

## **Contract for the provision of the European Electronic Toll Service**

concluded in accordance with Article 13 par. 2 of the Act no. 474/2013 Coll. on the collection of tolls for the use of specified sections of land roads and on amendments and supplements to certain acts, as amended, and Article 269 par. 2 of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the **"EETS Contract"**)

by and between

**Národná diaľničná spoločnosť, a. s.**

address: Dúbravská cesta 14, 841 04 Bratislava

Company ID: 35 919 001

VAT ID: 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: [•]

address: [•]

Company ID: [•]

VAT ID: [•]

Bank: [•]

IBAN: [•]

registered in the Business Register at the District Court of [•], Section [•], Insert no. [•]

[alternatively similar registration of a foreign company]

Statutory body: [•]

(hereinafter referred to as the **"EETS Provider"**)

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

## **Article 1**

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

1.1 Definitions. Capitalised terms shall have the meanings set out in Annex 6 to this EETS Contract or the interpretation ascribed to them in the relevant provision of this EETS Contract.

1.2 Order of precedence. The provisions of the EETS Contract itself (the body) take precedence over its annexes. The EETS Domain Statement takes precedence over the other annexes to the EETS Contract. The EETS Contract and its annexes take precedence over other documents that are to become part of the EETS Contract, unless otherwise expressly provided in such documents. Amendments to the EETS Contract change its content only to the extent expressly agreed upon by and between the Parties, while the other terms of the EETS Contract shall remain unaffected.

## **Article 2**

### **Purpose of the EETS Contract**

2.1. Purpose. The purpose of this EETS Contract is to:

- a) enable EETS Users to use Specified Road Sections using EETS, i.e., without any need to enter into a direct contractual relationship between the EETS User and the Toll Collection Administrator,
- b) ensure the EETS Provider's access to the EETS Domain within the Electronic Toll Collection System, and
- c) enabling the EETS Provider to provide EETS to EETS Users on the territory of the Slovak Republic in accordance with the Legislation.

## **Article 3**

### **Subject of the EETS Contract**

3.1. Basic commitment of the Toll Collection Administrator. The Toll Collection Administrator undertakes by this EETS Contract to enable the EETS Provider to provide EETS to EETS Users on the territory of the Slovak Republic within the Electronic Toll Collection System, for the purposes set out in this EETS Contract and under the terms and conditions set out in this EETS Contract, the Legislation and the EETS Domain Statement.

3.2. Basic commitment of the EETS Provider. The EETS Provider undertakes by this EETS Contract to provide EETS on the territory of the Slovak Republic to EETS Users for the purposes set out in this EETS Contract, in the manner and under the terms and conditions set out in this EETS Contract, the Legislation and the EETS Domain Statement. As part of this commitment, the EETS Provider is entitled and, at the same time,

obliged to ascertain the location of EETS Users' Toll Charged Vehicles in the EETS Domain, to submit Toll Declarations to the Toll Collection Administrator and to collect Toll payments from EETS Users on the basis of the contracts for use of the Specified Road Sections concluded with EETS Users pursuant to point 12.2. of the EETS Contract.

3.3. Toll Payment Obligation. The EETS Provider undertakes by this EETS Contract to pay the Toll Collection Administrator the Aggregate Toll for EETS Users, under the terms and conditions and in the manner set out in this EETS Contract.

3.4. Obligation to pay the Remuneration. The Toll Collection Administrator undertakes by this EETS Contract to pay the EETS Provider the remuneration for the provision of EETS, under the terms and in the manner set out in this EETS Contract.

#### **Article 4**

##### **Conditions for EETS Provider access to the ETC system**

4.1. Authorisation to provide EETS. The EETS Provider declares that it is a person authorised to provide EETS pursuant to the Toll Collection Act.

4.2. EETS Domain Statement. The EETS Provider declares that it has reviewed and familiarised itself in detail with the EETS Domain Statement attached as Annex 1 to this EETS Contract and declares that it fully complies with the terms and conditions contained therein and undertakes to comply with these terms and conditions continuously throughout the duration of this EETS Contract.

4.3. Territorial scope of the ETC system. The ETC system covers that part of the territory of the Slovak Republic defined by the network of Specified Road Sections. The EETS Provider acknowledges that during the term of this EETS Contract the extent of the network of Specified Road Sections may change without prejudice to the rights and obligations of the Parties under this EETS Contract.

4.4. Contracts with EETS Users. The EETS Provider shall provide EETS to EETS Users on the basis of the contracts for use of Specified Road Sections, which the EETS Provider is authorized to conclude with EETS Users pursuant to this EETS Contract and the Legislation governing EETS. On the basis of such contracts, the EETS Users gain right to use the Specified Road Sections with electronic Toll collection, which the EETS Provider will charge and collect from EETS Users according to the applicable Toll Rates for the use of Specified Road Sections by Toll Charged Vehicles in accordance with Section 12.2 of the EETS Contract. The EETS Provider shall pay to the Toll Collection Administrator the Toll for EETS Users in the form of an Aggregate Toll, in the manner and within the deadlines specified in this EETS Contract.

4.5. Related activities. All activities necessary for the proper provision of EETS to EETS Users shall be provided by the EETS Provider at its own expense and responsibility. These activities include, but are not limited to, the provision of Customer Service and related necessary activities (obtaining the necessary number of OBEs, issuing them to EETS Users, activities related to ensuring the proper functionality of OBEs, billing EETS Users for the price of the provided EETS), and other activities to be carried out by the EETS Provider within the meaning of the Legislation and/or the contracts concluded with EETS Users and/or this EETS Contract.

## **Article 5**

### **Start of provision of EETS and Trial Operation**

5.1. Compatibility of Interoperability Constituents. The EETS Provider shall ensure that all Interoperability Constituents through which it will provide EETS fully comply with the technical parameters and requirements set out in the EETS Domain Statement, its Annexes and, where applicable, the documents referred to in the EETS Domain Statement, throughout the duration of this EETS Contract. The EETS Provider may not make changes to the Interoperability Constituents or use the Interoperability Constituents with no assessment of the suitability for use issued, without the consent of the Toll Collection Administrator, if such changes may affect the functionality and operation of the EMS and/or EETS and/or other EETS Providers.

5.2. Start of provision of EETS. The EETS Provider shall be entitled and obliged to start providing EETS on the date specified in the Instruction for start of provision of EETS issued by the Toll Collection Administrator. Unless the Parties agree otherwise, the Toll Collection Administrator shall deliver a written Instruction for start of provision of EETS to the EETS Provider no later than thirty (30) calendar days before the day from which the EETS Provider is entitled and obliged to start providing EETS.

5.3. Trial Operation. The EETS Provider shall be obliged to start providing EETS in Trial Operation from the Start of EETS Provision. The cumulative amount of all contractual penalties claimed by the Toll Collection Administrator against the EETS Provider in each Trial Operation Month shall not exceed the EETS Provider's Remuneration amount which the EETS Provider is entitled to in that Month. If the SLA values specified according to Appendix 5 to the EETS Contract are not met during the Trial Operation, the Toll Collection Administrator will not demand payment of the contractual penalty according to point 19.1. e) EETS Contract; however, this shall not affect the Toll Collection Administrator's entitlement for the payment of compensation for damage incurred by the Toll Collection Administrator due to the failure to meet the specified SLA values. The conditions for Trial Operation are regulated by the EETS Domain Statement.

## **Article 6**

### **Amendments**

6.1. Changes on the part of the Toll Collection Administrator. The EETS Provider declares and

acknowledges that it is the exclusive right of the Toll Collection Administrator to proceed at any time with any temporary or permanent modification, change, extension or narrowing of the ETC system or the replacement of an existing ETC system by another toll system or to change the EETS Domain Statement, at the expense of the Toll Collection Administrator. The Toll Collection Administrator shall inform the EETS Provider in advance of such changes to the ETC system that may affect the operations of the EETS Provider and shall discuss such changes with the EETS Provider.

6.2. Material changes of the ETC system. The Parties declare that the rights and obligations set out in this EETS Contract have been established with respect to the ETC system technology in use at the date of conclusion of this EETS Contract. If the Toll Collection Administrator undertakes a material change in the ETC system technology that will affect the rights and obligations of the Parties under this EETS Contract and at the same time requires changes to the Interoperability Constituents in operation to such an extent that it requires a change or a new Accreditation of the EETS Provider, the Toll Collection Administrator shall publish an updated EETS Domain Statement sufficiently in advance to allow the EETS Provider to obtain re-accreditation at the latest one Month before the modified ETS is put into operation. Unless the Parties agree otherwise, the Toll Collection Administrator will inform the EETS Provider of this fact in writing within a period of not less than six(6) Months before putting the modified EMS into operation, taking the re-Accreditation period into account. The EETS Provider shall ensure that it obtains re-accreditation and, in this context, on the basis of the Toll Collection Administrator's invitation within a specified period of time not exceeding thirty (30) days from the Toll Collection Administrator's invitation, conclude the relevant amendment to this EETS Contract or a new contract reflecting the material change to the ETC system that has been implemented. In a case where it is necessary to verify that the Interoperability Constituents are suitable for use in the EETS domain, an amendment or a new contract pursuant to the previous sentence shall only be concluded if the EETS Provider successfully passes the process of such verification as provided for in the EETS Domain Statement in force and in effect at that time. In the event of a change in ETC system technology, each Party shall bear its own costs related to such change, i.e., the Toll Collection Administrator shall bear the costs of the ETC system modification and the EETS Provider shall bear the costs of adapting the EETS to the current ETC system technology.

6.3. Changes on the part of the EETS Provider. In case of changes on the EETS Provider's side which lead to any of the Interoperability Constituents losing the validity of the suitability for use assessment by introducing a change, or not having a suitability for use assessment issued yet, and thus requiring a new suitability for use assessment process, the EETS Provider shall ensure a suitability for use assessment according to the EETS Domain Statement, at its own cost.

6.4. ETC system changes due to reasons on the EETS Provider's side. In case the EETS Provider requests the Toll Collection Administrator to modify the ETC system for reasons on the EETS Provider's side, the Toll Collection Administrator shall be entitled to refuse such modification for serious reasons. The Toll Collection

Administrator shall always assess whether such a change is technically feasible and whether its implementation will not jeopardise the ETC system and its full and continuous functionality and/or the EETS and/or other EETS Providers and their full and continuous functionality. The required modification of the ETC system shall be carried out within reasonable timescales set by the Toll Collection Administrator and at the expense of the EETS Provider.

6.5. Changes due to changes in Legislation. In the event that changes are made to the EETS and/or ETC system due to a change in Legislation, each Party shall bear its own costs related to such change.

## **Article 7**

### **EETS-related charges and remuneration**

7.1. Charges. If the EETS Provider requests the Toll Collection Administrator to perform any of the activities listed in the Schedule of Charges, the EETS Provider shall pay the Toll Collection Administrator the related charge according to the Schedule of Charges, which forms Annex 2 of the EETS Contract. If there are any changes according to points 6.3 and 6.4 hereof, if such changes require a re-Accreditation, the EETS Provider will be required to pay a fee for the re-Accreditation in the amount according to the Schedule of Charges; if the changes according to points 6.3 and 6.4 hereof require that only a certain stage of the Accreditation is retaken, i.e. a certain block of tests is taken, the EETS Provider will be required to pay a fee for re-taking of the relevant block of tests; unless otherwise stated in the Schedule of Charges, additional charge to the Accreditation fee shall be applied to determine the amount of the fee for the relevant block of tests.

7.2. Schedule of Charges. The current version of the Schedule of Charges as of the date of conclusion of this EETS Contract is attached as Annex no. 2 to this EETS Contract and is also published in the manner set out in Annex no. 3 to this EETS Contract. The Toll Collection Administrator shall be entitled to reasonably change the amount of the charges unilaterally, to supplement the Schedule of Charges with individual chargeable acts and activities or to remove such chargeable acts and activities from the Schedule of Charges during the term of this EETS Contract, whereby the Toll Collection Administrator and the EETS Provider agree that no amendment to this EETS Contract shall be concluded upon any change to the Schedule of Charges. The Toll Collection Administrator shall immediately notify the EETS Provider of any change to the Toll Schedule by delivering an updated version of the Toll Schedule in paper or electronic form to the contact addresses listed in Annex no. 3 of this EETS Contract. Any change to the Schedule of Charges shall be effective against the EETS Provider always on the first (1<sup>st</sup>) day of the Month, however, no earlier than thirty (30) calendar days from the date of publication of the updated version of the Schedule of Charges. In case of any request by the EETS Provider to perform an activity which is subject to a charge specified in the Schedule of Charges, the EETS Provider shall be charged the charge applicable on the date on which the EETS Provider has delivered to the Toll Collection Administrator a written request to perform the chargeable activity.

7.3. Reimbursement of costs incurred. In the event that the EETS Provider requests the Toll Collection Administrator to change the ETC system or any other activity that will require additional costs to implement and for which no charge is set in the Schedule of Charges, the EETS Provider shall be obliged to reimburse the Toll Collection Administrator for the costs actually incurred for the implementation of this requested activity, with a surcharge of fifteen (15) % on the actual costs incurred to cover the Toll Collection Administrator's internal costs. The Toll Collection Administrator shall communicate to the EETS Provider, upon request, a preliminary estimate of such costs, which may be deviated from. The Toll Collection Administrator shall be entitled to claim higher costs than those indicated in the preliminary estimate, provided that it proves the amount of the actual costs incurred. The EETS Provider shall be obliged to reimburse the Toll Collection Administrator for the costs on the basis of an invoice. The Toll Collection Administrator shall be entitled to require advance payment of costs up to fifty (50) percent of the preliminary estimate of such costs.

7.4. Payment. Payments under this Article of the EETS Contract shall be paid by the EETS Provider on the basis of an invoice (tax document) of the Toll Collection Administrator, which shall also include the billing. Further terms and conditions for billing, payment and due date are set out in Article 13 of this EETS Contract and the EETS Domain Overview.

7.5. Remuneration. The Toll Collection Administrator is obliged to pay to the EETS Provider for the provision of EETS in accordance with Article 12 par. 12 of the Toll Collection Act the Remuneration in accordance with the calculation methodology set out in the EETS Domain Statement, which the Toll Collection Administrator shall be entitled to unilaterally change in accordance with the EETS Domain Statement, whereby the procedure pursuant to point 7.2. of this EETS Contract shall apply accordingly when notifying the EETS Provider of a change in the calculation methodology of the Remuneration. Any change in the Remuneration calculation methodology is always effective for the EETS Provider on the first (1st) day of the Month, however, no earlier than six (6) Months after the date of publication of the updated version of the change in the Remuneration calculation methodology. The Billing Period of the EETS Provider Remuneration is set at one (1) Month. The Toll Collection Administrator shall calculate the amount of the Remuneration and communicate it to the EETS Provider within five (5) calendar days from the end of the Month, and if this day falls on a non-working day, on the first following working day. In case of doubts about the correctness of the calculated Remuneration amount, the EETS Provider shall subsequently, without undue delay, submit a complaint to the Toll Collection Administrator, which the Toll Collection Administrator shall settle within five (5) calendar days from the receipt of the complaint, and if that day falls on a non-working day, then on the first following working day. VAT shall be added to the calculated Remuneration in accordance with a special regulation - the VAT Act. The EETS Provider shall issue an invoice based on the calculation of the Toll Collection Administrator, payable twenty-one (21) calendar days from the date of its delivery to the Toll Collection Administrator. For the avoidance of doubt, it is agreed that the EETS Provider shall also be entitled to the Remuneration during the Trial Operation.

7.6. Set-off against Remuneration. The Toll Collection Administrator is also entitled to set off any due claims of the EETS Provider unilaterally against the EETS Provider's Remuneration.

## **Article 8**

### **Quality of EETS provision**

8.1. Quality of EETS provision. The binding EETS quality requirements - SLAs and the relevant KPIs are set out in Annex 5 of this EETS Contract. The Toll Collection Administrator is entitled to unilaterally change Annex 5 of this EETS Contract in justified cases. The Parties have agreed that the Toll Collection Administrator will inform the EETS Provider about the proposed change of the relevant KPIs and prescribed SLA values within a period of not less than three (3) Months before the publication of the change of the relevant KPIs and prescribed SLA values and, in the event of a EETS Provider's request, they shall discuss such changes with the EETS Provider. Unless the Parties agree otherwise, the effectiveness of the change of the relevant KPIs and prescribed SLA values for the EETS Provider always occurs on the first (1st) day of the Month, however, no earlier than six (6) Months after the date of publication of the change in the updated version of Annex 5 of this EETS Contract. The Parties have agreed that the EETS Provider's opinion on the change of the relevant KPIs and prescribed SLA values is not binding for the Toll Collection Administrator. When notifying the EETS Provider of a change and proposal of a planned change of the relevant KPIs and prescribed SLA values, the procedures according to point 7.2 of the EETS Contract shall be applied accordingly. If there are any other changes to Annex 5 of this EETS Contract (with no impact on the prescribed SLA values and relevant KPIs), the procedures and effective dates according to point 7.2 of the EETS Contract shall be applied accordingly.

## **Article 9**

### **Customer Service**

9.1. Responsibility for providing Customer Service. The EETS Provider shall ensure, at its own expense and responsibility, the provision of the requisite Customer Service necessary for the proper provision of EETS to EETS Users, at least to the extent of the requirements set out in Annex no. 7 of this EETS Contract.

9.2. Scope of the Toll Collection Administrator's cooperation. The EETS Provider acknowledges that it is not entitled to use the services provided by the Toll Collection Administrator to the Toll Charged Vehicle Operator and/or the driver of the Toll Charged Vehicle outside the EETS scheme, unless expressly provided for in this EETS Contract, the EETS Domain Statement and/or the Legislation. In particular, neither the EETS Provider nor EETS Users are entitled to use the distribution network (i.e., contact and distribution points) or the Customer Services of the Toll Collection Administrator (in particular the customer telephone line and contact e-mail address, the issuing of OBEs, the servicing of OBEs and the handling of OBE claims). The Toll Collection Administrator shall not provide Customer Service to EETS Users within the EETS, not even at the request of an EETS User. The EETS Provider shall inform all EETS Users of this fact. If necessary, the Toll



Collection Administrator will provide the EETS Provider with appropriate cooperation, upon their request, in resolving complaints, submissions, and claims of EETS Users.

9.3. Changing the scope of the Toll Collection Administrator's cooperation. The scope of the Toll Collection Administrator's cooperation pursuant to point 9.2 of this EETS Contract may only be changed under the conditions of a separate contractual arrangement between the EETS Provider and the Toll Collection Administrator and upon fulfilment of the conditions according to the EETS Domain Statement. Such contractual arrangement shall also include the determination of the Toll Collection Administrator's remuneration for the provision of any additional Customer Service services.

## **Article 10**

### **ETC system and EETS outages**

10.1. Notification obligation. The Parties are obliged to inform each other immediately in the manner set out in Annex no. 3 of this EETS Contract of any planned or detected interruption, outage or limitation of the EETS or ETC system that may affect the other Party. The EETS Provider shall have the same notification obligation towards EETS Users to the extent of any outage or limitation that may affect the possibility to use EETS.

10.2. Outage of EETS provision solely on the EETS Provider's side. The EETS Provider shall ensure the continuous provision of EETS in the EETS Domain. At the same time, the EETS Provider shall comply with the EETS Quality Parameters as set out in Annex 5 to this EETS Contract throughout the duration of this EETS Contract. In case of malfunctions resulting in an outage of EETS provision, The Parties shall proceed in accordance with the provisions of the EETS Domain Statement.

10.3. Interruption, outage of ETC system. In the event of an interruption or outage of the ETC system, the Toll Collection Administrator shall take such measures to ensure that its proper operation is restored without undue delay. The Toll Collection Administrator shall immediately inform the EETS Provider of an ETC system outage if the Toll Collection Administrator is to be or will be interrupted in the prescription of Tolls as a result of such an outage. Until the resumption of proper operation of the ETC system or until another alternative solution is adopted, the Toll Collection Administrator shall allow Toll Charged Vehicles of EETS Users to move on the Specified Road Sections and to minimise delays in their movement on the Specified Road Sections, without such EETS Users being deemed to be Toll non-payers.

10.4. Risk Management Plan. The EETS Provider is obliged to prepare and subsequently update a risk management plan in accordance with the Legislation. The EETS Provider undertakes to comply with the risk management plan thus prepared and updated.

10.5. Joint decisions on measures. The Parties undertake to jointly discuss, immediately after the beginning of an EETS or ETC system outage, the implementation of appropriate measures that are necessary to maintain or restore the proper provision of EETS or ETC system and that will address the movement of Toll Charged Vehicles of EETS Users on the Specified Road Sections during the period of the EETS or ETC system outage, as well as the substitute Toll collection. The agreed measures shall be binding on both Parties.

## **Article 11**

### **Obligations of the EETS Provider in the ETC system operation**

11.1. Obligation to issue OBEs. The EETS Provider shall ensure that the OBEs it issues to EETS Users fully comply with the terms and conditions of this EETS Contract. The EETS Provider shall ensure the provision of an OBE for each Toll Charged Vehicle of the EETS User for which it provides an EETS. The obligation to provide OBEs shall apply to those vehicles of EETS Users

- a) travelling on Specified Road Sections,
- b) for which the Legislation provides for the mandatory provision of OBE.

11.2. Identification and registration of OBEs. The EETS Provider shall keep all records and fulfil the information obligations prescribed by the EETS Domain Statement in relation to OBE. The EETS Provider shall be responsible to the Toll Collection Administrator for the correct identification of OBE EETS Users.

11.3. Functionality of OBEs issued by the EETS Provider. The EETS Provider is obliged to ensure, at its own expense, the functionality of the OBEs issued by it, unless otherwise specified in Section 11.6. hereof. In particular, the EETS Provider shall ensure the inspection, testing, cleaning, scrapping of damaged OBEs, packaging, distribution and other activities related to the maintenance of OBEs as required. In the event of malfunctions that result in the non-functionality of the OBE provided by the EETS Provider during the use of the Specified Road Sections by the EETS User, the EETS Provider is required to proceed in accordance with the provisions of the EETS Domain Statement.

11.4. Defective, damaged, destroyed and lost OBEs. The EETS Provider shall receive and handle claims from EETS Users in relation to those OBEs issued by the EETS Provider and shall promptly replace destroyed, damaged, defective or otherwise non-functional OBEs with fault-free and functional OBEs. The EETS Provider shall keep an up-to-date list of defective, damaged, destroyed and lost OBEs.

11.5. Responsibility for setting OBEs. The EETS Provider shall be liable to the Toll Collection Administrator for the correctness of the data stored in the EETS and in the OBE of the EETS Users, including the correctness of the Toll Charged Vehicle data set in the OBE. The Toll Collection Administrator's claim for compensation against

the EETS Provider shall not be affected. For the avoidance of doubt, the EETS Provider shall not be liable for any failure of EETS Users to comply with the OBE setup obligations that EETS Users are obliged to comply with pursuant to Article 9 of the Toll Collection Act (e.g., entering the number of axles of the Toll Charged Vehicle). However, the incorrectness of the data stored in the EETS and/or in the OBE of EETS Users, regardless of the responsible entity, shall not relieve the EETS Provider from the obligation to pay to the Toll Collection Administrator the incurred Aggregate Toll including the Toll Recalculated pursuant to point 14.2 of this EETS Contract, unless the Control Authority has collected the calculated amount of the Toll directly from the EETS User on the spot at the time of an inspection pursuant to Article 25 of the Toll Collection Act upon detection of a breach of the obligation of the EETS User.

11.6. Duplicity of OBU / OBE. The EETS Provider is obliged to notify the EETS User before concluding the contract for use of Specified Road Sections that if several OBUs / OBEs for the EETS Domain are installed and functional in a Toll Charged Vehicle at the same timewhen using the Specified Road Sections, including from other entities authorized to provide EETS in the EETS Domainand/or from the Principal Toll Service Provider, the EETS Provider may temporarily deactivate the OBE for the EETS Domain in order to avoid duplicate Toll payment; the conditions of use and deactivation of OBE for the EETS Domain shall be agreed upon by and between the EETS Provider and the EETS User. For this purpose, the EETS Provider is obliged to implement the functionality that will enable the OBE deactivation for the EETS Domain. If the Toll Collection Administrator discovers that several OBUs / OBEs for the EETS Domain are installed and functional in a Toll Charged Vehicle at the same time, they are entitled to notify the EETS Provider of this fact; the Toll Collection Administrator is authorized to decide on the settlement of any duplicate Toll payment or Duplicate Toll transactions, and for that purpose they are authorized to take into account, in particular, the date of OBU / OBE registration in the ETC system.The Toll Collection Administrator shall not be held responsible for any EETS Provider's losses in the income as a result of the decision according to the preceding sentence.

## **Article 12**

### **Billing and payment of the Aggregate Toll**

12.1. Responsibility for payment of the Toll. The EETS Provider shall be liable to the Toll Collection Administrator for the proper payment of the Toll incurred by the use of the Specified Road Sections by the Toll Charged Vehicles of the EETS Users. The EETS Provider shall be obliged to pay this Toll to the Toll Collection Administrator in the form of an Aggregate Toll, in the manner and within the time limits specified in this EETS Contract, irrespective of whether it has received the relevant payments from EETS Users at the time of the Aggregate Toll billing. It is the responsibility of the EETS Provider to ensure that EETS Users pay the Toll to the EETS Provider.

12.2. Billing of the EETS Provider by the EETS User. Toll invoicing issued by an EETS Provider to a registered EETS User shall be performed in a "Vendor" model, which implies that Toll invoicing to EETS Users registered by

an EETS Provider shall be performed by the EETS Provider in its own name and on its own account. The accounting and tax registration of invoices, including the generation of the VAT control Toll Declaration, issued for the use of Specified Road Sections by Toll Charged Vehicles registered with the EETS Provider shall be performed directly by the EETS Provider. In the billing to the EETS Users the EETS Provider is obliged to separate the charges for the services provided by the EETS Provider and the Toll incurred. In relation to a Toll charged to an EETS User, the EETS Provider shall at least provide details of the time, place of origin of the Toll and the specific composition of the Toll, unless a broader scope of such details is agreed between the EETS Provider and the EETS User or provided for in the EETS Domain Statement. The EETS Provider shall, when billing the Toll to the EETS User, also take into account any positive or negative differences caused by incorrectness of the data stored in the EETS and in the OBEs of the EETS Users according to point 11.5. of this EETS Contract and additionally account for these differences to the EETS Users in accordance with the VAT Act.

12.3. Aggregate Toll. The EETS Provider shall be obliged to pay to the Toll Collection Administrator for each third (1/3) of the Month the Aggregate Toll incurred for the use of the Specified Road Sections by the Toll Charged Vehicles of all EETS Users, fixed for the following Billing Periods:

- a) the first (1st) to the tenth (10th) day of the Month,
- b) the eleventh (11th) to the twentieth (20th) day of the Month,
- c) The twenty-first (21st) to the last (30th, 31st, 28th/29th) day of the Month.

12.4. Calculation of the Aggregate Toll. The EETS Provider shall deliver to the Toll Collection Administrator the data necessary for the calculation of the Toll, the so-called Toll Declarations, in the manner set out in the EETS Domain Statement in electronic form for each Billing Period, no later than twenty-four (24) hours after the end of the Billing Period, to the extent of at least ninety-eight (98) % of the data falling within the relevant Billing Period. The Toll Collection Administrator shall then process the Toll Transactions and deliver them to the EETS Provider in the manner set out in the EETS Domain Statement in electronic form for each Billing Period, no later than forty-eight (48) hours after the end of the Billing Period.

12.5. Claim of Toll Transactions. The EETS Provider shall be entitled to make a claim against the Toll Transactions pursuant to point 12.4 of this Article of the EETS Contract no later than seventy-two (72) hours after the end of the Billing Period. The Toll Collection Administrator shall process the EETS Provider's claim no later than ninety-six (96) hours after the end of the Billing Period. All operations under points 12.4 and 12.5 of this Article of the EETS Contract shall be carried out on a continuous basis. A claim against the correctness of the valuation of Toll Transactions and the calculation of the Aggregate Toll pursuant to point 12.4 of this Article shall have no suspensive effect in relation to the EETS Provider's obligation to pay the Aggregate Toll to the Toll Collection Administrator's account in the prescribed amount.

12.6. Payment of the Aggregate Toll. The Toll Collection Administrator shall issue an invoice (tax document) usually within five (5) days following the expiry of the Billing Period. The EETS Provider is obliged to pay the Aggregate Toll on the basis of an invoice issued by the Toll Collection Administrator within a due date of fourteen (14) calendar days from the invoice.

12.7. Consequences of late payment of an invoice. Starting on the ninth(9th) calendar day after the expiry of the invoice due date pursuant to point 12.6 of this Article of the EETS Contract, the Toll Collection Administrator is entitled to immediately and simultaneously temporarily block the EETS Provider, to collect a Toll for all pending and unbilled Billing Periods up to the moment of blocking of the EETS Provider and to issue an extraordinary invoice accordingly. The Toll Collection Administrator shall be entitled to satisfy all due and unpaid claims (overdue invoices, contractual penalties, extraordinary invoices as well as compensation for demonstrable damage caused by blocking the EETS Provider) together with the relevant additional amounts from the Collateral. After blocking the EETS Provider, the drivers of the relevant Toll Charged Vehicles are therefore obliged to register the Toll Charged Vehicle either directly with the Toll Collection Administrator or another entity authorised to provide EETS in the EETS Domain and subsequently to pay the Toll directly to the Toll Collection Administrator or through the said entity in the manner set out in the General Terms and Conditions of Electronic Toll Collection of the Toll Collection Administrator or another entity authorised to provide EETS in the EETS Domain, prior to further movement on Specified Road Sections. The EETS Provider shall therefore immediately inform the EETS User about the blocking of the EETS Provider and its consequences. The EETS Provider shall instruct EETS Users on their obligations in connection with the blocking of the EETS Provider and to the extent as set out in this point 12.7. of the EETS Contract, shall also regulate these obligations of EETS Users in its General Conditions of Electronic Toll Collection. This is without prejudice to the right of the Toll Collection Administrator to claim additional costs and damages against the EETS Provider caused by the blocking of the EETS Provider as a consequence of the legal fact according to the first sentence of this point.

## **Article 13**

### **General provisions on payments**

13.1. VAT. VAT will be applied to the Aggregate Toll or any payment under this EETS Contract at the date the tax liability arises at a rate in accordance with the VAT Act.

13.2. Invoice requirements. Each invoice issued by the EETS Provider pursuant to this EETS Contract shall contain the mandatory elements pursuant to Article 74 of the VAT Act. The invoice must also contain the following information:

- a) reference to this EETS Contract and its reference number,

- b) reason of invoicing with reference to this EETS Contract
- c) a bank connection within the meaning of the EETS Contract,
- d) a description of the performance within the meaning of the subject matter of the EETS Contract.

The EETS Provider's invoice shall be accompanied by the Toll Collection Administrator's notification of the calculated amount of the Remuneration pursuant to clause 7.5 of this EETS Contract as an attachment.

If the invoice does not contain the information specified in this point 13.2 of this EETS Contract or is not accompanied by the attachments pursuant to this point 13.2 of this EETS Contract, the Toll Collection Administrator shall be entitled to return such invoice to the EETS Provider repeatedly, together with an indication of the deficiencies for which it has been returned. In this case, the due date of such invoice shall be suspended and the new due date shall commence on the day following the date of receipt of the corrected or supplemented invoice. The Parties acknowledge that the EETS Provider is solely responsible for the accuracy of the data on the invoice and that the Toll Collection Administrator's failure to return the invoice can in no way be considered as confirmation of the accuracy of the data in the invoice.

The provisions of this clause 13.2 of this EETS Contract shall apply mutatis mutandis to invoices issued by the Toll Collection Administrator.

13.3. Payment method. All payments between the Parties under this EETS Contract shall be made exclusively by wire transfer in EUR to the account of the other Party indicated in the header of this EETS Contract. The Parties will always inform each other about any changes in the bank details by means of a written notification without undue delay; such a change will require signing of a written amendment hereto. If the Parties are required to notify the Financial Directorate of the Slovak Republic of the bank accounts they use for business in accordance with the VAT Act, they undertake to request the settlement of payments under this EETS Contract only to the bank accounts published in the List.

13.4. Delivery of invoices. All invoices shall be delivered to the contact addresses of the Parties set out in Annex no. 3 of this EETS Contract. Details on the delivery of invoices and the possibility to deliver invoices electronically are regulated in the EETS Domain Statement.

13.5. Interest for late payment. In the event of any default in payment of any amount due under this EETS Contract, the Creditor shall be entitled to claim from the Debtor interest on the overdue amount at the rate provided for by the Legislation.

13.6. Set-off of claims. The possibilities of set-off of claims arising in connection with or on the basis of this

EETS Contract shall be governed by the relevant provisions of the Legislation and this EETS Contract. The Parties expressly agree that no set-off shall be permitted against claims for Aggregate Toll or Toll Discount.

13.7. Assignment and pledging of claims upon the consent of the Party. Neither of the Parties is entitled to assign any of their claims against the other Party arising from this EETS Contract to a third party or to pledge them in favor of any third party without the prior written consent of the other Party, which, however, shall not be withheld without a serious reason.

13.8. Assignment of rights and obligations under the EETS Contract. The Toll Collection Administrator shall be entitled to assign all or some of the rights and obligations under this EETS Contract, i.e., all or part of this EETS Contract, to any third party, in particular to a person who is, in accordance with the Legislation, authorised to act as Toll Collection Administrator, without the prior consent of the EETS Provider and without the need to conclude an amendment to this EETS Contract. The Toll Collection Administrator undertakes to notify the EETS Provider of the assignment of all rights and obligations under this EETS Contract in writing without undue delay to the contact address specified in Annex no. 3 of this EETS Contract. If the Legislation requires approval and/or agreement with the EETS Provider for the validity of the transfer of all or some of the rights and obligations arising from the EETS Contract, the EETS Provider undertakes to enter into a new EETS Contract or an amendment to the EETS Contract with a third party, to whom the rights and obligations arising from the EETS Contract have been transferred, so that the EETS Provider can continuously continue to provide EETS in the EETS Domain

13.9. Additional VAT returns. If the EETS Provider is obliged under the VAT Act to file an additional VAT return for any reason in connection with the collection of Toll from EETS Users, the EETS Provider undertakes that, in addition to the late Toll Declarations, the EETS Provider shall promptly send to the Toll Collection Administrator at its contact address specified in Annex no. 3 of this EETS Contract information on the facts justifying the filing of the additional VAT return, including the identification of the Toll Transaction to which the additional VAT return relates. All outstanding Toll Transactions from previous Billing Periods shall be invoiced to the EETS Provider in accordance with the VAT Act and the EETS Domain Statement.

13.10. EETS Provider in the status of a foreign person. If the EETS Provider has the status of a foreign person under the VAT Act, it is obliged to comply with the VAT Act in its entirety when providing EETS.

## **Article 14**

### **Toll and Toll Recalculation**

14.1. Toll amount. For determining the amount of the Aggregate Toll charged by the Toll Collection Administrator to the EETS Provider and for determining the amount of the Toll charged by the EETS Provider to individual EETS Users, the Toll Rates and the method of their calculation determined by the Legislation in force

on the date of the Toll Transaction shall be applicable.

14.2. Toll Recalculation. The Toll Collection Administrator shall have the right to recalculate Toll Transactions in cases where the Toll Declarations submitted by the EETS Provider do not contain complete data on the movement of the Toll Charged Vehicles on the Specified Road Sections, if the Toll Collection Administrator has evidence of the movement of these vehicles on the Specified Road Sections. The Toll Collection Administrator shall invoice the EETS Provider for the Toll so recalculated within the Aggregated Toll. The amount of the Recalculated Toll shall be determined according to the actual distance travelled by a Toll Charged Vehicles on a Specified Road Sections; if it is not possible to determine the actual distance travelled by the Toll Charged Vehicles on the Specified Road Sections, the amount of the Recalculated Toll shall be determined based on the length of six hundred and fifty kilometers (650 km) and the relevant Toll Rate; the Toll Collection Administrator is authorized to apply this calculation also to determine the amount of the lost Toll as part of the damages claimed against the EETS Provider.

## **Article 15**

### **Enforcement**

15.1. Control. In case of a discrepancy between the vehicle parameters and the parameters stored in the EETS User's OBE or a missing or non-communicating EETS User's OBE with the ETC system, this information shall be forwarded by the Toll Collection Administrator to the Toll Control Authority, which shall be entitled to stop the vehicle of any EETS User to check whether a toll offence has been committed and to impose a fine on the EETS User or to take other restrictive measures in accordance with the Legislation. In cases where the Toll Collection Administrator lacks data on a toll offence, it shall request information electronically from the EETS Provider, whereby the EETS Provider shall be obliged to provide the requested data without delay. The EETS Provider is obliged to inform the EETS User of this fact, about the obligations of the drivers of the Toll Charged Vehicles when driving on the Specified Road Sections and in the course of the control, which result from the Legislation, and about the penalties for violation of the Legislation in the field of Toll legislation.

## **Article 16**

### **Other rights and obligations of the Toll Collection Administrator**

16.1. Control of the fulfilment of the EETS Provider's obligations. The Toll Collection Administrator shall be entitled to carry out checks on the EETS Provider's compliance with its obligations under this EETS Contract or the EETS Legislation or the EETS Domain Statement. For this purpose, the Toll Collection Administrator shall be entitled to request the necessary documents from the EETS Provider and the EETS Provider shall be obliged to provide these documents within thirty(30) calendar days from the date of receipt of the request, unless the Toll Collection Administrator's request specifies a different deadline due to the circumstances of the specific case, which deadline may not be shorter than fourteen(14) calendar days.



16.2. Support service for the EETS Provider. The Toll Collection Administrator undertakes to operate a support service desk throughout the duration of this EETS Contract, the details of which are set out in Annex no. 3. The EETS Provider acknowledges that the support service desk does not serve the needs of EETS Users and therefore undertakes not to provide the contact details of the support service desk to EETS Users.

16.3. Confidentiality The Toll Collection Administrator shall ensure the protection of the data it receives, stores or processes in connection with the provision of EETS.

## **Article 17**

### **Other rights and obligations of the EETS Provider**

17.1. Professional care. The EETS Provider shall be obliged to fulfil its obligations under this EETS Contract or the EETS Domain Statement and to provide EETS with professional diligence.

17.2. Obligations set out in the Legislation and the EETS Domain Statement. In the performance of this EETS Contract and the provision of EETS, the EETS Provider shall comply with the conditions and obligations set out in the Legislation, including the obligations set out in the Toll Collection Act and the EETS Domain Statement. The EETS Provider shall, upon request, provide the Toll Collection Administrator with evidence of compliance with any obligation under the Legislation or the EETS Domain Statement within the time period specified pursuant to point 16.1 of this EETS Contract.

17.3. Cooperation. The EETS Provider shall provide the Toll Collection Administrator with all necessary assistance in the cases provided for in this EETS Contract and in checking the accuracy of the data recorded by the Toll Collection Administrator or in checking the amount of the Aggregate Toll and shall prove the accuracy of the amount of the Aggregate Toll to the Toll Collection Administrator upon request.

17.4. Accounting separation. An EETS Provider shall keep accounts for EETS separate from accounts relating to any other activity.

17.5. Security. The EETS Provider shall ensure that all elements of the EETS provided by the EETS Provider are secured against fraud or misuse and shall ensure the protection of the data received, stored or processed by the EETS Provider in connection with the provision of the EETS.

17.6. Logos. All logos, domains, trademarks, designs and colors for the ETC system marking and its presentation may be used by the EETS Provider only with the prior written consent of the Toll Collection Administrator and only for the purpose of providing EETS.

17.7. Use of background information. The EETS Provider may use the documents submitted to it by the Toll

Collection Administrator only for the purpose of the performance of this EETS Contract. Any other use requires the prior written consent of the Toll Collection Administrator. All documents transmitted to the EETS Provider by the Toll Collection Administrator shall remain the property of the Toll Collection Administrator and shall be delivered up by the EETS Provider to the Toll Collection Administrator at the first request.

17.8. Use of OBEs for purposes other than the provision of EETS. The EETS Provider shall only be entitled to use or exploit the OBEs issued by the EETS Provider for such other purposes and services that do not contravene Legislation and do not cause an interruption in the provision of EETS.

17.9. Association. If the EETS Provider is formed by an association of several entities, these entities shall be jointly and severally liable to the Toll Collection Administrator for the performance of this EETS Contract.

17.10. Subcontractor. The EETS Provider is authorized to provide EETS through a subcontractor or subcontractors to the extent that is in accordance with this EETS Contract and the Toll Collection Act, but shall be liable for the activities of the subcontractor or subcontractors as if the EETS Provider had carried out the activity themselves. The Toll Collection Administrator acknowledges that in particular the members of the concern (or another business group) of the EETS Provider and a of a business corporation providing its customers with refueling (fuel) cards, which are a means of non-cash Toll payment in the EETS Domain, may be the subcontractors. The Parties have agreed that, to the extent that is in accordance with this EETS Contract and the Act on Toll Collection, the EETS Provider is entitled to empower or otherwise authorize the subcontractor, among other things, to issue invoices for Toll payment to a EETS User, to receive Toll payment from EETS Users, to conclude contracts with EETS Users, especially contracts on the use of Specified Road Sections. For the avoidance of doubt, the Parties state that the above does not change the fact that the position of the EETS Provider in accordance with the Legal Regulations will be preserved, the Toll Collection Administrator issues an invoice for Aggregate Toll to the EETS Provider in accordance with point 12.6. of the EETS Contract and the EETS Provider, who is also responsible for the provision of EETS to EETS Users and the collection of Tolls from EETS Users, is solely responsible for the payment of the Aggregate Toll to the Toll Collection Administrator.

17.11. Regular reporting. The EETS Provider is obliged to provide the Toll Collection Administrator with regular traffic reports on a monthly basis within the scope of the provision of the EETS, unless otherwise provided for in this EETS Contract. A template of the Operational Report is provided in Annex no. 4 of this EETS Contract.

## **Article 18**

### **Cyber Security and Personal Data Protection**

18.1. The EETS Provider's basic obligations in cyber security. The regulation of the rights and obligations of

the Toll Collection Administrator and the EETS Provider in ensuring cyber security in connection with the provided EETS is also the subject-matter of this EETS Contract. During the term of this EETS Contract and while providing EETS, the EETS Provider undertakes to comply with all and any obligations according to the Legislation governing cyber security and personal data protection to the extent applicable to the EETS Provider according to the Legislation. At the same time, the EETS Provider is obliged to provide the Toll Collection Administrator with maximum cooperation in detecting Cyber Security Incidents, eliminating and mitigating the consequences of Cyber Security Incidents, as to minimize the possibility of a Cyber Security Incident or its negative impact on the EETS system or information systems of the Toll Collection Administrator, especially the ETC system, with which they agree without reservations. The EETS Provider acknowledges that the Toll Collection Administrator, as the Basic Service operator, is obliged to fulfill the requirements for cyber security in accordance with the relevant Legislation.

18.2. The Occurrence and Reporting of a Cyber Security Incident. The EETS Provider is required to report any such a Cyber Security Incident in which the availability, confidentiality, authenticity or integrity of the processed data was violated in such a way that the violation caused reduction in the quality of the provided service on the part of the Toll Collection Administrator to the Toll Collection Administrator without delay. The EETS Provider reports the Cyber Security Incident in electronic form to the contact address of the Toll Collection Administrator listed in Annex 3 hereto, or in the event of a serious Cyber Security Incident, also by telephone to the phone number listed in Annex 3 hereto. If the effects of the Cyber Security Incident are still ongoing at the time of reporting the Cyber Security Incident, the EETS Provider will send an incomplete report to the Toll Collection Administrator stating the fact that it is an incomplete report. The EETS Provider will complete the incomplete report without undue delay after the restoration of proper and complete operation of the network and all information systems of the Toll Collection Administrator. At the same time, the EETS Provider undertakes to notify the Toll Collection Administrator without delay, no later than twenty-four (24) hours after this discovery, of facts that indicate that a criminal offense may have been committed in a member state of the European Union in connection with the Cyber Security Incident.

18.3. Reactivity in dealing with Cyber Security Incidents. The EETS Provider is required to use, in particular, the following response measures when dealing with Cyber Security Incidents: response, identification of the Cyber Security Incidents and their effects, correction of the adverse effects of the Cyber Security Incidents and other appropriate activities connected with the correction of Cyber Security Incidents, either upon or with no request from the Toll Collection Administrator if they learn about the Cyber Security Incident. The EETS Provider cooperates with the Toll Collection Administrator, the National Security Authority and other competent authorities in responding to Cyber Security Incidents and provides them with cooperation for this purpose and shares all information obtained that is not confidential information according to Section 24.4. hereof, which could affect the implementation of the response measures in the future. The EETS Provider shall notify the Toll Collection Administrator of the implementation of the relevant response measures without undue delay. If the Toll Collection Administrator requests that, after the successful implementation of a

response measure, the EETS Provider will submit proposed security measures and procedures that will ensure that the Cyber Security Incident does not recur, continue or spread; if the EETS Provider fails to propose such security measures or if the security measures fail to bring the desired effect, the EETS Provider will develop and submit another security measure.

18.4. Further EETS Provider's Obligations in Cyber Security. The EETS Provider undertakes to process the information that could relate to the cyber security of the Toll Collection Administrator's networks and information systems, in particular the ETC system, so as their availability, confidentiality, authenticity and integrity is not impaired. After the termination of this EETS Contract, the EETS Provider is required to return, transfer or demonstrably destroy all information belonging to the Toll Collection Administrator available to the EETS Provider during the term of this EETS Contract.

18.5. Cyber Security Update after the Transposition of European Union Legislation. For the avoidance of any doubt, the EETS Provider undertakes to also fulfill the conditions of the European Union legislation transposed into the legislation of the Member States of the European Union in the future, if applicable on the EETS Provider, in particular, but not exclusively, Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 on measures for a high common level of cyber security across the Union, amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972, and repealing Directive (EU) 2016/1148 (NIS 2 Directive), and to update the area of cyber security and related processes, which will improve and unify the rules regarding the reporting of Cyber Security Incidents at the EETS Provider. The above also applies to the Toll Collection Administrator as the Basic Service operator accordingly.

18.6. The Parties' Basic Obligations in Personal Data Protection. All activities of the Toll Collection Administrator and the EETS Provider in connection with the performance of this EETS Contract and the provision of EETS to EETS Users shall comply with the Legislation governing the protection of personal data, in particular the General Data Protection Regulation and the Personal Data Protection Act. All registers and lists kept under this EETS Contract and/or under the EETS Legislation and/or based on the Legislation governing Discounts shall be kept and the data contained therein shall be treated in accordance with the relevant Personal Data Protection Legislation. When concluding contracts with EETS Users, the EETS Provider is required to properly inform the EETS Users about the processing of their personal data and about the rights arising from the Legislation on the personal data protection. The EETS Provider is also required to fulfill the information obligations in accordance with Sect. 13 and Sect. 14 Regulation on the protection of personal data and obligations related to the exercise of the rights of a data subject. The EETS Provider is also obliged to inform EETS Users about the possibility of claiming Discounts, about the provision of EETS User's personal data necessary for Discount calculation to the Toll Collection Administrator through the EETS Provider, and about the processing of the EETS User's personal data necessary for Discount calculation in accordance with the conditions specified in the Legislation governing Discounts and the EETS Domain Statement. The Parties undertake that the processing of personal data for the purposes of this EETS Contract is in accordance with the

General Data Protection Regulation and other relevant generally binding Legislation and is carried out to the extent necessary to achieve the particular processing purposes in accordance with this EETS Contract, while the Parties process personal data of data subjects - EETS Users in the scope of data according to Sect. 12 (5) Toll Collection Act, as well as in connection with the provision of Sect. 4 Toll Collection Act, for the purposes of this EETS Contract. The EETS Provider processes personal data in accordance with this EETS Contract in an automated and/or semi-automated manner, namely by accredited Interoperability Constituents in accordance with the conditions specified in the EETS Domain Statement and this EETS Contract. The EETS Provider acknowledges that the processing of personal data of data subjects in violation of the Personal Data Protection Legislation will be considered a violation of this EETS Contract.

18.7. Data Protection Agreement. If necessary under the Legislation, the Parties shall enter into a separate data protection agreement upon the request of either Party, such agreement to be concluded no later than thirty (30) calendar days after receipt of the request by the other Party.

## **Article 19**

### **Contractual Penalties**

19.1. Contractual penalties against the EETS Provider. The Toll Collection Administrator shall be entitled to claim a contractual penalty against the EETS Provider in the amount of:

- a) ten thousand Euros (EUR 10.000,-) for each case of the EETS Provider's delay in submitting the proof of EETS Provider's insurance according to the EETS Domain Statement lasting for more than three (3) calendar days, and for a failure to fulfill the obligation to maintain the insurance applicable in accordance with the conditions according to the EETS Domain Statement,
- b) thirty thousand Euros (EUR 30.000,-) for each case of the EETS Provider's delay in establishing and submitting the proof of establishing a Collateral according to the EETS Domain Statement lasting for more than three (3) calendar days, and for a failure to fulfill the obligation to maintain the Collateral applicable in accordance with the conditions according to the EETS Domain Statement,
- c) fifty thousand Euros (EUR 50.000) for each individual violation, if the EETS Provider breaches the obligation according to point 5.1. sentence two hereof,
- d) twenty thousand Euros (EUR 20.000,-) for each individual breach of the EETS Provider's obligation of confidentiality pursuant to clauses 24.4 and 24.5 of the EETS Contract,

- e) four thousand Euro (EUR 4.000,-) for each Penalty Point to be assigned to the EETS Provider for non-compliance with the prescribed SLA values in accordance with Annex no. 5 (EETS Quality Parameters) of the EETS Contract.

19.2. Contractual penalties against the Toll Collection Administrator. The EETS Provider shall be entitled to claim against the Toll Collection Administrator a contractual penalty in the amount of twenty thousand Euros (EUR 20,000.-) for each individual breach of the Toll Collection Administrator's obligation in relation to confidentiality of information pursuant to the clauses 24.4 and 24.5 of the EETS Contract.

19.3. Consequences of entitlement. Neither the exercise of the right to payment of the contractual penalty nor its actual payment shall extinguish the obligation of the Party to perform the obligation the performance of which was guaranteed by the contractual penalty, and the Party shall continue to be obliged to perform such obligation. The occurrence of the obligation to pay the contractual penalty and its actual payment shall be without prejudice to the right of the other Party to compensation for damage in the amount exceeding the contractual penalty or to any withdrawal from this EETS Contract. Withdrawal from the EETS Contract does not extinguish the entitlement to payment of the contractual penalty.

19.4. Due date. The contractual penalty is payable within thirty (30) calendar days from the date of delivery of the invoice by the entitled Party to the other Party, with the provisions of Sections 13.2. to 13.4. of this EETS Contract being reasonably applied for the purposes of invoicing contractual penalties..

19.5. Set-off. Point 13.6 of this EETS Contract shall apply mutatis mutandis in relation to the set-off of a claim for a contractual penalty.

19.6. Limiting the aggregate amount of contractual penalties. The Parties agree that the cumulative amount of all contractual penalties applied to any one Party during each twelve (12) Month period of the term of this EETS Contract shall not exceed thirty (30) % of the total amount of the EETS Provider's Remuneration for the preceding twelve (12) Months of the term of this EETS Contract, however, no less than one hundred thousand euros (EUR 100,000); for the first twelve (12) Months of the term of this EETS Contract, the cumulative amount of all contractual penalties applied to each Party shall not exceed the total amount of one hundred thousand euros (EUR 100,000)..

## **Article 20**

### **Insurance**

20.1. Insurance. The conclusion of this EETS Contract was conditional upon the EETS Provider concluding an insurance policy and proving it to the Toll Collection Administrator. The overall limit of insurance coverage for one and all insurance events is at least fifteen million Euros (EUR 15,000,000).The conditions for concluding an

insurance contract are regulated in the EETS Domain Statement, and these conditions are binding for the EETS Provider throughout the term of this EETS Contract.

## **Article 21**

### **Collateral**

21.1. Establishment of Collateral. The conclusion of this EETS Contract was conditional upon the EETS Provider setting up Collateral and proving it to the Toll Collection Administrator. The conditions for setting up Collateral are regulated in the EETS Domain Statement, and these conditions are binding for the EETS Provider throughout the term of this EETS Contract.

## **Article 22**

### **Liability for damage**

22.1. Liability for damage. A Party that has breached any of its obligations under this EETS Contract shall be liable to the other Party for damages incurred by it. For the avoidance of doubt, it is agreed that the damages for which the EETS Provider is liable include the costs (penalties) associated with tax corrections that have to be made by the Toll Collection Administrator due to incorrectly charged Toll by the EETS Provider and/or unreported Toll and/or incorrect OBE settings by the EETS Provider and/or late Toll Declaration, which have been received in such a way that the relevant data could not be used for the purposes of the relevant proper VAT return, in which case only direct damages (penalties imposed by the tax authorities) shall be paid. This applies even if the EETS Provider otherwise meets the relevant KPIs at the SLA level prescribed in Annex no. 5 of this EETS Agreement.

22.2. Termination of EETS Contract. The Parties expressly agree that the right to compensation shall not be extinguished by termination of the EETS Contract.

22.3. Due date. A claim for damages is due within thirty (30) calendar days from the date of delivery of the invoice by the entitled Party to the other Party, the provisions of Sections 13.2 to 13.4 of this EETS Contract being reasonably applied for the purposes of invoicing the claim for damages.

22.4. Set-off. In relation to the set-off of a claim for damages, the point 13.6 of this EETS Contract shall apply mutatis mutandis.

## **Article 23**

### **Establishment and termination of the EETS Contract**

23.1. Entry into force. This EETS Contract shall enter into force on the date of its signature by the Parties. The EETS Contract shall enter into force on the day following the day of its publication in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic pursuant to Article 47a par. 1 of Act No. 40/1964 Coll., the Civil Code, as amended, in connection with Article 5a par. 1 and 6 of Act No. 211/2000 Coll., the Act on Free Access to Information and on amendments and additions to certain acts (the Act on Freedom of Information), as amended.

23.2. Duration of the Contract. This EETS Contract is concluded for an indefinite period.

23.3. Cancellation by agreement. This EETS Contract may be terminated by agreement of the Parties in writing and the effects of termination of this EETS Contract shall take effect at the time specified in such agreement. If no such time is specified by agreement, then such effects shall take effect on the date of conclusion of such agreement.

23.4. Withdrawal of the Toll Collection Administrator. The Toll Collection Administrator shall only be entitled to withdraw from the EETS Contract in the following cases:

- a) The revocation of the EETS Provider's authorization to provide the EETS enters into force,
- b) The loss of EETS Provider's any other authorization required by the Legislation for the provision of the EETS enters into force;
- c) The EETS Provider has ceased to meet any of the conditions for the granting of the EETS Authorization, pursuant to Article 14 of the Toll Collection Act, and did not seek redress even within the additional reasonable deadline provided by the Toll Collection Administrator in writing,
- d) The EETS Provider does not comply with any of the obligations required for the provision of EETS under the Toll Collection Act, even within the additional reasonable deadline provided by the Toll Collection Administrator in writing,
- e) The EETS Provider does not fulfil any of the conditions set out in the EETS Domain Statement, even within an additional reasonable period of time granted by the Toll Collection Administrator in writing;
- f) The EETS Provider fails to eliminate errors and malfunctions preventing the successful completion of the Trial Operation and the issuance of the Toll Collection Administrator's confirmation of the successful completion of the Trial Operation even until the end of the Trial Operation, i.e. the Toll Collection Administrator has evaluated that there are serious reasons for



not issuing the Toll Collection Administrator's confirmation of the successful completion of the Trial Operation, which involve, in particular, demonstrable losses in the income of the Toll Collection Administrator due to unreported passage of Toll Charged Vehicles on the Specified Road Sections,

- g) The EETS Provider enters into liquidation,
- h) a final decision of a competent court confirms that the EETS Provider is insolvent,
- i) The EETS Provider is delayed in providing proof of liability insurance or a Collateral corresponding to the EETS Provider's obligations set out the EETS Domain Statement for more than ten (10) calendar days,
- j) The EETS Provider is in default of payment of the Aggregate Toll for more than one (1) Month,
- k) The EETS Provider is in default of any other payment under this EETS Contract for more than three (3) Months,
- l) The EETS Provider has repeatedly failed to meet the SLA values of the same KPI in 3 (three) consecutive Months,
- m) there is such a material change in the Legislation that invalidates this EETS Contract or such a material change in the EETS Legislation that makes it impossible or unfair to continue performance of this EETS Contract,
- n) if the EETS Provider has not obtained re-Accreditation or if the Interoperability Constituents have not been assessed for suitability for use in accordance with point 6.2., or 6.3. and 6.5. of this EETS Contract,
- o) The EETS Provider consistently violates the obligations under Article 18 hereof, affecting the cyber security of the Toll Collection Administrator's information systems and/or the protection of personal data, despite the preceding written notice from the Toll Collection Administrator with an additional period for correction,
- p) if the effects of Force Majeure last continuously for more than one hundred and fifty (150) calendar days and affect an obligation and/or obligations under this EETS Contract, without the fulfillment of which the fulfillment of other obligations under this EETS Contract makes no obvious economic sense for the Toll Collection Administrator, or if they affect all obligations under this EETS Contract,

- q) if the circumstances according to Sect. 15 (1) RPSP Act occur,
- r) the Toll Collection Administrator ceases to operate and is not replaced by another Toll Collection Administrator,
- s) the ETC system is terminated and not replaced by a new ETC system.

23.5. Withdrawal of the EETS Provider. The EETS Provider shall only be entitled to withdraw from the EETS Contract in the following cases:

- a) The loss of EETS Provider's any authorization required by the Legislation for the provision of the EETS enters into force;
- b) The EETS Provider enters into liquidation,
- c) a final decision of a competent court confirms that the EETS Provider is insolvent,
- d) there is such a material change in the Legislation that invalidates this EETS Contract or such a material change in the EETS Legislation, or material change of ETC system, that makes it impossible or unfair to continue performance of this EETS Contract,
- e) The EETS Provider ceases its activities,
- f) the activity of the Toll Collection Administrator is terminated and they are not replaced by another toll collection administrator,
- g) the ETC system activity is terminated and it is not replaced by a new ETC system,
- h) The Toll Collection Administrator is in delay with the payment of the EETS Provider's Remuneration for more than three (3) Months,
- i) if the effects of Force Majeure last continuously for more than one hundred and fifty (150) calendar days and affect an obligation and/or obligations under this EETS Contract, without the fulfillment of which the fulfillment of other obligations under this EETS Contract makes no obvious economic sense for the EETS Provider, or if they affect all obligations under this EETS Contract.

23.6. Effects of withdrawal. Withdrawal from the EETS Contract shall take effect upon delivery of a written

notice of withdrawal to the other Party, or at a later date specified in the written notice of withdrawal from the EETS Contract.

23.7. Refund in case of withdrawal. The Parties agree that in the event of termination of this EETS Contract, the Parties shall not be obliged to reimburse each other for the performance provided prior to the termination of the EETS Contract, unless otherwise expressly provided for in this EETS Contract.

23.8. Termination of the EETS Contract. The Toll Collection Administrator shall be entitled to terminate this EETS Contract for the same reasons for which it is entitled to withdraw from this EETS Contract. The EETS Provider shall be entitled to terminate this EETS Contract at any time without giving reasons.

23.9. Formal requirements. Any notice of termination under this EETS Contract shall be executed in writing, shall be delivered to the other Party and shall include a statement of the reason for the termination and a specific description of the facts giving rise to the reason for the termination (except for the case when the EETS Provider terminates the EETS Contract without giving a reason).

23.10. Notice period. The notice period shall be six (6) Months and shall commence on the first day of the Month following delivery of written notice to the other Party.

23.11. Consequences of termination of this EETS Contract. Upon termination of this EETS Contract, the EETS Provider shall be blocked within the ETC system and the EETS Users' Toll Charged Vehicles shall no longer be considered as Vehicles using EETS from that moment onwards. The drivers of such Toll Charged Vehicles are therefore obliged to register the Toll Charged Vehicle either directly with the Toll Collection Administrator or another entity authorised to provide EETS in the EETS Domain and subsequently to pay the Toll directly to the Toll Collection Administrator or through the said entity in the manner set out in the General Terms and Conditions of Electronic Toll Collection of the Toll Collection Administrator or another entity authorised to provide EETS in the EETS Domain, prior to further movement on the Specified Road Sections. The EETS Provider shall therefore inform the EETS User without delay of the termination of this EETS Contract and its consequences. The EETS Provider shall instruct EETS Users of their obligations in connection with the termination of this EETS Contract and to the extent provided for in this point 23.11. of the EETS Contract, shall also regulate these obligations of EETS Users in its General Conditions of Electronic Toll Collection.

## **Article 24**

### **Final provisions**

24.1. Language. All communication under and in connection with this EETS Contract shall be in Slovak or Czech; communication at the working level may, with the consent of the Toll Collection Administrator, be in English or another language. This EETS Contract and all annexes hereto have been prepared 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.

24.2. Mutual notification. The Parties undertake to inform each other in writing of all material facts of which they become aware which may at the same time have a material effect on the performance of their obligations under this EETS Contract.

24.3. Business secret. The Parties agree that the contents of this EETS Contract, as well as the information they have provided to each other prior to its conclusion, do not constitute business secrets within the meaning of the Legislation, nor are they confidential, except for point 24.4 of this EETS Contract, or if either Party so determines by written notice to the other Party, such notice to contain sufficient justification. For the avoidance of doubt, the Parties acknowledge that the Technical and Operational Concept and all related information provided by the EETS Provider to the Toll Collection Administrator for the purpose of the Accreditation are business secrets and confidential information of the EETS Provider. The EETS Provider acknowledges that this EETS Contract will be published in the Central Register of Contracts. The EETS Provider further acknowledges that it will be included in the publicly available list of all EETS Providers with which the Toll Collection Administrator has an EETS Provider Contract upon conclusion of this EETS Contract.

24.4. Confidential information. All documents, deeds, plans, blueprints, sketches, programs, data and information relating to the operation and maintenance of the ETC system and/or the provision of the EETS, as well as any other information that comes to the attention of the Parties in connection with this EETS Contract, the publication or other disclosure of which to the public or to state and local governmental authorities, courts or other public authorities is not required by 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 expressly stated in this EETS Contract. This confidential information will not be considered to be information that:

- a) are publicly available or known at the time of their use or disclosure, unless their public availability and knowledge did not occur due to a breach of a legal or contractual obligation; or
- b) are provided, in accordance with the 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/or provision of EETS, and who has the right to freely dispose of such information and disclose such information to the third parties.

24.5. Use of confidential information. The Parties undertake that, without the prior written agreement of the other Party:

- a) shall not use the confidential information for purposes other than for the provision of EETS and the fulfilment of the obligations under this EETS Contract, in particular for the purpose of obtaining a contract for the provision of other services or for the purposes of any third party projects, except for the use of confidential information (in particular Toll Declaration data), including in return for payment, for the purpose of carrying out traffic engineering analyses, surveys and forecasts, land use analyses, etc., if any third party to whom such confidential information is passed on is bound to keep such information confidential as if they were a party hereto;
- b) shall not 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 relevant Parties, in connection with the EETS Contract. However, confidential information may be disclosed to such persons only to the extent that they need to know for the purposes of the activities they are engaged in to perform supplies or services for the relevant Party, in connection with this EETS Contract, provided that they will be bound to keep such information confidential, as if they were a party to the EETS Contract.

If any government or local government authorities, court or other public authority requests the disclosure of any confidential information, pursuant to this Section of the EETS Contract, the relevant Party shall promptly notify the other Party of such a fact and allows them to response to such a requirement. The obligations of the Parties under this Section of the EETS Contract shall survive the termination of this EETS Contract with no time limit.

24.6. Delivery. Unless otherwise stated herein, whenever this EETS Contract requires the execution and/or provision of approvals, certificates, consents, decisions, notices, applications and other documents explicitly specified in the EETS Domain Statement by any person, these shall be in prepared in writing and shall be delivered personally or by courier or by registered mail through a postal licensee and shall be deemed to have been delivered at the time of delivery (in the case of personal delivery) or at the time of receipt of the delivery receipt (in the case of delivery by courier 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. Normal business communication may be delivered via e-mail. All of the foregoing documents and all notices, materials, papers, letters, deliverables, documents, minutes and/or other documents shall be delivered or mailed to the addresses specified in Annex no. 3 of this EETS Contract.

24.7. Contact details and contact persons. A list of contact details and contact persons (communication matrix) is contained in Annex no. 3 of this EETS Contract. Changes to contact details and/or contact persons shall always be communicated to the Parties in writing without undue delay, without such change requiring the conclusion of a written amendment to this EETS Contract. A change of contact details and/or contact persons

shall be effective on the third (3rd) day following receipt of notification by the other Party, unless the notifying Party specifies a later date as the effective date.

24.8. Force Majeure. If either Party is prevented or will be prevented from fulfilling any of their obligations under this EETS Contract by Force Majeure, then they shall notify the other Party of the event or circumstances that constitute Force Majeure in writing, indicate the obligations which the Force Majeure prevents or will prevent them from fulfilling and the expected duration of such a circumstance constituting Force Majeure. The notification must be made without delay, however, no later than within seven (7) calendar days after the Party became aware or, by exercising proper professional care, should and could have become aware of the relevant event or circumstances constituting the reason for Force Majeure. If possible, exercising due professional care, the above notice shall contain proposed measures leading to the mitigation or exclusion of the consequences of the circumstances constituting Force Majeure and also an estimate of the costs of such measures. In other cases, the notification shall only contain the nearest possible deadline by which the proposed measure can be provided with reasonable efforts. If the proposed measure is approved by the other Party, for which they have a deadline of seven (7) calendar days, the Party affected by the Force Majeure shall proceed according to it until the end of the circumstances of the Force Majeure. After the notification has been made by the relevant Party, that Party shall not be held liable for the respective breaches of obligations for as long as the Force Majeure prevents them or will prevent them from fulfilling the obligations. The Party shall not be exempted from liability for a breach of an obligation by Force Majeure which occurs only at the time when the Party has been in default in fulfilling their obligation. The effects of the liability exemption are limited only for the duration of the Force Majeure. Each Party shall always make every effort necessary to minimize the delay in the fulfillment of their obligations under this EETS Contract, which arose as a result of Force Majeure, in particular to implement the proposed measure if it is approved by the other Party. The relevant Party shall notify the other Party of the moment when the effects of Force Majeure have ceased within the same period as when their occurrence was notified pursuant to this point of the EETS Contract. In relation to the EETS Provider, in the case of Force Majeure affecting subcontractors, the liability will be excluded only if the EETS Provider is excluded from liability according to this point of the EETS Contract, and if the subcontractor would also not be held liable according to this provision if they were directly bound to the Toll Collection Administrator under this EETS Contract instead of the EETS Provider.

24.9. Governing law. The legal relations arising from this EETS Contract shall be governed by the Slovak Legislation, in particular the Toll Collection Act.

24.10. Severability. If at any time any provision of this EETS Contract is or becomes invalid, illegal or unenforceable in any respect under the Legislation, then that provision shall be treated as separate from the remaining provisions of the EETS Contract and neither the validity, legality or enforceability of the remaining provisions shall in any way be affected or impaired. If an invalid, illegal or unenforceable provisions or conditions can be made valid, effective, lawful or enforceable by reasonable modification, then the invalid,

illegal or unenforceable provisions or conditions shall be modified to the minimum extent necessary to make them valid, lawful or enforceable. If the severance or modification of any part of the 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 satisfies the original intent of the Parties.

24.11. Settlement of disputes. The Parties hereby undertake to use their best endeavours to settle all disputes by mutual negotiation and agreement. In the event of a dispute concerning this EETS Contract or the rights and obligations arising therefrom, the Parties shall, as a matter of priority, seek the opinion of the Conciliation Board pursuant to Article 18 et seq. of the Toll Collection Act. The Parties agree that if they are unable to find a satisfactory solution to the dispute, they will resolve 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.

24.12. Register of Public Sector Partners. The EETS Provider's registration in the Register of Public Sector Partners was a condition for concluding this EETS Contract. However, the EETS Provider shall be obliged to maintain this record for the duration of this EETS Contract and to fulfil all related obligations, including the periodic verification of the identification of the end-users of the benefits pursuant to the RPSP Act, whereas they are also obliged to ensure the fulfillment of this obligation by their subcontractors if their subcontractors are the public sector partners.

24.13. Amendments and supplements to the EETS Contract. The EETS Contract may be amended and supplemented only by written amendments numbered in ascending order signed by both Parties, which become an integral part of the EETS Contract after being signed by the other Party.

24.14. Number of counterparts. This EETS Contract is drawn up in five (5) counterparts, of which three (3) counterparts shall be received by the Toll Collection Administrator and two (2) counterparts shall be received by the EETS Provider.

24.15. Annexes. Following Annexes form an integral part of this EETS Contract:

- a) Annex no. 1 - EETS Domain Statement
- b) Annex no. 2 – Schedule of Charges
- c) Annex no. 3 - Intercommunication Parameters
- d) Annex no. 4 - Template of the Operational Report
- e) Annex no. 5 - Quality parameters for the provision of EETS
- f) Annex no. 6 – Glossary of Terms

g) Annex no. 7 - Range of Customer Service

24.16. Circumstances of conclusion of the EETS Contract. By signing this EETS Contract, the Parties declare that they have duly read this EETS Contract, that they have fully understood its contents, which are sufficiently clear and certain for them, that this EETS Contract expresses their free and serious will without any mistake, and that this EETS Contract has not been concluded under any circumstances of duress or on terms and conditions that are manifestly unfavorable to any of the Parties, and they hereby sign this EETS Contract with their own handwriting as a token of their intent to do so.

In Bratislava, \_\_\_\_\_

In [●], \_\_\_\_\_

Toll Collection Administrator:

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**

Member of the Board of Directors