

Electronic toll collection

1. The detection systems located on the "*Free-flow*®" portals of the motorway network of Autostrada Pedemontana Lombarda S.p.A. (hereinafter also referred to as "**APL**") not only make it possible to identify the vehicle in transit and its number plate, but also to detect the presence of the on-board unit (OBU) of the customer who holds a contract for the automatic and deferred toll payment service through the same on-board unit, which is also valid on the aforementioned network.

The aforementioned systems also accept and detect on-board unit complying with European electronic toll collection standards. Tolls charges relating to transits detected by the portals using on-board unit are therefore charged in accordance with the terms and conditions set out in the service contract between the customer and the company providing the aforementioned payment service.

Therefore, the customer - holder of such a service contract - who intends to use APL motorway network with a vehicle whose number plate is associated with its on-board unit, using the aforementioned portals (preceded by appropriate road signs):

- a) acknowledges and accepts that the detection systems at the portals identify the on-board unit via radio to detect the transits, associate it with the customer's deferred toll payment service contract and to automatically transmit the relevant data to the operator of that service, which is third party with respect to APL; as a consequence, the customer will be charged a fee in accordance with the terms, conditions and methods of the contract, relating to that service, between the customer and the aforementioned operator;
- b) acknowledges and accepts that, for the aforementioned purposes, the on-board unit must be active, operating and correctly positioned inside the vehicle during transits under the *Free-flow*® portals of APL's motorway network, as determined by the relevant technical and contractual standards and/or conditions of use.

In addition, using *Free-flow*® portals, the aforementioned customer:

- c) acknowledges and accepts that APL, in the event of failure to detect the customer's on-board unit through the systems located on the *Free-Flow*® portals (e.g. due to inadequate vehicle speed, incorrect or failed positioning of the unit, unexpected malfunction of the unit, etc.), will proceed to detect the transit by means of the vehicle number plate, in order to associate it with the customer's deferred toll payment service contract, for the purposes referred to in subparagraph (a) above, and to the transmission of the relevant data to the operator of that service in accordance with the consequent charges.

Additionally, in relation to the aforementioned cases of failure to detect the on-board unit via radio and the detection of transits by number plate, the customer acknowledges that, where their operator of the automatic and deferred toll payment service allows it, they may communicate their request/instruction for exclusion of the aforementioned transits detected by number plate from the data association and transmission operations, as well as from the billing of the relevant tolls, to APL

through the aforementioned operator (using the methods indicated by the latter on their website) at any time and without additional costs.

This request/instruction for exclusion may be submitted in relation to the number plates associated with the same on-board unit and has an indefinite effect until revoked by the customer; revocation may be communicated by the customers in the manners indicated above, at any time and at no additional cost.

If the customer communicates their request/instruction for exclusion as described above, from the moment the aforementioned exclusion is effectively registered in APL's information systems, APL will proceed, in cases where the customer's on-board unit is not detected via radio at the time of transit under the *Free-Flow*® portals, to detect the transit by the vehicle's number plate, in accordance with the general rules of its collection system, without notifying the operator of the automatic and deferred toll payment service, of which the customer is the holder for the purpose of charging the relative fee. Consequently, the customer shall be obliged to pay the relevant toll in favour of APL within 15 calendar and consecutive days from the transit, in accordance with the general rules of the latter company (see above) and by means of the additional solutions permitted by the company itself and indicated below.

It should be noted that if the aforementioned requests/instructions are transmitted by the customer between 12 a.m. and 11:59 a.m. on a given day, they will be recorded and take effect from 1 p.m. on the same day; if they are transmitted between 12:00 p.m. and 11:59 p.m. on a given day, they will be recorded and take effect from 01:00 a.m. on the following day.

2. If the customer, holder of an automatic and deferred toll payment service contract using an on-board unit also valid on the aforementioned network, is simultaneously registered with APL's "*Conto Targa*" or "*Ricaricabile Pedemontana*" payment system, which is active at the time of the transit through the *Free Flow*" portals, the customer:
 - a) Acknowledges and accepts that the detection systems located on the portals primarily identify the on-board unit for transit detection, in order to associate the same unit with the customer's contractual position related to the automatic and deferred toll payment service and the automatic transmission of the relevant data to the operator of that service, who is a third party with respect to APL. This priority identification is intended for the consequent charging of the toll in accordance with the terms and conditions of the contract, inherent in the service itself, between the customer and the aforementioned service operator;
 - b) Acknowledges and accepts that APL, in the event of a failure to detect the on-board unit provided to the customer via radio through the systems located on the *Free-Flow*® portals (e.g. due to the vehicle's inadequate speed, incorrect or missing placement of the unit on the vehicle, unexpected malfunction of the unit, etc.), will proceed with associating the relevant transits, detected through the number plate associated with the unit, with the customer's contractual position related to the automatic and deferred toll payment service, and to transmit the relevant data to the operator of that service for the consequent charges. If the customers communicate their request/instruction for exclusion in the prescribed manner, from the time when the aforementioned exclusion is effectively recorded

in APL's information systems, APL will proceed with detecting the transit using the vehicle's number plate, in accordance with the general rules of its FFML Toll Collection System, and subsequently charging the toll to the "Conto Targa" or "Ricaricabile Pedemontana" service according to the terms and conditions provided in the existing service contract with the customer;

- c) acknowledges and accepts that any discounts that may be applied from time to time by APL shall be calculated by the latter in relation to the actual method of transit detection, according to the hierarchy described in this paragraph 2, points a) and b) above, but without the right to cumulate the discounts provided for the different payment systems.