

Electronic Toll

For customers already equipped with an active on-board device, payment occurs automatically when the vehicle passes under the portal, according to the methods, terms and conditions set out in the contract already stipulated between customer and company providing the service.

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**") make it possible to identify the vehicle registration 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 equipment complying with European electronic toll collection standards. Tolls relating to transits detected by the portals using on-board equipment 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 - the holder of such a service contract - who intends to use APL's motorway network with a vehicle associated with its on-board equipment, using the aforementioned portals (preceded by appropriate road signs):

- Acknowledges and accepts that the detection systems at the portals identify the on-board equipment 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 and conditions of the contract, relating to that service, between the customer and the aforementioned operator;
- acknowledges and accepts that, for the aforementioned purposes, the on-board equipment 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:

- Acknowledges and accepts that APL, in the event of failure to detect the customer's on-board equipment through the systems located on the "*free-flow*[®]" portals (e.g. due to inadequate vehicle speed, incorrect or failed positioning of the equipment, unexpected equipment malfunction, etc.), will proceed to detect the transit by means of the vehicle registration 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.

Moreover, the customer acknowledges that, where provided for by the operator and should the portal fails to detect the on-board equipment by means of a vehicle registration plate, they may inform APL in advance, through the aforementioned operator (in the manner indicated by the latter on its website) at any time and at no additional cost, and request the exclusion of the aforementioned plate-read transits from the data association and transmission operations and to charge the relevant tolls through its own payment service provider.

This request may be submitted in relation to the vehicle registration plates associated with the on-board equipment and shall be effective indefinitely and 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.

Once the customer requests the exclusion as described above and the information is registered with APL's information systems, should the *free-flow* portals fail to detect the customer's on-board equipment, APL will proceed to detect the transit by means of the vehicle registration 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 owner, 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 of 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.

If the customer, holder of an automatic and deferred toll payment service contract, is 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:

- Acknowledges and accepts that the detection systems located on the portals primarily identify the on-board equipment to register the transit, associate it with the customer's automatic and deferred toll payment service contract and to transmit the relevant data to the operator, which is third party with respect to APL. This priority identification is preordained to 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;
- 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;

- acknowledges and accepts that any discounts 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 prevalence described in this paragraph 2, points a) and b) above, but without the right to cumulate the discounts provided for the different payment systems.

The Toll System accepts on-board devices complying with European EETS (European Electronic Toll Service) and IEM SN (Interoperable Electronic Toll Service for Heavy Goods Vehicles) standards.