

GENERAL TERMS AND CONDITIONS FOR THE ACCEPTANCE AND USE OF DEFERRED MEANS OF PAYMENT OF THE TOLL WITH PERMANENT CHARGE ON CURRENT ACCOUNT OR CREDIT CARD (so-called “CONTO TARGA”)

Premise:

Autostrada Pedemontana Lombarda S.p.A. (hereinafter also referred to as “**APL**”), with registered office in via Benigno Crespi no. 17, 20159 Milan (MI), share capital EUR 922,926,000, paid-up 718,926,000, R.E.A. MI1232570, Tax Code/VAT number: 08558150150, registered in the Companies Register of Milan, concessionaire for the design, construction and management of the “*Dalmine, Como, Varese, Valico del Gaggiolo motorway link and related works*” (Pedemontano Lombardo Road System), by virtue of the Master Agreement signed on 1 August 2007 with Concessioni Autostradali Lombarde S.p.A., in the exercise of its functions, in collaboration with the Banks/Credit Institutions indicated in the Authorisation, will activate the payment of tolls on the road and motorway sections managed by Autostrada Pedemontana Lombarda S.p.A. to the undersigned applicant (“**User**”), under the conditions indicated below, by permanent charge on a current account or credit card (“**Conto Targa**” or “**Service**”).

The Conto Targa is aimed at Users who have a current account at a branch and/or dependency of a Credit Institution/Bank authorised to operate in Italy.

The User undertakes to comply with the procedures indicated below for transit on the road and motorway sections managed by Autostrada Pedemontana Lombarda S.p.A.

These terms may be modified by APL, which will notify the User in accordance with the instructions set out in art. 8 below.

ART. 1 GENERAL TERMS AND PROCEDURES FOR ACTIVATING THE CONTO TARGA SERVICE

- 1.1** These General Terms and Conditions govern the methods of payment of tolls relating to transits made with vehicles on the road and motorway sections, managed by Autostrada Pedemontana Lombarda S.p.A., detected by reading license plates with the *Multilane Free Flow* (“Free Flow®”) system.
- 1.2** The activation of the Conto Targa is free of charge and takes place by signing a special contract directly through the “Reserved Area” available on the APL website. The User, before being able to conclude the contract, is required to first register to access his or her “Reserved Area”. The User may use his or her credentials if he or she already has an active account. Please refer to art. 4 below for information on registration on the www.pedemontana.com website.
- 1.3** To start the process of activating the Conto Targa, it is necessary to read these Terms and Conditions and the Privacy Policy on the processing of personal data provided by APL, pursuant to art. 13 of Regulation (EU) 2016/679 (“GDPR”).



1.4 To start the activation procedure of the Service, the User must access his or her “Reserved Area” and follow the instructions provided, entering the required data, carrying out the required formalities, giving consent, mandatory and optional, and finally signing the entire contractual document with digital signature.

The digital signature service used to subscribe to the Service is the FEA (Advanced Electronic Signature) with One Time Password (OTP) code. The User who intends to make use of the FEA in order to sign the contract is previously identified in a certain manner using one of the methods provided for by Italian Legislative Decree no. 231/2007 and subsequent amendments, such as the remote identification method and the use of the SPID digital identity. The conditions of use are published on the APL website in the “Conto Targa” section.

1.5 By activating the Service and accepting these General Terms and Conditions, the User authorises APL to charge the amounts due for the tolls validated with the Free Flow® system on the current account at a branch and/or dependency of a Bank/Credit Institution authorised to operate on the Italian territory or on the credit card issued by a Bank/Credit Institution belonging to one of the authorised circuits, indicated during registration. Prepaid credit cards are not admitted to the service.

1.6 The User who joins the Conto Targa must necessarily be the holder of the current account or credit card used to charge the amounts due for tolls.

1.7 The User has the right to enable the Service up to a maximum of no. 500 (five hundred) plates per single contract.

1.8 The User undertakes to promptly update the data entered in his or her “Reserved Area” regarding any change in the relationship with the Bank/Credit Institution (due, for example, to IBAN variation, loss and/or replacement of the credit card, etc.), and to promptly notify APL of any change in relation to the personal data entered during registration. By signing the Permanent Charge Authorisation, the User undertakes to accept the charge of the amounts relating to all tolls validated with the Free Flow® system and invoiced by APL, to the current account or credit card indicated during registration.

1.9 The User can at any time, by accessing his or her “Reserved Area”, activate new license plates by using the dedicated “add a vehicle” function. The User can also deactivate the license plates at any time by using the dedicated function by clicking on the “waste bin” icon. With regard to each individual license plate, the User has evidence of the date and time of activation/deactivation.

1.10 All tolls accrued before the activation of the Conto Targa must be paid with the other payment methods available and indicated on the www.pedemontana.com website.

1.11 In any case, the User has the right to withdraw from the Conto Targa service at any time through the function available in his or her “Reserved Area”, as indicated in art. 6 below.

ART. 2 TOLL RATE CALCULATION, CHARGING AND INVOICING METHODS



- 2.1** The toll is determined by multiplying the kilometres travelled on each route by the unit rate, increased by the supplementary fee. To this amount is added the current VAT. The unit rate is commensurate with the type of vehicle used according to its volumetric dimensions. The unit rates are periodically updated by adopting the provisions of the Transport Regulation Authority (ART), with prior approval by the Grantor. The annual increase in the unit rate applies indiscriminately and without any discretion to all sections of the network managed by APL. The toll rates relating to the distance travelled along the network managed by APL can be found on the www.pedemontana.com website.
- 2.2** The processing and application of the rates for the transits referred to in the previous article is the exclusive responsibility of APL.
- 2.3** The billing cycle for the amounts charged is monthly. The invoice is issued in electronic format (xml file) and transmitted electronically to the Exchange System (Sdl) and delivered by it to the User according to the rules established by the Italian Revenue Agency. APL publishes in the “Reserved Area” a copy of the toll invoice, not valid for tax purposes (except in the cases expressly provided for by current legislation on the subject), containing a summary of the transits made by the User’s vehicle. Any dispute regarding the amounts invoiced and charged must be received by APL within 60 days from the date of issue of the invoice. The complaint can be sent by e-mail to the contotarga@pedemontana.com address or by post to AUTOSTRADA PEDEMONTANA LOMBARDA S.P.A. – CONTO TARGA - Via Benigno Crespi no. 17, 20159 Milan (MI).
- 2.4** By accessing their “Reserved Area”, the User can view and print a copy of the invoice, which is not valid for tax purposes, as well as the detailed list of transits charged in the accounting document issued by APL.
- 2.5** The copy of the invoice available by accessing your “Reserved Area” has tax validity only if issued to Users not established and not identified in Italy as well as in the other cases expressly provided for by current legislation on the subject.
- 2.6** APL produces a non-modifiable file containing the invoice and the list of transits, which is archived for a period of not less than 10 years pursuant to art. 2220 of the Italian Civil Code.
- 2.7** The copy of the invoices and the list of transits remain accessible to the User in the Reserved Area for at least 12 months from the date of issue or registration of the transit; after this period, the User may request the free transmission – via email – of the copy of the invoice, by sending an email to the address contotarga@pedemontana.com.
- 2.8** The Conto Targa cannot be disbursed in the presence of an on-board electronic toll device working/active at the time of transit under the toll collection portals. If the User activates the Conto Targa for a vehicle equipped with a working/active on-board device, the transits will be charged according to the methods, terms and conditions set out in the contract stipulated between the customer and the Electronic Toll Service Provider.



ART. 3 LIMITATIONS OF LIABILITY

- 3.1** APL declines all liability for any claims by the User relating to the impossibility of viewing invoices electronically, in the event that such impossibility does not depend on APL itself. APL does not assume liability for damages, direct or indirect claims, deriving from the failure and/or defective functioning of the electronic equipment of the User or third parties, including Internet Services Providers, telephone and/or telematic connections not managed directly by APL or by persons for whom it is responsible.
- 3.2** Without prejudice to the provisions of art. 3.1 above, the User acknowledges and accepts that APL may not in any case be held liable for any type of damage, direct or indirect, deriving from the User or third parties for facts beyond the control or in any case the liability of APL regarding:
- the use of or temporary inability to use the Service;
 - any interruption of the Service;
 - unauthorised access or alteration of the User's transmissions or data by third parties, including, among other things, any damage, including economic damage, incurred by the User as a result of loss of profit, use, loss of data or other intangible elements.
- 3.3** The User undertakes to use the Conto Targa exclusively for purposes that are lawful and permitted by the applicable laws in force, by habits and customs, by the rules of diligence, in any case without infringing the rights of any third party, whether or not a user of the means of communication, and paying particular attention to data protection regulations, laws on the protection of intellectual and industrial property and telecommunications regulations.
- 3.4** The User assumes entirely and exclusively all responsibility for the information communicated relating to the Conto Targa Service, acknowledging sole liability for it and relieving APL or other subjects connected to it or controlled by it, its representatives, employees as well as any partner of APL from any consequent claim for damages or recourse, reimbursing APL for any cost deriving from claims or actions by third parties against it for damages caused by the User or by persons authorised by the User to access the Conto Targa Service.

ART. 4 REGISTRATION ON THE WWW.PEDEMONTANA.COM WEBSITE

- 4.1** Users who intend to activate the Conto Targa must first register in the appropriate section on the www.pedemontana.com website according to the following instructions, subject to acceptance of these General Terms and Conditions and the Privacy Policy of the Service.
- 4.2** Registration is only allowed to the User in possession of a valid e-mail address and a mobile phone number.
- 4.3** At the time of registration, the User must create his or her own access number ("Email address") and an access code ("Password"): these credentials will both be essential for accessing their "Reserved Area" relating to the management of the Conto Targa Service.



The User may change his or her password at any time by following the instructions provided by the system. The User is solely responsible for maintaining the secrecy and confidentiality of his or her “Email Address” and/or “Password” and, consequently, is solely responsible for all use of his or her e-mail address and/or Password, whether authorised or not by the User. In addition, the User assumes exclusive responsibility for all his or her activities within the scope of the Conto Targa Service and undertakes to indemnify and hold APL harmless from any claim, demand or threat relating to or deriving from the use or abuse of his or her membership of the Conto Targa Service, within the terms provided for by current legislation.

4.4 The registration process is completed with the insertion of the requested personal data, the acceptance of these General Terms and Conditions and the Privacy Policy.

4.5 Without registering for the Conto Targa Service, the User can freely browse the various non-reserved areas on the www.pedemontana.com website. By completing the registration procedure, as well as expressing his or her choices in relation to the processing of his or her personal data, the User declares that he or she has carefully read and expressly accepted all the terms and conditions of use of the Conto Targa Service and the Privacy Policy on the processing of personal data available on the www.pedemontana.com website.

ART. 5 OBLIGATION TO PAY TOLLS, ARREARS, ALTERNATIVE PAYMENT METHODS AND AUTOMATIC TERMINATION

5.1 The payment of the motorway toll is due by law, based on article 176 paragraph 11 of Italian Legislative Decree no. 285 of 30 April 1992 and subsequent amendments (“New Rules of the Road”). Both the driver and the owner of the vehicle are jointly and severally liable to payment of the toll.

5.2 APL will charge the amount of the tolls provided that the credit card or current account has sufficient funds to cover the entire charge.

5.3 In the event of non-payment of the amount due due to problems relating to the Bank/Credit Institution, or in the event of the absence of sufficient availability at the time of the charge, APL will notify the User of this event, who will have a term of 23 days from the date of sending the communication to remedy the situation. After this period, APL will proceed with a second charge attempt. In the event that this second charge attempt is also unsuccessful, APL will proceed with the automatic termination of the Contract and the deactivation of the Service with immediate effect, taking steps to recover the credit in accordance with the law and according to the specific procedures identified by APL.

5.4 In the event of non-compliance with the obligations to pay the amounts due under the Contract, the User may be charged interest on arrears, in addition to the costs relating to activities instrumental and/or functional to the recovery of the credit out of court (such as, for example, out-of-pocket expenses incurred for sending paper communications).

ART. 6 DURATION OF THE CONTRACT AND THE USER’S RIGHT OF WITHDRAWAL



6.1 The Contract has an indefinite duration, except for the cases of withdrawal regulated as indicated below and those provided for in art. 9 below:

a. Withdrawal by the User

The User is allowed to withdraw from the Contract at any time, without any termination fee or penalty, by doing so through his or her “Reserved Area” through a special dedicated function. The withdrawal will be effective as soon as the User has received an email notifying APL of the deactivation of the Service at the email address indicated during registration.

b. Right to reconsideration

The conclusion of the online contract constitutes the conclusion of a “distance contract” pursuant to the Italian Consumer Code. Therefore, the Customer may exercise the right of withdrawal pursuant to art. 52 of Italian Legislative Decree no. 206/2005 (“Consumer Code”), in the same manner as indicated above, without having to provide any reason and without having to incur costs.

6.2 In order to communicate his or her withdrawal, the User may, as an alternative to the above, sign and send the Withdrawal Form on the APL website or send any other explicit declaration of the decision to withdraw from the contract (art. 54 of the Italian Consumer Code), attaching a copy of his or her identity document, by ordinary mail to the address Autostrada Pedemontana Lombarda S.p.A., Via Benigno Crespi no. 17, 20159 Milan or by email to contotarga@pedemontana.com, indicating “Withdrawal” in the subject line.

In this case, the withdrawal will be effective upon receipt of the notification email with which APL informs the User of the deactivation of the Service.

6.3 In the event of withdrawal, the User shall in any case be responsible for all the amounts relating to the transits validated with the Free Flow® system in the period between the subscription to the Conto Targa Service and its deactivation by APL, following the notice of withdrawal.

6.4 The User must pay the tolls accrued after the withdrawal by one of the other methods available to him or her indicated on the www.pedemontana.com website.

6.5 The User can disable individual license plates associated with the Conto Targa Service at any time by accessing the “Reserved Area” and removing the license plates concerned. In the event of deactivation, the User shall in any case be responsible for all the amounts relating to the tolls for transits validated with the Free Flow® system in the period between the activation of the individual license plates and the deactivation of the same carried out by the User.

ART. 7 PROCESSING OF PERSONAL DATA

7.1 Autostrada Pedemontana Lombarda S.p.A., in its capacity as Data Controller of the



personal data provided by the User for the purpose of subscribing to the Conto Targa, and possibly supplemented or modified by the same in the “Reserved Area”, informs the User, pursuant to and for the purposes of EU Regulation 679/2016 (“Regulation”) and Italian Legislative Decree 196/2003 “Code”, that the aforementioned personal data may be processed, carried out with manual or IT tools, in any case suitable for guaranteeing data security and confidentiality as well as avoiding unauthorised access to the data, for the purposes and with the methods illustrated in the Privacy Policy on the processing of personal data available on the www.pedemontana.com website, which the User declares to have read.

ART. 8 PERIODIC COMMUNICATIONS AND CHANGES TO THE GENERAL TERMS AND CONDITIONS

- 8.1** APL sends, once a year, an updated overview of the rates applied and any promotions in progress. The communication is sent by email to the email address provided by the User. As an alternative to the above, APL has the right to make the aforementioned information available by publication on its website.
- 8.2** The User expressly authorises APL to send to his or her email address, or even to make available in the section of the website reserved for the Conto Targa Service, the General Terms and Conditions, any special conditions and all subsequent amendments, which constitute all the contractual terms for the provision of the Conto Targa Service. The User undertakes to print on paper or to save on a suitable durable medium and to keep the General Terms and Conditions and all subsequent amendments thereto that may be made to them from time to time.
- 8.3** APL reserves the right to unilaterally modify the clauses of the General Terms and Conditions by giving notice to the User, with 30 days’ notice, by email to the email address provided by the User, without prejudice to the quality of the Conto Targa Service and to adapt it to supervening needs of a technical nature and/or management of the Conto Targa Service as well as to comply with requirements imposed by law and/or by provisions of mandatory Authorities. The User will have the right to withdraw from the Conto Targa Service if he or she does not intend to accept these new conditions.

ART. 9 SUSPENSION, INTERRUPTION AND VARIATION OF THE CONTO TARGA SERVICE BY APL

- 9.1** The Conto Targa Service is provided for an indefinite period.
- 9.2** APL may at any time, subject to 60 days’ notice, suspend or permanently interrupt the provision of the Conto Targa Service. In particular, APL may interrupt the provision of the Conto Targa Service, with immediate effect and without the need for prior notice, in the following cases: - when the User does not provide up-to-date, complete and truthful



personal data; - when the User uses the Conto Targa Service for illegal purposes or for the transmission or exchange of material that is unlawful, harassing, racist, slanderous or defamatory, detrimental to the privacy of others, abusive, threatening, harmful, vulgar, obscene or that violates, or may violate, intellectual or industrial property rights or other rights of third parties; that causes harassment, disturbance or damage in any way to minors (violence, paedophilia, exploitation, etc.). - when the User uses the Conto Targa Service for the transmission or exchange of viruses, chain letters, or for an unsolicited and mass distribution of emails; - when the User violates these General Terms and Conditions and the particular conditions applicable to the Conto Targa Service.

9.3 APL will not be liable for delays, malfunctions, suspension and/or interruption to the User in the provision of the Conto Targa Service caused by force majeure or fortuitous events, tampering or unlawful interventions by third parties on services or equipment, incorrect use of the Conto Targa Service by the User.

9.4 APL reserves the right to suspend and/or interrupt the Conto Targa Service in the event of congestion and/or overload of the system, as well as in order to guarantee ordinary and extraordinary maintenance interventions, without assuming any liability.

9.5 The Conto Targa Service may be suspended, interrupted, varied and even terminated, temporarily or permanently, at any time, by giving notice to the User, with 30 days' notice, by sending an email notification and notice on the www.pedemontana.com website. This communication will specify the date of entry of the suspension/interruption/variation/termination of the Service, without prejudice to the possibility for the User to withdraw from the Contract, without any additional charge, according to the terms indicated in art. 6 above.

ART. 10 APPLICABLE LAW AND JURISDICTION

10.1 These General Terms and Conditions and the Conto Targa Service are governed by the laws of the Italian State, without prejudice to the application of the rules of the same in the event of conflict of laws on data processing.

10.2 Any disputes that may arise in the interpretation and execution of these General Terms and Conditions shall be subject to the exclusive jurisdiction of the Court of Milan.

In the case of a Consumer User, it is acknowledged that this document is subject, among other things, to the application of Chapter I, Title III, Part III of the Italian Consumer Code and that the competent Court will be that of the place of residence or elective domicile of the consumer himself or herself, according to the relevant law.

10.3 APL's Privacy Policy, as indicated in art. 7 above and in APL's Privacy Policy, is also valid for the other forms of payment indicated on the www.pedemontana.com website.

If APL receives formal written complaints regarding the interpretation and execution of the aforementioned Privacy rules, the Italian Privacy Authority or the Court of Milan will have jurisdiction, unless otherwise decided by the competent Authorities themselves.



ART. 11 INFORMATION AND COMPLAINTS

The User can request information or send reports by writing to the dedicated address contotarga@pedemontana.com.

The User may also submit a complaint at any time in one of the following ways: through the www.pedemontana.com website – with access, without prior registration, from the appropriate “Complaints” link on the home page; by email to reclami@pedemontana.com; by certified email (PEC) by writing to the address reclamipedemontana@pec.it; by registered mail/ordinary mail, addressed to Autostrada Pedemontana Lombarda S.p.A., Via Benigno Crespi, 17 – 20159 Milan (MI), indicating “COMPLAINT” in the subject line.

APL guarantees a response to complaints as quickly as possible, and in any case within 10 working days from receipt, in accordance with the Service Charter.

ART. 12 CONCILIATION AND OUT-OF-COURT DISPUTE SETTLEMENT PROCEDURES

With Resolution no. 21/2023, the Transport Regulation Authority approved the regulation, in first implementation, of the procedures for the non-judicial resolution of disputes between economic operators that manage transport networks, infrastructures and services and users or consumers, pursuant to art. no. 10 of Italian Law no. 118 of 5 August 2022, which applies to conciliation requests submitted after 27 February 2023. For such disputes, it is not possible to appeal to the courts until a mandatory attempt at conciliation has been made before one of the parties indicated in art. 4 of the Resolution. The User may submit a request for conciliation if he or she has already submitted a complaint or a request for reimbursement or compensation, in the forms and in the manner indicated by the Concessionaire, and has received a response that he or she considers unsatisfactory or has not received a response within 30 days. The full text of Resolution no. 21/2023 is available on the Authority's website at www.autorita-trasporti.it

ART. 13 ELECTION OF DOMICILE AND COMMUNICATIONS

The User elects as his or her domicile, for all purposes of the Contract, also tax (including the sending of communications via ordinary mail, where provided for by this Contract), the address indicated during registration.

Where this Contract provides for notices by postal mail from the User to APL, the same may be addressed to the following address: Autostrada Pedemontana Lombarda S.p.A., Via Benigno Crespi no. 17, 20159 Milan.

Where this Contract provides for email communications from the User to APL, the same may be addressed to the following address: contotarga@pedemontana.com.



For assistance, the Customer can make use of the support of the Contact Centre by calling the following number +39 02/39.460.460.

(I ACCEPT) Date,

Signature

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the User acknowledges and declares that these General Terms and Conditions have been carefully analysed and evaluated in all their individual parts and, therefore, with the signature below, the following clauses are confirmed and specifically approved: **1** (General terms and procedures for activating the Conto Targa Service) **2** (Toll rate calculation, charging and invoicing methods), **3** (Limitation of liability), **4** (Registration on the www.pedemontana.com website), **5** (Obligation to pay tolls, arrears, alternative payment methods and automatic termination) **6** (Duration of the contract and the User's right of withdrawal) **8** (Periodic communications and changes to the general terms and conditions), **9** (Suspension, interruption and variation of the Conto Targa Service by APL) and **10** (Applicable law and jurisdiction).

(I ACCEPT) Date,

Signature