

STRICTLY CONFIDENTIAL - LEGAL PRIVILEGE

Addendum (The EETS Provider's Obligations during the Accreditation Procedure)

Addendum to the EETS Provider Agreement concerning delivery of services under the Danish Kilometer Tolling Scheme

Between Sund & Bælt Holding A/S
CVR no. 15 69 46 88
Vester Søgade 10
DK-1601 Copenhagen V
Denmark
(the "**Toll Charger**")

and [insert name of the EETS Provider]
[insert company registration no. of the EETS Provider]
[insert address of the EETS Provider]
(the "**EETS Provider**")

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This addendum (the "**Addendum**") is entered into on the date of the last signature below between:

- (A) Sund & Bælt Holding A/S, a limited liability company incorporated under the laws of Denmark (registered under CVR no. 15 69 46 88 with the Danish Business Authority and with its registered address at Vester Søgade 10, 1601 Copenhagen V, Denmark (the "**Toll Charger**"); and
- (B) [insert name of the EETS Provider], a limited liability company incorporated under the laws of [insert country] (registered under registration no. [insert number] with [insert relevant companies house]) and with its registered address at [insert address] (the "**EETS Provider**")

The Toll Charger and the EETS Provider are hereinafter collectively referred to as the "**Parties**" and separately as a "**Party**".

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 BACKGROUND

- 1.1 The Parties have agreed to enter into an agreement for the delivery of Services under the Danish Kilometer Tolling Scheme (the "**KmToll Scheme**"). The delivery of Services is described in the EETS Provider Agreement signed by the Parties (the "**Agreement**");
- 1.2 In addition to the Agreement, the Parties have agreed to enter into this Addendum describing the requirements and obligations to be met by the EETS Provider (the "**Project Requirements**") during the first round of accreditation to the KmToll Scheme (the "**Accreditation Procedure**");
- 1.3 The EETS Provider must comply with the Project Requirements as defined in this Addendum before it may begin operation and delivery of Services under the Agreement.

2 DEFINITIONS

All definitions in the EETS Provider Agreement shall have the same meaning in this Addendum.

In addition to the definitions in the EETS Provider Agreement, the following definitions shall apply for this Addendum:

"Addendum" means this Addendum, including Appendices, describing the specific obligations applicable for the EETS Provider during the first round of accreditation to the Danish Kilometer Tolling Scheme.

"Accreditation Procedure" means all technical, procedural, and contractual steps which are defined and managed by the Toll Charger and which are to be followed by the EETS Provider in order to be authorised to provide its services in the respective Toll Domain. The Accreditation Procedure mentioned in this Addendum refers to the first round of accreditation to the KmToll Scheme which applies from the time of the Effective Date until the Operation Date.

"Appendix" means the appendix to this Addendum. Appendix can also be referred to in plural as Appendices.

"Change Request" shall have the meaning ascribed in Clause 10.2.

"Delivery Date" shall have the meaning ascribed in Clause 3.5.

"Deposit" shall have the meaning ascribed in Clause 4.1.

"Effective Date" shall have the meaning ascribed in Clause 3.4.

"Operation Date" shall have the meaning ascribed in Clause 3.4

"Phase" shall have the meaning ascribed in Clause 5.1.2.

"Project Requirements" refers to the requirements and obligations to be met by the EETS Provider during the Accreditation Procedure.

"Term" shall have the meaning ascribed in Clause 8.1.1.

"Time Schedule" shall have the meaning ascribed in Clause 5.1.2.

3 INTRODUCTION AND SCOPE OF THIS ADDENDUM

3.1 The purpose of this Addendum is to set out additional terms and conditions to the Agreement pertaining to the EETS Provider during the Accreditation Procedure to the KmToll Scheme.

3.2 During the Accreditation Procedure, the EETS Provider shall successfully complete the Project Requirements. The Project Requirements are described in Clause 5 of this Addendum and further detailed in the following Annexes under the EETS Domain Statement:

(i) requirements regarding the Accreditation Procedure and documentation to be provided by the EETS Provider as set out in Annex C (Accreditation Procedure);

(ii) requirements regarding testing as set out in Annex H (Testing);

3.3 The Project Requirements shall be completed by the EETS Provider in accordance with the Time Schedule set out in Clause 5.1.

3.4 The terms and conditions described in this Addendum are valid from the time when signature of the Addendum has been obtained by both Parties (the "**Effective Date**") and until the date when the Toll Charger has approved in writing that the EETS Provider has successfully completed the Project Requirements (the "**Operation Date**").

3.5 The provision of the Services by the EETS Provider shall commence on the Delivery Date according to the time schedule of the Accreditation Procedure described in Annex C (Accreditation Procedure).

This Addendum and the Agreement

3.6 The EETS Provider shall conclude both the Agreement and this Addendum at the same time in order to initiate the Accreditation Procedure. The Addendum regulates the EETS Provider's obligations during the Accreditation Procedure.

3.7 Between the provisions of the Agreement and this Addendum, it shall apply that the provisions of the Agreement shall remain in force and apply for this Addendum, and hence only be extended by the provisions in this Addendum. In the event of any discrepancy between the Agreement and the Addendum, the provisions of the Addendum shall take precedence in relation to the EETS Provider's obligations during the Accreditation Procedure and the Project Requirements covered by this Addendum.

3.8 At the time of the Operation Date the Addendum will expire, and the provisions in the Agreement will solely apply between the Parties.

The Addendum and the EETS Domain Statement

3.9 In the event of any inconsistency between the provisions of the Addendum and the EETS Domain Statement, the provisions of the Addendum shall prevail.

3.10 Due to the complexity of the technical systems and interfaces the first time the Accreditation Procedure is carried out, the Toll Charger will experience a necessity to make changes or modifications in the already described technical requirements and procedures in the EETS Domain Statement that will have an effect on the Addendum. The EETS Provider accepts that changes and/or modifications will be made to the EETS Domain Statement as a part of the Accreditation Procedure and shall loyally participate in the implementation of these changes and modifications.

3.11 The Toll Charger undertakes to inform the EETS Provider with sufficient notice of any changes and/or updates to the EETS Domain Statement and/or the Annexes under the EETS Domain Statement. In addition, the EETS Provider is obliged to keeping itself informed of any change and/or updates.

4 DEPOSIT

4.1 In addition to the participation fee, as described in the Agreement, the EETS Provider is required to issue a deposit of **DKK 1,000,000** excl. VAT to the Toll Charger as a security for the EETS Provider's responsibilities under this Addendum pertaining to the terms and conditions for deposit stated in Appendix 1 (Deposit to the Addendum) (the "**Deposit**"). The Deposit shall be issued to the Toll Charger no later than ten (10) Business Days after the Effective Date according to the Time Schedule in Annex C (Accreditation Procedure).

4.1.1 The EETS Provider's failure to issue a Deposit demanded by the Toll Charger under this Addendum within ten (10) Business Days is considered to be a material breach of the EETS Provider's obligations under the Addendum as further set out in Clause 8.3.

4.2 The amount of the Deposit will be released to the EETS Provider on the Operation Date, though, the amount of the Deposit may be partly or fully reduced in the circumstances described in Clause 7.

5 PROJECT REQUIREMENTS

5.1 Time Schedule

5.1.1 The EETS Provider shall deliver the necessary time and resources to fulfill and complete the Project Requirements.

5.1.2 The Project Requirements shall be completed in accordance with the accreditation and testing activities in the time schedule set out in Annex C (Accreditation Procedure) (the "**Time Schedule**"). The Time Schedule defines certain time frames within which specific Project Requirements must be met by the EETS Provider (the "**Phase**").

The following Phases apply for the first round of accreditation:

- (i) Phase 1: Application and evaluation
- (ii) Phase 2: Contract signature
- (iii) Phase 3: Preparation of test
- (iv) Phase 4: Suitability of use test
- (v) Phase 5: Pilot operation
- (vi) Phase 6: Service Trial

Timing and detailed Project Requirements for each Phase are further set out in Annex C (Accreditation Procedure) and Annex H (Testing).

5.1.3 If the EETS Provider is in delay according to the Time Schedule and/or is not able to successfully complete a Phase, the EETS Provider shall follow the procedure described in Clause 6. In this regard, the Toll Charger reserves the right to reduce the amount of the Deposit paid by the EETS Provider, cf. Clause 7, and/or terminate for cause, cf. Clause 8.3.

5.2 Project management and governance

5.2.1 The Toll Charger shall act as the project manager of the Time Schedule.

5.2.2 The requirements placed by the Toll Charger on the EETS Provider in relation to project management and governance structure between the Parties are set out in Annex C (Accreditation Procedure), and the Parties shall adhere to such requirements.

5.2.3 Both Parties are required to perform actions and take initiatives to ensure proper performance of this Addendum by both Parties, and ensure successful execution and completion of the Project Requirements and the Time Schedule. This includes, among others, ensuring a proper meeting structure, data collection, and that the EETS Provider notifies the Toll Charger of any potential impact on the delivery (time, scope, quality, resources, etc.).

5.3 Testing

5.3.1 The Toll Charger's requirements related to testing as well as requirements for test deliverables to be provided by the EETS Provider to the Toll Charger are set out in Annex H (Testing). The EETS Provider commits to taking initiative and being proactive in ensuring successful execution of testing activities and completion of these in accordance with the Time Schedule.

5.3.2 If personal data needs to be used in testing, the EETS Provider must ensure that the data is anonymised by using an acceptable method such as masking or scrambling.

5.3.3 If a test cannot be approved by the Toll Charger, the Toll Charger must notify the EETS Provider as soon as possible, and no later than five (5) Business Days after completion of the test, by giving the EETS Provider a written notice of the cause of the rejection.

5.3.4 The EETS Provider shall remedy any errors as soon as possible from the time that the errors are detected. Upon remediation of an error, the EETS Provider must provide the relevant documentation to the Toll Charger, demonstrating that corrective action has been taken.

5.3.5 If a test is not passed, the EETS Provider is entitled and obliged to repeat the test in accordance with Annex H (Testing). The Toll Charger's right to terminate the Addendum for cause in case of failed test(s) is set out in Clause 8.3. Unless the Addendum is terminated, the test must be repeated which is subject to no less than seven (7) Business Days' prior notice from the EETS Provider, or otherwise agreed between the Parties.

5.3.6 The EETS Provider may at any time during the procedure discontinue a test if the approval criteria for a test are not met so that all resources may be allocated to remedy the error(s). If a test has been discontinued, it will be deemed as not completed, and the Toll Charger is entitled to require the test to be repeated.

5.3.7 No review, comment, or approval on the Toll Charger's part of any test can be considered evidence of a change of the requirements under this Addendum or a waiver of any rights under this Addendum.

5.4 Requirements concerning quality, security, and policies

5.4.1 The EETS Provider and the EETS Provider's employees shall comply with the necessary quality, security, and policies requirements pursuant to Annex E (Technical Conditions).

5.4.2 The EETS Provider must at all times, upon request by the Toll Charger, be able to document its compliance with quality, security, and policies requirements stated in Annex E (Technical Conditions).

5.4.3 The Toll Charger is entitled to updating and/or amending its quality, security, and policies requirements at any time, and such amendments and/or updates shall be considered a necessary change to which EETS Provider cannot object. To the extent that changes in the Toll Charger's quality, security, and policies requirements impose new obligations on the part of the EETS Provider, entailing increased costs for the EETS Provider which cannot otherwise be mitigated or reduced, the EETS Provider shall bear such costs itself.

5.5 Completion of the Project Requirements

5.5.1 A Phase cannot be approved before the Project Requirements relating to previous Phases have been met.

5.5.2 A Phase is considered to be finalised once the relevant Project Requirements pertaining to such Phase have been successfully completed, and the Toll Charger has approved this in writing.

5.6 Right to postponement

5.6.1 Subject to written notice to the EETS Provider of at least five (5) Business Days, the Toll Charger may postpone deadlines or Phases of the Time Schedule, cf. Annex C (Accreditation Procedure).

5.6.2 In case the Toll Charger uses its right to postponement, other deadlines or Phases of the Time Schedule in Annex C (Accreditation Procedure) may be postponed accordingly. Notwithstanding the foregoing, the Toll Charger may request that the EETS Provider by means of a Change Request adds extra resources to minimise the effects of the postponement in accordance with the procedure, cf. Clause 10.

6 DELAYS

6.1.1 The EETS Provider shall be deemed to be in delay if the initiation of a Phase set out in Annex C (Accreditation Procedure), or a deadline otherwise set out in the Addendum or agreed between the Parties is not met without this being, (i) due to the Toll Charger's non-fulfilment of the Toll Charger's responsibilities, or (ii) a result of the Toll Charger's postponement of the Phase.

6.1.2 In case of delay, the EETS Provider must without undue delay allocate all necessary resources and perform the actions necessary to remedy the delay and to limit the consequences of the delay.

6.1.3 As soon as possible, and no later than two (2) Business Days after the first notification from the Toll Charger or the EETS Provider regarding the delay, the EETS Provider shall inform the Toll Charger in writing of, (i) the reason for the delay, (ii) the consequences of the delay, and (iii) if the EETS Provider deems the Toll Charger to be the reason of the delay.

6.1.4 As soon as possible, and no later than seven (7) Business Days after the first notification, the EETS Provider must have prepared a proposed remediation plan in which the EETS Provider identifies the issues and challenges caused by the delay, and the actions recommended to ensure compliance with a Phase or a deadline in accordance with this Addendum.

6.1.5 The Toll Charger shall evaluate the proposed remediation plan. The Toll Charger must inform the EETS Provider of whether the proposed remediation plan is approved no later than five (5) Business Days after receipt of the proposed remediation plan from the EETS Provider. The Toll Charger may not withhold, delay, or condition its approval without reasonable cause. If the Toll Charger cannot approve the proposed remediation plan, the Toll Charger must inform the EETS Provider of the reasons for this. The EETS Provider must take these considerations into account and prepare a new proposed remediation plan within three (3) Business Days of the Toll Charger's rejection of the first proposed remediation plan. Further remediation plans may be prepared by the EETS Provider if accepted by the Toll Charger.

6.1.6 When the proposed remediation plan has been approved in writing by the Toll Charger, the EETS Provider must adhere to the approved remediation plan. The approved remediation plan shall not be considered a change or otherwise limit the rights and remedies of the Toll Charger in respect of the delay.

6.1.7 If a delay is caused by the Toll Charger's non-fulfilment of the Toll Charger's responsibilities, the EETS Provider must cooperate with the Toll Charger on the work on a revised time schedule, which minimises the effects on the Toll Charger.

6.1.8 For the avoidance of doubt, nothing in this Clause 6 shall limit or restrict the Toll Charger in exercising any rights or remedies available under the general principles of Danish law in case of delays.

7 REDUCTION OF DEPOSIT

- 7.1 Reduction of the Deposit may be triggered in the following cases: if the EETS Provider, (i) delays the initiation of a Phase, (ii) withdraws from the Accreditation Procedure, (iii) does not complete the Project Requirements and/or is terminated by the Toll Charger for cause.
- 7.2 Any delays of initiation of a Phase, cf. Clause 5.1, are subject to the following reduction of Deposit:
- (i) Phase 1: Application and evaluation - No reduction of Deposit.
 - (ii) Phase 2: Contract signature - No reduction of Deposit.
 - (iii) Phase 3: Preparation of test - No reduction of Deposit.
 - (iv) Phase 4: Suitability of use test - DKK 200,000 reduction of Deposit.
 - (v) Phase 5: Pilot operation - DKK 500,000 reduction of Deposit.
 - (vi) Phase 6: Service Trial - DKK 1,000,000 reduction of Deposit or what is left of the Deposit amount. This means that the Deposit can be reduced by a maximum of 100 percent.
- 7.3 In case the EETS Provider chooses to withdraw from the Accreditation Procedure, the following will apply:
- (i) If the EETS Provider withdraws before initiation of Phase 4, cf. Clause 5.1, the Deposit amount reduced by DKK 200,000 will be released to the EETS Provider, cf. Clause 7; or
 - (ii) If the EETS Provider withdraws after initiation of Phase 4, cf. Clause 5.1, the Toll Charger will terminate the Addendum according to the terms described in Clause 8, and the Toll Charger reserves the right to keep the Deposit, thus, no amount will be released to the EETS Provider.
- 7.4 The Toll Charger reserves the right to keep the entire Deposit amount in case the EETS Provider does not complete the Project Requirements according to this Addendum and/or in case the Toll Charger has terminated this Addendum for cause, cf. Clause 8.3.

8 TERM AND TERMINATION

8.1 Term of the Addendum

- 8.1.1 This Addendum enters into force on the Effective Date and shall remain in force until the Operation Date, in other words, until the Project Requirements are completed and all obligations expired, or the Addendum is terminated in accordance with the provisions of this Addendum (the "**Term**").

8.2 Termination for convenience

- 8.2.1 The Toll Charger may without incurring liability terminate the Addendum wholly or in part for convenience from the Effective Date until the initiation of Phase 4 by a written notice of one (1) month.
- 8.2.2 The EETS Provider may terminate the Addendum wholly for convenience from the Effective Date until the initiation of Phase 4 by a written notice of one (1) month. In such case, the terms and conditions pursuant to the Deposit paid by the EETS Provider are described in Clause 7.3.
- 8.2.3 After initiation of Phase 4, there is no right of termination for convenience on either Party. The consequences of the EETS Provider's termination on the Deposit are described in Clause 7. If the EETS Provider withdraws from the Addendum or terminates for convenience, the actions of the EETS Provider will be subject to the terms and conditions as described in Clause 8.3.

8.3 Termination for cause

- 8.3.1 The Toll Charger may immediately terminate this Addendum, wholly or in part, if one or more of the following circumstances occur:

- (i) if the EETS Provider fails to issue the Deposit within ten (10) Business Days from the request of the Toll Charger;
- (ii) if the EETS Provider commits a material breach of this Addendum, and, provided the breach is capable of remedy, the EETS Provider has failed to remedy that breach within reasonable time and in any event no later than thirty (30) Business Days following receipt of a written notice from the Toll Charger to do so;
- (iii) If the EETS Provider commits a material breach of this Addendum, which is not capable of remedy;
- (iv) If a Phase set out in Clause 5.1 is
 - (i) delayed by more than forty (40) Business Days; or
 - (ii) expected to be delayed in respect of meeting the Phase by more than forty (40) Business Days without this being demonstrated as caused by, (i) the Toll Charger's failure to satisfy the Toll Charger's responsibilities, and/or (ii) the EETS Provider not being able to deliver a remediation plan which provides reasonable evidence that the EETS Provider will be capable of mitigating the delay to a period shorter than forty (40) Business Days, by means of adding more resources or by any other means;
- (v) If the EETS Provider is subject to bankruptcy or other insolvency proceedings, unless the estate without undue delay declares that it will enter into this Addendum.

8.3.2 Pursuant to a termination mentioned in Clause 8.3.1, the Toll Charger may also choose to terminate the EETS Provider Agreement with the EETS Provider for cause on the terms and conditions set out in this Addendum as a consequence of termination for cause of this Addendum (cross default).

8.3.3 In case of the Toll Charger's termination for cause, the issued Deposit by the EETS Provider will be reduced as described in Clause 7.

9 USE OF SUBCONTRACTORS

9.1 The Parties are entitled to use subcontractors without the prior written approval of the other Party. The Parties are obliged to enter into data processing agreements with the subcontractor, when necessary. At all times and under all circumstances, the Party using a subcontractor shall be fully responsible for any and all acts and omissions of such subcontractor.

10 CHANGES

10.1 Changes by the Toll Charger

10.1.1 The Toll Charger may at any time make changes to the Addendum and the Project Requirements and/or the Time Schedule. The Toll Charger shall in writing inform the EETS Provider of such changes with a reasonable notice, and shall keep a change log of these changes. The EETS Provider shall accept and implement such changes within the described notice period. The handling of changes to the EETS Provider Agreement, the EETS Domain Statement and Annexes are described in the EETS Provider Agreement.

10.2 Change requests from the EETS Provider

10.2.1 The EETS Provider may propose changes to the Project Requirements, always provided that the Toll Charger shall not be obliged to approve such changes. In case the EETS Provider proposes changes, this must be done by forwarding a request in writing to the Toll Charger (the "**Change Request**").

10.2.2 The EETS Provider shall always prepare and provide the Toll Charger with a Change Request describing, as a minimum, the nature of the proposed changes, the reason for proposing the changes, and the impact of the changes on the Project Requirements and/or Time Schedule. The EETS Provider shall not implement changes until the Change Request have been agreed by both Parties.

10.2.3 The EETS Provider shall keep a change log that is shared with the Toll Charger, and which contains all relevant documentation concerning Change Requests, including dates and suggested solutions.

11 COSTS AND EXPENSES

11.1 Unless otherwise stated in this Addendum, each Party bears its own costs and expenses in relation to the preparation, execution, and carrying into effect of this Addendum, including but not limited to, fees to legal, financial, and other advisors and representatives.

12 SIGNATURES

12.1 This Addendum may be executed in any number of counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same Addendum. Furthermore, this Addendum may be executed electronically.

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Copenhagen, _____ 2023 [insert place], _____ 2023

For and on behalf of
the **Toll Charger**:

For and on behalf of
the **EETS Provider**:

Name Ole Lykke Christensen
Title Managing Director Tolling

Name [insert representative of the EETS Provider]
Title [insert title]