

# Logo of the TC

## Agreement between Toll Charger and Toll Service Provider

(Template – bilateral agreement btw TC and TSP)

(This document is an example on how a bilateral agreement between a TC and a TSP may be concluded. Use of this document is voluntarily for the TC, and if used, it shall be specifically adjusted by the TC. EasyGo takes no responsibility for the use of the document).

**This copy of the document was published on [www.easygo.com](http://www.easygo.com) and is for information purposes only. It may change without further notice.**

Document: 002  
Version: 4.0  
Date: 21 April 2023

SECTION 1 – DEFINITIONS .....	3
SECTION 2 – OBJECT OF THE TOLL SERVICE PROVIDER AGREEMENT.....	5
SECTION 3 – MAIN OBLIGATIONS OF THE TOLL SERVICE PROVIDER AND THE TOLL CHARGER .....	6
SECTION 4 – COMMUNICATION .....	9
SECTION 5 – CALCULATION OF AMOUNT DUE.....	10
SECTION 6 – DEBITING/INVOICING AND TRANSFER OF THE AMOUNT DUE.....	10
SECTION 7 – COMPLAINTS AND CLAIMS .....	13
SECTION 8 – REPRESENTATION AND WARRANTIES .....	13
SECTION 9 – RIGHTS OF THE TOLL CHARGER .....	14
SECTION 10 – ISSUER FEES .....	15
SECTION 11 – DURATION .....	15
SECTION 12 – COST SHARING PRINCIPLES .....	15
SECTION 13 – TERMINATION .....	15
SECTION 14 –LIMITATION OF LIABILITY .....	17
SECTION 15 – EASYGO REQUIREMENTS REGARDING THE TOLL SERVICE PROVIDER AS A SERVICE RECIPIENT'S USE OF THE EASYGO HUB AND THE SERVICES RELATED THERETO..	17
SECTION 16 – DATA PROTECTION REQUIREMENTS .....	18
SECTION 17 – GENERAL PROVISIONS.....	19
SECTION 18 – GOVERNING LAW.....	20
SECTION 19 – DISPUTES .....	21

## AGREEMENT

This agreement between the Toll Charger and the Toll Service Provider (the "Agreement") is entered into on [Date] between:

- (1) [Name and address of Toll Charger] (the "Toll Charger"); and
- (2) [Party 2] (the "Toll Service Provider")

- the Toll Charger and the Toll Service Provider hereinafter collectively referred to as the "Parties" and separately as a "Party"

### PREAMBLE

- A. [description of the Toll Charger],
- B. [the Toll Service Provider issues OBEs as a means of identification to its customers and collects/invoices the customers when the customers are using the OBEs at payment infrastructures such as toll roads, bridges, ferries and other toll stations.],
- C. the Toll charger wishes to accept that the Toll Service Provider's OBEs may be used at the Toll Charger's payment infrastructure,
- D. the Parties have in this Agreement agreed on the main terms and conditions for the use of the Toll Service Provider's OBE at the Toll Charger's payment infrastructure.

### NOW, THEREFORE

the Toll Service Provider and the Toll Charger agree on the following:

#### Section 1 – Definitions

**1.1** In the present Toll Service Provider Agreement and its Annexes (as hereinafter defined, which are to be considered an integral part of this agreement), the following words and expressions beginning with a capital letter will have the meaning set forth below. (Further defined words and expressions appearing in the agreement or the Annexes will have the meaning set forth therein.)

Annexes: the Annexes listed in Annex 4.1 "Overview of annexes to contracts JVA and TSPA"

Common Service

Definition: the main services to be supplied to the Service Users by the Toll Charger in relation to the purpose and scope of the EFC Interoperable Systems, as well as the principles to be applied by the Toll Charger in connection therewith for the EasyGo

Basic service and the EasyGo+ service as detailed herein and in the relevant Annexes to this agreement listed in Annex 4.1

Common Technical  
Definition:

the specifications and requirements on road-side and on-board equipment as well as on the architecture, hardware & software and means of communication for the management and exchange of the data elements used in the EFC Interoperable Systems as detailed in the relevant Annexes to this agreement listed in Annex 4.1.

EFC Interoperable  
Systems:

the systems to be implemented by the Toll Charger giving the Service Users the benefit of using an OBE provided by a Toll Service Provider thereof for obtaining access to transport related services supplied by Toll Charger within the EasyGo Basic service and the EasyGo+ service

Joint Venture  
Agreement:

the Joint Venture Agreement executed by the Toll Charger

Local Network:

the payment infrastructure directly or indirectly managed by the Toll Charger where the OBEs are accepted (i.e. toll domain)

Network of the  
EasyGo Basic service:

the whole of Local Networks (including any possible future changes) operated by any Toll Charger supporting the EasyGo Basic service

Network of the  
EasyGo+ service:

the whole of Local Networks (including any possible future changes) operated by any Toll Charger supporting the EasyGo+ service

Service Recipient

an external party (external toll charger) that a Party enters into a commercial agreement with regarding the use of the EasyGo hub and the services related hereto. See Section 16.

Service User

the person and/or the entity having a Service User Agreement with a Toll Service Provider for the purpose of using the transport related services provided by a Toll Charger

Service User Agreement: an agreement detailing the contractual relationship between the Toll Service Provider and the Service User

Toll Charger: [insert name and company reg nr. Of the Toll Charger]

Toll Service Provider: the entity, which is responsible for the issuing of an OBE to be used by the Service Users within the EFC Interoperable Systems and which have been authorised to the issuing of such accepted OBE in virtue of a specific agreement executed by the Toll Charger and each Toll Service Provider

## **Section 2 – Object of the Toll Service Provider Agreement**

**2.1** The Toll Charger undertakes to accept the OBE issued by the Toll Service Provider, which shall be used by the Service Users for the declaration of the use of the transport related services offered throughout the Local Network managed by the Toll Charger.

**2.3** The Toll Service Provider and the Toll Charger acknowledge the main purpose and scope of the EFC Interoperable Systems, as well as its objectives, its organisational model, the relevant common service's guidelines as explained herein and in the Annexes, which the Toll Service Provider and the Toll Charger undertake to accomplish and achieve by carrying out any and all activities which they will be requested to carry out, pursuant to the terms and conditions of this agreement.

**2.4** It is recognized among the Toll Service Provider and the Toll Charger that the ongoing process of developing a European EFC interoperable System within the framework of

- Directive 2019/520/EC of the European Parliament and of the council of 19 march 2019 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road fees in the Union as well as any decisions and delegated acts adopted in accordance with this directive, including
- Commission Delegated Regulation (EU) 2020/203 of 28 November 2019 on classification of vehicles, obligations of European Electronic Toll Service users, requirements for interoperability constituents and minimum eligibility criteria for notified bodies, and
- Commission Implementing Regulation (EU) 2020/204 of 28 November 2019 on detailed obligations of European Electronic Toll Service providers, minimum content of the European Electronic Toll Service domain statement, electronic interfaces, requirements for interoperability constituents and repealing Decision 2009/750/EC,
- and/or other relevant legislation or standardisations

will cause adjustments to this Agreement.

The Toll Service Provider and the Toll Charger will closely follow the development on the European level and be prepared to negotiate in good faith necessary adjustments to this agreement for the purpose of complying with anticipated regulations in good time before they become effective.

**2.5** The Toll Charger represents and guarantees that it has full right to supply the transport related services and/or the toll collection service within the Local Network directly or indirectly managed by it, pursuant to the local legislation, regulations, statutory disciplines and rules and/or public authorisation or any other public measure (if any), and that it has the capability and all necessary powers to sign and execute the Toll Service Provider Agreement and to undertake the obligations provided herein. The signing and the execution of the Toll Service Provider Agreement have been duly authorised in accordance with the by-laws of the Toll Charger (if applicable pursuant to the legal nature of the Toll Charger) and/or in compliance with the local legislation, regulations, statutory disciplines and rules and/or public authorisation or any other public measure (if applicable to the Toll Charger) and do not require any further consent, authorisation, approval or issuance of authorisations, concessions, licenses and/or any other measure by any private or public administration.

**2.6** The Toll Service Provider and the Toll Charger represent and guarantee that the execution of the Toll Service Provider Agreement and the fulfilment of the obligations provided herein do not result to infringe:

- (a) any domestic legislation, regulation, statutory discipline and rule and/or any public authorisation or any other public measure entitling the Toll Charger to supply the transport related services and/or the toll collection service within the Local Network (if any);
- (b) the respective company's by-laws (if applicable);
- (c) any contractual obligation and/or any decision, order or judicial or arbitrary proceeding issued toward the Toll Service Provider or the Toll Charger.

### **Section 3 – Main obligations of the Toll Service Provider and the Toll Charger**

**3.1** The Toll Charger agrees and undertakes to implement, accomplish and achieve the EFC Interoperable Systems. The Toll Service Provider agrees and undertakes to implement, accomplish and achieve a technical system to connect to the EFC Interoperable Systems. For this purpose the Toll Service Provider and the Toll Charger will perform the services and make the investments related to its operations which are necessary to achieve the Common Service Definition as well as the Common Technical Definition defined in the relevant Annexes to this agreement listed in Annex 4.1.

**3.2** The Toll Service Provider and the Toll Charger also acknowledge that the obligations undertaken pursuant to sub-section 3.1 include, but are not limited to, the following activities:

The Toll Service Provider shall

- (a) provide the Service Users with an OBE, duly certified as being compliant with the Equipment Technical Specification, that shall be installed in the vehicle of the Service User;
- (b) handle the initialisation of the OBE supplied to the Service User, provide the Service User with all necessary information on its functionality as well as guarantee the maintenance services of the OBE and all related technical support in favour of the Service User;
- (c) personalise all relevant information for determining the amount due in the EFC Interoperable System of the EasyGo+ service including at least license plate, nationality of the license plate, Euro emission category, number of axles of the tractor and type of contract (bus or truck). The Toll Service Provider shall be held responsible for the correctness of the information personalised into the OBE. The Toll Service Provider is obliged to provide all necessary proof documents and other relevant information to verify the personalisation of the OBE upon request of the Toll Charger.
- (d) in case of incorrect personalisation of information into the OBE reimburse the Toll Charger the sum of the difference of the calculated fee due minus the fee paid for all transactions since the time of wrong personalisation.
- (e) make the EFC Interoperable System for the EasyGo Basic service accessible to its customers holding certified OBEs or provide certified OBEs to them to the largest extent possible based on the opt-out principle with the effect that acceptance of the terms and conditions applicable to the EFC Interoperable System for the EasyGo Basic service as reflected in the minimum set of clauses appearing in Annex 3.1 will be deemed given unless the offered access is declined;
- (f) make the EFC Interoperable System for the EasyGo+ service accessible to its customers holding certified OBEs or provide certified OBEs to them to the largest extent possible based on the opt-in principle with the effect that acceptance of the terms and conditions applicable to the EFC Interoperable System for the EasyGo+ service as reflected in the minimum set of clauses appearing in Annex 3.1 has to be explicitly declared;
- (g) provide the Service User with all relevant information relating to the EFC Interoperable Systems as well as to all the Toll Charger adhering to the Systems, their classification systems and the details of all toll stations where the OBE is accepted;
- (h) collect on behalf of the Toll Charger the relevant fees/tolls due by the Service Users by using the OBE and subsequently refund the said amount to the Toll Charger;
- (i) irrevocably guarantee the payment for all amounts due to the Toll Charger;
- (j) directly manage any and all relationships with the Service Users, relating to the EFC Interoperable Systems, including the payment services, the debiting/invoicing procedures, the sending of periodical transit information statements (or causing that such statements are furnished) but excluding the handling of enforcement related claims from the Toll Charger to the Service User;

- (k) assist the Toll Charger in all enforcement related enquires by providing the relevant personal data of the Service User as described in Annex 3.1;
- (l) manage the black list / white list distribution process in strict compliance with the procedures provided for by the Annexes 2.1 and 2.3. The shift of risk for black listed OBE is defined in Annex 2.1;
- (m) put an entry regarding a vehicle or OBE on the black list within 96 hours if requested by the Toll Charger;
- (n) implement all security measures defined for the Toll Service Provider in the Annex 1.3 to achieve secure operational and functional EFC Interoperable Systems;
- (o) solely procure new OBE which are based on the EN 15509 EFC standard. Any OBE not conformant to EN 15509 may still be used until they are gradually phased out if agreed with the TC.
- (p) provide and maintain a website describing the offered EasyGo service. The website must as a minimum be available in English.

The Toll Charger shall

- (a) accept the certified OBE issued by the Toll Service Provider in order to allow the Service User to travel in the Network for the EasyGo Basic service or the Network of the EasyGo+ service;
- (b) collect the transit data at the EFC lanes within the Local Network and communicate such data to the Toll Service Provider in strict compliance with the procedures provided for by the relevant Annexes to this agreement listed in Annex 4.1;
- (c) manage the black list distribution process within the Local Network in strict compliance with the procedures provided for by the Annexes 2.1 and 2.3; The shift of risk for black listed OBE is defined in Annex 2.1.
- (d) establish effective enforcement procedures on the tolling facilities located on the Local Network, which shall be under their respective exclusive control and liability;
- (e) adequate the Local Network in order to render them compliant with the services as well as to render effective, operational and functional the EFC Interoperable Systems as detailed in the relevant Annexes to this Agreement listed in Annex 4.1;
- (f) maintain and manage the Local Network on the basis of an adequate level of efficiency that is able to guarantee the effectiveness, operability and functionality of the EFC Interoperable Systems;
- (g) implement all security measures defined for the Toll Charger in the Annex 1.3 to achieve secure operational and functional EFC Interoperable Systems;
- (h) provide and maintain a website describing the properties of the toll collection system and the local for toll collection. This includes at least the type of collection system, the prices for each toll segment and the description of signs. The website must as a minimum be available in English in addition to the local language of the Toll Charger.



**3.3** Without restricting the generality of sub-section 16.1, in the event that any of the services and/or of the activities detailed in the relevant Annexes to this agreement listed in Annex 4.1 should require a further specification under an operational, technical, functional and/or practical point of view, procedures will be developed for this purpose pursuant to the terms in the Joint Venture Agreement and the Toll Service Provider and the Toll Charger agree to follow such procedures as applicable.

**3.4** The Toll Charger agrees that, with the aim of achieving the objective of this agreement, the Toll Service Provider is obliged to have in effect a Service User Agreement with each Service User which must be fully compliant with:

- (a) any European and domestic legislation, regulation, discipline, rules, order applicable to the case, and
- (b) the minimum set of clauses enclosed to this agreement as Annex 3.1.

## **Section 4 – Communication**

**4.1** The Parties shall not, apart from what is required by applicable law or by any court or other authority of competent jurisdiction, make use of, except for the purposes contemplated by this Agreement, disclose to any third party or publish any confidential Information received by one Party from or in respect of the other Party under or in connection with this Agreement. The Parties shall ensure that their employees and advisors also observe this Section. The provisions of this Section apply indefinitely.

**4.2** The Toll Service Provider and the Toll Charger represent and guarantee that the management of the black list / white list and of the collection, exchange and the electronic processing of data obtained in the exercise of this agreement shall be strictly limited to the management of those data necessary to achieve the purposes of the EFC Interoperable Systems and to allow the validity checking of the OBE when the Service User passes through the EFC lanes. It is understood that under no circumstances such management shall violate any legislation, regulation, discipline, rule, public measure both at European and national level relating to protection of personal data.

**4.3** The Toll Service Provider is granted a non-transferable and non-exclusive right of using the EasyGo Trademark during the term of this Agreement. Any use of EasyGo intellectual property rights in any unusual manners shall be pre-authorized by the EasyGo Steering Committee.

Claims raised by or towards a Third Party in relation to infringement of Trademarks or other intellectual property rights, shall primarily be handled by the EasyGo Steering Committee. The EasyGo Steering Committee shall agree on steps to be taken for resolution of potential disputes. The Toll Service Provider or the Toll Charger shall assist to the degree deemed necessary by the EasyGo Steering Committee.

Any claims, damages and losses imposed on the joint venture in this respect caused by the Toll Service Provider shall be borne by the Toll Service Provider.

## **Section 5 – Calculation of amount due**

**5.1** The amount due relating to the Local Network shall be calculated by the Toll Charger by:

- (a) either measuring dynamically the required characteristics of each vehicle passing through an EFC lane, or
- (b) reading the required characteristics from the OBE during the EFC transaction in the EasyGo+ service as the vehicle passes through an EFC lane, or
- (c) reading the vehicle class from the HGV-list in the EasyGo Basic service, or
- (d) reading the required characteristics from the HGV list in degraded mode for the EasyGo Basic service and the EasyGo+ service.

Moreover, it is agreed between the Parties that the Toll Charger shall be exclusively responsible for the definition of the amount due and carry all risks associated with the effective application of enforcement procedures on its own tolling facilities in the Local Network.

**5.2** If the OBE is not tied to a specific vehicle in the Local Networks, each OBE may not contain sufficient and reliable information for the calculation of the amount due. The Toll Charger is responsible for calculating the amount due according to sub-section 5.1 and the Toll Charger carries all risks associated with any deficiency with respect to its calculation methods and verification thereof.

**5.3** For the EasyGo+ service sufficient and reliable information for the calculation of the amount due is personalised into the OBE by the Toll Service Provider and the OBE is exclusively tied to a specific vehicle. Each Toll Charger for the EasyGo+ service is responsible for calculating the amount due according to sub-section 5.1 and each Toll Charger carries all risks associated with any deficiency with respect to its calculation methods and verification thereof.

**5.4** For the purpose of facilitating the calculation of the amount due in relation to such Local Networks which do not have facilities for measuring dynamically the required characteristics of each vehicle or for degraded mode operation, where the OBE cannot be read, the Toll Service Provider shall maintain and provide a HGV list containing OBEs for the EasyGo Basic service to the Toll Charger valid for vehicles with a weight of more than 3,5 tons and up to 3,5 tons, respectively. Any OBE not stated on this list shall be considered to be below 3.5 tons by the Toll Charger and handled accordingly. The Toll Service Provider shall maintain and provide a HGV list containing OBEs for the EasyGo+ service to the Toll Charger valid for vehicles with a weight of more than 3.5 tons.

## **Section 6 – Debiting/invoicing and transfer of the amount due**

The Parties shall agree upon whether the Parties' cooperation shall be based on an agent model, as further described in Clause 6.1.1 and annex 3.4 ("Agent Model") or a reseller model as further described in Clause 6.1.2 and annex 3.4 ("Reseller Model"). As of the

Effective day, the Parties has agreed upon that the Agreement shall be based on the [Agent Model/Reseller Model].

**6.1** For the purpose of facilitating VAT refund and compliance with the applicable VAT rules, the issuance of invoices/periodical transit information shall comply with the following requirements:

**6.1.1** Agent model (a) Invoicing and charging of the amount due shall be made in the name and for the account of the Toll Charger in charge of the Local Network where the passage or toll transactions have been made; and

(b) each invoice/specification submitted to the Service Users shall be clearly divided on the passages or aggregated toll transactions performed in the Local Network detailing the amount of VAT (if any) so that the Service Users could obtain refund of VAT from the tax authorities if they fulfil the legal prerequisites and procedures established by the governing law.

**6.1.1** Reseller model

(a) Reseller Model which means that the EETS Provider acts in its own name and on its own behalf when invoicing the Toll. Thus, the EETS Provider buys the provision of the Services from the Toll Charger and resells those to the Service Users (or to other EETS Providers who resells the Services again, Services in its own name. The EETS Provider shall be responsible and liable for the management of the Service Users, including invoicing and claim handling procedures.

**6.2** The Toll Charger shall transfer all relevant usage information to the Toll Service Provider regarding:

- an electronically or manually registered passage or toll transaction in a lane or an artificially constructed transaction (i.e. C1, C2 and C4 records as defined in Annex 2.3) not later than thirty (30) days from the time the passage or toll transaction took place,
- a video based transaction converted into an EasyGo transaction (i.e. C8 records in Annex 2.3) by the use of a white list not later than ninety (90) days from the time the passage took place,
- a video based transaction without a valid white list entry converted into an EasyGo transaction (i.e. C7 records in Annex 2.3) after a successful claim by an Service User because of the unnecessary use of enforcement measures or an external debt collector not later than one hundred eighty (180) days from the time the passage took place or
- a retroactive payment transaction (i.e. C7 records in Annex 2.3) not later than seven (7) days from the time the Service User performed the retroactive payment at the Toll Charger.

Any relevant information regarding a passage or toll transaction performed in the Local Network transferred to the Toll Service Provider after this time limit may either be

rejected by the Toll Service Provider or is exempted from the payment guarantee according to sub-section 3.2 (i) if it is accepted by the Toll Service Provider.

**6.3** The Toll Service Provider will pay the Toll Charger all accepted amounts due on the 15<sup>th</sup> day of the month following the transmission of the transit data pursuant to the conditions stated in the relevant Annexes to this Agreement listed in Annex 4.1 where the OBE was not invalidated at the time of passage pursuant to the procedure for distributing and handling black lists provided for by the Annexes 2.1 and 2.3.

**6.4** The Toll Service Provider shall comply with the rules on payment security set forth in the Toll Domain Statement of each Toll Charger. Continued failure to comply with the requirements herein after having been granted a period of 14 days to cure the failure would constitute a material un-fulfilment giving the Toll Charger the right to terminate this agreement pursuant to sub-section 14.1.

**6.5** The Toll Service Provider agrees to continued compliance with the VAT and invoicing regulations set forth in Annex 3.4. The Toll Service Provider and the Toll Charger also acknowledge that the obligations undertaken in regard to VAT include the following:

The Toll Service Provider shall

- (a) implement the VAT and invoicing regulations provided by the Toll Charger whenever a change is communicated to him in line with the timing required by the local legislation of the Toll Charger and bear all associated costs in connection with the implementation;
- (b) generate invoices strictly following the VAT and invoicing regulations stated by the Toll Charger;
- (c) provide the Toll Charger, upon request, with examples of the invoices generated for the Toll Charger's Local Network for verification of correct implementation;
- (d) handle the reverse charge system correctly if required for a Local Network.

The Toll Charger shall

- (a) define all VAT and invoicing regulations applicable to its Local Network;
- (b) be responsible for monitoring any changes to local legislation regarding VAT and invoicing regulations for its Local Network and communicate such updates to the Toll Service Provider in time to have it implemented.

The Toll Charger may periodically check the invoices generated by the Toll Service Provider to verify that they are conformant to the VAT and invoicing regulations for its Local Network.

## **Section 7 – Complaints and claims**

**7.1** The Toll Service Provider and the Toll Charger recognise that Service User contacts shall to the largest extent possible be channelled to the Toll Service Provider if the Toll Service Provider has a Service User Agreement with the Service User. The personnel of the Toll Service Provider, who is in charge of Service User contacts, shall have sufficient knowledge of the EFC Interoperable Systems and each Local Network for the purpose of giving adequate and complete information on day-to-day matters.

**7.2** The Toll Service Provider and the Toll Charger agree between themselves that there is no time-bar provision in excess of the governing law regarding any claim based on improper charge of fees/tolls between the Toll Charger and the Toll Service Provider.

**7.3** Among the minimum set of clauses in the Service User Agreement stated in Annex 3.1 there is a time-bar provision dependent on the governing law of the toll regime for claims by the Service Users. The Toll Service Provider and the Toll Charger agree to apply this provision consistently in relation to Service Users.

**7.4** Any claim from a Service User shall be handled pursuant to the regulations and procedures defined in Annex 3.2. Any possible refund of a collected amount subject to the claim (in whole or in part) will be made upon final resolution of the claim by the Toll Charger unless the claim from a Service User does not change the amount due agreed between the Toll Charger and the Toll Service Provider.

The Toll Service Provider shall provide assistance to the extent requested by the Toll Charger in the handling of a law suit raised by a Service User with the aim of finding a quick and fair resolution of the subject matter. In the event the Toll Charger is refusing the claim, the Toll Charger shall bear all costs associated with the defense of the claim.

**7.5** The Toll Service Provider is carrying all risks associated with the collection of the amount due in all circumstances except for the following cases where the Toll Charger is carrying the risk for non-payment:

- (a) a claim for improper charge of an amount due has been submitted to the Toll Charger and the Toll Charger is not able to verify the passage or the accuracy of the charged amount; and
- (b) a passage with the use of an OBE which is stated on a black list / exception list actually distributed in compliance with the procedures provided for by the Annexes 2.1 and 2.3.

## **Section 8 – Representation and warranties**

**8.1** The Toll Service Provider represents and guarantees that it has full title, pursuant to the European and domestic legislation, regulations, statutory disciplines and rules and/or public authorisation or any other public measure (if any), to issue the OBE and to carry out each of the activities to be performed according to the terms and conditions of this Agreement, and that it has the capability and all necessary powers to sign and execute this Agreement and to undertake the obligations provided herein. The signing and the

execution of this Agreement have been duly authorised in accordance with the by-laws of the Toll Service Provider and/or in compliance with local legislation, regulations, statutory disciplines and rules and/or public authorisation or any other public measure (if applicable to the Toll Service Provider) and do not require any further consent, authorisation, approval or issuance of authorisations, concessions, licenses and/or any other measure by any private or public administration.

**8.2** The Toll Service Provider represents and guarantees that it shall supply to the Service Users exclusively OBEs which have been tested according to Annex 2.6 and duly certified by the Toll Charger or by specific certification bodies appointed by the Toll Charger as being compliant with the relevant technical requirements.

**8.3** The Toll Service Provider represents that it will carry out any and all activities and adopt all measures that are necessary in order to correctly handle, among others, the EFC service, the collection service and the management of the black list / white list.

**8.4** The Toll Service Provider undertakes to keep each of the Toll Charger harmless from any consequences, of any nature, deriving from the Service Users' insolvency.

## **Section 9 – Rights of the Toll Charger**

**9.1** The Toll Service Provider acknowledges that this Agreement and the EFC Interoperable Systems can under no circumstance be considered as able to affect the rights and the duties of the Toll Charger in relation to the management, maintenance and supply of the transport related services and/or the toll collection service within the Local Network of the Toll Charger's respective competence pursuant to the relevant domestic legislation, nor to affect the relevant public authorisation or other similar public measure granted to each Toll Charger in order to provide the above mentioned services.

**9.2** The Toll Service Provider also acknowledges that this agreement shall not affect, and shall not entitle the Toll Service Provider to claim to affect, the independence of each Toll Charger in carrying out the activities required of them by the relevant domestic legislation and/or by any public authorisation or other similar public measure granted to them (if any), including (but not limited to) the independence in

- (a) managing their Local Network;
- (b) establishing and collecting the amounts due for the transport related services provided to the Service Users;
- (c) establishing nominal tariffs, discounts, classification procedures and enforcement methods at local level according to the relevant local legislation, regulations, discipline or rules;
- (d) making changes to the Local Network.

## **Section 10 – Issuer fees**

**10.1** The Issuer fee to be paid by the Toll Charger to the Toll Service Provider for the services rendered by it pursuant to the terms and conditions of this Agreement is bilaterally agreed.

To be detailed by the TC

## **Section 11 – Duration**

**11.1** The Toll Service Provider and the Toll Charger agree that this Agreement is continuous and furthermore binding for the Toll Service Provider and the Toll Charger for the first **XX** years starting from the date of signing this agreement.

**11.2** After the binding period all Parties have the right to terminate according to the provisions set forth in section 13.

## **Section 12 – Cost sharing principles**

**12.1** The Toll Service Provider shall adapt its own systems at its own expense to comply with modifications described in the technical Annexes after their adoption by the ESC.

Other changes are subject to the principle that the requesting Toll Service Provider bears the costs of the changes for all affected actors (Toll Charger and other Toll Service Providers) if not decided otherwise by the EasyGo Steering Committee.

**12.2** The Toll Charger shall adapt its own systems at its own expense to comply with modifications described in the technical Annexes after its adoption by the EasyGo Steering Committee.

Other changes are subject to the principle that the requesting party (Toll Charger) bears the costs of the changes for all affected actors (other Toll Charger and Toll Service Providers) if not decided otherwise by the EasyGo Steering Committee.

## **Section 13 – Termination**

### **13.1 Termination for convenience**

The Parties shall be entitled to terminate the Agreement for convenience to the end of a calendar month by giving a written notice to the other Party of at least **XX (XX)** months.

### **13.2 Termination for cause**

**13.2.1** Either Party may terminate the Agreement by giving a notice of up to **XX (X)** days if the other Party is in material breach with its obligations under this Agreement.

**13.2.2** The Toll Service Provider and the Toll Charger agree that the following shall be considered material breach of the Parties' obligations under this Agreement:

- (i) the breach has affected the effectiveness, functionality and reliability of the services and/or its trustworthiness towards the Toll Service Provider, the Service Users, the Toll Charger or any other third parties, or
- (ii) the breach has caused significant damages to the Toll Service Provider or the Toll Charger.

Should there be any issues which have been impossible to settle at the time of termination, these shall be handled loyally by the Toll Service Provider in accordance with the terms and conditions of this Agreement. This also applies to any unforeseeable unresolved issues and any foreseeable unresolved issues, such as the settlement of transactions made until the date of termination.

**13.3** It is understood among the Toll Service Provider and the Toll Charger that in case of a termination from this agreement the following principals apply:

- (a) The Toll Service Provider is not granted any compensation for any investments
- (b) The Toll Service Provider has to observe all financial obligations of this agreement until the termination becomes effective.
- (c) The Toll Service Provider has to support the Toll Charger for twelve (12) months after the termination with relevant information concerning its period of operation. For a Toll Service Provider ceasing its activities this time period can be shorter depending on the actual date of liquidation.
- (d) The Toll Service Provider loses all rights to further use the EasyGo trademark and any other intellectual property rights as described in sub-section 4.3. Any use after the date of termination is considered an infringement.
- (e) All other not previously defined financial, technical and operational effects and consequences of such a termination from this Agreement have to be agreed upon and settled between the Toll Service Provider and the Toll Charger within the time period described in sub-section 13.1.
- (f) The Toll Service Provider has to give a written notice to its Service Users about the termination and its effective date not less than three (3) months prior to the effective date. The Toll Service Provider has to bear all costs associated with such information to the Service Users.
- (g) The Toll Service Provider has to support its Service Users for six (6) months after its termination with relevant information concerning its period of operation. For a Toll Service Provider ceasing its activities this time period can be shorter depending on the actual date of liquidation.

**13.7** The Toll Service Provider and the Toll Charger agree that the Toll Service Provider is not entitled to assign or transfer its rights and duties under this agreement to any third party, without the prior written consent of the Toll Charger.



## **Section 14 –Limitation of liability**

**14.1** Other than the effect of the division of risks associated with the collection of the amounts due as explicitly stated herein, the Toll Charger shall not be held liable by the Toll Service Provider for indirect or consequential damages such as (but not limited to) loss of production, revenue or profit in connection with this agreement.

**14.4** In order to secure compliance with the quality standards, the Toll Service Provider and the Toll Charger agree to the possibility to implement the use of damages for cases where one or several of the quality standards are not met by the Toll Service Provider.

## **Section 15 – EasyGo Requirements regarding the Toll Service Provider as a Service Recipient's use of the EasyGo hub and the services related thereto**

**15.1** The Toll Service Provider will act as a Service Recipient in respect of EasyGo hub services, and the EasyGo hub Services will be provided in accordance with the EasyGo hub Services requirements applicable from time to time.

**15.2** Approval: The EasyGo Steering Committee shall approve the Toll Service Provider when acting as a Service Recipient before the Toll Charger enters into a final agreement with said Toll Service Provider regarding the use of the EasyGo hub Services. Thus, the EasyGo Steering Committee's approval of the Toll Service Provider when acting as a Service Recipient is a precondition for entering into this Agreement. Furthermore, the Toll Service Provider is obligated to assist the Toll Charger in connection with the application for approval.

**15.3** Adherence to the technical minimum requirements set out by the General Parties (the EasyGo Toll Chargers): The Toll Service Provider shall when acting as a Service Recipient at all times comply with the technical requirements set out in Annex 1.4 Toll Charger – Requirements to a Service Recipient regarding the use of the EasyGo HUB services.

**15.4** Use of EasyGo trademark: When delivering the Services at the Toll Charger under the Agreement, the Toll Service Provider is not entitled to use the EasyGo trademark and any other intellectual property rights of EasyGo or the General Parties (the EasyGo Toll Chargers) without the prior written consent of the General Parties.

**15.5** Waiver of action and liability: According to Annex 1.4, the Toll Service Provider is not entitled to raise any claim against the provider of the EasyGo hub Services and consequently waive such right under this Agreement. As between the Toll Chargers and the provider of the EasyGo hub Services, any recourse claim based on claims from the Toll Service Provider acting as a Service Recipient against the Toll Charger shall be limited in accordance with the requirements set out in the IT-Services Agreement applicable from time to time between the provider of the EasyGo hub Services and the EasyGo Toll Chargers.

**15.6** Suspension of Services: In the event that the use of the EasyGo hub Services by the Toll Service Provider acting as a Service Recipient is not compliant with this

Agreement, the Toll Service Provider's access to the EasyGo hub Services may be suspended. Depending on the criticality of the triggering event two different suspension procedures do apply:

(a) High technical criticality:

The provider of the EasyGo hub Services is entitled to suspend, with immediate effect, the Toll Service Provider's access to the EasyGo hub Services only in those cases where the immediate suspension is, from a qualified IT-security point of view, the most appropriate means to prevent financial losses for the General Parties (the EasyGo Toll Chargers) and to guarantee an on-going correct and proper working of the EasyGo hub Services; in particular denial-of-service attacks, virus-infected files, manipulated data.

(b) Other (less critical) cases:

In other (less critical) cases where the Toll Service Provider is acting as a Service Recipient the provider of the EasyGo hub Services is not entitled to suspend the Toll Service Provider's access to the EasyGo hub Service, but the EasyGo Steering Committee is entitled to do so.

It is understood that in both cases a suspension of the Toll Service Provider's access to the EasyGo hub Services is in principle of temporary nature and limited until the problem is solved.

## **Section 16 – Data Protection Requirements**

### **16.1 Data protection requirements**

**16.1.2** Under this Agreement and for the purposes of Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation "GDPR") and any applicable national regulations implementing the GDPR, including Applicable EETS Legislation, the Parties will be acting as data controllers of personal data to be collected and processed by said entities under this Agreement. The Toll Service Provider is the data controller of all personal data relating to its contractual relationship with the Service User. The Toll Charger is the data controller of all personal data collected from such Service User in connection with the Service User's transfer or passage through the Toll Domain. For the purpose of enabling the Services and the provision of the Agreement, personal data needs to be exchanged between the Parties.

**16.1.1** Based on the above, the Parties have agreed on the following data protection requirements.

**16.1.2** The terms "personal data", "process/processing", "data controller", "data processor" and "technical and organisational measures" as used in this Clause (and otherwise in the Agreement) shall be understood in accordance with the GDPR as implemented by applicable national legislation.

**16.1.3** As **data controllers**, the Parties (and its subcontractors) shall:

- (i) process personal data only in accordance with applicable data protection law;
- (ii) ensure that personal data is kept confidential;
- (iii) process the personal data only to the extent, and in such manner, as is necessary for the provision of the Agreement and the Services;
- (iv) implement appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss and to prevent any unlawful forms of processing, in particular any unauthorized disclosure, dissemination or access, or alteration of personal data;
- (v) take satisfactory steps to ensure the reliability and trustworthiness of any of the personnel who have access to the personal data; and
- (vi) ensure that all the personnel required to access the personal data are informed of the confidential nature of the personal data.

**16.1.4** If any supervisory authority in any country having jurisdiction over this Agreement requests information from the Toll Service Provider and/or the Toll Charger regarding the processing and handling of personal data under this Agreement, the Parties shall inform one another of such requests, and cooperate and assist one another in producing the requested information.

**16.1.5** The provision of certain data processing services provided by the Appointed Party operating the EasyGo Hub, shall be governed by the Personal Data Processing Terms attached as Annex 0.5.

## **Section 17 – General provisions**

**17.1** Any amendment to this agreement shall be validly taken, binding and effective towards the Toll Service Provider and all the Toll Charger thereto, provided that such amendment is agreed upon with the unanimous consent of the Toll Service Provider and each of the General Parties to the Joint Venture Agreement, resulting from a written document duly signed and authorised by each of them.

Any amendment to the Annexes to this agreement shall be validly taken, binding and effective towards the Toll Service Provider and all the Toll Charger after a decision by the EasyGo Steering Committee.

**17.2** This agreement shall not supersede and shall not affect the validity of any EFC interoperability agreements signed by the Toll Service Provider or the Toll Charger or any of them.

**17.3** Any communication requested or permitted under this agreement shall be made in writing by means of a return receipt registered letter, hand delivered letter, or telefax (receipt acknowledged) and shall be addressed:

(a) if to Toll Charger to

[Name of TC]

[Address of TC]

[Postal code and town of TC]

[name of contact person]

(b) if to [Name of TSP] to

[Name of TSP]

[Address of TSP]

[Postal code and town of TSP]

[name of contact person]

or at such other address which the Toll Service Provider or the Toll Charger may notify to the others after the date of this Agreement in compliance with the aforesaid provisions. It is being understood that the Toll Service Provider and the Toll Charger elect their domicile for all the purposes relating to this Agreement, including the service of judicial and arbitration notices, at the above mentioned addresses or at the different addresses which may be notified in the future.

**17.4** The Annexes are an essential part of this agreement and represent the integral will of all the understandings reached by the Toll Service Provider and the Toll Charger in respect of the object of this agreement. In the event of any inconsistency between the terms of this agreement and any provision appearing in the Annexes the terms of this agreement shall prevail.

An overview of all Annexes is given in Annex 4.1 “Overview of Annexes to JVA and TSPA”

**17.5** The headings of each section have been set forth for the sole purpose of facilitating the reading of this Agreement and, therefore, they shall not be taken in any consideration for the purposes of interpreting the same.

**17.6** If any provision of this agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the present agreement shall continue to be valid as to the remaining unaffected provisions.

## **Section 18 – Governing Law**

This agreement shall be construed in accordance with and shall be governed by the laws of Sweden.

## **Section 19 – Disputes**

**19.1** Any controversy which may arise between the Toll Service Provider and one or more Toll Charger relating to the interpretation, validity, enforceability, performance or termination of this agreement (including, without limitation, any and all of the obligations provided herein) shall be submitted to arbitration pursuant to the rules of the Stockholm Chamber of Commerce. The arbitration proceedings shall be held in English and shall take place in Stockholm, Sweden.

**19.2** Before entering into the procedure indicated in the precedent sub-section 18.1, each Toll Service Provider or Toll Charger undertakes to give prompt notice to the Toll Service Provider or Toll Charger of the claim, dispute or other matter in question arising out of, or relating to, this agreement or a breach thereof and within thirty (30) calendar days following such notice, to conduct with the Toll Service Provider or all the Toll Charger involved in the matter good faith negotiations with the aim of jointly and mutually settling the matter in ways that are reasonably satisfactory for the Toll Service Provider and all the Toll Charger involved.

\* \* \*

Name of Toll Service Provider) \_\_\_\_\_

Name of person authorised to sign \_\_\_\_\_

Name in capital letters \_\_\_\_\_

Place and Date \_\_\_\_\_

and

For  
Name of Toll Charger \_\_\_\_\_

Name of person authorised to sign \_\_\_\_\_

Name in capital letters \_\_\_\_\_

Place and Date \_\_\_\_\_

The Agreement is legally binding when both Parties have signed it.