



PaySystem, s.r.o. terms and conditions for the provision of Toll&More Services

CONTENTS:

1.	INTRODUCTORY PROVISIONS	2
2.	DEFINITION OF TERMS	2
3.	CONCLUSION OF THE AGREEMENT	5
4.	SUBJECT-MATTER OF THE AGREEMENT AND THE SCOPE OF SERVICES	7
5.	OBU	8
6.	CUSTOMER SERVICE, COMMUNICATION	11
7.	COMPLAINTS PROCEDURE	12
8.	TOLL DISCOUNT	13
9.	INVOICING AND PAYMENT TERMS	13
10.	BANK GUARANTEE.....	16
11.	AMENDMENT TO THE AGREEMENT	18
12.	TERMINATION OF THE AGREEMENT	19
13.	INFORMATION ON THE PROCESSING OF PERSONAL DATA	20
14.	DUTY OF CONFIDENTIALITY	20
15.	CHANGE OF T&C AND PRICE.....	21
16.	OTHER ARRANGEMENTS	21
	ANNEX NO. 1 to the T&C	23
	ANNEX NO. 2 to the T&C	24
	ANNEX NO. 3 to the T&C	25

1. INTRODUCTORY PROVISIONS

- 1.1 PaySystem, s.r.o., Company ID: 47858192, with its registered office: Lamačská cesta 3/B, 841 04 Bratislava, Slovakia, entered in the Commercial Register kept by the Municipal Court Bratislava III. under file no. 99835/B, is a legal entity established and existing under the laws of Slovakia.
- 1.2 PaySystem, s.r.o. provides Vehicle Operators with a comfortable and optimal solution for payment for the use of toll roads, including the rental of on-board units, with an emphasis on optimising the business of each Vehicle Operator in the field of road transport.
- 1.3 PaySystem, s.r.o. is a member of the ITIS Group, as is ITIS Holding a.s., Company ID: 07961774, with its registered office: Argentinská 1610/4, Holešovice, 170 00 Prague 7, the Czech Republic, registered in the Commercial Register kept by the Municipal Court in Prague under file no. B 24258. ITIS Group focuses on the development and delivery of intelligent solutions for transport infrastructure, including the provision of related operational support and development services.
- 1.4 ITIS Holding a.s. has obtained the authorisation to provide the European electronic toll service pursuant to the decision of the Ministry of Transport of the Czech Republic No. 18/2020-120-ZPK/4 of 26 July 2020 pursuant to the Provision of Section 22d(1) of Act No. 13/1997 Sb., on Road Infrastructure, as amended, and Section 4 of Directive (EU) 2019/520 of the European Parliament and of the Council on the interoperability of electronic toll collection systems and the facilitation of cross-border exchange of information relating to unpaid toll charges in the EU.
- 1.5 ITIS Holding a.s. and PaySystem, s.r.o. cooperate in providing services to vehicle operators within the Toll&More product, in particular in the provision of the European electronic toll service in EU Member States. ITIS Holding a.s. as an accredited entity provides primarily technical service solutions, while PaySystem, s.r.o. provides primarily customer services.
- 1.6 PaySystem, s.r.o. enters into a Toll&More Post-Payment Service Agreement or a Toll&More Pre-Payment Service Agreement with Vehicle Operators, the subject of which is the provision of the agreed Toll&More services.
- 1.7 PaySystem, s.r.o. issues these PaySystem, s.r.o. terms and conditions for the provision of Toll&More Services, in order to determine the mutual rights and obligations of the vehicle operator and PaySystem, s.r.o. in the provision of services under the Toll&More product on the basis of the above agreements.
- 1.8 In the event of a conflict between the wording of the relevant agreement and these Terms and Conditions of PaySystem, s.r.o. terms and conditions for the provision of Toll&More Services, the wording of the relevant agreement shall prevail.
- 1.9 The effective version of these PaySystem, s.r.o. terms and conditions for the provision of the Toll&More Services is always published in the Customer Self Service available on the website (tollandmore.com), is also displayed in the Customer Self Service during the process of concluding the relevant agreement and is also available at Points of Sale.

2. DEFINITION OF TERMS

For the purposes of the following sections of these PaySystem, s.r.o. terms and conditions for the provision of the Toll&More Services, the following terms shall have the defined meanings:

- 2.1 **Bank Guarantee** is a financial instrument to ensure the proper repayment of the Vehicle Operator's debts incurred under the Toll&More Post-Payment Service Agreement; the submission of the bank guarantee by the Vehicle Operator to the Provider is generally a condition for the Toll&More Post-Payment Service Agreement to become effective.
- 2.2 **Price List** is the Provider's Price List of Services setting out the price of Services provided by the Provider under the Agreement, the amount of the Deposit for the provision of OBUs and the contractual penalties for breach of the Agreement, including damage to or loss of OBUs.
- 2.3 **Deposit** is the security paid by the Vehicle Operator to the Provider for the loan of the OBU (for the OBU rental). The Deposit ensures the Vehicle Operator's obligation to return the OBU to the Provider in the condition in which it was received (taking into account normal wear and tear) after the end of the Services.
- 2.4 **Distribution Point** means a Customer Location designated by the Provider where Toll&More Customer Services

are provided to Vehicle Operators and Vehicle Drivers to the extent set out in these T&C. The current list of Distribution Points is published on the Customer Portal.

- 2.5 EETS (European Electronic Toll Service) means the European Electronic Toll Service within the meaning of Section 22b of the Roads Act and Section 2(5) of the Directive; EETS is a service that allows Vehicle Operators to use a Vehicle in one or more EETS domains on the basis of a single EETS Agreement concluded with an EETS Provider, without a direct contractual relationship with a Toll Charger in a given EETS domain, and using a single OBU provided by the EETS Provider; under EETS, the Vehicle Operator pays tolls for the use of Toll Road in EETS domains to the EETS Provider and the EETS Provider provides customer service to the Vehicle Operator. The toll road network in Hungary is considered as a separate EETS domain for the purposes of this Agreement, although EETS has not yet been formally implemented.
- 2.6 Invoice means the collective name for an invoice, tax document or request for payment issued by the Provider and delivered to the Vehicle Operator in both post-payment and pre-payment mode for the purpose of payment of the price of the Services,
- 2.7 GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, or any future successor legislation.
- 2.8 Contact Point means the customer service point designated by the Provider where Toll&More Customer Services are provided to Vehicle Operators and Vehicle Drivers to the extent set out in these T&C. The current list of Contact Points is published on the Customer Portal.
- 2.9 Credit means an advance payment for the price of Services under the Toll&More Service Agreement in the pre-payment mode; it is money paid by the Vehicle Operator to the Provider before the moment of using the Services, in cash at the Point of Sale, by credit card or Fuel Card at the Point of Sale or through the Customer Self Service or by wire transfer to the Provider's account.
- 2.10 Government Regulation of the Czech Republic means Government Regulation of the Czech Republic No. 240/2014 Sb., on the amount of time charges, toll rates, toll discounts and the procedure for applying toll discounts, as amended. The Government Regulation of the Czech Republic establishes the conditions for the Vehicle Operator's entitlement to a toll discount in the EETS Region of the Czech Republic and the conditions for the payment of this discount.
- 2.11 Civil Code means Act No. 89/2012 Sb., the Civil Code of the Czech Republic, as amended.
- 2.12 Point of Sale is a common name for Distribution Points and Contact Points, where the Provider provides customer services to Vehicle Operators within the Toll&More product.
- 2.13 OBU (OBU = on board unit) means an on-board device, or a set of hardware and software equipment provided by the Provider to the Vehicle Operator and necessary for the use of the Services under the Agreement; the OBU is used to collect, store, process and receive or transmit data on the movement of Vehicles remotely; the OBU must be installed in the Vehicle and used in accordance with the OBU User Manual.
- 2.14 EETS domain means a road, road network, structure such as a bridge or tunnel (toll domain) where tolls are collected via an electronic toll collection system, e.g. one EETS domain is the entire network of toll roads in the Czech Republic covered by an electronic toll collection system.
- 2.15 Agreed EETS domains means EETS domains in which the Provider provides Services to the Vehicle Operator on the basis of the Agreement.
- 2.16 T&C means these PaySystem, s.r.o. terms and conditions for the provision of the Toll&More Services.
- 2.17 Vehicle Registration Certificate means a document about the owner and operator of the Vehicle, which contains the technical description of the Vehicle (for vehicles registered in the Czech Republic (i) from 1 January 2024 referred to as Vehicle Registration Certificate, (ii) before 1 January 2024 also referred to as the Vehicle Registration Certificate - Part I and also as the Vehicle Registration Certificate - Part II, (iii) for Vehicles from EU countries also the Vehicle Registration Certificate, (iv) for Vehicles from non-EU countries a similar document issued by a non-EU Member State).
- 2.18 Fuel Card means a fuel card issued by a fuel card issuer other than the Provider, through which the Vehicle Operator is entitled to pay the price of the Services (charge Credit) under the Service Agreement in the pre-payment mode.

- 2.19 Provider means the company PaySystem, s.r.o., Company ID: 47858192, with its registered office: Lamačská cesta 3/B, 841 04 Bratislava, Slovak Republic, entered in the Commercial Register kept by the Municipal Court Bratislava III. under file ref. no. 99835/B.
- 2.20 Vehicle Operator means the Contracting Party that has concluded the Agreement with the Provider; it is a natural or legal person as defined in the Provision of Section 2(b) of Act No. 361/2000 Sb., of the Czech Republic, on Road Traffic, as amended, within the meaning of the Directive, it is an EETS user.
- 2.21 Prepaid Account means an account maintained by the Provider for the Vehicle Operator under the Services Agreement in a pre-payment mode for the purpose of pre-payment (charging) of Credit by the Vehicle Operator and ongoing collection of the price of Services by the Provider.
- 2.22 ITIS Group means ITIS Company and other companies forming together the business group and group structure listed on ITIS Company's website, available at itisholding.com, i.e. in particular the Provider, CzechToll s.r.o., SkyToll, a. s. and TollNet a.s.
- 2.23 Services means the services provided by the Provider to the Vehicle Operator under the Agreement, the scope of which is agreed in accordance with the procedure set out in Section 4 of the T&C, and includes the provision of (a) the Basic Service, (b) related Basic Services, (c) Additional Services and (d) EETS.
- 2.24 Directive means Directive (EU) 2019/520 of the European Parliament and of the Council of 19 March 2019 on the interoperability of electronic toll collection systems and facilitating the cross-border exchange of information relating to the non-payment of tolls in the EU, as amended from time to time.
- 2.25 Agreement means the collective name for the Toll&More Post-Payment Service Agreement and Toll&More Pre-Payment Service Agreement concluded between the Vehicle Operator and the Provider.
- 2.26 Toll&More Post-Payment Service Agreement means the Agreement for the provision of services within the Toll&More product in the post-payment mode, the Services agreed on its basis are paid by the Vehicle Operator only after the use within the agreed payment period, based on the Invoice issued by the Provider after the end of the agreed billing period.
- 2.27 Toll&More Pre-Payment Service Agreement means the Agreement for the provision of services under the Toll&More product in the prepayment mode, the Services agreed on its basis are paid by the Vehicle Operator before the moment of use, in the form of prepayment (charging) of Credit to the Prepaid Account of the Vehicle Operator maintained by the Provider, the Provider continuously collects the price of the Services drawn from the Credit in the Prepaid Account; at the end of the billing period, the Provider issues an Invoice to the Vehicle Operator, which is no longer payable by the Vehicle Operator (the price of the Services is already paid).
- 2.28 ITIS means ITIS Holding a.s., Company ID: 07961774, with its registered office Argentinská 1610/4, Holešovice, 170 00 Prague 7, Czech Republic, entered in the Commercial Register kept by the Municipal Court in Prague under the file no. B 24258.
- 2.29 Post-payment Account means an account maintained by the Provider for the Vehicle Operator under the Agreement for the provision of Services in the postpaid mode, for the purpose of subsequent payment for the Provider's Services by the Vehicle Operator.
- 2.30 OBU User Manual means a document containing primarily a technical description of the OBU, the procedure for proper installation and setup of the OBU and the requirements for proper placement of the OBU in the Vehicle and its operation; the document in its effective version is available on the Customer Portal.
- 2.31 Vehicle means a vehicle operated by the Vehicle Operator as registered in Annex 1 to the Agreement; it is a road motor vehicle with at least four wheels, the maximum permissible weight of which is more than 3.5 tonnes, and the use of the Toll Road in the EETS domain is subject to payment of tolls.
- 2.32 Customer Self Service means a personal account of the Vehicle Operator activated within the Customer Portal on the basis of its registration, through the Customer Self Service the Vehicle Operator can electronically negotiate and communicate with the Provider in connection with the provision of Services under the Agreement.
- 2.33 Customer Centre means a place designated for telephone and written communication between the Vehicle Operator and the Provider in connection with the provision of Services under the Agreement.
- 2.34 Customer Portal means the Toll&More product website operated by the Provider for the Vehicle Operator, accessible to all persons via an electronic device with an internet connection at tollandmore.com.
- 2.35 Roads Act means Act No. 13/1997 Sb., of the Czech Republic, Roads Act, as amended.

3. CONCLUSION OF THE AGREEMENT

- 3.1 The Toll&More Post-Payment Service Agreement can be concluded by the Vehicle Operator with the Provider in person at the Contact Point or remotely through the Customer Self-Service. The Toll&More Pre-Payment Service Agreement can be concluded by the Vehicle Operator with the Provider personally at the Contact Point or Distribution Point or remotely through the Customer Self-Service.
- 3.2 Conclusion of the Toll&More Post-Payment Service Agreement in person at the Contact Point:
- 3.2.1 The Vehicle Operator (natural person or member of the statutory body of a legal person) or his representative (with power of attorney) shall personally appear at the Contact Point. The power of attorney must be executed in Czech, Slovak or English, the signature of the principal on the power of attorney does not have to be officially certified.
- 3.2.2 The Vehicle Operator shall provide the following information to the Contact Point operator: **(a) Identification data of the Vehicle Operator** in the scope of name/name and surname, address of registered office/permanent residence, company ID/date of birth, VAT ID, TAX ID, customer number (if already assigned); **(b) Contact data of the Vehicle Operator** in the scope of e-mail address and address for paper delivery; **(c) Banking data** in the scope of account number/IBAN, BIC/SWIFT; and **(d) Data on the Vehicles** in the scope required in Annex1 to the Agreement. The Vehicle Operator shall also select **(e) the Billing Period** for payment of the Toll and the **due date for** all Invoices issued under the Agreement from the options offered by the Provider on the date of conclusion of the Agreement. The Vehicle Operator shall also select **(f) the EETS domains** in which it wishes to use the Services. The Vehicle Operator shall inform the Contact Point employee that it is interested in concluding the Toll&More Post-Payment Service Agreement.
- 3.2.3 The Vehicle Operator shall submit to the Contact Point employee: (a) his/her identity document to verify the identity of the person acting, a copy of the identity document will not be taken at the Contact Point; (b) if he/she is a legal entity and does not have its registered office in the Czech Republic or Slovakia, upon request, he/she shall submit an extract from the Commercial Register or other relevant register issued in the Czech, Slovak or English language (or translated into these languages) not older than 30 (thirty) calendar days; (c) Vehicle Registration Certificate or its foreign equivalent; if the Vehicle Registration Certificate is missing the EURO or CO2 emission class, the EURO/CO2 emission class information may be supported by a valid CEMT certificate or a COC or CIF document.
- 3.2.4 Based on the provided data and submitted documents, the Contact Point employee generates a draft of the Toll&More Post-Payment Service Agreement with an automated signature of the Provider's representative in 2 (two) copies, submits it to the Vehicle Operator for data checking and for his/her signature. At the same time, it will provide the Vehicle Operator with the T&C and the Price List in the version in force on the date of signing the Toll&More Post-Payment Service Agreement. By signing the Toll&More Post-Payment Service Agreement, the Vehicle Operator confirms the accuracy and completeness of the data contained therein and familiarisation with the T&C, Price List and Information on the processing of personal data. One copy of the Toll&More Post-Payment Service Agreement signed by both parties shall be retained by the Vehicle Operator, the other shall be retained by the Contact Point employee. Upon signature of the Vehicle Operator, the Toll&More Post-Payment Service Agreement becomes valid. The Toll&More Post-Payment Service Agreement shall only become effective upon notification by the Provider sent by e-mail after verification of the information provided in the Toll&More Post-Payment Service Agreement, the documents submitted and the Bank Guarantee submitted. After the Toll&More Post-Payment Service Agreement comes into force, the Vehicle Operator can pick up the OBUs at the Contact Point (or they will be sent to them by post) and use the agreed Services.
- 3.3 Conclusion of the Toll&More Pre-Payment Service Agreement in person at the Contact Point or Distribution Point:
- 3.3.1 The Vehicle Operator (natural person or member of the statutory body of a legal entity) or their representative (e.g. the driver of the Vehicle equipped with a Vehicle Registration Certificate) shall personally appear at the Contact Point or Distribution Point.

- 3.3.2 The Vehicle Operator shall provide the following information to the operator of the Contact Point or Distribution Point: **(a) Identification data of the Vehicle Operator** in the range of name, registered office/permanent residence address, company ID/date of birth, VAT ID, TAX ID, customer number (if already assigned); **(b) Contact details of the Vehicle Operator** in the range of e-mail address and address for paper delivery; **(c) Banking details** to the extent of account number/IBAN, BIC/SWIFT; **(d) The amount of Credit**, if any, that he wishes to subscribe (charge) to the Prepaid Account; **(e) Details of the Vehicle** to the extent required in Annex no. 1 to the Agreement. The Vehicle Operator shall also select **(f) the EETS domains** in which it wishes to use the Services. The Vehicle Operator shall inform the Operator that it is interested in concluding Toll&More Pre-Payment Service Agreement.
- 3.3.3 The Vehicle Operator shall submit the following to the employee of the Contact Point or Distribution Point: (a) its identity document to verify the identity of the person acting, a copy of the identity document will not be taken at the Contact Point or Distribution Point; (b) if it is a legal person and does not have its registered office in the Czech Republic or Slovakia, upon request, it shall submit an extract from the commercial or other relevant register issued in the Czech, Slovak or English language (or translated into these languages) not older than **30 (thirty) calendar days**; (c) Vehicle Registration Certificate or its foreign equivalent; if the Vehicle Registration Certificate is missing the EURO or CO2 emission class, the EURO/CO2 emission class information may be supported by a valid CEMT certificate or a COC or CIF document.
- 3.3.4 The employee of the Contact Point or Distribution Point generates a draft Toll&More Pre-Payment Service Agreement with the automated signature of the Provider's representative in 2 (two) copies, submits it to the Vehicle Operator to check the data and to sign it. At the same time, it will provide the Vehicle Operator with the T&C and the Price List in the version in force on the date of signing the Toll&More Pre-Payment Service Agreement. By signing the Toll&More Pre-Payment Service Agreement, the Vehicle Operator confirms the accuracy and completeness of the data contained therein and familiarisation with the T&C, Price List and Information on the processing of personal data. One copy of the Toll&More Pre-Payment Service Agreement signed by both parties shall be retained by the Vehicle Operator, the other shall be retained by the operator of the Contact Point or Distribution Point. Upon signature by the Vehicle Operator, the Toll&More Pre-Payment Service Agreement shall become valid and effective.
- 3.4 Conclusion of the Agreement remotely via Customer Self Service:
- 3.4.1 If the Vehicle Operator has not yet set up an account in the Customer Self-Service, he/she will register on the Customer Portal. Upon successful completion of the registration, an account will be set up for the Vehicle Operator in the Customer Self Service.
- 3.4.2 As part of the registration on the Customer Portal, the Vehicle Operator fills in the following data: **(a) Identification details of the Vehicle Operator** in the range of name/name and surname, registered office/permanent residence address, registration number/date of birth, VAT number, tax identification number, customer number (if already assigned); **(b) Contact details of the Vehicle Operator** in the range of e-mail address and address for paper delivery; **(c) Bank details** in the range of account number/IBAN, BIC/SWIFT; and **(d) Selected mode**, i.e. post-payment mode or pre-payment mode. In the case of the selection of the post-payment mode, the Vehicle Operator shall also select **(e) the Billing Period** for payment of the Toll and the **due date for** all Invoices issued under the Agreement from the options offered by the Provider on the date of conclusion of the Agreement. The Vehicle Operator shall also select **(f) the EETS Regions** in which it wishes to use the Services. The Vehicle Operator then enters the Vehicle data in the Customer Self Service in the scope required in Amendment 1 to the Agreement.
- 3.4.3 The Vehicle Operator will then generate the Agreement automatically in the Customer Self Service based on the data provided under Section 3.4.2. Before generating the Agreement, the Vehicle Operator shall familiarise itself with the applicable T&C, Price List and Information on the processing of personal data, which shall be confirmed by ticking the relevant box in the process of generating the Agreement. The generated Agreement will already contain the signature of the Provider's representative.
- 3.4.4 The Vehicle Operator then checks the data contained in the generated Agreement, signs it with a recognised electronic signature and sends it from its Customer Self Service account or by e-mail. If the Vehicle Operator does not have a recognised electronic signature, he/she can print out the completed Agreement, sign it in his/her own handwriting and send a copy (scan) via his/her Customer Self Service account or via e-mail. At the moment of signing by the Vehicle Operator, the Agreement becomes valid but not yet effective.

- 3.4.5 The Vehicle Operator will also send a copy (scan) of the following documents from its Customer Self Service account or via e-mail: (a) a power of attorney of the Vehicle Operator's representative executed in Czech, Slovak or English, unless the Vehicle Operator signs the Toll&More Post-Payment Service Agreement herself as a natural person or a member of her statutory body; in the case of concluding the Toll&More Pre-Payment Service Agreement, the power of attorney is not required, (b) if the Vehicle Operator is a legal entity and does not have its registered office in the Czech Republic or Slovakia, submit an extract from the commercial or other relevant register issued in the Czech, Slovak or English language (or translated into these languages) not older than **30 (thirty) calendar days**; (c) Vehicle Registration Certificate or its foreign equivalent; if the Vehicle Registration Certificate is missing the EURO or CO2 emission class, the EURO/CO2 emission class information may be supported by a valid CEMT certificate or a COC or CIF document.
- 3.4.6 The Provider will then check the draft Agreement including the documents sent. If all the details of the Vehicle Operator in the draft Agreement have been filled in properly, all the required documents have been duly submitted and the validity of the Bank Guarantee has been verified (if the Agreement is the Toll&More Post-Payment Service Agreement), the Provider shall confirm to the Vehicle Operator by e-mail and/or information in the Customer Self Service that the Agreement has become effective, the Vehicle Operator may subsequently collect the OBU and start using the Services.
- 3.5 The Vehicle Operator is responsible for the accuracy of the information and documents provided. The Provider is entitled to store and process for the purposes of the Agreement the extract from the Commercial Register of the Vehicle Operator, the Vehicle Registration Certificate, valid CEMT certificates or COC and CIF documents or their foreign equivalents.

4. SUBJECT-MATTER OF THE AGREEMENT AND THE SCOPE OF SERVICES

- 4.1 Subject-matter of the Agreement: The subject-matter of the Agreement is the Provider's obligation to provide the agreed Services to the Vehicle Operator and the Vehicle Operator's obligation to pay the Provider the price of the Services, all under the terms and conditions agreed in the Agreement, the T&C and the Price List.
- 4.2 Scope of Services: The Provider provides the following scope of Services to the Vehicle Operator under the Agreement:
- a) **basic service**: the service of maintaining the Vehicle Operator's account in the Customer Self Service;
 - b) **related basic services**: services for the provision of location data in the EU (i.e. displaying the on-line location of the Vehicle on a map in the EU), data services necessary for the use of the Services, services for processing and archiving data on Vehicle toll transactions and provision of OBUs (detailed specification of services is provided on the Customer Portal);
 - c) **additional services**: additional services specified in the Price List and on the Customer Portal, agreed between the Vehicle Operator and the Provider as set out in Sections 4.4 and 4.5 of the T&C;
 - d) **EETS**: provision of EETS in Agreed EETS domains.
- 4.3 Information about the scope of the Services offered: The Provider informs on the Customer Portal about the scope of the currently offered Services that can be agreed under the Agreement, in particular about the EETS domains in which it provides EETS. The Provider shall also inform Vehicle Operators in the position of existing customers about the extension or limitation of the Services offered by means of e-mail messages.
- 4.4 Conclusion of the scope of Services at the conclusion of the Agreement: When concluding the Agreement, the Vehicle Operator shall choose which EETS domains and additional services it is interested in. The condition that **the Vehicle Operator selects at least two EETS domains for each Vehicle where the Services will be used must be met**. The Vehicle Operator is not obliged to arrange for any additional services. The specific scope of the Services to be provided to the Vehicle Operator under the Agreement is agreed upon at the time of approval of the Vehicle Operator's choice of Services by the Provider. The basic service and related basic services according to Section 4.2 (a) and (b) of the T&C are always provided to the Vehicle Operator and the Vehicle Operator is obliged to pay for them to the Provider.

4.5 Changing the scope of the Services after the conclusion of the Agreement:

- a) In case the Vehicle Operator is interested in using services in another EETS domain or in using an additional service, the Vehicle Operator may select in his Customer Self Service account or indicate at the Point of Sale that he is interested in extending the Services used. The Provider will then notify the Vehicle Operator by e-mail or other appropriate means whether the provision of the new Service selected by the Vehicle Operator has been approved by the Vehicle Operator and what are the conditions for its activation (e.g. increase of the guaranteed amount under the Bank Guarantee in the post-payment mode, replacement of the OBU). The provision of the new Service is agreed upon the moment of delivery of the Provider's notification to the Vehicle Operator of its activation (in electronic form, in paper form or at the Point of Sale). The Vehicle Operator has no legal right to extend the Services provided.
- b) In the event of a limitation of the scope of the Services drawn from the decision of the Vehicle Operator, the Vehicle Operator sends an e-mail to the Provider specifying which Service it wishes to deactivate and from what date. The Provider will confirm the receipt of the notification to the Vehicle Operator by e-mail or communicate the conditions for deactivation of the Service, e.g. the Service can only be terminated with effect on specific days.
- c) In case of limitation of the scope of the provided Services by the Provider's decision, the Provider shall send an e-mail to the Vehicle Operators who have this Service agreed **at least 60 (sixty) calendar days before the deactivation of the Service**. By entering into the Agreement, the Vehicle Operator confirms that the above period is sufficient to secure a new Service provider for the Vehicle Operator and the Provider shall not be liable or have any liability or costs whatsoever to the Vehicle Operator in respect of the termination of the provision of the Service.

5. OBU

- 5.1 Acceptance of OBU: After the Agreement or an Amendment to the Agreement comes into force, on the basis of which a new Vehicle will be registered, the Vehicle Operator is entitled to collect the OBU for each of the registered Vehicles from the Provider at the Point of Sale. The Vehicle Operator may request the Provider to deliver the OBUs to the address specified by the Vehicle Operator by marking (indicating) the option within the process of concluding the Agreement (Amendment to the Agreement) or by e-mail, in which case the Provider may request the price specified in the Price List or the reimbursement of the actual costs associated with the packaging of the OBUs and their transportation.
- 5.2 Ownership and provision of OBUs: The OBU does not pass into the ownership of the Vehicle Operator. The Provider provides the Operator with OBUs in the mode of loan, i.e. for the purpose of their temporary use when using the Services. The Vehicle Operator is obliged to return undamaged OBUs to the Provider in the condition in which it received them (taking into account normal wear and tear) after the end of the provision of Services.
- 5.3 Deposit: In order to fulfil the obligation to return the undamaged OBU, the Vehicle Operator is obliged to pay the Provider a Deposit in the amount specified in the Price List. The deposit will be paid by the Vehicle Operator in the settlement currency chosen for payment of the price of the Services. In order to pay the Deposit, the Vehicle Operator is required to prepay the Credit to the Prepaid Account in the pre-payment mode, and the Provider subsequently collects the Deposit from the Credit in the Vehicle Operator's Prepaid Account.
- 5.4 Return of OBUs: The Vehicle Operator is obliged to return the undamaged OBUs to the Provider within **14 (fourteen) calendar days** from the termination of the Agreement or the conclusion of an Amendment to the Agreement, the subject-matter of which is the deregistration of the Vehicle, at the Point of Sale or by mail to the following delivery address Lamačská cesta 3/B, 841 04 Bratislava, Slovakia.
- 5.5 Damage to OBU: The OBU is considered damaged especially in cases where it is mechanically damaged (e.g. broken, shattered, scratched device or missing power cord or degraded or otherwise damaged bar/number code) or has visually noticeable signs of damage (e.g. described, dirty, burnt, caked/ showing signs of liquid ingress into the device or contaminated with adhesive or fitted with a cable other than that specified by the manufacturer or received at the Point of Sale or by post); damage to the OBU is assessed regardless of the functionality of the barcode or the OBU itself; in the event of a dispute, the opinion of an Authorized Person shall govern; for the avoidance of doubt, Authorized Person means an expert or other knowledgeable person who is trained and, if applicable, certified or otherwise authorized to evaluate the merits of the dispute.

- 5.6 Notification of loss or damage to the OBU: The Vehicle Operator is obliged to prevent situations in which OBUs may be lost or damaged. The Vehicle Operator is obliged to immediately notify the Provider of any loss or damage to the OBU via the Customer Centre, e-mail or the Point of Sale. The Provider will then deactivate the OBU and invite the Vehicle Operator to collect the new OBU. If the Vehicle Operator breaches its obligation to notify the loss of the OBU without delay, it shall be obliged to pay the price of the Services including the toll charged for the use of the Toll Roads in the period from the date of loss to the date of notification of the loss of the OBU.
- 5.7 OBU exchange: The Vehicle Operator is obliged to immediately, no later than within **7 (seven) calendar days** from the date of the Provider's request via e-mail message, to come to the Point of Sale to replace the OBU for technical or operational reasons. In case of violation of the above obligation by the Vehicle Operator, the Provider is entitled to deactivate the affected OBUs.
- 5.8 Return of Deposit: Unless otherwise agreed by the Contracting Parties, the Provider is obliged to return (transfer) the Deposit for the returned OBU to the Vehicle Operator no later than **30 (thirty) calendar days** from the receipt (delivery) of the OBU. To dispel any doubts, it is stated that the return of the Deposit does not take place at the Point of Sale.
- 5.9 Contractual penalty: The Provider shall be entitled to demand payment of a contractual penalty from the Vehicle Operator for (a) unblocking of the blocked OBU, (b) for irreparable destruction, loss or stolen OBU, (c) for failure to return the OBU within a specified period of time from the termination of the Agreement or other action specified in the Agreement, (d) repairable damage to the OBU, (e) damage to the OBU accessories - cable, holder or battery. The amount of contractual penalties is set out in the Price List. The Provider shall claim the contractual penalty against the Vehicle Operator by means of an Invoice.
- 5.10 Set-off of the contractual penalty against the security: The Provider shall be entitled to unilaterally set off the contractual penalty applied pursuant to Section 5.9 of the T&C against any monetary claim of the Vehicle Operator against the Provider, including the claim for reimbursement of the unused prepaid Credit on the Vehicle Operator's Account specified in the Agreement or the claim for the return of the Deposit.
- 5.11 Use of OBU:
- a) only 1 (one) OBU can be used in the Vehicle , registered through the Provider exclusively for this Vehicle; the rules for simultaneous transport of the second (inactive) OBU are set out in Section 5.13(h) of the T&C; if the Provider discovers (e.g. on the basis of information from the Toll Charger) that there are multiple OBUs (on-board equipment) intended for a given EETS Agreed domain installed and operational in the Vehicle at a given time, the Provider is entitled to temporarily block the OBU provided to the Vehicle Operator under the Agreement in order to avoid duplicate toll payments;
 - b) The OBU may only be used with the original accessories, otherwise any claim regarding its functionality cannot be successfully made;
 - c) the OBU may only be handled and used in the manner prescribed by law and the OBU User Manual;
 - d) for OBUs issued to a Vehicle for which Services are provided under the Toll&More Pre-Payment Service Agreement, the Vehicle Operator is obliged to perform at least 1 (one) toll transaction every 6 (six) months. In the event of failure to fulfil this obligation, the Provider may withdraw from this Agreement in accordance with Section 12.3.2 of the T&C.
- 5.12 Installation and placement of OBUs in the Vehicle:
- a) The Vehicle Operator is responsible for the installation and placement of the OBU in the Vehicle in accordance with the legal regulations and the OBU User Manual. The OBU shall always be installed and positioned in such a way that the data necessary for the calculation of the toll and for the performance of control activities can be obtained. Installation of the OBU means its physical connection to the electrical system of the Vehicle. Positioning of the OBU means the spatial determination of the position of the OBU on the windscreen of the Vehicle and its fixation at this determined position.
 - b) The Vehicle Operator undertakes not to install or place any other equipment in the Vehicle using the OBU in such a way that it would adversely affect the proper functioning of the OBU (typically interfering with it). If the Vehicle is equipped (even from the manufacturer) with a device, component or modification that could hinder the proper functioning of the OBU, the Vehicle Operator is obliged to ensure the installation of an external antenna supplied by the Provider and the connection of the antenna to the OBU according to the OBU User Manual or is obliged to place such other devices and components of the Vehicle equipment in the Vehicle in such a way that the proper functioning of the OBU is not impaired. In case of interference or suspected

interference with the proper functionality of the OBU by another device or component of the Vehicle's equipment, the Vehicle Operator is entitled to contact the Provider via the Customer Centre or the Customer Self Service with a request for assistance (consultation) in order to find a suitable technical solution.

5.13 OBU settings:

- a) The Driver of the Vehicle shall ensure that at least **30 (thirty) kilometres** prior to the Vehicle's arrival in the EETS Approved domains the OBU is operational (i.e. the OBU is plugged into the Vehicle's electrical system socket and correctly set up, unless the OBU is connected via a fixed installation).
- b) The Vehicle Operator is responsible for the correct setting of the OBU, including the number of axles, and the driver of the Vehicle before and during the journey on the Toll Road. Setting up the OBU means entering the correct data into the OBU. When checking the functionality of the OBU **before driving, the driver of the Vehicle is obliged to check the correctness of the current number of axles of the Vehicle.**
- c) When the OBU is provided, the Provider shall set in the OBU the Vehicle category, the total weight of the Vehicle, the minimum (basic) number of axles of the Vehicle and the emission class of the Vehicle and other parameters necessary to determine the amount of the toll in the Agreed EETS domains based on the Vehicle registration data.
- d) If the number of axles of the Vehicle is changed before or during the use of the Toll Road, the Vehicle Operator or the driver of the Vehicle shall immediately **change the number of axles in the OBU so that it corresponds to the actual state of the Vehicle.** It is not possible to change the number of axles while driving, the Vehicle must be stationary to change axles.
- e) If a higher toll rate than the rate corresponding to the actual category of the Vehicle is applied due to incorrect OBU settings by the Vehicle Operator and/or the Vehicle driver, the Vehicle Operator is obliged to pay the toll calculated on the basis of the higher rate if requested to do so by the relevant Toll Charger.
- f) The Vehicle Driver may, under the conditions specified in the OBU User Manual, switch off the OBU's audible alarm which will inform him of its proper functioning. Switching off the OBU sound signal does not relieve the Vehicle Driver of the obligation to check the functionality and correct settings of the OBU during the journey. Switching off the audible alarm does not relieve the Vehicle Operator and/or the driver of the Vehicle of the responsibility for compliance with the obligations set out in the legal regulations applicable in the relevant EETS Agreed domain and T&C.
- g) If the OBU breaks down or is damaged during the journey on Toll Roads, the Vehicle Driver is obliged to go to the nearest customer service point of the Toll Charger (national toll service provider), to perform a one-time registration to the toll system, pick up his/her one-off OBU or directly pay the one-off toll (ticket) for driving on that section of Toll Road and at the same time inform the Customer Centre about the OBU malfunction and the temporary solution adopted.
- h) If, during the journey on Toll Roads, another on-board device (another OBU or another type of on-board device) is transported in the Vehicle in addition to the OBU recording toll transactions, which is not to be used to record toll transactions at the time of transport, the Vehicle Operator shall ensure the correct transport of such other on-board device in accordance with the instructions of the Owner, the Toll Charger and the OBU User Manual. If this procedure is not followed, the Vehicle Operator shall also be obliged to pay toll transactions captured by other on-board equipment.

- 5.14 Blocking OBUs: The Vehicle Operator acknowledges and agrees that the Provider is entitled to block the OBU in the following cases: (a) in the event of default by the Vehicle Operator in payment of the price of the Services including tolls; (b) in the event of failure to comply with the obligation set out in the T&C relating to the Bank Guarantee; (c) in the event of loss of the OBU; (d) in the event of handling the OBU in contravention of applicable law or the OBU User Manual; (e) in the event of default by the Vehicle Operator in replacement of the OBU pursuant to Section 5.7 of the T&C; (f) if the balance of Credit on the Vehicle Operator's Prepaid Account in the prepayment mode falls below the minimum amount of the balance of Credit set out in the Price List; (g) in case of insufficient coverage of payments by the Bank Guarantee pursuant to Section 10.10 of the T&C; (h) in case of detection of multiple OBUs in the Vehicle in operation at the same time within the meaning of Section 5.11(a) of the T&C; (g) in case of automatic termination of the Agreement pursuant to Section 12.4 of the T&C and in other cases pursuant to the T&C or the Agreement.

6. CUSTOMER SERVICE, COMMUNICATION

- 6.1 The provision of Toll&More Services under the and communication between the Provider and the Vehicle Operator is carried out through the following communication channels: (a) Contact points as per Section 6.2 of the T&C; (b) Distribution points as per Section 6.3 of the T&C; (c) Customer Centre as per Section 6.4 of the T&C; (d) Customer Self Service as per Section 6.5 of the T&C. The common name for Contact Points and Distribution Points is Points of Sale.
- 6.2 Contact points
- 6.2.1 The current list of Contact Points providing Toll&More Services, including their operating hours, is always available on the Customer Portal. The Customer Service Centre will also provide this information on request.
- 6.2.2 The Contact Points employees communicate with the Vehicle Operators (their contact persons and other representatives, including the drivers of the Vehicles) in the official language of the country in which they are located. During the meeting at the Contact Point, the representative of the Vehicle Operator is obliged to provide relevant evidence of his/her authorisation to represent the Vehicle Operator.
- 6.2.3 The Contact Points provide the following Services to Vehicle Operators: (a) information about the Toll&More product and the Services provided; (b) conclusion, modification and termination of the Agreement; (c) issue, exchange and return of OBUs; (d) receive submissions regarding damage and loss of OBUs, claims for Services or invoiced price of Services; (e) receive requests to create access to the Customer Self Service and to reset the password for access; (f) prepayment of Credit to the Prepaid Account by the Vehicle Operator; (g) any other Services expressly provided for in the T&C.
- 6.3 Distribution points
- 6.3.1 The current list of Distribution Points providing Toll&More Services, including their operating hours, is always available on the Customer Portal. The Customer Service Centre will also provide this information on request.
- 6.3.2 The Distribution Point employees shall communicate with the Vehicle Operators (their contact persons and other representatives, including the drivers of the Vehicles) in the official language of the country in which they are located. When acting at the Distribution Point, the Vehicle Operator's representative is obliged to provide relevant evidence of his/her authorisation to represent the Vehicle Operator.
- 6.3.3 Distribution Points provide the following Services to Vehicle Operators: (a) information about the Toll&More product and the Services provided; (b) conclusion, modification and termination of the Agreement for the Provision of Services in the pre-payment mode; (c) dispensing, exchange and return of OBUs; (d) prepayment of Credit to the Vehicle Operator's Prepaid Account; (e) any other Services expressly mentioned in the T&C.
- 6.4 Customer Centre
- 6.4.1 The Customer Centre is intended for telephone and written communication between the Vehicle Operator and the Provider in connection with the provision of Services under the Toll&More product.
- 6.4.2 **Telephone communication:** The telephone numbers of the Customer Centre providing the Toll&More Services, including opening hours, are always listed on the Customer Portal. The Customer Portal also informs about temporary interruptions in the provision of telephone services, e.g. due to system maintenance.
- 6.4.3 **Written communication:** The Customer Centre can be communicated with in writing via e-mails sent to the Provider's e-mail address specified in the Agreement or by letters sent to the address for delivery of documents specified in the Agreement.
- 6.4.4 The Customer Centre operator provides communication with Vehicle Operators (their contact persons and other representatives including drivers of Vehicles) in Czech, Slovak and English. When communicating with the Customer Service Centre, a representative of the Vehicle Operator is obliged to provide relevant evidence of his/her authorisation to represent the Vehicle Operator.
- 6.4.5 The Customer Service Centre provides the following Services to Vehicle Operators: (a) provide information about the Toll&More product and the Services provided; (b) accept termination of the Agreement in writing; (c) accept submissions regarding damage and loss of OBUs, claims for Services or invoiced price of Services; (d) accept requests to create access to the Customer Self Service and to reset the password for access; (e) any other Services expressly provided for in the T&C.

6.5 Customer Portal and Customer Self Service

- 6.5.1 The Customer Portal is available at tollandmore.com and contains basic information about the Toll&More product and the Services.
- 6.5.2 The condition for making the Customer Self Service available is the prior registration of the Vehicle Operator on the Customer Portal, on the basis of which the Vehicle Operator will be generated a login name and password. The Vehicle Operator is fully responsible for keeping the username and password confidential.
- 6.5.3 The Customer Self Service is intended for electronic communication between the Vehicle Operator and the Provider in connection with the provision of Services under the Toll&More product. Customer Self Service can be accessed via electronic devices with internet access. The Customer Self Service app can be installed on a mobile device with internet access. The Customer Self Service always publishes the effective version of the T&C and the Price List.
- 6.5.4 The following Services are provided to Vehicle Operators and drivers of Vehicle through the Customer Self Service: (a) completion of the Vehicle Operator's identification and contact details and Vehicle details as part of the Agreement conclusion process; (b) conclusion of the Agreement; (c) receipt of notification of a change to the Vehicle Operator's details specified in the Agreement, including a request to change the billing period and due date in the post-payment mode; (d) amendment of the Agreement and change to the scope of the Services provided; (e) submission of a Bank Guarantee, i.e. (f) access to accounting documents, including invoices and electronic statements of toll transactions; (g) receipt of submissions regarding damage and loss of OBUs, claims for Services or invoiced price of Services; (h) prepayment of Credit to the Vehicle Operator's Prepaid Account; (i) on-line display of the Vehicles' location on a map in the EU, and any other Services expressly provided for in the T&C.
- 6.5.5 The Customer Self Service will be active for at least **sixty (60) calendar days** after the termination of the Agreement.

6.6 Common provisions for communication between the Parties

- 6.6.1 If specific Customer Services are provided on the basis of this Section of the T&C via different channels, the Vehicle Operator is entitled to choose any of them (he is entitled to make a submission via the Customer Centre, Customer Self Service, Point of Sale, e-mail or letter), but he is obliged to respect that part of the Services is provided only for a specific payment (billing) mode. The Provider primarily communicates with the Vehicle Operator through the Customer Self Service. Letters must be sent to the address of the other party for delivery of documents specified in the Agreement or in the Customer Self Service. E-mails must be sent to the e-mail address of the other party specified in the Agreement or in the Customer Self Service.
- 6.6.2 The legal action aimed at termination of the Agreement (agreement of the Parties, termination of the Agreement, withdrawal from the Agreement) must always be made in documentary form, signed by an authorized person of the Party and delivered to the address of the other Party for delivery of documents specified in the Agreement (Customer Self Service), or made in electronic form, signed by an authorised person of the Party with a recognised electronic signature and sent to the e-mail address of the other Party specified in the Agreement (Customer Self Service).
- 6.6.3 A message sent by e-mail or via Customer Self Service is deemed to have been delivered at the moment of sending. A letter sent to the address of the Contracting Party for delivery of documents specified in the Agreement by a postal service provider or courier service shall be deemed to have been delivered no later than on the third day following its dispatch (unless it has already been demonstrably delivered earlier).
- 6.6.4 The Provider is entitled to communicate with the Vehicle Operator in Czech, Slovak or English.
- 6.6.5 If the Vehicle Operator requires paper delivery of a certain document for which the Contract including the T&C does not obligatorily provide so, the Provider may require payment in the amount according to the Provider's Price List.

7. COMPLAINTS PROCEDURE

- 7.1 Subject of the complaint: If the Vehicle Operator discovers discrepancies in the Services provided or the invoiced price of the Services, including tolls for the use of Toll Roads in EETS Approved domains, it is entitled to file a

claim with the Provider.

- 7.2 How to file a claim: The Vehicle Operator may deliver the complaint to the Provider via any of the following channels: (a) submission at the Customer Self Service, (b) submission to the Customer Service Centre, (c) submission at the Contact Point, or (d) mail delivered to the address for paper delivery specified in the Agreement/Customer Self Service. To submit a complaint, the Vehicle Operator uses the complaint form, which is stored on the Customer Portal.
- 7.3 Content of the complaint. The Vehicle Operator's complaint must contain at least the following information: (i) identification of the Vehicle Operator and, if applicable, the contact person for the claim, (ii) description and documentation of the claimed irregularity in the provision of the Services or in the invoicing of the price of the Services, (iii) what the Vehicle Operator is claiming, (iv) in the case of a claim submitted by mail, the signature of the person acting (hereinafter referred to as **the "Essential Complaint Elements"**). The filing of a claim does not affect the Vehicle Operator's obligation to pay the Invoice within its due date. The complaint procedure is free of charge, each party bears its own costs of the complaint procedure.
- 7.4 Complaint handling: The Provider shall settle the Vehicle Operator's complaint within **30 (thirty) calendar days** from the date of its receipt. In justified cases (e.g. when it is necessary to discuss the subject of the complaint with the toll collection entity), the deadline for processing the Provider's complaint may be extended; the Vehicle Operator will be informed about the extension of the deadline. The Vehicle Operator will be informed about the settlement of the complaint via Customer Self Service or e-mail. The Provider will settle the complaint in one of the following ways: (a) if the complaint does not contain the Essential Complaint Elements, it shall invite the Vehicle Operator to complete the complaint within the specified period; (b) if the submitted claim and the evidence provided shows that it is justified, the Provider shall accept the claim as justified and take appropriate measures - if the settlement of the claim results in the Provider's obligation to refund the amount already paid to the Vehicle Operator, the relevant amount shall be credited (deducted) in the next Invoice as standard or the Credit on the Vehicle Operator's account stated in the Agreement shall be increased immediately by the incorrectly collected amount; (c) if the claim submitted and the evidence provided does not show that the claim is justified, the Provider shall reject the claim. In justified cases, the Provider may invite the Vehicle Operator to supplement the information or documents.

8. TOLL DISCOUNT

If any toll discount is granted in a particular EETS domain in accordance with national legislation, the relevant information and conditions for applying the discount are set out in a separate Annex to these T&C governing that EETS domain, as set out in Section 16.6 of these T&C.

9. INVOICING AND PAYMENT TERMS

- 9.1 The Vehicle Operator is obliged to pay the Provider the price for the provision of the Services under the Toll&More Post-Payment Service Agreement on the basis of invoices issued by the Provider each time after the end of the agreed billing period. The Vehicle Operator is obliged to pay the Provider the price for the provision of the Services under the Toll&More Post-Payment Service Agreement through the Credit prepaid on the Vehicle Operator's Prepaid Account.
- 9.2 Price for the provision of the Services: The Provider shall invoice the Vehicle Operator on the basis of the Agreement:
- a) the price for the basic service and related basic services defined in Section 4.2(a) and (b) of the T&C** in the amount according to the Price List;
 - b) the price for additional services** negotiated separately between the Provider and the Vehicle Operator in the amount according to the Price List;
 - c) an EETS price** equal to the toll for the use of Toll Roads by Vehicles registered in Annex 1 to the Agreement in the Agreed EETS domains.
- 9.3 Form of tax document: The Vehicle Operator agrees to send the Invoices in electronic form to the Vehicle Operator's account held at the Customer Self Service, unless otherwise agreed in writing by the Parties. Any sending of Invoices in paper form is charged according to the Price List. The Vehicle Operator acknowledges that

Invoices in prepayment mode will be sent for informational and tax purposes only, the Vehicle Operator will not pay these Invoices as the price of the Services will be collected by the Provider from the pre-paid Credit on the Vehicle Operator's Prepaid Account stated in the Agreement.

9.4 Post-payment scheme - billing period and due date:

- a) **EETS price:** The Provider shall issue a separate Invoice for the payment of toll for the use of Toll Roads by the Vehicles of the Vehicle Operator within the meaning of Section 9.2(c) of the T&C in each 1 (one) Agreed EETS domain for the billing period agreed in the Agreement (the Vehicle Operator shall select the billing period from the current range of billing periods as of the date of conclusion of the Agreement). The Vehicle Operator is always obliged to pay the Invoice within the due date agreed in the Agreement (the Vehicle Operator chooses the due date from the current range of due dates as of the date of conclusion of the Agreement, the due date for Invoices issued according to Section 9.4 a) and b) of the T&C is the same).
- b) **Price of basic service + related basic services and price of additional services:** The Provider shall issue a summary Invoice for payment of the price of the basic service + related basic services and the price of additional services within the meaning of Section 9.2 (a) and (b) of the T&C each time after the end of the billing period of **1 (one) calendar month**. The Vehicle Operator is always obliged to pay the Invoice within the due date agreed in the Agreement (the Vehicle Operator chooses the due date from the current range of due dates as of the date of conclusion of the Agreement, the due date for Invoices issued according to Section 9.4 a) and b) of the T&C is the same).

9.5 Pre-payment mode - Credit prepayment and billing period:

- 9.5.1 **Pre-payment of Credit:** In the Pre-payment Mode, Credit can be pre-paid by the following means of payment: (a) in cash at the Contact Point or Distribution Point, (b) by payment card or Fuel Card at the Contact Point, Distribution Point, through the Customer Self Service, the list of types of accepted payment cards and Fuel Cards is published on the Customer Portal, the payment must be confirmed by the Authorisation Centre and accepted by the issuer of the payment card or Fuel Card, (c) by wire transfer to the Provider's account specified in the Customer Self Service. If the Payment Card or Fuel Card has been lost, stolen or otherwise misused and the Vehicle Operator has not had the Payment Card or Fuel Card blocked by the issuer of such card, the Provider shall not be liable for payments made by such Payment Card or Fuel Card and shall not be obliged to refund the prepaid Credit via such unblocked Payment Card. If the Vehicle Operator uses the Fuel Card to pay the price of the Services (to load the Credit), the Provider shall have a claim for payment of the price of the Services against the Vehicle Operator. Upon payment of the price of the Services by the relevant Fuel Card Issuer, the Provider shall assign the claim for payment of the price of the Services to the relevant Fuel Card Issuer, to which the Vehicle Operator agrees. The amount of the fee for topping up the Credit is set out in the Provider's Price List.
- 9.5.2 **Minimum Credit balance on the Agreement Account:** The Vehicle Operator is obliged to maintain a minimum balance of Credit on the Prepaid Account according to the Price List, whereby different minimum balances may be set for different EETS domains.
- 9.5.3 **Minimum one-time pre-payment of Credit:** The minimum amount of one-time prepayment (charge) of the Credit is set in the Price List (or its equivalent in CZK according to the current exchange rate of Tatra banka, a.s. - Foreign exchange purchase).
- 9.5.4 **Maximum amount of a one-time pre-payment of Credit in cash at the Point of Sale:** The maximum amount of a one-time pre-payment (recharge) of the Credit in cash at the Point of Sale is set at **EUR 5000** (or its equivalent in CZK at the current exchange rate of Tatra banka, a.s. - Foreign exchange purchase).
- 9.5.5 **Indication of insufficient balance and blocking of OBU:** OBU indicates to the Vehicle Operator that the Credit balance in the Prepaid Account will soon reach the minimum Credit balance set out in the Price List. In this case, the Vehicle Operator is obliged to prepay (charge) the corresponding amount of Credit or leave the Toll Road. If the balance of Credit on the Prepaid Account falls below the minimum balance of Credit according to the Price List, the Provider is entitled to immediately block the OBU and it can no longer be used to pay the price of Services including the Toll. Indications and interlocks are displayed on the OBU in the manner specified in the OBU User Manual.
- 9.5.6 **Refund of unused pre-paid Credit:** The Vehicle Operator is entitled to request a refund of the entire unused Prepaid Credit at any time (it is not possible to request a refund of only part of the unused Credit in the Prepaid Account) by written submission sent via Customer Self Service or sent to the Customer Centre. The Provider shall return the required unused prepaid Credit within 30 (thirty) days of receipt of the submission by wire

transfer to the Vehicle Operator's bank account specified in the Toll&More Pre-Payment Service Agreement. The Provider shall also return the entire unused prepaid Credit within 30 (thirty) days from the date of termination of the Toll&More Pre-Payment Service Agreement, unless the conditions for termination of the Vehicle Operator's right to return the unused Credit set out in Sections 12.3.2 or 12.4.1 of these T&C are met.

9.5.7 **Invoice and billing period:** The Provider shall issue the Vehicle Operator an Invoice for the price of the agreed and used Services according to Section 9.2 (a), (b) and (c) of the T&C after the end of the billing period of **1 (one) calendar month**. The Vehicle Operator does not pay the price of the Services on the basis of the issued Invoice, the price of the Services is automatically collected by the Provider from the prepaid Credit on the Vehicle Operator's Prepaid Account. The invoice is issued primarily for information and tax purposes. The Vehicle Operator hereby agrees to authorise the Provider to collect the price of the Services from the Credit in the Vehicle Operator's Prepaid Account.

9.6 Settlement currency:

9.6.1 **Pre-payment mode:** In the case of the Toll&More Pre-Payment Service Agreement, the settlement currency is obligatorily the Euro (EUR). The Provider shall issue and send the Vehicle Operator invoices for the Services provided always in the settlement currency.

9.6.2 **Post-payment mode:** In the case of the Toll&More Post-Payment Service Agreement, the Vehicle Operator shall immediately after the conclusion of the Agreement select the settlement currency in the Customer Self Service, choosing between Czech crowns (CZK) and euros (EUR). The Provider shall issue and send the Vehicle Operator invoices for the Services provided always in the settlement currency.

9.7 Exchange rate conversion: If a Toll Charger charges and invoices tolls for the use of Toll Road in Agreed EETS domain in a currency other than the settlement currency, the Provider shall perform an exchange rate conversion. The Provider shall perform the exchange rate conversion of the toll charged by the Toll Charger in another currency into the settlement currency once when issuing the Invoice. The Provider shall use the **Tatra banka, a.s. - Foreign exchange sales** exchange rate valid on the last day of the billing period for the conversion of the toll. - . If the Vehicle Operator prepays (charges) the Credit to the Prepaid Account in a currency other than the settlement currency, the Provider shall convert the prepaid amount of the Credit into the settlement currency using the exchange rate ticket of **Tatra banka, a.s. - Foreign exchange purchase** valid on the date of pre-payment of the Credit.

9.8 VAT: The Provider shall invoice the Vehicle Operator together with the toll according to Section 9.2(c) of the T&C for value added tax under the conditions and in the amount specified in the legislation applicable to the Agreed EETS domain. The Provider shall invoice the Vehicle Operator together with the price of other Services pursuant to Section 9.2 (a) and (b) of the T&C for value added tax in the amount according to the legislation of Slovakia.

9.9 Vehicle Operator default: In the event of delay by the Vehicle Operator in payment of any payment under the Toll&More Post-Payment Service Agreement within the agreed due date, the Provider shall be entitled to pay interest on late payment to the Vehicle Operator **in the amount of 0.5% (half a percent) of the amount due for each day of delay**. The Provider shall charge interest on late payment by means of an Invoice. In the event that the Credit balance on the Vehicle Operator's Prepaid Account falls below EUR 0,- (zero), the Provider is entitled to claim a contractual penalty against the Vehicle Operator in the amount of 0.5% (half a percent) of the negative amount (debt) for each day until the Credit is prepaid again and the Credit balance on the Prepaid Account reaches EUR 0 (i.e. until the debt is settled).

9.10 Reminder: In case of delay of the Vehicle Operator with payment of any payment under the Agreement, the Provider shall send a reminder to the Vehicle Operator without delay via e-mail message / to the Customer Self Service. In the event that the amount due is not paid even within the period specified in the reminder, the Provider sends a second reminder. The sending of each reminder is subject to a fee in accordance with the Price List and the Vehicle Operator is obliged to pay the cost of sending the reminder.

9.11 Drawing on the Bank Guarantee: In the event of delay of the Vehicle Operator in payment of any payment under the Agreement for the provision of Services in the post-payment mode longer than **10 (ten) calendar days**, the Provider is entitled to draw the amount due from the Bank Guarantee submitted by the Vehicle Operator.

9.12 Information about the balance of funds in your Prepaid Account: The Vehicle Operator acknowledges that the information on the Credit balance of his/her Prepaid Account provided at his/her request at the Point of Sale, the Customer Centre or the Customer Self Service is only indicative and in particular may not take into account toll

transactions made in the last 48 hours.

10. BANK GUARANTEE

- 10.1 **Bank guarantee:** The Vehicle Operator is obliged to arrange, at its own expense, a valid, unconditional and irrevocable Bank Guarantee payable at the Provider's first request and without objection, issued by a bank in favour of the Provider, to secure the payment of the Provider's claims against the Vehicle Operator arising under or in connection with the Toll&More Post-Payment Service Agreement, in particular to secure the payment of tolls, the price of the Services, contractual penalties, interest on late payment, damages or costs incurred by the Provider in connection with the application of the Bank Guarantee. The arrangement of the Bank Guarantee shall be evidenced by the Vehicle Operator by the original guarantee document issued by the bank in paper or electronic form. The obligation to arrange a Bank Guarantee and to submit a guarantee document does not apply to the Vehicle Operator who has concluded a Toll&More Pre-Payment Service Agreement.
- 10.2 **Consequences of the presentation of the guarantee document:** Negotiation of the Bank Guarantee and submission of the guarantee document by the Provider pursuant to this Section of the T&C is a condition for the entry into force of the Toll&More Post-Payment Service Agreement and the commencement of the provision of Services. An exception is if the Provider notifies the Vehicle Operator by e-mail that it does not require the negotiation of a Bank Guarantee and the submission of a Bank Guarantee.
- 10.3 **Bank:** The Vehicle Operator is obliged to negotiate a Bank Guarantee with a bank that meets the following requirements: (a) has its registered office in the territory of the European Union; and (b) has a valid authorisation to act as a bank in the territory of a Member State of the European Union. The Provider reserves the right to refuse the Bank Guarantee for objective reasons related to a specific bank and to ask the Vehicle Operator to negotiate the Bank Guarantee with another bank.
- 10.4 **Guaranteed amount of the Bank Guarantee:** The Bank Guarantee must be agreed at least for the guaranteed amount communicated by the Provider to the Vehicle Operator via e-mail after the conclusion of the Toll&More Post-Payment Service Agreement, or after entering the required input parameters (i.e. after registering specific Vehicles and indicating the expected extent of use of Toll Roads in the Agreed EETS domains for a given time period). The Bank Guarantee can be agreed in the currency of Czech crowns (CZK) or euro (EUR). The amount of the Bank Guarantee will be determined on the basis of the following formula:

$$BZ = \sum (T * KM * (FO + DS + X))$$

where:

Abbreviation	Meaning of the abbreviation
BZ	guaranteed amount required Bank Guarantees
\sum	the sum of the sub-warranties of each Vehicle registered to the Agreement for the provision of Services in the post-payment mode, rounded up to the nearest ten
T	the average toll rate per 1 km in EETS Agreed domains, set at the choice of the Vehicle Operator in EUR or CZK
KM	the estimated number of kilometres driven by the Vehicle per day on Toll Roads in EETS Approved domains
FO	the length of the billing period in calendar days
DS	the invoice due date in calendar days
X	configurable parameter equal to 3 calendar days (extension of the period beyond the sum of FO and DS)

- 10.5 **Minimum and maximum amount of the Bank Guarantee:** The minimum guaranteed amount of the Bank Guarantee must be **at least CZK 5,000.00** (five thousand Czech crowns) or **EUR 200** (two hundred euros) for each Vehicle listed in Annex No. 1 to the Toll&More Post-Payment Service Agreement. There is no maximum guaranteed amount of Bank Guarantee required per registered Vehicle.
- 10.6 **Performance under the Bank Guarantee:** The Bank Guarantee must imply an obligation of the Bank to pay the Provider the amount requested up to the guaranteed amount in the event that the Provider delivers to the Bank a written request for payment of the relevant amount, signed by a person authorised to represent the Provider. The

written application must include at least: (a) identification of the Vehicle Operator, the Provider, the Toll&More Post-Payment Service Agreement and the Bank Guarantee; (b) the amount claimed by the Provider; (c) specification of the legal title of the claim (e.g. by reference to the relevant provisions of the Toll&More Post-Payment Service Agreement or the T&C).

- 10.7 Assessment of the Bank Guarantee: The Vehicle Operator is obliged to provide the Provider with the original guarantee document for the Bank Guarantee meeting the requirements of the Civil Code and this Section of the T&C in order to verify its validity. The Bank Guarantee must be issued in Czech, Slovak or English, or in an official language of a Member State of the European Union with an official translation into Czech, Slovak or English. The Provider shall assess the submitted Bank Guarantee (guarantee document) within **10 (ten) calendar days** of its receipt and shall inform the Vehicle Operator by e-mail of its acceptance or non-acceptance, including the reason.
- 10.8 Validity of the Bank Guarantee and its extension: The Vehicle Operator is obliged to keep the Bank Guarantee in force for the entire duration of the Toll&More Post-Payment Service Agreement and thereafter at least until the settlement of all debts of the Vehicle Operator under the Toll&More Post-Payment Service Agreement. The Vehicle Operator is obliged to ensure that the Bank Guarantee is agreed for a period of at least **12 (twelve) months**, and that it is always extended by the bank for at least another **12 (twelve) months** no later than **1 (one) month** before its expiration, or that a new Bank Guarantee is issued and approved by the Provider (the Vehicle Operator must calculate that the Provider's deadline for checking the validity of the new Bank Guarantee is **10 (ten) calendar days**).
- 10.9 Change of input parameters: In case of a change in the parameters on the basis of which the minimum amount of the Bank Guarantee was calculated (e.g. a change in the number of registered Vehicles or a change in the amount of the toll rate) and/or in case of insufficient coverage of the Bank Guarantee and/or on the basis of a unilateral decision of the Provider to increase the minimum guaranteed amount of the Bank Guarantee per Vehicle, the Vehicle Operator is obliged to provide a new Bank Guarantee or an addendum to the already issued and valid Bank Guarantee upon the Provider's request sent via e-mail within a specified period of time. The Provider may condition the effectiveness of an Amendment to the Toll&More Post-Payment Service Agreement, the subject of which is the registration of an additional Vehicle, on the negotiation of an updated/new Bank Guarantee and the submission of the corresponding guarantee document.
- 10.10 Insufficiency of the Bank Guarantee to cover reimbursements: If the amount of the toll passed in the Agreed EETS domains and the price of other Services in the billing period cumulatively reaches **90 (ninety) % of the guaranteed amount** of the valid Bank Guarantee, the Provider shall inform the Vehicle Operator of this fact by e-mail and at the same time shall be entitled to block all OBUs issued to the registered Vehicles. The OBU indicates when this limit has been reached in the manner described in the OBU User Manual.
- 10.11 Application of the Bank Guarantee: The Provider shall be entitled to invoke the Bank Guarantee in the event that the Vehicle Operator fails to pay the Provider any monetary claim arising under or in connection with the Toll&More Post-Payment Service Agreement even within **ten (10) calendar days** after the due date. The Provider shall be entitled to invoke the Bank Guarantee even after the termination of the provision of the Services until all claims arising in connection with the Service Toll&More Post-Payment Service Agreement.
- 10.12 Change of Bank Guarantee by agreement: The Parties may agree in writing during the term of the Toll&More Post-Payment Service Agreement to update or change the content of the Bank Guarantee or replace it with a Bank Guarantee of another bank. However, the updated or newly submitted Bank Guarantee must always comply with the conditions of this Section of the T&C.
- 10.13 Renewal of the Bank Guarantee in case of drawdown: In the event of exhaustion or partial exhaustion of the Bank Guarantee, the Provider is entitled to invite the Vehicle Operator by e-mail to issue a new or renewed Bank Guarantee corresponding to this Section of the T&C and to submit the corresponding guarantee document to the Provider within **10 (ten) calendar days** of such exhaustion or partial exhaustion. The Vehicle Operator is obliged to comply with this request.
- 10.14 Consequences of breach of duty: Violation of the obligation set out in Section 10.8, 10.9 or 10.13 of the T&C shall be considered a breach of the Toll&More Post-Payment Service Agreement by the Vehicle Operator in a material manner and shall give the Provider the right to immediately withdraw from the Agreement and to immediately block the OBUs issued to the registered Vehicles.

10.15 Return of the warranty document: The Provider is obliged to return any guarantee document (Bank Guarantee) to the Vehicle Operator immediately after the submission of a new or renewed guarantee document (Bank Guarantee) corresponding to this Section of the Toll&More Post-Payment Service Agreement, and if before that date the right to performance under the Bank Guarantee has been exercised, then within **10 (ten) calendar days** from the date of receipt of the relevant performance, which exhausts the entire guaranteed amount for which the Bank Guarantee is issued. The Provider is also obliged to return the guarantee document (Bank Guarantee) to the Vehicle Operator within **10 (ten) calendar days** from the date of termination of the provision of Services under the Toll&More Post-Payment Service Agreement and settlement of all debts from the Toll&More Post-Payment Service Agreement, and if before this date the right to performance under the Bank Guarantee has been exercised, then within **10 (ten) calendar days** from the date of receipt of the relevant performance.

11. AMENDMENT TO THE AGREEMENT

- 11.1 The Agreement may be amended only on the basis of ascending numbered amendments concluded by the Contracting Parties in writing, unless otherwise provided for in these T&C.
- 11.2 The Vehicle Operator in a post-payment scheme may request a change of the billing period and toll payment period by means of a submission. The Provider will assess the Vehicle Operator's request and, if accepted, inform the Vehicle Operator of the possibility of concluding an Amendment to the Toll&More Post-Payment Service Agreement - the change is always effective from the date of entry into force of the Amendment to the Toll&More Post-Payment Service Agreement.
- 11.3 The Vehicle Operator is obliged to notify the Provider by means of a submission within **5 (five) working days** at the latest of a change (or correction) of any of the following data specified in the Agreement: **(a) Identification data of the Vehicle Operator**: name and surname, address of registered office/permanent residence, company ID/date of birth, VAT ID, TAX ID (if assigned to the Vehicle Operator); **(b) Banking and billing data**: account number/IBAN, BIC/SWIFT; **(c) Data on registered vehicles**: any of the data recorded in Annex No. 1 to the Agreement.
- 11.4 The Vehicle Operator is entitled to register a new Vehicle or deregister a registered Vehicle by notification. In the case of registration of a new Vehicle, the Vehicle Operator must provide information about the Vehicle within the scope of Annex No. 1 of the Agreement and submit the Vehicle Registration Certificate or its foreign equivalent; if the Vehicle Registration Certificate is missing the information about the emission class of the Vehicle, the information about the emission class can be supported by a valid CEMT or COC certificate.
- 11.5 The Vehicle Operator may notify changes pursuant to Sections 11.2 and 11.3 of the T&C in the following ways: **(a) in person at the Contact Point** in the post-payment and pre-payment mode or **in person at the Distribution Point** in the pre-payment mode, **where** the operator of the Contact Point or Distribution Point will generate an amendment to the Agreement, which the Vehicle Operator will sign; **(b) by electronic submission sent via Customer Self Service or e-mail** - the Provider will then generate a signed amendment to the Agreement, which will be sent to the Vehicle Operator's account at the Customer Self Service for signature. The Vehicle Operator is obliged to sign and send the sent amendment to the Agreement within the stipulated time limit via Customer Self Service or via e-mail, the amendment to the Agreement becomes effective only after the Provider's confirmation via e-mail or information in the Customer Self Service (after checking the information in the amendment to the Agreement and the submitted documents).
- 11.6 The Provider is entitled to request the relevant document proving the notified change of the Vehicle Operator's data. The Vehicle Operator is obliged to provide such a document within a specified period of time.
- 11.7 If a change of data is notified on behalf of the Vehicle Operator in the post-payment mode by a representative authorised on the basis of a power of attorney, the Vehicle Operator is also obliged to submit a power of attorney executed in Czech, Slovak or English (the signature of the authorised person does not have to be officially certified). It does not apply to notifications via Customer Self Service.
- 11.8 The Vehicle Operator is obliged to notify the Provider no later than on the effective date of the change of the **contact e-mail address or the address for delivery of documents** by entering the updated information in the Customer Self Service.
- 11.9 The Vehicle Operator is fully responsible for complying with the information obligation on the change of data set out in this section of the T&C, and cannot invoke the invalidity of the delivery of any emails or mail sent by the

Provider to the current address of the Vehicle Operator specified in the Agreement or Customer Self Service.

- 11.10 The Provider is obliged to notify the Vehicle Operator via the Customer Self Service account within **5 (five) working days** at the latest of any change to its data specified in the Agreement and, if applicable, to send a corresponding amendment to the Agreement. The Vehicle Operator is obliged to sign and send the amendment to the Agreement within the specified time limit via the Customer Self Service account.

12. TERMINATION OF THE AGREEMENT

12.1 The Agreement shall terminate for the following reasons:

- a) by written agreement between the Contracting Parties;
- b) by written notice from the Provider or the Vehicle Operator under the conditions set out in Section 12.2 of the T&C;
- c) by written withdrawal of the Provider under the conditions set out in Section 12.3 of the T&C;
- d) automatic termination upon termination of the Vehicle Operator's legal relationship to the Vehicle under the conditions set out in Section 12.4 of the T&C;
- e) by returning the OBUs taken over and used by the Vehicle Operator on the basis of the Toll&More Pre-Payment Service Agreement under the conditions set out in Section 12.5 of the T&C.

12.2 Termination:

12.2.1 Provider's termination: The Provider is entitled to terminate the Agreement without providing any reason by written notice sent to the Vehicle Operator, the **notice period is 1 (one) calendar month** and starts from the first calendar day of the month following delivery of the notice to the Vehicle Operator.

12.2.2 Vehicle Operator's termination: The Vehicle Operator is entitled to terminate the Agreement without giving any reason by written notice sent to the Provider, the **notice period is 1 (one) calendar month** and starts from the first calendar day of the month following the delivery of the notice to the Provider.

12.3 Provider's withdrawal:

12.3.1 The Provider shall be entitled to withdraw from the Agreement with (immediate) effect from the date of delivery of the written withdrawal in the cases expressly provided for in the Agreement, as well as in the event of the commencement of insolvency proceedings against the Vehicle Operator, the declaration of bankruptcy against the Vehicle Operator, the commencement of liquidation of the Vehicle Operator or the assignment of the Agreement or any right or obligation arising therefrom in violation of Section 16.2 of the T&C.

12.3.2 The Provider shall be entitled to withdraw from the Agreement with (immediate) effect from the date of delivery of the written withdrawal in the event that the Vehicle Operator with whom the Provider has concluded a Toll&More Pre-Payment Service Agreement **does not perform any toll transaction** recorded on the OBU **for a period of 6 (six) months**. If the Vehicle Operator does not submit a request to the Provider for the return of the unused Credit on the Prepaid Account **within 14 (fourteen) days** from the effective date of withdrawal, the Vehicle Operator's right to the return of the unused Credit shall expire and the unused Credit shall be forfeited to the Provider upon the expiry of the deadline. If the Vehicle Operator does not return the undamaged OBU to the Provider **within 14 (fourteen) days** from the effective date of withdrawal, the Provider is entitled to a contractual penalty in the amount of the Price List.

12.3.3 Withdrawal from the Agreement shall have effects for the future, the Parties shall not be obliged to return the performance duly provided and received until the effective date of withdrawal from the Agreement, unless otherwise follows from the Agreement including the T&C.

12.4 Termination of (part of) the Agreement upon termination of the Vehicle Operator's legal relationship to the Vehicle:

12.4.1 Pre-payment mode: As soon as anyone submits to the Provider (as part of the process of registering or concluding a new Agreement at a Point of Sale or Customer Portal or other similar legal act) Vehicle Registration Certificate which shows that the legal relationship of the (original) Vehicle Operator to the registered Vehicle has ceased (i.e. the Vehicle Operator is no longer listed as the owner or operator of the Vehicle), the Agreement for the provision of Services under the pre-payment mode concluded for the provision of Services in respect of that Vehicle shall without further delay terminate on the date of

presentation of such Vehicle Registration Certificate. The Provider shall immediately block the original OBU issued to the Vehicle and send a notice of termination of the Agreement for the provision of Services in the pre-payment mode. The Provider shall indicate within the notice the Vehicle Operator's obligation to return the OBU within **fourteen (14) days** of receipt of the notice and to submit a request for a refund of any unused Credit in the Prepaid Account. If the Vehicle Operator does not submit a request to the Provider for the return of the unused Credit on the Prepaid Account within the specified period, the Vehicle Operator's right to the return of the unused Credit shall expire and the Credit shall be forfeited to the Provider. If the Vehicle Operator does not return the OBU to the Provider within the specified period, the Provider is entitled to a contractual penalty in the amount of the Price List.

12.4.2 Post-payment mode: As soon as anyone submits to the Provider (as part of the process of registering or concluding a new Agreement at a Point of Sale or Customer Portal or other similar legal action) Vehicle Registration Certificate which shows that the legal relationship of the (original) Vehicle Operator to the registered Vehicle has ceased (i.e. the Vehicle Operator is no longer listed as the owner or operator of the Vehicle), the Toll&More Post-Payment Service Agreement in respect of the obligation to provide Services in respect of that Vehicle shall terminate without further delay on the date of presentation of such Vehicle Registration Certificate. The Provider shall immediately block the original OBU issued to the Vehicle and send a notice of termination of the Agreement in this section. The Provider shall indicate within the notification the obligation of the Vehicle Operator to return the OBU within **14 (fourteen) days** of delivery of the notification. If the Vehicle Operator does not return the OBU to the Provider within the specified period, the Provider is entitled to a contractual penalty in the amount of the Price List.

12.5 Return of OBUs: The return of the OBUs taken over and used by the Vehicle Operator under the Agreement for the provision of Services in the pre-payment mode shall be deemed to be a termination of the Toll&More Pre-Payment Service Agreement. The Toll&More Pre-Payment Service Agreement is terminated with immediate effect on the date of delivery of the OBU to the Provider.

12.6 Until the end of the Agreement, the OBUs for the Vehicles are active, the Vehicle Operator is entitled to use the Services and the Provider is obliged to provide the Services. On the date of expiry of the Agreement, the OBU will be deactivated and the provision of Services will be terminated. This is without prejudice to the Vehicle Operator's obligation to pay Invoices due after the expiry of the Agreement.

12.7 The Vehicle Operator is obliged to return the undamaged OBUs to the Provider, either at the Sales Point or by mail to the following delivery address Lamačská cesta 3/B, 841 04 Bratislava, Slovakia, no later than **14 (fourteen) calendar days** after the termination of the Agreement. In the event of a breach of the obligation to return the OBU within the specified period of time by the Vehicle Operator, the Provider is entitled to claim from the Vehicle Operator a one-off contractual penalty in the amount specified in the Price List.

13. INFORMATION ON THE PROCESSING OF PERSONAL DATA

13.1 ITIS and the Provider fulfil the information obligation towards Vehicle Operators and other affected data subjects in accordance with Section 13 GDPR through separate "Information on the processing of personal data" available on the Customer Portal and at Points of Sale.

13.2 The Vehicle Operator shall confirm the knowledge of the "Information on the processing of personal data" as part of the registration process and the conclusion of the Agreement through the Customer Self Service by ticking the relevant box containing a link to this Information.

13.3 The Vehicle Operator confirms by the handwritten signature of own authorised representative that has read the "Information on the processing of personal data" if he/she concludes the Agreement at the Point of Sale.

13.4 The Provider is entitled to update the "Information on the processing of personal data" with regard to changes in legislation or other relevant reasons; the Vehicle Operator will be informed of the change by means of a notification sent to the Customer Self Service or to the email address.

14. DUTY OF CONFIDENTIALITY

14.1 The Provider and all other companies of the ITIS Group involved in the provision of the Services are obliged to maintain confidentiality of all information relating to the Vehicle Operator which comes to their knowledge on the

basis of or in connection with the performance of the Agreement. However, the obligation of confidentiality does not apply to the provision of information to persons involved in the provision of the Services and to persons to whom the information must be provided by law or to fulfill the purposes of the Agreement (typically Toll Chargers or toll payments inspection public authorities).

- 14.2 The Vehicle Operator is obliged to keep the content of the Agreement and the content of all communications between the Provider and the Vehicle Operator confidential from third parties, including any personalized offers of products and services and discounts offered or provided.
- 14.3 In the event of a breach of the obligation of confidentiality set out in this T&C section on Agreements, the injured party shall be entitled to claim compensation for the entirety of the damage from the breaching party.

15. CHANGE OF T&C AND PRICE

- 15.1 In view of the need to respond to possible changes in legal regulations, the desire to improve and modernize the Services provided, changes in the business policy of the ITIS Group and the requirements of individual entities for toll collection, the Provider within the meaning of Provision of Section 1752 of the Civil Code reserves the right to unilaterally change the T&C and the Price List.
- 15.2 The Provider is obliged to publish the updated version of the T&C and Price List on the Customer Portal and send an electronic notification of the change to the Vehicle Operator via e-mail or Customer Self Service at least **30 (thirty) calendar days** before the new version of the T&C and Price List becomes effective.
- 15.3 If the Vehicle Operator does not object to the updated version of the T&C or the Price List and no active action is required, it is deemed to have accepted the change and the updated version will come into effect for it on the date specified.
- 15.4 If the Vehicle Operator rejects the updated version of the T&C or the Price List, it is entitled to terminate the Agreement for this reason. The written notice must be delivered to the Provider no later than **15 (fifteen) calendar days** before the new version of the T&C or the Price List becomes effective. The notice period expires on the last day of the original version of the T&C or Price List.

16. OTHER ARRANGEMENTS

- 16.1 Applicable law and jurisdiction of the courts: The Agreement is governed by the law of the Czech Republic, the T&C are issued in accordance with Provision of Section 1751 of the Civil Code. The courts of the Czech Republic shall have jurisdiction to settle disputes arising out of this Agreement, and the Parties agree on the local jurisdiction of the District Court for Prague 7 or the Municipal Court in Prague.
- 16.2 Referral: The Vehicle Operator shall not be entitled to assign the Agreement or any rights and obligations thereunder to a third party without the prior written consent of the Provider.
- 16.3 Legal succession: The Agreement shall also be binding on any successors in title of the Parties.
- 16.4 Compensation for damage: Unless otherwise expressly provided for in the Agreement including the T&C, each Party shall be liable to the other Party for damages under the Civil Code. The exercise of a claim for a contractual penalty or interest for delay in the contractual amount shall not affect the right of the Contracting Party to claim damages.

- 16.5 Limitation of compensation for damage caused to the Provider: The Provider's liability for compensation for damages, including damages, lost profits and any indirect damages caused to the Vehicle Operator by one specific breach of the Agreement, including the T&C, is limited to **CZK 100,000.00** (one hundred thousand Czech crowns). The limitation of compensation for damage does not apply to damage caused intentionally or through gross negligence.
- 16.6 Annexes: The following attachments containing special information and conditions for each EETS domain offered are an integral part of these T&C:
Annex no.1 to the T&C: Special information and conditions for the EETS domain Czech Republic;
Annex no.2 to the T&C: Special information and conditions for EETS domain Slovakia;
Annex No.3 to the T&C: Special information and conditions for the (EETS) domain Hungary.
- 16.7 Validity and effectiveness: These T&C shall come into force and effect on 15.3.2024.

PaySystem, s.r.o.
Mgr. Eva Lakomá, Executive Director

ANNEX NO. 1 to the T&C

SPECIAL INFORMATION AND CONDITIONS FOR EETS DOMAIN CZECH REPUBLIC

1. The Vehicle Operator acknowledges that with regard to the Czech legal regulations (in particular Act No. 13/1997 Sb., Roads Act, as amended), the EETS Contract concluded by ITIS with the Czech Road and Motorway Directorate, a state enterprise (Ředitelství silnic a dálnic s.p.) and the requirements thereof, the Provider shall indicate on the Toll Invoices for the Agreed EETS domain Czech Republic that the toll is invoiced to the Vehicle Operator "on behalf and for the account of the Road and Motorway Directorate, a state enterprise" / "jménem a na účet Ředitelství silnic a dálnic s.p."
2. Toll discount:
 - 2.1 According to the legal regulations applicable to the EETS domain of the Czech Republic, in particular Provision of Section 22(3) of the Road Act and the Government Decree of the Czech Republic, the Vehicle Operator may be entitled to a toll discount depending on the total amount of toll charged per calendar year for the use of Toll Roads in the EETS domain of the Czech Republic by a particular Vehicle of the Vehicle Operator. The Vehicle Operator shall grant a power of attorney to ITIS for the payment of the toll discount.
 - 2.2 ITIS will arrange for the transfer of data and documents about the Vehicle Operator and its Vehicles to the Czech Road and Motorway Directorate, a state enterprise for the purpose of providing discount data. ITIS will also ensure that the updated data and documents about the Vehicle Operator and its Vehicles are handed over to the Czech Road and Motorway Directorate, a state enterprise.
 - 2.3 Based on the power of attorney granted, the toll discount will be paid to the Vehicle Operator through ITIS. In the event that the Vehicle Operator does not grant a power of attorney for the payment of the toll discount to ITIS, he/she will be contacted by the Road and Motorway Directorate, a state enterprise, about the further procedure regarding the payment of the toll discount to the e-mail address provided to the Provider. The Provider or the ITIS Company shall always inform the Vehicle Operator of any entitlement to a toll discount. The toll discount may be settled by paying it to the Vehicle Operator, by offsetting it against a subsequent Service Invoice issued to the Vehicle Operator or by increasing the credit on the Vehicle Operator's Prepaid Account.
3. Toll is not subject to VAT in the EETS domain the Czech Republic.

ANNEX NO. 2 to the T&C

SPECIAL INFORMATION AND CONDITIONS FOR EETS DOMAIN SLOVAKIA

1. In the event of a failure of the Service provided by the Provider in the EETS domain Slovakia, the Vehicle Operator (or the driver) who will be in the EETS domain Slovakia at the time of the failure, is obliged to register directly with the Slovak Toll Charger (National Motorway Company / Národná diaľničná spoločnosť - website available at <https://ndsas.sk/>) or other EETS Provider and subsequently pay the toll directly to the Slovak Toll Charger or to another EETS Provider. The Vehicle Operator is obliged to fulfil the registration obligation immediately upon discovery of the malfunction.
2. In case of blocking of the Provider in the EETS domain Slovakia and notification of this fact to the Vehicle Operator, the Vehicle Operator (or the driver) is obliged to register directly with the Slovak Toll Charger or another EETS Provider before further movement in the EETS domain Slovakia and subsequently pay the toll directly to the Slovak Toll Charger or another EETS Provider.
3. In the event of notification of termination of the EETS Contract concluded between the Provider and the Slovak Toll Charger to the Vehicle Operator, the Vehicle Operator shall no longer be entitled to use the Toll Road under the Agreement and shall be obliged to register directly with the Slovak Toll Charger or another EETS Provider before further movement in the Slovak EETS domain and subsequently pay the toll directly to the Slovak Toll Charger or another EETS Provider.
4. Toll is subject to VAT in the EETS domain Slovakia.

ANNEX NO. 3 to the T&C

SPECIAL INFORMATION AND CONDITIONS FOR EETS DOMAIN HUNGARY

1. The Provider informs the Vehicle Operator that there are many business and operational models to provide the Services in the Hungarian toll domain. The Provider provides electronic toll services in the Hungarian toll domain, which are not considered EETS under Hungarian legislation, but are neither technically nor organisationally fundamentally different from them. For the purposes of this Agreement and the T&C, the electronic toll services provided by the Provider to the Vehicle Operator in the Hungarian Toll Domain shall be deemed to be EETS and the agreed Hungarian Toll Domain shall be deemed to be the Hungarian EETS domain.
2. The Provider is authorised to provide EETS in the EETS domain Hungary on the basis of a Cooperation Agreement between ITIS and SETECH Flotta Limited Liability Company, with its registered office at Liget utca 40. H-2161 Csomád, Hungary ("SETECH"). SETECH is a participant in the Hungarian toll system (HUGO) as a "toll domain declaration operator". On the basis of the cooperation agreement concluded with SETECH, ITIS and the Provider are entitled to use the electronic toll system operated by the Hungarian Toll Charger (administrator of the toll domain) National Toll Payment Services Plc ("NÚSZ Zrt.").
3. On the basis of the Cooperation Agreement concluded with SETECH, ITIS and the Provider are entitled to conclude EETS Contracts with Vehicle Operators and to register and cancel their registration for the use of Toll Road in the EETS domain Hungary, while a direct contractual relationship between SETECH and Vehicle Operators is not required.
4. On the basis of the Cooperation Agreement concluded with SETECH, ITIS or the Provider are entitled to grant Vehicle Operators the right to use Toll Roads in the EETS domain Hungary and to collect toll from Vehicle Operators.
5. The Provider shall issue an Invoice to the Vehicle Operator for the same nominal value of the toll as invoiced by SETECH to ITIS or the Provider.
6. Tolls is subject to VAT in the EETS domain Hungary.
7. OBU installation: The Vehicle Operator is obliged to install and use the OBU in accordance with the OBU User Manual. The Vehicle Operator is also responsible for setting all required OBU parameters in accordance with the OBU User Manual, including how many axles the Vehicle currently has available.
8. Rules for the use of OBUs: The Vehicle Operator is obliged to use the OBU only in the Vehicle for which the Provider has registered it.
9. The Vehicle Operator is obliged to check the accuracy of the registered Vehicle data before starting to use the OBU in the EETS domain Hungary.
10. In the event that the Vehicle Operator is informed that the EETS system in the EETS domain Hungary is not in operation (nonfunctional), the Vehicle Operator (or driver) who will be in the EETS domain Hungary during the period of inoperability is obliged to register directly with the Hungarian Toll Charger (NÚSZ Zrt) or subsequently pay the toll directly to the Hungarian Toll Charger (usually by purchasing the relevant toll ticket). The Vehicle Operator (its driver) is obliged to comply with the registration obligation without delay, within 30 minutes of being informed. The Vehicle Operator shall be fully liable for any breach of this obligation and shall pay any administrative fines and penalties imposed by the competent Hungarian customs and toll collection control authorities.

-END-