# **Future Contract for the Provision of the European Electronic Toll Service**

concluded pursuant to Section 13 (1) of the Act No. 474/2013 Coll. on the Collection of Tolls for the Use of Specified Road Sections, and on amendments and supplements to certain acts, as amended, and Section 269 (2) and Section 289 et seq. Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Future EETS Contract")

# by and between

# Národná diaľničná spoločnosť, a. s.

Registered office: Dúbravská cesta 14, 841 04 Bratislava

Company ID (IČO): 35 919 001 VAT ID (IČ DPH): SK2021937775

Bank: Tatra banka, a.s.

IBAN: SK04 1100 0000 0026 2022 4960

Registered in the Business Register at the Municipal Court of Bratislava III; Section: Sa, Insert No.: 3518/B

Statutory body: Ing. Filip Macháček, Chairman of the Board of Directors and the General Director,

and Ing. Peter Braška, MBA, Member of the Board of Directors

(Hereinafter referred to as "Toll Collection Administrator")

And

# Company: [•]

Registered office: [•]

Company ID: [•]

VAT ID: [●]

Bank: [•]

IBAN: [•]

Registered in the Business Register at the District Court of [•], Section [•], Insert No. [•]

[An alternative form of registration of a foreign company]

Statutory body: [•]

(Hereinafter referred to as the "EETS Provider")

(The Toll Collection Administrator and the EETS Provider are hereinafter referred to separately as "the Party" or jointly as "the Parties").

#### Article I

#### **Definitions and the Order of Precedence**

- 1.1 Capitalized terms shall have the meaning given in Annex 1 to this Future EETS Contract or the interpretation ascribed to them in the relevant provision of this Future EETS Contract.
- 1.2 The provisions of the Future EETS Contract itself (the body) take precedence over its annexes. The EETS Domain Statement takes precedence over the other annexes to the Future EETS Contract. The Future EETS Contract and its annexes take precedence over other documents that are to become part of the Future EETS Contract, unless otherwise expressly provided in such documents. Amendments to the Future EETS Contract change its content only to the extent expressly agreed upon by and between the Parties, while the other terms of the Future EETS Contract shall remain unaffected.

#### Article II

# **Subject Matter of the Future EETS Contract**

- 2.1 The subject matter of this Future EETS Contract is the implementation of the legal obligation of the Toll Collection Administrator, pursuant to Section 13a (1) of the Toll Collection Act, to create a test environment, and the implementation of the obligation of the EETS Provider to undergo, pursuant to Section 12 (16) of the Toll Collection Act, an accreditation process, in which the Toll Collection Administrator or a person authorised by the Toll Collection Administrator may verify whether, the EETS Provider's Interoperability Constituents are suitable for use in the EETS Domain for which the Toll Collection Administrator is responsible (hereinafter referred to as "Accreditation"). The Accreditation process is governed by the EETS Domain Statement, which forms Annex 2 to the Future EETS Contract. The Toll Collection Administrator shall be entitled to require the EETS Provider or its authorized representative to pay charges and costs associated with the Accreditation process as set out in the Schedule of Charges, attached as Annex 3 hereto, but which the Toll Collection Administrator is entitled to reasonably vary unilaterally.
- 2.2 The subject matter hereof furthermore includes an undertaking by the Parties to enter into the EETS Contract on the terms and conditions set out below while, at the same time, setting out minimum terms and conditions for the protection of confidential information.
- 2.3 The EETS Provider undertakes to make every effort to fulfill the conditions for the approval of the Technical and Operational Concept of the EETS Provider by the Toll Collection Administrator, which is a prerequisite for carrying out tests to verify the suitability for the use of the Interoperability Constituents. The Toll Collection Administrator undertakes to provide the necessary cooperation that may be reasonably requested from the Toll Collection Administrator to enable the proper Accreditation of the EETS Provider and the proper conclusion of the EETS Contract with the EETS Provider.

- 2.4 If, within the timeframe set out in the EETS Domain Statement, the Legislation, and this Future EETS Contract, or within an additional reasonable period of time granted by the Toll Collection Administrator, the EETS Provider fails to demonstrate compliance with all the conditions imposed on the Interoperability Constituents, or fails to submit the required documents or provide the information required by the EETS Domain Statement and the Legislation, or fails to fulfill any of the conditions necessary to achieve the Accreditation or conclude the EETS Contract, as applicable under the Future EETS Contract, the Toll Collection Administrator shall not be obliged to conclude the EETS Contract with the EETS Provider and shall be entitled to withdraw from the Future EETS Contract pursuant to Clause 6.3 of the Future EETS Contract. The Accreditation procedure and other conditions for concluding the EETS Contract are regulated by the EETS Domain Statement, whereby:
  - a) The deadline for providing information to the EETS Provider shall be five (5) working days from the entry into force of the Future EETS Contract under the EETS Domain Statement;
  - b) The deadline for the submission of the EETS Provider's Technical and Operational Concept shall be six (6) calendar weeks from the entry into force of the Future EETS Contract under the EETS Domain Statement;
  - c) The deadline for the completion of the Accreditation procedure shall be twelve (12) Months from the entry into force of the Future EETS Contract under the EETS Domain Statement.
- 2.5 The Toll Collection Administrator undertakes to start the testing of the Interoperability Constituents within the deadline that the Parties agree upon by the procedure according to the EETS Domain Statement upon the notification of the EETS Provider's readiness to start testing under the EETS Domain Statement.
- 2.6 If (i) the EETS Provider successfully passes the Accreditation process and fulfills the conditions of Gate 0, Gate 1, Gate 2, Gate 3, and Gate 4 of the Accreditation process under the EETS Domain Statement, (ii) the Toll Collection Administrator issues a Certificate of Suitability of the Interoperability Constituents for use, and (iii) the Toll Collection Administrator has no overdue receivables from the EETS Provider, all of these within five (5) calendar days of the cumulative fulfillment of all the above conditions, the Toll Collection Administrator shall invite the EETS Provider, pursuant to the Clause 3.8.2 of the EETS Domain Statement, to conclude the EETS Contract and to submit the additional documents, pursuant to Clause 2.7hereof.
- 2.7 The EETS Provider undertakes to submit the given insurance documents to the Toll Collection Administrator upon the aforementioned request, pursuant to the conditions under Section 2.6.3 EETS Domain Statement, the Collateral documents made in line with the terms of Section 2.6.2 EETS Domain Statement, and the draft EETS Contract prepared according to the binding template which forms Annex 11 to the EETS Domain Statement, signed by the person authorized to act for the EETS Provider, in five (5) copies.

- 2.8 The Toll Collection Administrator undertakes to sign the EETS Contract within fourteen (14) working days after the cumulative fulfillment of the conditions set out in Sections 2.6 and 2.7 hereof and the registration of the EETS Provider in the Register of Public Sector Partners, but not earlier than five (5) working days after the EETS Provider submits the signed draft EETS Contract.
- 2.9 If the EETS Provider requires harmonization adjustments to the ETC system during the course of the Accreditation, it shall communicate its requirements to the Toll Collection Administrator in writing. The Toll Collection Administrator shall be entitled to refuse requests for such adjustments. If such adjustments could affect or jeopardize the proper and continuous functioning of the ETC system and/or the EETS of the other EETS Providers, the Toll Collection Administrator shall always refuse requests for harmonization adjustments. The Toll Collection Administrator shall send a written opinion on the refusal to the EETS Provider within thirty (30) calendar days from the date of receipt of the EETS Provider's request at the latest; in complex cases, where the EETS Provider's requests require expert assessment, the deadline thereof may be extended by a further thirty (30) calendar days, even repeatedly. The Toll Collection Administrator shall inform the EETS Provider of the extension of the deadline for sending the Toll Collection Administrator's written opinion, without undue delay always before the expiry of the original deadline. All the ETC system adjustments agreed by the Toll Collection Administrator shall be carried out at the EETS Provider's expense with a surcharge of 15% to cover the Toll Collection Administrator's expenses for the provision, management, and coordination of the ETC system adjustments.
- 2.10 The EETS Contract and the issuance of the Instruction for the start of provision of EETS are a prerequisite for the start of provision of EETS.
- 2.11 The Parties are obliged to comply with the deadlines and the Accreditation procedure set out in the EETS Domain Statement, Legislation and this Future EETS Contract.
- 2.12 Charges or costs charged by the Toll Collection Administrator shall be payable within fourteen (14) calendar days from the invoice date pursuant to the Future EETS Contract and the EETS Domain Statement. All invoices shall be delivered to the contact addresses of the Parties set out in Annex 4 to this Future EETS Contract. Details on the delivery of the invoices and the possibility of delivering invoices electronically are regulated in the EETS Domain Statement.
- 2.13 In the event that the Accreditation process has been unsuccessful for a reason not attributable to the EETS Provider and, at the same time, the Future EETS Contract was terminated, the Toll Collection Administrator shall not be entitled to the Accreditation Charge, even in part. The entire Accreditation Charge above shall be refunded to the EETS Provider within thirty (30) calendar days from the date of the termination of the Future EETS Contract. For the avoidance of the doubt, only demonstrable deficiencies

in the ETC system provided by the Toll Collection Administrator shall be considered to be a reason not attributable to the EETS Provider.

#### Article III

#### **Public Information**

- 3.1 The Parties agree that the contents hereof, as well as the information they have provided to each other prior to the conclusion hereof, do not constitute business secrets within the meaning of Legislation, or are not confidential, unless either Party so determines by written notice to the other Party with a sufficient justification.
- 3.2 The EETS Provider acknowledges that the Future EETS Contract shall be published in the Central Register of Contracts maintained by the Government Office of the Slovak Republic pursuant to Section 47a (1) of Act No. 40/1964 Coll., the Civil Code, as amended, in connection with Section 5a (1) and (6) of Act No. 211/2000 Coll. on Free Access to Information, and on amendments and supplements to certain acts (the Freedom of Information Act), as amended.

# **Article IV**

#### **Confidentiality of Information**

- 4.1 All documents, papers, plans, drawings, sketches, programs, data and information relating to the operation and maintenance of the ETC system, the EETS Operator's Technical and Operational Concept, as well as any other information that comes to the attention of the Parties in connection with the Future EETS Contract, of which the publication or any other disclosure to the public or to state and local authorities, courts or other public bodies is not required by applicable Legislation, shall be considered confidential by the Parties and the Parties shall not be entitled to disclose such confidential information to any third party, unless otherwise specified herein. This confidential information will not be considered to be information that:
  - 4.1.1 Was publicly available or known at the time of its use or disclosure, unless its public availability or knowledge did not occur due to a breach of a legal or contractual obligation; or
  - 4.1.2 Is provided in accordance with Legislation to the Party by a third party, who is not involved in any way in the construction, operation or maintenance of the ETC system, and who has the right to freely dispose of such information and disclose such information to the third parties.
- 4.2 The Parties undertake that, without the prior written agreement of the other Party, they will not:
  - 4.2.1 Use such confidential information for purposes other than for the provision of the EETS and the fulfillment of the obligations under the Future EETS Contract, in particular for the purposes of

- obtaining a contract for the provision of other services or for the purposes of any third party projects;
- 4.2.2 Disclose or otherwise provide such confidential information to any third party, except to the persons involved in the performance of supplies or services to the Parties in connection with the Future EETS Contract or the EETS Contract. However, confidential information may be disclosed to such persons only to the extent to which they need to know the same for the purposes of the activities they are engaged in to perform supplies or services for the Parties in connection with the Future EETS Contract or the EETS Contract provided that they will be bound to keep such information confidential as if they were a party to the Future EETS Contract.
- 4.3 If any government or local government authorities, court or other public authority request the disclosure of any confidential information pursuant to this Article IV of the Future EETS Contract, the Party shall promptly notify the other Party of such a fact and provide the other Party with an opportunity to comment on such a request. The obligations of the Parties under this Article IV of the Future EETS Contract shall survive the termination of the Future EETS Contract without time-limited restriction. For the avoidance of doubt, the Parties state that the obligations under Article IV of the Future EETS Contract shall survive even in the event of withdrawal from the Future EETS Contract.

# Article V

# **Contractual Penalties**

- 5.1 If the EETS Provider breaches any of the obligations set out in Article IV of the Future EETS Contract, the Toll Collection Administrator shall be entitled to demand a payment of a contractual penalty of EUR 33,000 (in words: thirty three thousand) for each such breach of the obligation in question.
- 5.2 If the Toll Collection Administrator breaches any of the obligations set out in the Article IV hereof, the EETS Provider shall be entitled to demand a payment of a contractual penalty of EUR 33,000 (in words: thirty three thousand) for each such breach of the obligation in question.
- 5.3 If the EETS Provider is in default with the payment of any monetary claim of the Toll Collection Administrator, the Toll Collection Administrator shall be entitled to claim a contractual penalty of 0.05% of the amount due per each day of delay in the payment of the monetary claim.
- 5.4 Payment of the contractual penalty does not exclude the right of the Party to compensation for damages in the full amount, to a payment of which the injured Party is entitled by virtue of the breach of the obligation to which the contractual penalty relates, or the right of the Party to withdraw from the Future EETS Contract, if applicable. Withdrawal from the EETS Contract does not extinguish the entitlement to the payment of any contractual penalty.

5.5 The contractual penalty to which the injured Party is entitled hereunder, shall be payable by the other Party within thirty (30) calendar days from the date of delivery of the invoice by the entitled Party to the other Party, while for the purposes of invoicing contractual penalties, the provisions of Section 2.12 of this Future EETS Contract shall be reasonably applied.

#### Article VI

#### Duration

- 6.1 The Future EETS Contract shall be concluded for the time period until the conclusion of the EETS Contract.

  This is without prejudice to the rights and obligations of the Parties which, by their nature, are intended to survive the termination of the Future EETS Contract, in particular, but not limited, to the rights and obligations set out in Clause 6.10 hereof.
- 6.2 This Future EETS Contract may be terminated by the agreement of the Parties in writing; the effects of termination hereof shall take effect at the time specified in such an agreement. If such time has not been determined by the agreement, the effects shall take effect on the date of the conclusion of such an agreement.
- 6.3 The Toll Collection Administrator shall only be entitled to withdraw from the Future EETS Contract in the following cases:
  - 6.3.1 The EETS Provider fails to fulfill the conditions for concluding the EETS Contract in accordance with Article 3.8.2 of the EETS Domain Statement and respecting the agreements of the Parties according to Section 2.4 hereof,
  - 6.3.2 The revocation of the EETS Provider's authorization to provide the EETS enters into force;
  - 6.3.3 The loss of EETS Provider's any other authorization required by the Legislation for the provision of the EETS enters into force;
  - 6.3.4 The EETS Provider has ceased to meet any of the conditions for the granting of the EETS Authorization pursuant to Section 14 of the Toll Collection Act, and did not seek redress even within the additional reasonable deadline provided in writing by the Toll Collection Administrator,
  - 6.3.5 The EETS Provider has not met any of the obligations required under the Toll Collection Act, even within the additional reasonable deadline provided in writing by the Toll Collection Administrator,

- 6.3.6 The EETS Provider has failed to pay any charges or cost charged by the Toll Collection Administrator hereunder and under the EETS Domain Statement despite a written notice and an additional period of time, which shall not be less than ten (10) calendar days;
- 6.3.7 The EETS Provider has failed to fulfill any of the conditions set out in the EETS Domain Statement, even within an additional reasonable period of time provided in writing by the Toll Collection Administrator;
- 6.3.8 If significant errors have been found in the Technical and Operational Concept which cannot be rectified even within an additional time period provided in writing by the Toll Collection Administrator for the processing of the Technical and Operational Concept;
- 6.3.9 In the event of three unsuccessful attempts of any of the Individual Tests;
- 6.3.10 In the event of three unsuccessful attempts of the Comprehensive Test;
- 6.3.11 In the event of the second unsuccessful retake of the Pilot Operation (i.e., Pilot Operation was not successfully carried out even on the third attempt);
- 6.3.12 If the EETS Provider is delayed in meeting any of the deadlines set out for the Accreditation procedure according to the EETS Domain Statement, and does not seek redress, even within an additional reasonable period of time provided in writing by the Toll Collection Administrator, which shall not be less than five (5) calendar days; (for the avoidance of doubt, if the EETS Provider fails to complete the Accreditation procedure within the deadline set out in Section 2.4c) hereof, the reason for withdrawal according to Section 6.3.13 hereof shall be applied),
- 6.3.13 if the EETS Provider fails to complete the Accreditation procedure within the deadline set out in Section 2.4 c) hereof,
- 6.3.14 The EETS Provider has entered into liquidation;
- 6.3.15 A final decision of a competent court confirms that the EETS Provider is insolvent;
- 6.3.16 The ETC system is terminated and not replaced by a new ETC system;
- 6.3.17 The Toll Collection Administrator ceases to operate and has not been replaced by another entity.
- 6.4 The EETS Provider shall only be entitled to withdraw from the Future EETS Contract in the following cases:
  - 6.4.1 The loss of EETS Provider's any authorization required by the Legislation for the provision of the EETS enters into force;

- 6.4.2 The EETS Provider enters into liquidation;
- 6.4.3 A final decision of a competent court confirms that the EETS Provider is insolvent;
- 6.4.4 The EETS Provider ceases its activities.
- 6.5 A withdrawal from the Future EETS Contract shall take effect upon delivery of a written notice of the withdrawal to the other Party, or at a later date specified in the written notice of withdrawal from the EETS Contract.
- The Parties agree that, in the event of withdrawal from this Future EETS Contract, the Parties will not have the obligation to return the performance that was provided before the withdrawal from the Future EETS Contract, including the charges paid (even in part), unless this Future EETS Contract expressly provides otherwise, except in the event that the Toll Collection Administrator withdraws from the Future EETS Contract for reasons other than those related to the EETS Provider, in particular, but not exclusively, for the reason according to point 6.3.16 or 6.3.17 of this Article VI hereof.
- 6.7 Either Party shall be entitled to terminate the Future EETS Contract for the same reasons, for which it is entitled to withdraw from the Future EETS Contract. The EETS Provider shall be entitled to terminate the Future EETS Contract without giving any reason. In relation to the return of performance provided before the termination of the Future EETS Contract, Clause 6.6 hereof shall apply *mutatis mutandis*.
- 6.8 Any termination hereunder shall be made in writing and delivered to the other Party; it shall state the reason for the termination and a specific description of the facts giving rise to the termination (except in the case, where the EETS Provider has terminated the Future EETS Contract without giving any reason).
- 6.9 The termination period shall be one (1) Month and shall commence on the first day of the Month following delivery of written notice to the other Party.
- 6.10 Upon termination of this Future EETS Contract, the obligations to maintain the confidentiality of information under the Article IV hereof, as well as the obligations of the Parties to pay the contractual penalty for the breach of the obligations under the Article V hereof, shall not expire.

#### Article VII

# **Final Provisions**

7.1 The Toll Collection Administrator shall be entitled to assign all or some of the rights and obligations arising from the Future EETS Contract, i.e., all or part of the Future EETS Contract, to any third party, in particular to a person who is, in accordance with Legislation, authorized to act as a Toll Collection Administrator, without the prior consent of the EETS Provider and without the need to conclude an amendment to the

Future EETS Contract. The Toll Collection Administrator undertakes to notify the EETS Provider of the assignment of all the rights and obligations under the Future EETS Contract in writing without undue delay. If the Legislation requires an approval by, or agreement with, the EETS Provider to make the assignment of all or some of the rights and obligations arising from this Future EETS Contract valid, the EETS Provider undertakes to enter into a new Future EETS Contract or an amendment hereto with a third party, to whom the rights and obligations resulting from this Future EETS Contract have been assigned, so that the Accreditation process can be successfully completed and the EETS Provider become eligible to provide EETS for the EETS Domain. All acts in the Accreditation procedure carried out up to the date of the assignation of the rights and obligations under the Future EETS Contract shall remain effective after the assignation of the rights and obligations under the Future EETS Contract.

- 7.2 This Future Contract shall enter into force on the date of its signing by both Parties.
- 7.3 The Future EETS Contract shall enter into effect on the day following the day of its publication in the Central Register of Contracts maintained by the Government Office of the Slovak Republic pursuant to the Section 47a (1) of Act No. 40/1964 Coll., the Civil Code, as amended, in connection with the Section 5a (1) and (6) of the Act No. 211/2000 Coll. on the Free Access to Information, and on amendments and supplements to the certain acts (the Freedom of Information Act), as amended.
- 7.4 The Future EETS Contract may only be amended and supplemented in the form of written amendments numbered in ascending order signed by both Parties, which, when signed by the other Party, shall become an integral part hereof.
- 7.5 Whenever the Future EETS Contract and/or the EETS Domain Statement requires the execution and/or delivery of the consents, certificates, approvals, decisions, notices, applications and other documents explicitly specified in the EETS Domain Statement by any person, they shall be made in writing and delivered in personally, by a courier service, or by a registered mail through a postal licensee, and shall be deemed to have been delivered at the moment of their delivery (in the case of a delivery in person), or at the time of receipt of the delivery note (in the case of delivery by the courier service or through a postal licensee). Section 45 Act 40/1964, Civil Code, as amended, shall apply to the effects of delivery in the case of non-accepted and/or rejected mail accordingly. All of the foregoing documents and all of the notices, materials, documents, letters, deliverables, documents, minutes, and/or other writings shall be delivered or sent to the addresses set out in the Annex 4 hereto. Normal business communication may be delivered via e-mail.
- 7.6 A list of the contact details and the contact persons (a communication matrix) is contained in Annex 4 hereto. Changes to the contact details and/or the contact persons shall always be communicated to the Parties in writing without undue delay, without such a change requiring the conclusion of a written amendment hereto. A change to the contact details and/or the contact persons shall be effective on the

- third (3<sup>rd</sup>) day, following a written notification to the other Party, unless the notifying Party specifies a later date as the effective date.
- 7.7 The Future EETS Contract shall be governed by the law of the Slovak Republic.
- 7.8 All communication according to the Future EETS Contract and in connection with it shall be in Slovak or Czech; communication at working level may be in English or another language upon approval of the Toll Collection Administrator. This Future EETS Contract and all annexes hereto are drawn up in the Slovak language. In the event of any contradiction/dispute/interpretation problem or any ambiguity if any other language versions hereof and annexes hereto will be prepared, the text prepared in the Slovak language shall take precedence.
- 7.9 This Future EETS Contract has been drawn up in five (5) counterparts, of which three (3) will be received by the Toll Collection Administrator and two (2) by the EETS Provider.
- 7.10 If, at any time, any provision hereof is or becomes invalid, illegal or unenforceable in any respect under the Slovak or the international jurisdiction or European Union law, such provision shall be treated as severable from the remaining provisions hereof and the validity, legality or enforceability of the remaining provisions shall not affected or impaired thereby in any way. If an invalid, illegal, or unenforceable provision or term can be made valid, effective, legal, or enforceable by a reasonable modification, then such invalid, illegal, or unenforceable provision or term shall be modified to the minimum extent necessary to make it valid, legal, or enforceable. If the severance or modification of any part of the Future EETS Contract materially affects any other rights and/or obligations of the Parties, then the Parties shall use reasonable efforts to replace any invalid, illegal, or unenforceable provision or term with a valid, legal, or enforceable provision or term that best fulfills the original intention of the Parties.
- 7.11 Each Party shall cooperate with, and provide every effort and collaboration from the commercial point of view to, the other Party so that each Party can properly perform its obligations under the Future EETS Contract.
- 7.12 The Parties hereby undertake to use their best efforts to settle all disputes by mutual negotiation and agreement. In the event of a dispute concerning the content of, or the rights and obligations arising from, the Future EETS Contract, the Parties shall, as a matter of priority, request the opinion of the Conciliation Board pursuant to Section 18 and et seq. of the Toll Collection Act. The Parties agree that if they fail to find a satisfactory solution to the dispute, they will settle the dispute through the competent courts of the Slovak Republic, in accordance with the relevant provisions of Act 160/2015 Coll. Civil Proceedings Code, as amended. The Parties have further agreed that the court according to the registered office of the Toll Collection Administrator will be the court having subject matter and local jurisdiction.
- 7.13 Annexes. The following annexes form integral parts hereof:

- a) Annex 1 Glossary of Terms
- b) Annex 2 EETS Domain Statement
- c) Annex 3 Schedule of Charges

Member of the Board of Directors

- d) Annex 4 Intercommunication Parameters
- 7.14 By signing the Future EETS Contract, the Parties declare that they have duly read the Future EETS Contract, have fully understood its contents, which are sufficiently clear and certain for them, the Future EETS Contract expresses their free and serious will without any mistake, and the Future EETS Contract has not been concluded under any circumstances of duress or on terms and conditions that are manifestly unfavorable to either Party, in token of which they hereby sign it with their own handwriting.

| In Bratislava,                     | In [●],             |
|------------------------------------|---------------------|
| Toll Collection Administrator:     | The EETS Provider:  |
| Národná diaľničná spoločnosť, a.s. | [Business name]     |
| Ing. Filip Macháček                | (Name and position) |
| Chairman of the Board of Directors |                     |
| and General Director               |                     |
|                                    | (Name and position) |
|                                    |                     |
| Ing. Peter Braška, MBA             |                     |