination on de-hire, for example if the user has smoked in the MTR vehicle)
 - the costs of consumable liquids and additives
 - the costs of garaging and parking
 - toll fees, toll taxes and other costs for toll roads,
 - fuel costs in accordance with Art. 8
 - settlement according to the MTR price list in case of a shorter lease term than the term agreed in the MTR agreement, as well as any additional administration costs.
- 3.5. On the 15th of every month, Arval invoices the vehicle rental for the next calendar month, possibly increased by the costs referred to in Articles 3.3 and 3.4. The vehicle rental referred to in Article 3.1 will be due for the first time when the MTR vehicle is delivered. The first invoice will relate to the period starting on the date of delivery up to and including the last day of the next calendar month.
- 3.6. Any excess kilometre rate that is due, as referred to Article 3.1, must be settled on termination of the MTR agreement based on the odometer reading when the vehicle is returned to Arval, plus the kilometres of any replaced odometer and less the mileage on the delivery date of the MTR vehicle. On the date of termination of the MTR agreement, settlement will also take place for the shorter actual lease term according to the price list. If an agreement for an MTR

vehicle is terminated prematurely, Arval charges administration & premature termination costs for each prematurely terminated agreement as specified in the applicable price list.

- 3.7. Invoices become due 15 days after the invoice date unless Arval and the Client have separately agreed on longer payment terms. Invoice for MTR can never become due later than 30 days.
- 3.8. If an invoice is not paid within the applicable payment term, the Client will owe statutory interest on the unpaid amount.
- 3.9. Set-off, discount or compensation by the Client or Arval is not permitted. The payment obligation will not be cancelled and cannot be suspended should the Client, for whatever reason, not be able to use one or more MTR vehicles.

Art. 4 Delivery

- 4.1. The MTR vehicle must be delivered in accordance with the specifications mentioned in the Confirmation of Commencement.
- 4.2. The Client, or the authorised driver, must sign a vehicle delivery form stating the condition of the MTR vehicle, the mileage, the options, any features added or alterations to the MTR vehicle and the personal details of the authorised driver.
- 4.3. Unless damage or mechanical defects are explicitly specified on the vehicle delivery form, the Client acknowledges and accepts that the MTR vehicle has been received in good condition and without any visible damage or mechanical defects. Any damage to the MTR vehicle established on de-hire of the MTR vehicle which is not specified on the vehicle delivery form will be payable by the Client and will be charged, with the exception of cases covered by the comprehensive insurance taken out by the vehicle owner or which are included in the Arval claim settlement (please refer to the insurance general conditions, Appendix 1), depending on the case.

Art. 5 Ownership of the MTR vehicle

- 5.1. The vehicle owner is Arval or a third-party supplier. The vehicle owner details can easily be obtained from Arval on request.
- 5.2. The Client may not, in any way, alienate (transfer ownership of) the MTR vehicle or encumber it with rights in favour of third parties without the prior written permission of the vehicle owner. Lease or sublease, both free and for a fee, is only possible with the prior written permission of the vehicle owner and, in the case of a third-party supplier, Arval.
- 5.3. If third parties take measures in respect of the MTR vehicle, seize it or arrange for its seizure, if the Client loses possession of the MTR vehicle or if there is a threat of this happening, the Client must notify Arval thereof immediately and take all necessary steps to limit the damage. The costs incurred by the vehicle owner to safeguard and exercise their rights to the MTR vehicle, including any damage incurred, are payable by the Client, unless the third-party measures are attributable to the vehicle owner.

Art. 6 Use of the MTR vehicle

- 6.1. The Client is obliged to use, or arrange for the MTR vehicle to be used, with due care and diligence in accordance with its designated purpose and with due observance of usage and maintenance rules, public regulations and these General Terms and Conditions. Accordingly, damage resulting from negligence, lack of care, improper use of the vehicle and failure to comply with the obligations in these General Terms and Conditions will be payable by the Client.
- 6.2. Terms of Use:
- the Client will not use the MTR vehicle for speed, performance or endurance trials or similar events, for giving driving lessons, renting it to a third party or transporting passengers and goods for payment.
 - coupling of a trailer is permitted if the coupling meets the legal requirements and if a valid driving licence for this vehicle category is sufficient for driving the MTR vehicle coupled to a trailer
 - adding options, features or making alterations to the MTR vehicle, other than as stated in the Confirmation of Commencement, requires Arval's prior written consent.
 - the right to use the MTR vehicle is restricted to authorised drivers that have a license valid in Norway for the type of MTR vehicle to be provided and that meets all the requirements imposed by these terms and conditions as well as the third-party liability insurer of the MTR vehicle.
 - Lettering is only permitted with the express prior consent of the vehicle owner.
 - the Client explicitly agrees to comply with the instructions of the vehicle owner in accordance with the provisions of these MTR General Terms and Conditions.
- 6.3. Arval is not liable for any damages or costs caused by shortcomings or defects of the MTR vehicle (except in cases of warranty or goodwill) or improper performance of maintenance or repair work. In addition, Arval cannot be held liable for bodily injury or property damage resulting from the use of the MTR vehicle.
- 6.4. It is the Client's responsibility to ensure that all drivers are aware of the provisions concerning the use of the MTR vehicle provided. The Client accepts full responsibility for non-compliance with these obligations by the latter.
- 6.5. Arval is always entitled to inspect the MTR vehicle or to have it inspected. The Client is obliged to cooperate fully in such inspection and, to that end, authorises Arval to access the premises where the MTR vehicle is located.

Art. 7 Maintenance

General principle and obligations of the Client

- 7.1. The following costs will be borne by the vehicle owner:
- the costs of service and maintenance in accordance with the manufacturer's service booklet, including the applicable service intervals
 - repairs and the replacement of worn parts (including leased options) associated with normal use of the MTR vehicle.

- 7.2. The Client is obliged to keep the MTR vehicle serviced in accordance with the maintenance instructions of the vehicle manufacturer and/or the vehicle owner. The consent of the vehicle owner is required prior to any (technical or mechanical) repairs and for damage.
- 7.3. The Client must report any odometer defects to the vehicle owner within 24 hours and these must be repaired immediately in consultation with the vehicle owner. Arval will estimate the number of kilometres travelled while the odometer was defective on the basis of the past kilometres actually travelled on a daily basis.
- 7.4. Repairs, maintenance and breakdown assistance will be carried out or provided in accordance with the vehicle owner's guidelines. Information thereon should always be obtained by contacting Arval (if Arval is the owner of the MTR vehicle).
- 7.5. Repairs and maintenance abroad for which Arval is responsible in accordance with these General Terms and Conditions will generally have to be paid for in advance by the Client. If the repairs are carried out with the consent of the vehicle owner, these costs will be reimbursed. If no consent has been granted, the vehicle owner's terms and conditions will apply.
- 7.6. The right to breakdown assistance abroad depends on the vehicle owner's guidelines and conditions. Always in such case contact Arval to seek guidance.
- Art. 8 Fuel costs/fuel card**
- 8.1. If a fuel card has been issued, Arval advances the fuel costs and charges them each month based on actual registered consumption.
- 8.2. The Client is at all times responsible for any damage occurring as a result of misuse, loss or theft of the fuel card. The Client indemnifies Arval against all third-party claims resulting from such misuse, loss or theft of the fuel card. In the case of misuse, loss or theft, the Client must immediately notify Arval.
- Art. 9 Relief vehicle**
- 9.1. In case of repairs and maintenance of an MTR vehicle for which Arval is responsible in accordance with these Terms and Conditions which cannot be carried out within 24 hours, Arval will provide the Client with a Relief vehicle, on request, for the duration of the total repair period.
- 9.2. The kilometres driven with a Relief vehicle are deemed to have been travelled with the MTR vehicle for the purpose of determining the number of kilometres travelled in excess of the agreed annual mileage (in kilometres).
- Art. 10 Damage to or theft of the MTR vehicle**
- 10.1. The insurance conditions referred to in Appendix 1 applies to MTR vehicles owned by Arval. If Arval is not the owner of the vehicle and hiring takes place with an external supplier, the vehicle owner's comprehensive insurance or claim settlement will apply. The relevant agreements and conditions are available from Arval on written request.
- 10.2. Explicit reference is made to the provisions of Article 3 of the MTR Master Agreement.
- Art. 11 Insurance**
- 11.1. Insurance is included for all vehicles. If it concerns a MTR vehicle owned by Arval, the provisions of Appendix 1 and the general terms and conditions of the Greenval insurance policy apply. If it concerns an MTR vehicle owned by a third party, the vehicle owner's terms and conditions will apply.
- 11.2. Explicit reference is made to the provisions of Article 3 of the MTR Master Agreement.
- Art. 12 Term of the MTR agreement and expiry or early termination**
- 12.1. The MTR agreement starts at the time specified in Article 2.2 of these General Terms and Conditions.
- 12.2. The right to use the MTR vehicle begins on the start date specified on the Confirmation of Commencement. This right of use, and the MTR agreement, expire automatically:
- ii. on the pre-agreed return date (end of the leaseterm) specified in the Confirmation of Commencement (at which time the MTR vehicle shall be handed-in at a return location that Arval has informed Client of).
 - ii. on the date the MTR vehicle is declared a total loss
 - iii. in case of theft, on the date of theft and subject to a waiting period of 30 days.
- 12.3. The Client is at all times entitled to terminate the MTR agreement, subject to a notice period of one weekday and payment of the fees referred to in Article 3.4, and – in respect of the MTR – the administration costs referred to in Article 3.6 of these General Terms and Conditions. It is possible to extend the term of an MTR agreement, subject to prior written consent from Arval.
- 12.4. If the Client fails to fulfil one or more obligations in the agreement, does not fulfil them properly or in a timely manner, applies for a suspension of payments, is declared bankrupt, changes domicile to a jurisdiction outside Norway, is subject to a change in direct or indirect shareholding, is placed under administration, or is dissolved or the Client's movable and immovable property is seized, the Client must notify Arval immediately in writing and Arval will be entitled to cancel the MTR agreement(s) without notice and without judicial intervention, to de-hire and repossess the MTR vehicle and to claim full damages from the Client. This damage is set at an amount equal to the difference between the fee app liable for the agreed term and the fee applicable for the effective period in which the Client had use of the MTR vehicle, plus costs incurred or otherwise due or payable under these General Terms and Conditions and lost earnings.
- Art. 13 Return of the MTR-vehicle**
- 13.1. On termination of the MTR agreement the Client is obliged, at their own expense, to hand in the MTR vehicle in good condition together with all the equipment and options, alterations and features, at a return location specified by the vehicle owner. If the Client chooses a different return location to the specified location, the transport costs listed in the Arval MTR price list will be charged.
- 13.2. Upon return of the MTR vehicle the Client is also obliged to hand in all the documents belonging to or relating to the MTR vehicle as well as all equipment and options belonging or relating to the MTR vehicle, such as keys and remote controls and extra set of wheels and tires, if applicable. The options, alterations and features added and owned by the Client may be removed, unless removing these will cause damage to the MTR vehicle. The Client undertakes to destroy the fuel cards and associated PINs made available by Arval.

- 13.3. The charges and costs referred to in Article 3 of these MTR General Terms and Conditions are payable up to and including the date the vehicle is returned and located at the location decided by Arval.
- 13.4. If on vehicle return it appears that documents are missing or if damage to the MTR vehicle is established – other than normal usage damage – the costs will be estimated and these amounts will be charged to the Client.
- 13.5. The Client will not receive compensation for options fitted by the Client if these are found in or on the vehicle on return of the MTR vehicle.
- 13.6. The mileage and condition of the MTR vehicle on return are determined at the central return location referred to in Article 13.1. The Client's risk ends after inspection is done at the central return location.

Art. 14 Notifications and communications

- 14.1. The Client is obliged to notify Arval of any change of address, change in name details or other relevant changes of their registration in the relevant trade register as soon as possible but no later than 30 days after the change. The Client will cooperate in providing annual accounts if Arval deems a credit analysis necessary.
- 14.2. Arval is entitled to communicate with the Client by electronic communication, and the Client undertakes to keep Arval informed of any changes to electronic communication addresses. If Arval sends formal notifications or communications to the Client by letter, Arval will send these to the Client's last known address. These notifications will be deemed to be in the Client's possession. Such communications and notifications are deemed to have been received by the Client on the second working day after sending by post, with the postmark date as proof of dispatch.
- 14.3. Arval will communicate with the driver preferably by email. The Client will provide Arval with the name and address details as well as the email address of the driver and is responsible for keeping these details up to date. The Client indemnifies Arval against the consequences of not meeting this requirement. If Arval cannot correspond with the driver by email, it will do so via the driver's name and address details as provided by the Client.
- 14.3. This agreement is entered into in the English language, and the Parties may communicate in English unless otherwise specifically agreed.

Art. 15 Performance of obligations by third parties – transfer of agreement to third parties

- 15.1. If several natural or legal persons have entered into the MTR Master Agreement and the MTR agreement, they will each be jointly and severally liable for the performance of all obligations arising from the agreements mentioned above.
- 15.2. If Arval sends invoices to a party other than the Client, on request or with the Client's consent, under the MTR Master Agreement or a subsequent MTR agreement, the Client will remain fully liable to Arval for fulfilment of the obligations of that third party – even if the MTR agreement were to be legally concluded with that third party – and the Client will not be entitled to derive any rights from the fact that the invoices are sent to that third party and were, in the past, paid by that third party.
- 15.3. *Assignment and transfer of rights and obligations – change of counterparty*
- 15.3.1 Except as permitted under clause 15.3.2 below, neither Party to the MTR Master Agreement or neither party to a MTR Agreement shall be entitled to assign or transfer any of its rights and obligations under the MTR Master Agreement and/or such MTR agreement (as applicable) to any third party without the prior written consent of the other Party. Such consent shall not to be unreasonably withheld or delayed.
- 15.3.2 Notwithstanding the foregoing:
- Arval may at any time assign all or part of its rights and obligations under the MTR Master Agreement and/or any MTR Agreement (as applicable) to any affiliate of the BNP Paribas Group (after a timely written notification sent to the Client (as applicable) for information purposes, without the need for Client's consent)
 - Client may at any time assign all or part of its rights and obligations under the MTR Master Agreement and/or any MTR Agreement (as applicable) to any affiliate of Client subject to Arval's prior written consent. Arval shall provide such prior written consent if the following cumulative conditions are satisfied: (i) such affiliate of Client has a financial situation and credit worthiness at least equal to that of the original party signing the MTR Master Agreement or the MTR agreement (as applicable) as determined by Arval in its sole discretion, (ii) Arval is provided with all such Client affiliate's documents required both for the performance of the credit assessments and the "know your customer" policy, (iii) such assignment does not raise compliance issues, (iv) a prior written notice is sent to Arval, and (v) appropriate legal documentation in relation to such transfer is executed. If any of these conditions is not complied with, Arval reserves the right to refuse the assignment.
- 15.4 *Assignment and transfer of rights and security over Arval's rights*
- 15.4.1 It is expressly agreed that Arval may at any time, without consulting with, or obtaining consent from, Client (i) assign or transfer all or part of its rights under the MTR Master Agreement and/or any MTR agreement (as applicable) or (ii) charge, assign by way of collateral or otherwise create security in or over all or any of its rights under the MTR Master Agreement and/or any MTR agreement (as applicable) in order to finance or refinance itself or cover its exposure under the MTR Master Agreement and/or any MTR agreement (as applicable) or, as the case may be, to secure its obligations in favor of any credit or financial institution, insurer, reinsurer, central bank, federal reserve, securitization vehicle, trust, fund or any other entity which is directly or indirectly engaged in the financing or refinancing of Arval or the BNP Paribas group.
- 15.4.2 For the avoidance of doubt, no such assignment, transfer, assignment by way of collateral or security as referred to under clause 15.4.1 shall:
- release Arval of all or part of its obligations under the MTR Master Agreement or under any MTR agreement (as applicable); or
 - require any payments to be made by Client in excess of, or grant to any person any more extensive rights than, those granted to Arval under the MTR Master Agreement or any MTR agreement (as applicable).

Art. 16 Amendments to the General Terms and Conditions

- 16.1. Arval may unilaterally amend these General Terms and Conditions. Arval will give the Client at least one month prior written notification of amendments to the General Terms and Conditions of the MTR Master Agreement and the MTR agreement. Changes to the General Terms and Conditions of the MTR Master Agreement and the MTR agreement as notified will apply to each (existing and future) MTR vehicle, unless explicitly agreed otherwise.

Art. 17 Confidential Information

- 17.1 All information not available to the public, supplied by one Party to the other in connection with the MTR Master Agreement and any individual MTR agreement and not previously known to that Party ("Confidential Information"), shall be used by that Party only in connection with the MTR Master Agreement and shall be kept strictly confidential and secret at all times except if it has obtained the other Party's prior written consent.

- 17.2 Any Party will not, at any time during the MTR Master Agreement, (i) disclose to any third party any Confidential Information, except as permitted herein, and/or (ii) use the Confidential Information otherwise than as authorised herein, without the prior written consent of the other Party.
- 17.3 Notwithstanding the foregoing,
- each Party may disclose Confidential Information to:
 - Its directors, employees, professional advisors (except for third parties or external advisors performing fleet solution activities such as fleet management, fleet information, fleet consultancy activities and all other activities related thereto), auditors, and sub-contractors
 - Its affiliates or parent companies (such as any parent company - including BNP Paribas SA for Arval)
 - Client may disclose Arval's confidential information to:
 - Client's nominated fleet operator, provided that they have a need to know such confidential information in the course of the performance of their tasks, the disclosure of confidential information shall always be limited to that portion of confidential information that Client's Nominated Fleet Operator needs to know to be able to perform their tasks, and provided further that Client (i) ensures that Client's Nominated Fleet Operator is informed of the confidentiality obligations applying to the information under this Agreement, and (ii) procures that the Client's Nominated Fleet Operator agrees to be bound by comparable confidentiality undertakings. The Parties hereby agree that Client shall be responsible for any breach of the confidentiality undertakings by Client's Nominated Fleet Operator which has been provided with Confidential Information. Client shall procure Client's Nominated Fleet Operator executes a corresponding confidentiality undertaking which is at least as strict as clause 17 of these General Terms and Conditions at the latest on the date of signature of this Agreement.
 - Arval may communicate information about the Client to third parties (and their legal advisers) (i) which are acting as credit risk mitigation providers (including, and without limitation, insurance companies and reinsurance companies and their intermediaries) to Arval and/or with regard to any MTR Master Agreement and/or individual MTR agreement, (ii) which may obtain Arval's rights under a MTR Master Agreement and/or an individual MTR agreement in accordance with clause 15.3, (iii) which may benefit from a credit security or surety agreement regarding or for Arval's rights under a MTR Master Agreement and/or an individual MTR agreement or (iv) through which confidential information in connection with any of the above transactions (on a need-to-know basis) may reasonably be disclosed; provided that each of the above third parties (i) needs to know such confidential information for the implementation and/or management of the MTR Master Agreement and/or individual MTR agreement or for regulatory capital, risk management or refinancing purposes or for the purpose of covering the exposure of Arval or securing its obligations and (ii) has been informed of the confidential nature of such confidential information unless there is no such information requirement because the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by confidentiality requirements in terms of the confidential information.
 - Arval may disclose any Confidential Information if so required by applicable law, regulation or stock exchange rules, including to authorities and regulators as applicable,
- 17.4 The provisions of this clause and such confidentiality obligations do not apply to the Parties when:
- the Parties can prove that the Confidential Information was known by them prior to the Effective Date of the MTR Master Agreement; or
 - the Confidential Information was in the public domain at the date it was communicated or became available to the public domain after the date it was communicated; or
 - the Confidential Information is accessible by the public through publication or any other means of communication, except if this results from a fault or the negligence of the Party receiving the information, or
 - the Party having received the information can prove that such information was obtained from a third party who was lawfully authorised to disclose such information without breaching a confidentiality undertaking; or
 - the Party having received Confidential Information is required to disclose any Confidential Information by applicable law or otherwise by any judicial, administrative, governmental or regulatory decision in connection with any action, suit, proceedings or claim. In such a case, the Party that received such information shall (to the extent permitted by applicable laws and regulations), inform the disclosing Party in order to allow the disclosing Party to exercise any legal right in view of obtaining a protective measure, or
 - the Party having received the information has received the prior written consent of the other Party to release the Confidential Information.
- 17.5 The Party receiving Confidential Information acknowledges that:
- the Confidential Information is and shall remain the exclusive property of the Party that provided it with such Confidential Information
 - the Party that communicated Confidential Information does not undertake to warrant the accuracy or exhaustive nature of the Confidential Information and shall not be held liable for the use thereof or the incomplete or erroneous nature of such information
 - the Confidential Information shall not be used to the detriment of the other Party.
- 17.6 The obligations under these General Terms and Conditions regarding the protection of Confidential Information shall survive the termination of the MTR Master Agreement and shall remain applicable for a 2-year period from its termination date, except that such obligations will survive thereafter to the extent and for so long as such Confidential Information constitutes one or more trade secrets under applicable law.
- 17.7 In the event of any breach or threatened breach of the confidentiality of the Confidential Information by the receiving Party or its employees, officers, or representatives, the Parties acknowledge and agree that the disclosing Party may suffer irreparable harm and monetary damages may be inadequate to compensate the disclosing Party for any such breach or threatened breach. Accordingly, the non-breaching party will, in addition to any other remedies available at law or in equity, be entitled to seek injunctive relief, specific performance or other equitable relief to enforce the confidentiality of its Confidential Information. The disclosing Party reserves the right to claim actual damages from the receiving Party.
- Art. 18 Applicable law and competent court – Disputes**
- 18.1. The MTR Master Agreement and all MTR agreements are governed by Norwegian law, without regard to its conflict of law principles.
- 18.2. Any dispute, controversy or claim arising out of or in connection with this MTR Master Agreement and all MTR agreements shall be settled by a Norwegian court of general jurisdiction and the Oslo District Court shall be the court of first instance.
- 18.3. All extrajudicial costs (costs incurred by Arval before legal proceedings, such as – but not limited to – appraisal costs, administration costs and collection costs) relating to implementation or fulfilment of the MTR Master Agreement and the MTR agreement as well as any judicial enforcement procedure in this regard will be payable by the party that is unsuccessful.
- 18.3. The Parties agree to derogate from the Norwegian Insurance Contracts Act (nw. forsikringsavtaleloven) such that only provisions which are mandatory in relation to corporate customers apply.
- Art. 19 Processing of personal data**
- 19.1 The processing and exchanges of personal data in the context of this Master Agreement are subject to the EU General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016) ("GDPR" or the "Personal Data Protection legislation"). The terms used in this Master Agreement ("Personal Data", "Data Controller") have the same meaning as in the Personal Data Protection legislation.
- 19.2 Controller to controller transfer: In respect of the personal data exchanged between parties in the context of this Master Agreement:

- Arval shall be considered as the data controller of the personal data Arval processes and
- Client shall be considered as the data controller of the personal data that they process.

With regard to the information that has to be provided towards the data subjects, each party warrants (and will deliver the proof whenever the other party requests it) that all necessary information with regard to the processing of personal data, as required by the Personal Data Protection Legislation, has been provided to the data subjects before the data are transferred to the other party; this information will among other include the fact that the other party will receive the data and that it will, as a data controller, use these data for the purpose of providing a Vehicle or related services to the data subject. The parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Article 19.

- 19.3 If a party receives or has access to personal data, in the context of the execution of this Master Agreement, then they shall:
- i. process personal data only as permitted by and in strict compliance with the Personal Data Protection legislation and as required by this Master Agreement and not take any action, or permit any action to be taken, that may lead to a breach of the Personal Data Protection legislation
 - ii. shall respect all obligations it bears in its capacity as data controller and shall not take any action, or permit any action to be done, that may lead to a breach of the Personal Data Protection legislation
 - iii. consider the personal data as confidential information
 - iv. take appropriate security measures to protect the personal data against unauthorized or unlawful processing.
- 19.4 The Parties acknowledge that personal data shall not be transferred out of the European Economic Area unless such transfer complies with the exceptions and/or conditions provided for by the Personal Data Protection legislation.

Clause 20 Compliance

20.1 Know your customer

Client shall promptly upon Arval's request supply such documentation and other evidence as is requested by Arval in order for Arval to carry out and be satisfied that it has complied with the "know your customer" requirements and other requirements under anti-money laundering rules as deemed required by Arval as well as similar checks under all applicable laws and regulations and BNP Paribas group internal procedures.

20.2 Anti-bribery, anti-corruption and anti-money laundering

Neither Client, Client's subsidiaries, their directors or officers, or, to the best knowledge of Client, Client affiliate, agent or employee, has engaged or will engage in any activity or conduct that would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws and counter-terrorism laws and regulations or rules in any applicable jurisdiction and Client have instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules.

20.3 Sanctions

For the purpose of the representations and covenant contained in this clause, "**Sanctions**" means any economic sanctions or restrictive measures enacted, administered or enforced by the United States of America, the United Nations Security Council, the European Union, the French Republic, the Kingdom of Sweden, the Kingdom of Norway or other relevant sanctions authority.

20.3.1 Covenants

None of Client any of Client's subsidiaries, directors or officers, or, to the best knowledge of the Client, any of Client's affiliates, agents or employees, is an individual or entity (a "Person"), that is, or is owned or controlled by a Person that is: (i) the target of any Sanctions (a "Sanctioned Person") or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory (a "Sanctioned Country").

20.3.2 Undertakings

None of Client and any of Client's affiliates will, directly or indirectly, use the Vehicles leased by and/or the services proposed by Client or to be delivered (i) in respect of any activities or business of or with any Person, or in any country or territory, that, at the time of such leasing, is, a Sanctioned Person or Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any Person.

20.4 Information

Client shall promptly inform Arval in case of:

- (i) Non-compliance by Client with the provisions of Clause 20.2 (Anti-bribery, anti-corruption, anti-money laundering and counter-terrorism) or 20.3 (Sanctions); and/or
- (ii) If any representation or statement made or deemed to be made under Clause 20.1 (Know Your Customer), Clause 20.2 (Anti-bribery, anti-corruption, anti-money laundering and counter-terrorism) or 20.3 (Sanctions) is, proves to have been, or becomes incorrect or misleading in any material respect when made or deemed to be made.

20.5 Early termination

Arval shall be entitled to immediately terminate this MTR Master Agreement and all MTR agreements (without any requirement to satisfy any other formalities) subject to prior written notice sent to Client by registered letter with acknowledgement of receipt in the following events:

- (i) Non-compliance by Client with the provisions of Clause 20.2 (Anti-bribery, anti-corruption, anti-money laundering and counter-terrorism) or 20.3 (Sanctions); and/or
- (ii) If any representation or statement made under Clause 20.1 (Know Your Customer), Clause 20.2 (Anti-bribery, anti-corruption, anti-money laundering and counter-terrorism) or 20.3 (Sanctions) is or proves to have been and/or to become incorrect or misleading in any material respect during the term of this MTR Master Agreement.

The costs of early termination of this MTR Master Agreement and all MTR agreement (including without limitation the early termination fees and costs mentioned in Clause 12.4) shall be borne by Client.

Appendix 1 –insurance general conditions

This appendix only applies to MTR vehicles which Arval owns. The full general and specific Insurance Terms are available on Arval's website arval.no/forsikring If you prefer, Arval will provide you with a hard copy.

Appendix 2 – Arval Connect– Telematics System

This appendix only applies to MTR vehicles which Arval owns.

Article 1

- 1.1. Arval collects and processes the data provided by the Client for the purpose of performing the services set out in the MTR General Terms and Conditions and for compliance with statutory obligations.
- 1.2. Arval may also collect certain personal data from drivers in connection with the MTR vehicle and its use through remote data transmission and a telematics hardware device installed in the vehicle, including but not limited to time-stamped mileage, technical alerts and fuel consumption.

Arval processes personal data during the performance of its services as set out in the MTR General Terms and Conditions for the following purposes in particular:

- improving the quality of the services provided to the Client
- managing any damage to the MTR vehicle more efficiently
- producing statistics on main cost factors for the fleet (in particular, in connection with fuel consumption and loss experience) based on the model of the MTR vehicle and the conditions of use, thereby enhancing the quality of the advice given to the Client.

The personal data collected and/or processed by Arval will be kept only for as long as necessary for achieving the above purposes. In addition to cases provided for by law, Arval may also disclose the personal data collected from drivers to its partners for commercial purposes and to brokers, insurers, subcontractors and service providers as well as entities of the BNP Paribas Group for intra-group administrative management purposes. Measures are applied to ensure an adequate level of protection, safety and confidentiality of the personal data processed in accordance with applicable regulations. In addition, the Client expressly commits to obtaining the consent of drivers by informing the latter of the content of this clause and of their right to access, modify and/or object to the processing as well as of the address at which such rights may be exercised.

Appendix 3 – Price list

The price list for MTR vehicles will be provided to Client upon request. The Client will be provided with an updated version of the price list before Client's confirmation and signature on the Confirmation of Commencement and that is the price list that applies to that order.

