

EETS Domain Statement v. 4.0

---OVERVIEW OF CHANGES---

This document contains a summary of the main changes made in the documentation of the European Electronic Toll Service (hereinafter referred to as "EETS") Domain Statement compared to version 3.0, which was published by Národná diaľničná spoločnosť, a.s. (National Motorway Company) as the Toll Collection Administrator on its website on 18/07/2023. The changes made in the EETS Domain Statement version 4.0 affect the documents listed below in the following scope:

EETS DOMAIN STATEMENT

1. On the opening page, the effectiveness of the update (change) of the EETS Domain Statement following the modification of the EETS Contract on the effectiveness of some changes for the EETS Provider (specifically, changes to the Schedule of Charges, the methodology for calculating the Remuneration and KPI and SLA parameters) has been modified in the third paragraph.
2. In Article 2.1.2, the requirements for the content of the WhiteList have been modified, i.e. the requirement for data on EETS Users has been removed.
3. In Article 2.4.2, the period after which the Toll Collection Administrator is entitled, but not obliged, to temporarily block the EETS Provider, has been extended.
4. In accordance with the Directive, Article 2.6.2 specifies that the required amount of the Collateral for the first 12 (twelve) Months of EETS provision shall be determined on the basis of the planned average Monthly Toll collection according to the business plan of the EETS Provider; furthermore, then the requirement for the rating of banks providing a bank guarantee has been adjusted, and at the same time, the period after which the Toll Collection Administrator is entitled to claim their due claims from the Collateral has been extended.
5. In Article 2.6.3, the requirement for the minimum amount of insurance for the entire term of the EETS Contract has been changed to a minimum amount of EUR 15 million, and the deadlines within which the EETS Provider is required to submit a copy of the concluded insurance contract, insurance policy or confirmation from the relevant insurance company to the Toll Collection Administrator have also been modified.
6. In Article 2.6.4, the EETS Provider's entitlement to complain about the calculation of the Remuneration and the time limit for settling the complaint have been added, and any potential interpretive ambiguities regarding the application of the correction coefficient to the EETS Provider's Remuneration for operating active OBEs have been removed, and thus the fact that the Toll Collection Administrator shall apply the correction coefficient for this part of the Remuneration based on the reasons given in the individual bullets is still applicable. At the same time, the period from which the EETS Provider's Remuneration for operating active OBEs is adjusted (indexed) has been established, as well as the period during which the Toll Collection Administrator will not unilaterally reduce the rates for calculating the EETS Provider's Remuneration, which is followed by the addition of the last sentence in Article 2.6 .5.
7. In Article 2.6.6, according to the designation of the Article, it has been specified that it refers to the procedure in the case of malfunctions on the part of the EETS Provider.
8. In Article 3.1, the deadline for issuing the Instruction for start of provision of EETS has been removed, and it will be determined solely in Article 5 point 5.2. EETS Contract.
9. Due to the modification of Article 5 point 5.3. EETS Contract, the part of Article 3.9 regulating the correction of the set SLA values and also the correction of contractual penalties has been removed. Contractual penalties for non-compliance with the SLA values shall not be applied during the Trial Operation, however, this shall not affect the claims of the Toll Collection Administrator for compensation for damage, as well as for withdrawal from the EETS Contract. The Toll Collection Administrator shall prepare a KPIs and SLAs Fulfillment Report once a month.

FUTURE EETS CONTRACT

10. There are only minor changes here, which do not affect the already concluded Future EETS Contracts. In points 6.3. and 6.4., the reasons for withdrawal from the Future EETS Contract have been clarified and any potential interpretation ambiguities have been removed.

EETS CONTRACT

11. In point 5.1., the EETS Provider's obligation to make changes to the Interoperability Constituents which may affect the operation of EETS, only upon the Toll Collection Administrator's approval, has been added.
12. In point 5.2., the deadline for delivery of the Instruction for start of provision of EETS to the EETS Provider has been modified.
13. In point 5.3, it has been modified that contractual penalties for non-compliance with the SLA values shall not be applied during the Trial Operation, however, this shall not affect the claims of the Toll Collection Administrator for compensation for damage, as well as for withdrawal from the EETS Contract. Any contractual penalties for other violations of the EETS Provider's obligations during the Trial Operation shall be applied in the relevant Month up to the maximum amount of the EETS Provider's Monthly Remuneration.
14. In point 6.2. it has been specified that in the event of substantial changes to the EMS, the Toll Collection Administrator will inform the EETS Provider well in advance, taking into account the re-Accreditation period, so that the EETS Provider will be able to obtain re-Accreditation no later than one Month before the modified EMS is put into operation. The part about the EETS Provider's obligation to cover the costs of the re-Accreditation due to the EMS change not caused by the EETS Provider has also been removed.
15. Point 7.1. is related to point 6.2. and regulates the obligation to pay the fee for the Accreditation or part of the Accreditation, if the changes caused by the EETS Provider will require a new Accreditation or the repetition of a certain stage of the Accreditation. Following that it has been determined what amount of fees will be applied as for the new Accreditation or for re-taking of a certain stage of the Accreditation.
16. In point 7.2., the effective date of the change of the Schedule of Charges to the EETS Provider has been modified, and at the same time, the original contradiction of the fact which version of the Schedule of Charges will be used if it is changed and the EETS Provider requests performing of a chargeable act has been removed.
17. In point 7.5., the effective date of the change in the Remuneration calculation methodology to the EETS Provider and the EETS Provider's entitlement to complain about the Remuneration calculation and the deadline for settling such a complaint have been modified.
18. In point 7.6., the Toll Collection Administrator's entitlement to set off unpaid receivables has been removed.
19. In point 8.1., the deadline for informing the EETS Provider about the proposed planned change of the relevant KPIs and prescribed SLA values, the possibility of negotiating a change which is not binding for the Toll Collection Administrator, and the effective date of the change of the relevant KPIs and prescribed SLA values have been modified. In the event of a change to Annex 5 not affecting the relevant KPIs and prescribed SLA values, it has been established that for the changes to Annex 5 to the EETS Contract regulating the parameters of the quality of EETS provision to be effective, the date set for the effect of the change of the Schedule of Charges shall be applied.
20. The last sentence has been added to point 11.6., according to which the Toll Collection Administrator shall not be held responsible for any Provider's losses in the income if they decide to cancel any of their duplicate Toll transactions.
21. In relation to Article 2.4.2 EETS Domain Statement, the period after which the Toll Collection Administrator is entitled, but not obliged, to temporarily block the EETS Provider, has been extended in point 12.7.
22. In point 13.7., there is a reciprocal modification of the Parties' entitlement to assign claims upon the consent of the other Party, original point 13.8. has been removed and the original points 13.9. to 13.11. have been renumbered.
23. The method for calculating the Re-calculated Toll in the event that the EETS Provider fails to send all data about the movement of Toll Charged Vehicles on the Specified Road Sections to the Toll Collection Administrator, or if missing data are caused by a breach of the EETS User's obligation, has been added to point 14.2. The Re-calculated Toll shall be determined based on the actual distance travelled, however, if such distance cannot be determined, the Toll Collection Administrator reserves the right, pursuant to Sect. 25 (5)d) Act on Toll Collection, to calculate the Re-calculated Toll from the length of 650 km and the corresponding Toll

Rate; this calculation shall also be used to calculate the lost Toll as part of the compensation for damage claimed against the EETS Provider.

24. In point 16.1., there is an extension of the deadlines for the submission of documents as part of the inspection carried out by the Toll Collection Administrator at the EETS Provider.
25. Point 17.10. contains closer specification of subcontractors' activities within the EETS provision; this listing of activities shall not affect the position and obligations of the EETS Provider towards the Toll Collection Administrator or towards EETS Users.
26. Article 18 modifies the EETS Provider's obligations in ensuring cyber security in connection with the special nature of EETS. Provisions according to which the Toll Collection Administrator declares the fulfillment of obligations in the area of cyber security and personal data protection in accordance with the Legal Regulations have also been added.
27. In Article 19, there is a review of the amounts of contractual penalties, as well as the reasons for the application of the contractual penalties, taking into account the importance of the secured obligations, the risks of the Toll Collection Administrator and the amount of potential damage. In relation to the breach of an obligation secured by a contractual penalty, it has also been modified that the claim for damages shall be applied only to the amount exceeding the contractual penalty. The aggregate amount of contractual penalties for the period of every 12 Months is limited to 30% of the amount of the EETS Provider's Remuneration for the previous 12 Months, however, no less than to the amount of EUR 100,000, which is also applicable for the first 12 months of the EETS Contract term.
28. In Article 20, the requirement for the minimum amount of insurance for the entire term of the EETS Contract has been changed to a minimum amount of EUR 15 million.
29. In point 23.4., the reasons for withdrawal from the EETS Contract by the Toll Collection Administrator have been modified.
30. In point 23.5., the reasons for withdrawal from the EETS Contract by the EETS Provider have been modified.
31. Point 24.6. reflects on the special notification procedures, which are governed also by other provisions of the EETS Contract.
32. New point 24.8. has been added, which regulates the consequences of Force Majeure on the fulfillment of the Parties' obligations under the EETS Contract and defines the Parties' obligations in the event of the occurrence of circumstances representing Force Majeure.
33. The EETS Provider's obligation to provide registration in the PSPR also by their subcontractors if the subcontractors are public sector partners, has been added in point 24.12.

QUALITY PARAMETERS FOR THE PROVISION OF EETS

34. The second sentence has been added in Article 2.1. point 4, which expresses the rebuttable presumption that if incorrect evaluation of the SLA parameters in the KPI and SLA Fulfillment Report is proven by the EETS Provider, the Toll Collection Administrator will be obliged to reconsider the SLA parameter evaluation even after the deadline for commenting on the KPI and SLA Fulfillment Report.
35. KPI parameter - Incorrectly charged Toll - the number of penalty points for non-compliance with the SLA parameter shall be reduced.
36. KPI parameter - Unreported Toll - the number of penalty points for non-compliance with the SLA parameter shall be reduced.
37. KPI parameter - Correctness of OBE setting - the number of penalty points for non-compliance with the SLA parameter shall be reduced.
38. KPI parameter - Troubleshooting EETS errors and malfunctions - the number of penalty points for non-compliance with the SLA parameter shall be reduced.

GLOSSARY OF TERMS

39. Following the modification of the consequences of Force Majeure in point 24.8. EETS Contract, the term Force Majeure has been defined.

SCOPE OF CUSTOMER SERVICE

40. The provisions that allowed agreeing on the so-called "higher standard" of Customer Service with the EETS Provider have been removed. If it is necessary to provide an additional scope of Customer Service for EETS, the conditions for access to such service will be defined for each EETS Provider transparently.
41. In point 2.3, it has been specified that the Customer Services for Slovak customers (EETS Users) at least in the Slovak and English languages are provided on the territory of the Slovak Republic only. There are no specific language requirements for the provision of Customer Services outside the territory of the Slovak Republic.
42. In point 2.3, there is a modification according to which, in accordance with the Directive, the EETS Provider will provide the Toll Collection Administrator with at least a hyperlink on which the EETS Provider has a policy for concluding contracts with EETS Users published.