

Delegation of Authority/Power of Attorney

To Whom It May Concern

Delegation of Authority

Northern Parking Services (North East) Ltd (the "Client") (private organisation administering parking under private law) hereby confirms that we have delegated our function of tracing, issuing and collecting of traffic related notices/fines/fees issued to vehicles registered outside the Client's jurisdiction to Euro Parking Collection plc, of Shepperton House, 83-93 Shepperton Road, London N1 3DF, United Kingdom ("EPC") by a service level agreement.

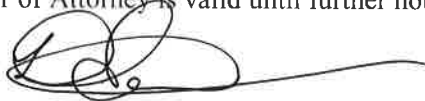
EPC acts on our behalf and the ultimate responsibility lies with the Client. This delegation of authority is granted in accordance with the laws of the Client's country.

Power of Attorney

The Client hereby appoints EPC to be its attorney with authority to act in these matters (as described in the delegation of authority above.) EPC has the authority, in any relevant jurisdiction and on behalf of the Client, to appoint a lawyer or other professionally qualified person to assist EPC in the performance of the delegation described above. This includes bringing any relevant action or other legal proceedings.

This Power of Attorney is valid until further notice.

Signed



Dated

12-05-17

Northern Parking Services (North East) Ltd

Service Level Agreement

1. Parties

- 1.1. Euro Parking Collection plc and its subsidiary Contractum Limited ('EPC Group'), is a business service provider specialising in the administration of traffic related investigations and contraventions incurred by foreign or non-domestic registered vehicles, or by rental vehicles with foreign or non-resident hirers ('FRV').
- 1.2. /Client name/ ('Client') is an approved issuing organisation and wishes to use the EPC Group to identifying the registered owner/keeper/hirer of a FRV recorded by the Client as having contravened local traffic regulations.

2. Service

- 2.1. The EPC Group will
- (i) liaise and where possible obtain the relevant data from the appropriate Vehicle Licensing Agencies ('VLA') and hire companies;
 - (ii) send the relevant notification(s) to the registered owner/keeper/hirer translated into the language of the contravener and with the outstanding amount converted into the local currency with local payment options;
 - (iii) administer all monies received in any relevant currency;
 - (iv) receive communications and liaise with the Client where applicable as per separate instructions.

3. Geographical Coverage

- 3.1. The EPC Group will use its best efforts to obtain the relevant data from the VLAs. Due to domestic regulations, certain VLAs may have restricted disclosure, which will result in limited or no access to the EPC Group. These cases will remain in the EPC database for 12 months from date of contravention, should access be provided. If no access is provided within the period the cases will be closed.

4. Delivery of Data

- 4.1. All relevant information will be transferred by the Client to the EPC Group using predefined instructions, including the file formats used for the transfer of data.

5. Supplementary Client Information

- 5.1. The Client will forward to the EPC Group the following information needed to perform the service:
- (i) Logo – the Client assigns the right for the EPC Group to reproduce its logo on any notifications produced on their behalf, and for any other matters relating to the service;
 - (ii) Legislation, contravention codes, description, location codes and any other relevant information;
- 5.2. The Client shall provide EPC with guidance and instructions ('Business Rules') on the notification procedure. The Business Rules shall stipulate how communications from contraveners should be processed. If no instructions are provided, EPC shall adopt its own internal process for issuing of notifications and handling communication.

6. Reports

- 6.1. Clients will have access to online reports through www.epcplc.com, which will provide details of the status of cases uploaded to the EPC Group. Additional reports such as payout reports and closed cases report will be forwarded monthly via email to the designated email address provided by the Client.

7. Commission and Fees

- 7.1. EPC shall transfer 100% of the monies received to the bank account provided by the Client.
- 7.2. In the event of direct payment to the Client, where the case has been uploaded for collection, the same commission is due. The Client must notify the EPC Group as soon as is practicable of receipt of any such payments for collection to cease.
- 7.3. The EPC Group will invoice the Client monthly and payable after 30 days:
- (i) 30% commission on the amount collected.

8. Currency Risks

- 8.1. The EPC Group shall pay the Client in GBP. The fine value will be converted when the first notification is issued to the currency of the vehicle owner/lessee/hirer. The same currency rate used for the initial conversion will remain throughout the collection process.
- 8.2. The EPC Group shall (for the purposes of reducing the currency exchange fluctuation risk and given the same currency rate remains constant throughout the whole collection process), following any currency conversion and prior to the relevant notification being issued, increase the amount that it calculates (which is based on the European Central Bank spot rate) as the amount payable in the contravener currency, by a marginal percentage to reflect the average rate used by commercial banks for similar payments. The EPC Group will offer payment in the currency of the Client, if requested. The EPC Group shall be responsible for the foreign exchange risks and absorb any foreign exchange differences.

9. VAT

- 9.1. All costs are exclusive of VAT where applicable.

10. Unidentified Payments

10.1. The EPC Group will receive payments which, despite investigations, cannot identify the payer and, therefore, the Client relevant to the case. For unidentified payments which cannot be refunded, EPC shall use this fund to pay for improvements in the collection of cases that shall generally benefit the Client as a whole, such as lobbying for an integrated European collection policy, obtaining access to previously unavailable VLAs, improvements in collection methods, systems development or covering the legal pursuit of contraveners who refuse to pay.

11. Force Majeure

11.1. Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The Client and the EPC Group shall not be liable for any special incidental, indirect or consequential damages arising out of or in connection with the supply of the service or failure of supply of the service. Notwithstanding any other provision contained within this terms and conditions, the Client and the EPC Group shall not be liable for any failure to provide or for any delay in providing the service hereunder by reason of war, riot, explosion, fire, flood, strike, industrial action or computer failure or any other cause beyond the reasonable control of the Client and the EPC Group.

12. Economic Loss

12.1. The Client and the EPC Group cannot be held responsible for any changes to laws in countries where they operate, or for any loss of income that may arise from any such changes. In no circumstances shall the Client and the EPC Group be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof: a. for any increased costs or expenses, b. for any loss of profit, business, contracts, revenues, or anticipated savings or c. for any special indirect or consequential damage of any nature whatsoever arising directly or indirectly out of the provision of tracing contraveners and endeavours to achieve collection of cases.

13. Governing Law and Arbitration

13.1. This Agreement shall be governed by and construed in accordance with the law of the England and Wales.
13.2. The EPC Group will adhere at all times to the Code of Practice of the Approved Operator Scheme administered by the British Parking Association.

14. Assignment

14.1. Except as set out herein, such as debt collections, the parties have no right, without the other's permission in writing, to assign or subcontract its rights duties or liabilities in this service agreement. Such permissions not to be unreasonably withheld or delayed.

15. Data Protection

15.1. The Client agrees that under no circumstances any member of its staff shall disclose to any person outside the Client; a. any personal information held on any the EPC Group's database; b. any technical information such as but not limited to collection procedures or collection rates; c. any passwords or user names. The Client and the EPC Group agree to comply with the Data Protection Act 1998 and amendments. The Client and the EPC Group agree to follow the European Data Protection laws Data Directive 94/95/EC of the European Parliament of 24 Oct 1995 and amendments.

16. Exclusivity

16.1. The Client agrees to solely and exclusively use the EPC Group for the above service as specified in this agreement for the duration of this agreement.

17. Agreement Length

17.1. This Agreement shall be valid for 24 months from the date of acceptance. It shall be automatically renewed after each period, for a further 24 months, unless it is specifically terminated by either party.
17.2. Either party can terminate this Agreement by giving three (3) months' written notice to the other party at any time.

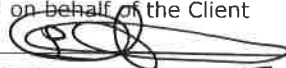
18. Announcements

18.1. The parties agree that they are allowed to publicly announce their collaboration.

19. Limitation of Liability

19.1. ~~Notwithstanding anything contained in the agreement, the EPC Group's liability to the Client in respect of the terms and conditions, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the value collected and paid for the last 3 months prior to the alleged breach.~~
J 11/05/2017

For and on behalf of the Client


Name **DARREW JAMES**
Position **DIRECTOR**
Date **12/05/17**

For and on behalf of Euro Parking Collection plc and Contractum Ltd

Name
Position
Date