

Article 1: General

In these general purchase conditions, the following terms have the following meanings:

Transdev: Transdev Nederland Holding NV, with registered office in Utrecht, the Netherlands, and its affiliated [subsidiary] companies.

Other Party: any natural or legal person that Transdev has invited to make an offer, or has entered into an agreement with Transdev, or has received an offer for an agreement from Transdev, or has offered Transdev an agreement.

Parties: Transdev and the Other Party.

Conditions: these general purchase conditions of Transdev.

If an agreement contains an (international) trade term, this term shall be interpreted according to the relevant definition of the most recent version of the Incoterms of the International Chamber of Commerce (ICC).

Article 2: Scope

1. These Conditions apply to all requests for offers, offers, orders and agreements and the performance thereof.
2. The applicability of the general conditions of the Other Party is expressly excluded.
3. If an Other Party has a previous agreement with Transdev, it will automatically be deemed to agree to the applicability of the Conditions to subsequent agreements with Transdev.
4. Transdev has the right to amend these Conditions unilaterally with effect from a date set by Transdev. The Other Party will be informed of proposed amendment(s) by Transdev in a timely manner, by provision of the new conditions, and declares now for then to accept them, unless it notifies Transdev otherwise in writing within 30 (thirty) days after the date of the notice.
5. If these Conditions are also available in languages other than Dutch, the Dutch text will prevail in the event of any dispute about the interpretation of these Conditions.

Article 3: Offers and quotations

1. All offers and quotations received by Transdev remain irrevocably in force for a period of 60 (sixty) days. The costs incurred by the Other Party for preparation, drafting or detailing of an offer or quotation can never be charged.
2. In the event of errors and/or ambiguities in documentation provided by Transdev, the Other Party shall immediately inform Transdev.
3. Specifications of data by Transdev shall not release the Other Party from its responsibility to meet the functional requirements of the delivery.
4. An order or contract is placed upon award in writing by an authorized employee of Transdev, using a Transdev purchase order. The purchase order has a purchase order number. This purchase order number shall be stated on all correspondence, including the invoice.
5. If the Other Party delivers or prepares a performance before receiving the written confirmation, it does so at its own expense and risk.
6. If a purchase order differs from an irrevocable written offer, the Other Party shall accept it in writing, failing which the agreement will be deemed validly concluded.
7. Transdev is not obliged to award the contract to any offerer.
8. Transdev is entitled to split the contract and award the parts to multiple offerers.

Article 4: The agreement: start/duration/suspension/end

1. An agreement, including an addition/amendment to an existing agreement with Transdev, is only concluded when it is expressly accepted in writing by Transdev.
2. An agreement for an indefinite period of time can only be terminated with due observance of a reasonable notice period. Notice shall be given by registered letter with acknowledgment of receipt.
3. In the event of, *inter alia*, a suspension, bankruptcy, guardianship order, cessation or winding-up of the company, if the company or a manager of the company is compromised, if the Other Party fails to perform the agreement in a timely manner or properly or Transdev has good reason to fear that the Other Party will fail to fulfil its obligations, if the Other Party does not comply with the general conditions, if the Other Party becomes subject to the Dutch Debt Management (Natural Persons) Act (WSNP), if the Other Party offers a (private) composition to its creditors and/or the assets or if a substantial part of the assets of the Other Party is attached, the Other Party will be deemed in default by operation of law and Transdev will be entitled to terminate the agreement wholly or in part or suspend further performance of the agreement, such as its own discretion, without notice or judicial intervention being required, without any liability for compensation and without prejudice to its other rights. Transdev will then be entitled to claim immediate payment of all amounts due to it.
4. In the event of termination of the agreement, the Other Party shall immediately refund all instalments already paid and compensate Transdev for all direct or indirect loss.

Article 5: Performance

1. The Other Party shall carry out the work and deliver the goods under the agreement itself, unless Transdev has expressly consented in writing to some form of outsourcing. If work is carried out for Transdev, the Other Party shall be liable for the acts or omissions of its employees and auxiliary persons and (other) third parties

engaged by it in the same manner as it is liable for its own acts or omissions. The Other Party shall indemnify Transdev against claims from persons or parties engaged by it.

2. The Other Party shall not assign, pledge or transfer under any other title its rights under the agreement with Transdev to a third party.
3. The Other Party guarantees that work will be carried out and goods delivered in compliance with the conditions and terms stipulated in the agreement, at the agreed times and in the agreed places, failing which it will be in default by operation of law. The Other Party shall ensure that all data that Transdev reasonably requires are provided to Transdev in the form desired by Transdev. The data shall be provided in the manner determined by Transdev.
4. The Other Party shall not make amendments to the agreement (as set out in the offer or quotation), unless Transdev and the Other Party have expressly agreed otherwise in writing. By contrast, Transdev will be entitled to change the size and/or quality of the goods to be delivered and make adjustments to drawings, specifications, etc. If the Other Party believes that such a change or adjustment affects the agreed price, delivery time and/or quality, it shall notify Transdev within eight days, before complying with the changes or adjustments. If Transdev believes that the consequences are unreasonable compared to the nature and scope of the change or adjustment, Transdev will be entitled to terminate the agreement (without judicial intervention being required) without being liable for compensation to the Other Party.
5. If the work to be carried out under the agreement is laid down in specifications, a program of requirements and/or an order confirmation, the Other Party shall warn Transdev of any inconsistencies, inaccuracies and errors in the specifications, the program of requirements and/or the order confirmation it becomes aware of (based on its expertise). The Other Party shall also warn Transdev of any inconsistencies, inaccuracies and errors in instructions and approvals given to the Other Party by Transdev that the Other Party should have noticed.
6. The Other Party shall state in writing in a timely manner which relevant information and/or data it requires of Transdev for the purpose of performance of the agreement. If the Other Party fails to comply with the provisions of the previous paragraph, it will be barred from invoking violation by Transdev of its information obligation in any appeal and/or defence.
7. Before carrying out any work under the agreement, the Other Party shall acquaint itself with all the relevant facts and circumstances at the location and/or in the buildings where the work is to be carried out, including the location of cables and pipes. The Other Party shall take all measures required to carry out the work undisturbed, including relocation of cables and pipes. The Other Party shall arrange for the necessary notifications to central agencies, such as the Cable and Pipeline Information Centre of the Land Registry, in a timely manner.
8. Transdev may at any time appoint a third party as site manager for the work to be carried out within the framework of (the performance of) the agreement.
9. The agreement shall be performed in consultation between Transdev and the Other Party. Transdev reserves the right to change and/or adjust the quality requirements and the implementation method, whatever its nature, scope and duration, to the requirements set by its clients.
10. The Other Party shall keep and use the goods owned by Transdev, including without limitation the materials that Transdev has provided to the Other Party for the purpose of performance of the agreement, with due care, and insure them adequately. These goods remain the property of Transdev. Transdev may at any time request that its goods be returned. The Other Party is obliged to arrange for transfer of all goods on demand.
11. If requested by Transdev, the Other Party shall provide certificates of good conduct for the employees deployed by it. This agreement or the services to be provided or the work to be carried by order of Transdev shall in no way give rise to an employment relationship between Transdev and (the employee) of the Other Party.
12. The Other Party is fully liable for its own work under this agreement, for the work of its employees and for the work of third parties engaged by it. Transdev is not obliged to make any contribution to (income) tax, (social) insurance contributions or other employment-related obligations that are usually at the expense and risk of the employer. The Other Party shall meet its statutory obligations regarding the withholding and payment of (income) tax and social insurance contributions. The Other Party acknowledges that Transdev does not accept any responsibility for health, liability and pension issues with regard to the Other Party, its employees or third parties engaged by it. The Other Party shall indemnify Transdev against any claims from the tax authorities and/or the employee insurance agency, including claims for interest and administrative penalties, with regard to the obligations set out in this article.
13. Both Transdev and the Other Party shall comply with the parties' respective statutory obligations, including without limitation those with regard to safety, health and the environment. The parties shall strive for continuous improvement of their environmental performance. Transdev wishes a relationship with the Other Party that is based on structural monitoring of emissions, waste flows, consumption of raw materials, energy consumption and other environmental aspects and contributes to achieving Transdev's own environmental targets and the provision of information to the various stakeholders. Transdev has translated its responsibility to society into a number of ambitions. Ambitions with regard to travellers, clients, suppliers and employees, but also ambitions with regard to safety, health and the environment. In

addition to the ambitions strictly associated with its transport function, Transdev has wider ambitions relating to its social responsibility. See for more information: www.Transdev.com.

The Other Party is expected to contribute to Transdev's thinking about its corporate social responsibility and its strive for continuous improvement.

The Other Party shall demonstrably comply with legislation and perform its activities safely and with minimum health effects and impact on the environment. In the event of any violation of the above provisions, the Other Party shall immediately notify Transdev.

14. Sanctions under administrative or penal law that are imposed by the government on account of a failure of the Other Party or its employees to comply with statutory provisions, will always be at the expense of the Other Party.

15. Direct and indirect damage and costs incurred by Transdev due to the Other Party's failure to fulfil its obligations (in a timely manner), will be at the expense of the Other Party, and the Other Party shall indemnify Transdev against any claims from third parties in this regard.

16. If the Other Party fails to fulfil one or more of the obligations laid down in Articles 5, 5A up to and including 5F, it will forfeit to Transdev an immediately payable penalty, not subject to any moderation, of € 25,000 (in words: twenty-five thousand euros), without prejudice to Transdev's right to claim full compensation.

Article 5A: Provision of transport services

If the Other Party enters into an agreement with Transdev for the provision of transport services, this agreement will also be subject to Transdev's specific standard conditions.

Article 5B: Provision of procurement, maintenance & repair and/or repair services with regard to the vehicle fleet

If the Other Party enters into an agreement with Transdev for the provision of procurement, maintenance & repair and/or repair services with regard to the vehicle fleet, this agreement will also be subject to Transdev's specific standard conditions.

Article 5C: Provision of interim management services

If the Other Party is an independent interim manager, it shall have a correct VAR statement in the appropriate form (VAR Wuo or VAR Dga), a copy of which it shall provide to Transdev before entering into the agreement.

Article 5D: Provision of contractor services

If the Other Party provides contractor services, the Other Party shall be SCC-certified, written proof of which it shall submit to Transdev. The Other Party shall ensure that its employees have (valid) SCC certificates. Any change in this certification shall immediately be communicated.

Article 5E: Supply of staff

1. If the Other Party supplies staff that is hired by Transdev, the Other Party shall indemnify Transdev against all claims from the employee insurance agency or the tax authorities in connection with taxes and social insurance contributions, in the broadest sense, that become payable in respect of the work to be carried out within the framework of the agreement, such both under the Vicarious Tax Liability Act and the Recipient's Liability Act.

2. If and to the extent that Transdev requests same, the Other Party shall submit a so-called payment history report.

3. In connection with the taxes and contributions referred to in paragraph 1, Transdev may, at its own discretion, either pay a part of the fee payable to the Other Party into a blocked (G-)account of the Other Party, if it has such an account, or pay the relevant amounts directly to the employee insurance agency and the tax authorities. By making such a payment, Transdev will be discharged from its payment obligation to the Other Party in respect of these amounts.

Article 5F: Provision of IT-related procurement services

IMPLEMENTATION

1. The Other Party is obliged to take technical measures to protect and secure the software, including without limitation against viruses.

2. If Transdev has paid a fee for the development or purchase of equipment, software and other materials and/or products that the Other Party will use to carry out its work, such hardware, software and other materials and/or products are owned by Transdev.

BASIC SOFTWARE

1. The source codes of the basic software that the Other Party has delivered to Transdev become co-owned by Transdev.

2. The intellectual property rights in the basic software remain vested in the Other Party, unless the software was co-developed by Transdev or co-developed by a third party at Transdev's expense. To the extent necessary, the Other Party will in that event be obliged to transfer these intellectual property rights to Transdev on demand.

CUSTOMIZED SOFTWARE

1. The Other Party is obliged to transfer the source codes relating to the customized software, as well as the intellectual property rights in the customized software, to Transdev as co-owner. If requested by Transdev, the Other Party shall transfer the intellectual property rights in this software to Transdev by deed. After such a transfer, Transdev will always be entitled to use the source codes at its own discretion.

2. More generally, Transdev will be entitled to continue using the customized software and any ideas regarding methods and techniques developed or acquired in it or by it at its own discretion (for example for third parties).

3. Adjustments to the basic software that the Other Party has delivered to Transdev will be regarded as customized software.

TRANSDEV NEDERLAND HOLDING NV

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Trade register Chamber of Commerce: 30065787 - VAT number: NL 0058.35.070.B.01

Connexion, Veolia Transport Nederland and Witte Kruis are part of Transdev

(SYSTEM) EQUIPMENT

1. The Other Party is obliged to install the equipment or have it installed.

2. If expressly agreed in writing, Transdev will arrange for an appropriate installation site. The Other Party shall expressly state the facilities it needs, such as cabling and telecommunications facilities. If Transdev deems same desirable, the Other Party shall assist Transdev in preparing the installation site. This assistance may include entering into agreements with third parties.

MAINTENANCE OF EQUIPMENT AND/OR SOFTWARE

1. If Transdev requests same, the Other Party will be obliged to provide maintenance services on the equipment and/or the software. The parties will then enter into a maintenance agreement with the usual provisions.

2. The Other Party represents to Transdev that it is able to provide such maintenance services and has sufficient qualified employees for that purpose.

ESCROW

1. If the (co-)ownership of the source codes in the software that the Other Party has delivered to Transdev is not transferred to Transdev, the Other Party will be obliged to give the source codes, together with the explanatory technical documentation belonging to the software delivered to Transdev, to a reputable, specialist third party (escrow agent) for safekeeping.

2. The parties and said third party will then enter into a so-called escrow agreement with the usual provisions.

3. The Other Party will be obliged to give its full cooperation.

Article 6: Delivery (term), transfer of ownership and transport

1. Agreed times are deadlines. If a term is exceeded, the Other Party will be in default by operation of law, without further notice being required. In the event of default, Transdev reserves all rights it has under the agreement and the law. If the Other Party threatens to exceed a delivery term, it shall immediately notify Transdev.

2. The risk and costs of transport (including any export papers), storage, packaging, loss, destruction or damage to the goods (delivery DDP) remain with the Other Party until the goods have actually been delivered to Transdev and installed at the address designated by Transdev and signed for acceptance by an authorized employee of Transdev. The signing of worksheets and/or confirmation receipts shall not be regarded as acceptance by Transdev. Transdev has the right to use delivered goods before their acceptance.

3. The goods become owned by Transdev at the time of their physical delivery to Transdev by or on behalf of the Other Party. Transdev will never accept any reservation of title or other restriction on the ownership of the goods.

4. Partial deliveries are only permitted after the express prior written consent of Transdev.

Article 7: Price and price adjustment

1. All agreed prices are in euros, fixed and binding, exclusive of sales tax, including any other levies.

2. If in the period between the date of the offer or quotation and the date of delivery cost prices increase or, in the event of payment in instalments, cost prices increase between instalments, the Other Party will not be entitled to increase the price charged to Transdev accordingly.

3. If the work is carried out on a cost-plus basis, the detailed conditions regarding the price of this work shall be laid down in the order confirmation.

Article 8: Payments and security

1. All payments by Transdev to the Other Party will be made within 60 (sixty) days after the invoice date, unless the Parties have expressly agreed otherwise in writing. If Transdev fails to pay on time, the Other Party shall put it into default, granting Transdev a reasonable period to still fulfil its payment obligation.

2. The Other Party is obliged to provide Transdev with a proper invoice, itemized in accordance with Transdev's instructions and stating Transdev's purchase order number, everything in compliance with the 1964 Turnover Tax Act.

3. Invoices that are not, incorrectly and/or insufficiently itemized, such as the discretion of Transdev, will not lead to payment, or in any case delay payment. Such a delay is entirely at the expense and risk of the Other Party.

4. Transdev is entitled to set off payments, interest, costs and damage that the Other Party and/or its affiliated companies owe to Transdev and/or its affiliated companies against its own debts to the Other Party and/or its affiliated companies. The Other Party is not entitled to setoff.

5. In the event of late payment by Transdev, the Other Party will not be entitled to charge extrajudicial collection costs and/or interest.

6. As additional security for fulfilment by the Other Party of its obligations to Transdev, Transdev is entitled to request that the Other Party furnish a bank guarantee, which request the Other Party shall immediately comply with.

7. Claims of the Other Party expire after the lapse of one year.

Article 9: Additional work and less work

1. Additional work occurs only if Transdev has expressly consented to such work in writing in advance. Only then will Transdev be obliged to pay for the additional work.

2. Work that must reasonably be deemed to fall under the scope of the agreement, because it is necessary to carry out the work in accordance with the nature and purpose of (the performance of) the agreement and in accordance with the requirements to be set on sound work, will not be regarded as additional work.

3. Additional work is subject to the provisions of both the framework agreement and these Conditions, therefore including the agreed prices (pricing).

Article 10: Tools

1. In carrying out the work, the Other Party shall be responsible for the necessary tools, including without limitation, critical equipment (for contractor services: material

as set out in the VGM Checklist for Contractors (SCC). The Other Party shall ensure that the tools are of sound quality and meet the relevant statutory requirements.

Article 11: Inspection and tests

1. Transdev, its clients and/or third parties engaged by it are at any time during the performance of the agreement entitled to conduct inspections, tests or investigations. The Other Party is obliged to cooperate in, and shall follow any instructions arising from, such inspections, tests and investigations.

2. If an inspection cannot be conducted or completed through the actions of the Other Party, the costs of such an inspection will be at the expense of the Other Party.

Article 12: Warranty

1. The Other Party guarantees Transdev that the work carried out by it will be as agreed between the Parties. The Other Party shall fully guarantee the work carried out/products delivered for a period of at least 24 months.

2. The Other Party guarantees Transdev that the materials used by it and the goods delivered for the work are of good quality, meet the relevant statutory requirements and at least the usual quality, safety, soundness, efficiency, representativeness and professional standards.

3. The Other Party guarantees Transdev that the Other Party and its employees will have sufficient expertise, professionalism and current professional skills during the term of the agreement to perform the agreement at a high quality level.

4. The Other Party guarantees Transdev that the work will be carried out in compliance with all relevant statutory provisions, the decisions arising there from and other regulations and requirements, including without limitation with regard to working conditions, quality, safety, environment and health.

5. The Other Party guarantees Transdev that the Other Party and its employees will comply with the requirements set by Transdev or its clients during the term of the agreement.

Article 13: Penalties

1. The Other Party shall accept as its own all penalties imposed on Transdev or its clients on account of an attributable failure or unlawful act in connection with the agreement(s) entered into between Transdev and the clients of Transdev, to the extent that Transdev has outsourced work under such an agreement to the Other Party.

2. If the Other Party does not fulfil its obligations under the agreement or these Conditions, or not in time or properly, it will forfeit an immediately payable penalty to Transdev, not subject to any moderation, of € 1,000 (in words: one thousand euros) for each violation or each day that the violation continues, subject to the provisions of Article 5 (16), without prejudice to Transdev's right to claim full compensation and without prejudice to Transdev's other rights under the law and this agreement.

Article 14: Liability, indemnification

1. The Other Party shall always be liable for a failure in the performance of the agreement. The Other Party shall indemnify Transdev unconditionally against any liability for damage under the agreement to third parties, including passengers, regardless of the nature, cause and extent of the damage and regardless of whether it concerns personal injury or property damage.

2. The Other Party shall be liable to Transdev for all direct and indirect damage and costs that are caused by or directly related to a failure of the Other Party (including a failure to comply with the timetable), in any case including without limitation damage in the form of extrajudicial costs, covering purchase and lost profits.

3. Force majeure on the part of the Other Party shall be taken to refer to force majeure as defined in generally applicable Dutch law. The Other Party cannot invoke force majeure if a failure is due to a third party engaged by the Other Party for the purpose of the agreement, including without limitation suppliers or transporters, nor in the event of a strike of its own employees or a machine failure or production interruption.

4. The Other Party may only invoke force majeure if it has informed Veolia/Connexion thereof in writing, as soon as possible but in any case within five working days of the occurrence of the force majeure, under submission of sufficient documentary evidence.

5. The Other Party shall be liable for damage caused by its employees or third parties engaged by it.

6. Transdev shall be liable for a demonstrable attributable failure, if it remains in default with respect to an obligation after a proper notice of default. Compensation in the event of such a liability is limited to the amount paid by its liability insurance.

7. If Transdev awards the contract to several (legal) persons, then these (legal) persons will be jointly and severally liable for the proper performance of the agreement and all claims Transdev has against the Other Party.

8. The Other Party shall take out a sufficient liability insurance in respect of the work to be carried out or the goods to be delivered, including without limitation a contractors all risks insurance, it shall submit the insurance policy to Transdev in advance and maintain the insurance and pay the premiums on time. The Other Party shall submit an insurance certificate and/or proof of payment of the premium on Transdev's demand.

Article 15: Intellectual property rights

1. Transdev reserves all intellectual property in the agreements, advice, calculations, models, samples, brochures, logos, goods made available to the Other Party to perform the agreement, computer programs, etc., and derivatives thereof, used in connection with the (performance of) the agreement. The Other Party's right to use is limited to performance of the agreement.

2. All goods manufactured by the Other Party for the purpose of the performance of the agreement, as referred to in paragraph 1 above, become the property of Transdev and shall be sent to Transdev on demand. Unless expressly agreed otherwise in writing in advance, all rights in goods and methods that the Other Party

has developed in cooperation with or on behalf of Transdev are vested exclusively in Transdev.

3. The Other Party is expressly prohibited from reproducing, disclosing, providing to third parties or otherwise giving in use such documents and/or goods, unless with the express written consent of Transdev.

4. The Other Party guarantees Transdev that it is authorized to transfer the goods delivered and that use of these goods will not infringe on the intellectual property rights of third parties. The Other Party indemnifies Transdev against any claims that third parties bring against Transdev for infringement of their intellectual property rights by use of the data made available by the Other Party.

Article 16: Confidentiality

1. The Other Party undertakes towards Transdev to observe strict confidentiality with regard to specifications, drawings, models and/or other business information and know-how provided to the Other Party in connection with (the performance of) the agreement.

2. The Other Party also undertakes to observe confidentiality with regard to all other information it receives within the framework of the performance of this agreement, to the extent that such information is not generally known, such as the fact that Transdev and the customer have entered into an agreement, the contents of the agreement, etc. If demanded by Transdev, the Other Party shall return the information it received.

3. The obligations arising from this article for the Other Party will remain in force for a period of three years after termination of the agreement.

4. If the Other Party fails to comply with one or more of the obligations set out in this article, it will forfeit to Transdev a penalty of € 50,000 (fifty thousand euros), without prejudice to Transdev's right to claim its further damage.

Article 17: Permits

1. The Other Party is obliged to ensure that all permits and exemptions needed for the work to be carried out by it are granted.

2. The Other Party shall indemnify Transdev against claims from third parties arising from the lacking of such permits and/or exemptions.

3. The Other Party shall submit the permits whenever required by Transdev or a third party designated by it.

Article 18: Governing law and choice of forum

1. These Conditions and all agreements to which these Conditions apply are governed by Dutch law. The Vienna Sales Convention CISG regarding the purchase of movable goods does not apply.

2. Any dispute arising from the agreement between the parties shall be settled exclusively by the Utrecht District Court (the Netherlands).

3. In the event of disagreement between Transdev and the Other Party about the content and/or the performance of the agreement, the data in Transdev's records will be decisive.

4. If one or more provisions of the agreement or the Conditions appear not binding, the remaining provisions will remain in force between the parties. The parties shall then replace the non-binding provisions in accordance with the purpose and intent of this agreement or the provision.

5. No right of Transdev under the agreement or the law shall be affected by the fact that the right is not invoked or that a failure in the fulfilment of an obligation by the Other Party is not protested.

6. All costs, both extrajudicial and judicial, including the actual fees for legal assistance, that Transdev incurs to enforce its rights against the Other Party, shall be at the Other Party's expense.

Article 19: Cooperation Transdev group

1. The Other Party agrees in advance that subsidiary companies and/or other entities affiliated with Transdev existing during the term of this agreement may use the agreements applicable between the Parties during the term of this agreement, so that the same conditions apply as are stipulated in the agreement entered into between Transdev and the Other Party.

2. If it appears during the term of the agreement that subsidiary companies and/or other entities now or in the future affiliated with Transdev have agreed more favourable conditions with the Other Party than stipulated in this agreement, then those more favourable conditions shall also apply to Transdev with effect from the date they arose.

3. If it appears during the term of the agreement that subsidiary companies and/or other entities now or in the future affiliated with Transdev have agreed more favourable conditions with another supplier than stipulated in this agreement, and the Other Party does not wish to offer the same conditions, then Transdev will be entitled to terminate this agreement with due observance of a reasonable notice period, which shall never exceed a period of four weeks.

4. If the volumes and/or the conditions change significantly during the term of the agreement, as a result of using the agreement referred to in paragraph 1, then Transdev will be entitled to renegotiate the conditions of this agreement. If the parties then fail to reach agreement, Transdev will be entitled to terminate the agreement with due observance of a reasonable notice period, which shall never exceed a period of four weeks.

Hilversum, January 1st, 2016

Transdev Nederland Holding NV

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