



Ministry of Infrastructure
and Water Management

EETS Domain Statement

Blankenburgverbinding

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Colophon

Ministry of Infrastructure and Water Management
Directorate General for Mobility
Programme Directorate for Heavy goods vehicles charging
and Temporary Tolling
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This EETS Domain Statement Blankenburgverbinding concerns an English translation of the EETS-gebiedsverklaring Blankenburgverbinding, version 1.0 dated 10 October 2023 (as published in the Dutch State gazette, *Staatscourant* 2023, 27960) and is for reference purposes only. This English translation is not legally binding and no rights can be derived from it. In case of any inconsistency between the formal Dutch EETS-gebiedsverklaring Blankenburgverbinding on the one hand and this indicative translation on the other hand, the formal Dutch version of the EETS Domain Statement shall prevail.

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Explanatory statement

Introduction

This document sets out the EETS¹ Domain Statement Blankenburgverbinding.² This EETS Domain Statement, as referred to in Article 10 of the EETS Directive Implementation Act, has been drawn up by the Toll charger³ for the Blankenburgverbinding toll domain, which is also the EETS domain. In accordance with Article 2 and Article 3 of the Blankenburgverbinding and ViA15 Temporary Toll Collection Act (Wet tijdelijke tolheffing Blankenburgverbinding en ViA15 (Wet TTH)), the Blankenburgverbinding is designated as a toll domain in the toll decision as included in Article 15 of the Route Decree Blankenburgverbinding (Dutch: *Tracébesluit*). Within the EETS domain Blankenburgverbinding, the collection of toll referred to in Article 2, Article 5 and Section 2.2 of the Wet TTH will be implemented. For Temporary Toll in the toll domain and EETS domain Blankenburgverbinding, the Toll charger uses the toll branding e-TOL.

This explanatory statement is an informative part of this EETS Domain Statement. No rights can be derived from it.

The structure of the explanatory statement is as follows. Chapter one sets out the purpose, status and structure of this EETS Domain Statement. Chapter two has a brief description of the Toll System for the Blankenburgverbinding. More information on this can also be found in the Wet TTH, the EETS Directive Implementation Act, underlying laws and regulations, their explanatory statements and on the website of the Toll charger (www.e-tol.nl). Chapter three discusses the role of the (E)ETS providers⁴ and main service provider and the way in which (E)ETS providers can be granted access to the EETS domain Blankenburgverbinding. Some specific elements of this EETS Domain Statement are highlighted in chapter four. Finally, chapter five explains the requirements for contract management and contract conformity.

¹ EETS: European Electronic Toll Service.

² The Blankenburgverbinding is a connection between the A15 near Rozenburg and the A20 between Maassluis and Vlaardingen (Article 1 Wet TTH).

³ Article 1 of the EETS Directive Implementation Act defines the Toll charger as a public or private law entity. In the case of the Blankenburgverbinding toll system, the toll collector is the Minister of Infrastructure and Water Management who, as an administrative body, collects the toll (Article 5a, first paragraph of the Wet TTH) and who, on behalf of the State of the Netherlands, draws up the EETS domain statement and concludes the (E)ETS agreement with the (E)ETS providers (Article 5a, second paragraph of the Wet TTH).

⁴ This refers to an EETS Provider and an ETS (Electronic Toll Service) Provider. An EETS Provider is, pursuant to Article 1 of the EETS Directive Implementation Act, "an entity which, under a separate agreement, provides an EETS User with access to EETS, transfers tolls to the toll charger, and which is registered in its Member State of establishment." An ETS provider is, pursuant to Article 1 of the Wet TTH, "a toll service provider as referred to in Article 1 of the EETS Directive Implementation Act that limits its services to the Blankenburgverbinding and ViA15 toll domains". A toll service provider, pursuant to Article 1 of the EETS Directive Implementation Act, is a "legal entity that provides toll services to customers in one or more EETS domains for one or more vehicle categories".

1. EETS Domain Statement Blankenburgverbinding

Purpose

The Wet TTH contains the option for the Toll charger to use the services of EETS providers, ETS providers and a main service provider when collecting tolls. For the purposes of the Blankenburgverbinding, these services relate to the collection of tolls and their remittance to the Toll charger, as well as directly related services. Toll services are services enabling the user to use a motor vehicle in one or more toll domains under one agreement. This includes the collection of tolls and their remittance to the Toll charger.

To be granted access to the EETS domain Blankenburgverbinding (see Article 4 of this EETS Domain Statement), an (E)ETS provider must enter into an (E)ETS agreement with the Toll charger, be accredited and comply with this EETS Domain Statement. The main service provider is contracted by the Toll charger on the basis of a tender (see in section 3.1 of this explanatory statement). The EETS Domain Statement does not apply to the service provided by the main service provider. The main service provider has no role in the contractual relationship between the (E)ETS providers and the Toll charger.

This EETS Domain Statement provides the framework within which (E)ETS providers:

- (i) can enter into an (E)ETS agreement with the Toll charger prior to accreditation and for the provision of their toll services in the EETS domain Blankenburgverbinding (Article 4 and Annex I of this EETS Domain Statement);
- (ii) can be accredited (Part 3 of this EETS Domain Statement);
- (iii) may enter into service agreements with motor vehicle licence plate holders (holders), subject to section 8b of the Wet TTH (Article 26 of this EETS Domain Statement); and
- (iv) can or must make any changes to their systems for the purpose of providing toll services in the EETS domain Blankenburgverbinding.

Status

This EETS Domain Statement is governed by Dutch civil law, and forms part of the (E)ETS Agreement concluded between the Toll charger and an (E)ETS provider. The template for the (E)ETS Agreement is set out as an annex to this EETS Domain Statement (Annex I).

Construction

This EETS Domain Statement consists of the following sections:

- **Part 1 General terms and conditions**
Provisions on, amongst other things, communication between the Toll charger and the (E)ETS provider, data protection, confidentiality, liability, indemnification and termination of the (E)ETS agreement.
- **Part 2 Procedural conditions**
The prescribed service levels of the (E)ETS provider and the commercial conditions, e.g. on fees paid to the (E)ETS provider by the Toll charger.
- **Part 3 Accreditation**
To be granted access to the EETS domain Blankenburgverbinding, an (E)ETS provider must be accredited. This section sets out the requirements for accreditation.
- **Part 4 Toll context data**

The information and conditions set by the Toll charger to be observed to determine the amount of the toll charge and to complete the toll transaction.

- **Annexes I to VII**

The annexes are part of the EETS Domain Statement and include the model (E)ETS agreement, the model bank guarantee, description of the accreditation process, data protection requirements, intellectual property requirements, risk management requirements, data management, information security and assurance declaration and description of key performance indicators.

Consultation

During the preparation of this EETS Domain Statement, experts with knowledge of the EETS and ETS market and EETS Domain Statements in Belgium, Germany and other toll domains were consulted. The aim was to align this EETS Domain Statement with the EETS Domain Statements for other EETS domains. Input from (E)ETS providers and business partners was also used in the development of this EETS Domain Statement.

Setup and announcement

This EETS Domain Statement is prepared by the Toll charger designated pursuant to Article 5a, second paragraph, of the Wet TTH, being the Minister of Infrastructure and Water Management on behalf of the State of the Netherlands. This EETS Domain Statement was published pursuant to Article 11, first paragraph, of the EETS Directive Implementation Act on October 10, 2023 (*Government Gazette* 2023, 27960). This EETS Domain Statement can be viewed at www.e-tol.nl.

Relevant laws and regulations

The interpretation and application of this EETS Domain Statement cannot be separated from the specific laws and regulations applicable to toll collection at the Blankenburgverbinding and the general legal frameworks for toll collection. This concerns at least the following laws and regulations:

- [Directive \(EU\) 2019/520 of the European Parliament and of the Council of 19 March 2019 \(EETS Directive\);](#)
- [Commission Delegated Regulation \(EU\) 2020/203 of 28 November 2019;](#)
- [Commission Implementing Regulation \(EU\) 2020/204 of 28 November 2019;](#)
- [EETS Directive Implementation Act \(Dutch: *Wet implementatie EETS-richtlijn*\);](#)
- [Blankenburgverbinding en ViA15 Temporary Toll Collection Act \(Dutch: *Wet tijdelijke tolheffing Blankenburgverbinding en ViA15, Wet TTH*\);](#)
- [Blankenburgverbinding en ViA15 Temporary Toll Collection Decision: \(Dutch: *Besluit tijdelijke tolheffing Blankenburgverbinding en ViA15 Besluit TTH*\);](#)
- [Blankenburgverbinding en ViA15 Temporary Toll Collection Decree \(Dutch: *Regeling tijdelijke tolheffing Blankenburgverbinding en ViA15, Regeling TTH*\);](#)
- [RDW Temporary Toll Collection Mandate Decision \(Dutch: *Besluit mandaat, volmacht en machtiging tijdelijke tolheffing RDW*\).](#)

Section 4.1 below substantiates the relationship between the relevant laws and regulations and this EETS Domain Statement.

It should be noted that the above overview of relevant laws and regulations does not include [Directive \(EU\) 2022/362 amending Directives 1999/62/EC, 1999/37/EC](#)

[and \(EU\) 2019/520 on the charging of vehicles for the use of certain infrastructures](#) (the revised Eurovignette Directive). The reason is that the revised Eurovignette Directive has not yet been implemented in Dutch law. The bill implementing the revised Eurovignette Directive in the Wet TTH was sent to the Second Chamber of the Dutch Parliament on 26 June 2023.⁵ Completion of the legislative process is foreseen in 2024. The revised Eurovignette Directive has limited impact on the TTH system. Where applicable, this EETS Domain Statement will be amended as a result of the implementation of the revised Eurovignette Directive in the Wet TTH.

2. Outline of the Toll System

The Wet TTH allows temporary toll for the Blankenburgverbinding. This can be used to pay for the infrastructure project to construct the Blankenburgverbinding.

Toll domain and EETS domain

A toll decision has been taken by the Minister of Infrastructure and Water Management for the establishment of toll for the Blankenburgverbinding project. The Route Decree⁶ adopted for the Blankenburgverbinding pursuant to the Tracéwet includes the toll decision. The part of the Route Decree that applies as a toll decision is explicitly designated as such in the Route Decree. The relevant toll decision contains a description of the road sections where toll is charged on the Blankenburgverbinding. The Blankenburgverbinding is thus designated as a toll domain pursuant to Articles 2 and 3 of the Wet TTH and the Route Decree. Through this EETS Domain Statement, the toll domain is also established as an EETS domain as referred to in Article 1 of the EETS Directive Implementation Act.

Applied technology

For each passage on a road section where a toll is charged for the Blankenburgverbinding, the statutory toll rate is due. Passing motor vehicles are registered on the basis of *automatic number-plate recognition* (ANPR) technology. This does not require the motor vehicle to stop or reduce speed (free flow technique). Passing motor vehicles are photographed. The photo recordings, number plates, location and time of the passage are then stored in a database. The Toll charger is responsible for recording the passages.

Payment of tolls

The Wet TTH contains two options for paying the toll: (i) the toll can be paid directly to the Toll charger, without using a service agreement (section 2.2.1 of the Wet TTH); or (ii) the toll can be paid to a service provider under a service agreement between a holder and a service provider (section 2.2.2 of the Wet TTH). A service provider may be an EETS provider, an ETS provider or the main service provider.⁷

This EETS Domain Statement covers the situation mentioned in (ii) above as far as payment of toll to an (E)ETS provider is concerned. The toll process in this case is as follows. The Toll charger registers motor vehicle passages on the road sections designated in the toll decision and then calculates the amount of toll due by the motor vehicle holder. The Toll charger sends daily passage records and a payment request to the service provider, on the basis of which the service provider remits the toll to

⁵ See *Parliamentary Papers II* 36384.

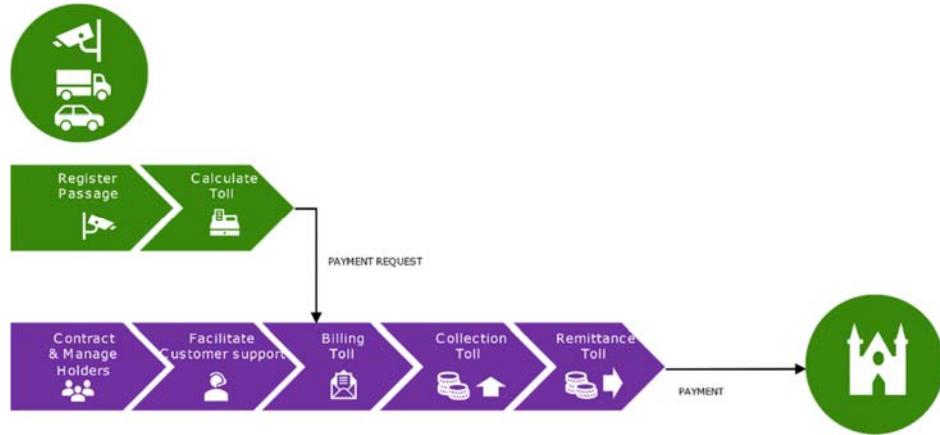
⁶ See Route Decree Blankenburgverbinding, *Government Gazette*, 2016, 17075.

⁷ Section 3.1 of this EETS Domain Statement details the distinctions between the various service providers.

the Toll charger. The holder receives an invoice from the service provider for the amount they have to pay. The service providers are thus responsible for collecting the toll from the holders who have entered into a service agreement with them and remitting the toll to the Toll charger, even where the service provider has not yet received the toll from the respective holder.

Schematically, the Toll System looks as follows, with the green stream referring to the Toll charger and the purple stream to the (E)ETS providers and main service provider.

Figure 1. Toll System



3. Access (E)ETS provider to the EETS domain Blankenburgverbinding

3.1 (E)ETS providers, main service provider and direct payment

The service providers that can be deployed within the EETS domain Blankenburgverbinding, to collect the toll are divided into EETS providers, ETS providers and one main service provider. The main service provider has been appointed for both the EETS domain Blankenburgverbinding and the planned ViA15 EETS domain. The roles of the different service providers are explained in more detail below.

(E)ETS providers

The Dutch government aims to make toll payment as user-friendly, simple and cost-efficient as possible. This aim is motivated, inter alia, by the perspective of interoperability so that (i) the toll obligation can be met via the same service provider in multiple Member States and multiple EETS domains; or (ii) the toll obligation can be met via the same service provider as, for example, parking or fuel costs, thereby increasing ease of use. Collecting tolls through a service agreement with a service provider reduces the likelihood of fines for holders, further contributing to ease of use. Therefore, commitment to payment of tolls through service agreements is important to the government. This is achieved in part by minimising the barriers for the entrance of EETS or ETS providers into the EETS domain Blankenburgverbinding and by contracting a main service provider. EETS providers can provide their services within different EETS domains to which they have been granted access as an EETS provider. ETS providers are private entities that can offer toll services to their clients at national level. This could include already existing service providers in the mobility sector providing services for their customers around the payment for fuel, tolls or parking fees. This possibility could be attractive for users who already have an agreement

with such a service provider. Such service providers can operate as ETS providers for paying tolls to the Toll charger on behalf of their customers if - like EETS providers - they meet the requirements set out by the Toll charger in this EETS Domain Statement to be granted access to the EETS Domain Blankenburgverbinding. One difference with EETS providers is that ETS providers do not have to meet the interoperability requirements of the EETS Directive Implementation Act because they limit their toll services to the Blankenburgverbinding and ViA15 toll domains.

Main service provider

There are various conceivable situations in which holders cannot or do not want to turn to an (E)ETS provider. In order to still allow all holders to fulfil the payment obligation via a service agreement, a main service provider also operates within the EETS domain Blankenburgverbinding. The main service provider has an important role in the system for the Blankenburgverbinding toll collection as its aim is to ensure that everyone who requests to do so can fulfil their payment obligation at all times through a service agreement. The tasks of the main service provider correspond in principle to those of the (E)ETS provider: collecting the toll from the holders and remitting it to the Toll charger. In addition to the duties and obligations of (E)ETS providers, the main service provider is obliged to serve all holders who so request⁸. In doing so, the main service provider shall offer its services to holders free of charge and the Toll charger shall impose specific requirements and obligations on the main service provider, in order to minimise competition between the main service provider and the (E)ETS providers. The main service provider may only offer its services in the Netherlands. The selection of the main service provider took place by means of a market tender. Section 4.4 of this EETS Domain Statement contains a description of the specific requirements and obligations of the main service provider, which differ from those of the (E)ETS providers and justify differences in the remuneration of the main service provider compared to the (E)ETS providers.

Direct payment to the Toll charger

A holder may choose, as mentioned above, to pay tolls through a service provider ((E)ETS provider or main service provider) or to pay tolls directly to the Toll charger. In case of direct payment, before or after passing through a road section where toll is charged in the EETS domain Blankenburgverbinding, the holder must make a direct payment to the Toll charger. The option of direct payment is not regulated by this EETS Domain Statement but by Section 2.2.1 of the Wet TTH and is therefore not considered further here.

3.2 Access to the EETS domain Blankenburgverbinding

A candidate (E)ETS provider who wishes to be granted access to the EETS domain Blankenburgverbinding must complete 8 steps, as shown schematically below, with an explanation for each step.

Table 1: Admission process for candidate (E)ETS provider EETS domain Blankenburgverbinding.

Step	What	Who
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⁸ Section 8d, paragraph 1 of the Wet TTH requires the main service provider to enter into a service agreement with any holder who requests it. Section 8d(1) of the Wet TTH will enter into force at a later date. In this regard, see *Stb.* 2023, 163.

1. <u>Express interest</u>	<ul style="list-style-type: none"> a. candidate (E)ETS provider expresses interest via website Toll charger (www.e-tol.nl); b. interest meeting between interested candidate (E)ETS provider and Toll charger; c. candidate (E)ETS provider submits signed confidentiality statement to Toll charger for receipt of Practical Information on Accreditation and Toll Services (PIAT); d. Toll charger sends candidate (E)ETS provider the PIAT via secure environment; 	Candidate (E)ETS provider and Toll charger
2. <u>Application for accreditation</u>	<p>Apply for accreditation via the Toll charger's website (www.e-tol.nl), with submission of:</p> <ul style="list-style-type: none"> a. EETS provider: proof of EETS registration; b. draft service plan; c. a conformation of consent with article 40 of this EETS Domain Statement; d. contact information. 	Candidate (E)ETS provider
3. <u>Assessment of application for accreditation</u>	<ul style="list-style-type: none"> a. assessment of completeness notification; b. confirmation of receipt of complete application or request for supplemental information c. sending invitation to an interview on the (E)ETS agreement. 	Toll charger
4. <u>Start accreditation</u>	<ul style="list-style-type: none"> a. Toll charger reviews draft service plan (including test planning), evidence of EETS registration (if applicable) and any previous technical testing; b. Toll charger sends personalised draft (E)ETS agreement to candidate (E)ETS provider c. conversation to discuss (E)ETS agreement; d. candidate (E)ETS provider submits final service plan; e. Toll charger takes note of final service plan and reviews for completeness. 	Candidate (E)ETS provider and Toll charger

5. <u>Signing of (E)ETS agreement</u>	Signing and entry into force (E)ETS agreement except the provisions about service.	Candidate (E)ETS provider and Toll charger
6. <u>Passing tests</u>	The candidate (E)ETS provider shall submit a test plan and pass the required conformity and compatibility tests.	Candidate (E)ETS provider and Toll charger
7. <u>Completion of accreditation</u>	a. receipt of certificate of accreditation; b. provision of the toll revenue bank guarantee.	Candidate (E)ETS provider
8. <u>Access to EETS domain Blankenburgverbinding</u>	a. entry into force of provisions of the (E)ETS agreement and EETS Domain Statement about service; b. Access to EETS domain Blankenburgverbinding.	(E)ETS provider

Step 1: Expressing interest

A candidate (E)ETS provider can express its interest via an interest form on the Toll charger's website (www.e-tol.nl). Following this, the Toll charger shall invite the candidate (E)ETS provider for an initial interview. During this meeting, the candidate (E)ETS provider and the Toll charger can get acquainted and discuss a possible application for accreditation, so that the candidate (E)ETS provider knows what is expected of him. If the candidate (E)ETS provider does indeed wish to apply for accreditation, it must sign a non-disclosure agreement (NDA) after the initial meeting. This can be done on the spot or the candidate (E)ETS provider can send it on to the Toll charger afterwards. After signing the NDA, the Toll charger shall grant the candidate (E)ETS provider access to a secure file-sharing environment. Through this environment, the candidate (E)ETS provider can access the Practical Information on Accreditation and Toll services (PIAT) from the Toll charger. The PIAT contains:

- a. The Toll interface specifications document including the URLs for accessing the test and production environments;⁹
- b. the XSD document;
- c. contact details of one or more representatives of the Toll charger for accreditation purposes;
- d. payment information for the purpose of paying the costs for accreditation referred to in Article 42 of this EETS Domain Statement and payment information for the purpose of remitting tolls by the (E)ETS provider to the Toll charger referred to in Article 33 of this EETS Domain Statement.

Step 2: Application for accreditation

⁹ The test and production environments refer to the IT environments in which the new and developed software products for the purpose of message exchange between the service provider's back office and the toll collector's back office are tested (test environment) or must be functional and active (production environment), respectively.

A candidate (E)ETS provider shall apply to the Toll charger via the Toll charger's website (www.e-tol.nl) for accreditation to enable them to be granted access to the EETS domain Blankenburgverbinding and be allowed to provide services in the EETS Blankenburgverbinding domain. Applying for accreditation is not an option. Accreditation starts with entering into the (E)ETS agreement. When the candidate (E)ETS provider enters into an (E)ETS agreement with the Toll charger, it commits to actually provide its services in the EETS Blankenburgverbinding domain in case of successful accreditation. This is explained in more detail in section 4 of this EETS Domain Statement.

When applying for accreditation, the candidate (E)ETS provider shall submit the following information:

- a. For an EETS provider: a valid certificate of registration as referred to in Article 4 of the EETS Directive;
- b. A draft service plan for the provision of toll services in the EETS domain Blankenburgverbinding subject to Article 43 of this EETS Domain Statement;
- c. An agreement with Article 40 of this EETS Domain Statement;
- d. contact details of a representative of the candidate (E)ETS provider for the purpose of communicating about the accreditation.

For the purpose of preparing a draft service plan, the following documents are publicly available via the Toll charger's website (www.e-tol.nl):

- this EETS Domain Statement Blankenburgverbinding;
- A format for the service plan, referred to in Article 43 of this EETS Domain Statement;
- A format for the test plan, referred to in Article 44.1 , part (i) of this EETS Domain Statement;
- A format for a test report, for the purpose of testing referred to in Article 44 of this EETS Domain Statement;
- A format for the quarterly report referred to in Article of 19.2 of this EETS Domain Statement;
- the message specification document, referred to in Article 31.5 , section (ii) of this EETS Domain Statement;
- information regarding applying for a CS1 number for candidate ETS providers.

Step 3: Assessment of accreditation application

The Toll charger shall assess the completeness of the application for accreditation and, where applicable, verify the validity of the EETS registration certificate. Within 14 days of receiving the complete application for accreditation from the candidate (E)ETS provider, the Toll charger shall acknowledge receipt of the application and invite the candidate (E)ETS provider for an interview on the (E)ETS Agreement. In case the application is not complete, the Toll charger shall give the candidate (E)ETS provider a period of 14 days to complete. If the notification is not completed within that period, the Toll charger shall disregard the notification.

Step 4: Start accreditation

The requirements for accreditation are set out in article 38 of this EETS Domain Statement. In order to provide services in an EETS domain, an EETS provider must be registered as an EETS provider as referred to in Article 4 of the EETS Directive. This registration procedure is not part of this EETS domain statement. However, at Step 3, as described above, the Toll charger shall verify, based on the proof of

registration, whether the candidate EETS provider is registered as an EETS provider. For an ETS provider, the requirement of EETS registration does not apply, a number of additional components are instead provided for in the service plan order to give the Toll charger insight into the experience, solidity and solvency of the candidate ETS providers. Furthermore, the Toll charger shall assess the candidate (E)ETS providers on the necessity to perform certain technical tests, referred to in article 44 EETS Domain Statement and whether the draft service provision plan complies with the related requirements in Article 43 EETS Domain Statement.

A meeting shall then take place between the candidate (E)ETS provider and the Toll charger to arrive at entering into the (E)ETS Agreement. A template of the (E)ETS Agreement is included as an annex to this EETS Domain Statement (Annex I). The Toll charger shall send a draft (E)ETS agreement completed for the benefit of the candidate (E)ETS provider concerned, to the candidate (E)ETS provider, prior to the (E)ETS Agreement discussion. The discussion shall focus on:

- (i) discussing the review of the draft service plan for conversion into a final service plan, including determining when the service plan should be updated;
- (ii) establishing the schedule and indicative duration of the accreditation process, according to the tests to be completed, and based on the draft service plan and test schedule included therein;¹⁰
- (iii) discussing and determining the amount of the bank guarantee to be provided by the (E)ETS provider to the Toll charger as a guarantee for payment of tolls;
- (iv) fixing the frequency of bilateral and multilateral contract consultations, as envisaged by the Toll charger at the time of the meeting.

Following the discussion on the (E)ETS agreement, the candidate (E)ETS provider shall submit a final service plan to the Toll charger no later than 14 days before entering into the (E)ETS agreement.

After assessing the completeness of the final service plan, the Toll charger shall send the final (E)ETS agreement to the candidate (E)ETS provider for signature.

Step 5: Signing of (E)ETS agreement

The (E)ETS Agreement shall then be signed by the Toll charger and the candidate (E)ETS provider. The (E)ETS Agreement shall enter into force gradually after signing. The general provisions and the provisions of this EETS Domain Statement that relate to accreditation come into effect immediately (Part 1 General Conditions, with the exception of Article 4.1 on access to the EETS domain Blankenburgverbinding, Part 3 Accreditation and Part 4 Toll Context Data). This concerns the accreditation phase. The provisions of the (E)ETS Agreement and this EETS Domain Statement that relate to the provision of services by the (E)ETS provider (Article 4.1 and Part 2 Procedural Conditions) only enter into force after the preceding conditions have been met (service provision phase). A brief explanation of the drafting process of the (E)ETS Agreement and the gradual entry into force is provided in Section 4.3 of this Explanatory statement.

¹⁰ The test planning in the service provision plan forms the basis for the elaboration in further details in the test plan the (E)ETS Provider pursuant to clause 44.1 section (i), of the EETS Domain Statement to be submitted to the Toll Charger as the first step of accreditation.

Step 6: Running through tests

The candidate (E)ETS provider must, for the purpose of accreditation, successfully complete the conformity and compatibility tests listed in Article 44 of this EETS Domain Statement. The testing process is further explained in Section 4.2 of this explanatory statement and a description of the different phases of testing is contained in Annex III of this EETS Domain Statement.

Step 7: Completion of accreditation

After the Toll charger concludes that the candidate (E)ETS provider has met the requirements for accreditation from this EETS Domain Statement, it will be accredited as an (E)ETS provider within 14 days. For confirmation of this, the (E)ETS provider shall receive a written certificate of accreditation from the Toll charger. After receiving the certificate of accreditation, the (E)ETS provider is obliged to provide services in the EETS domain Blankenburgverbinding and to provide a bank guarantee as security for its payment obligations towards the Toll charger. If these conditions are met, the (E)ETS provider will be granted access to the EETS domain Blankenburgverbinding.

Step 8: Access to the EETS domain Blankenburgverbinding

The (E)ETS provider shall be granted access to the EETS domain Blankenburgverbinding and thereby obtains the right to provide toll services or EETS Services in the toll domain and EETS domain Blankenburgverbinding, when:

- the obligations and conditions contained in this EETS Domain Statement and the (E)ETS Agreement have been complied with;
- an (E)ETS agreement in accordance with the model in Annex I of this EETS Domain Statement has been concluded with the Toll charger;
- a certificate of accreditation has been received from the Toll charger; and
- a bank guarantee has been provided for the toll revenues.

Part 2 Procedural Conditions of this EETS Domain Statement sets out the conditions to be met by the provision of services.

4. Explanation of some parts of this EETS Domain Statement

4.1 Relationship of EETS Domain Statement with laws and regulations

An (E)ETS provider is granted access to the EETS domain Blankenburgverbinding if it meets the obligations and general conditions set out in this EETS Domain Statement.

The content requirements for an EETS Domain Statement required by Article 10 of the EETS Directive Implementation Act implementing Article 6(9) of the EETS Directive have been further specified in implementing acts. To this end, on 28 November 2019, the Commission adopted Commission Implementing Regulation (EU) 2020/204 on detailed obligations of providers of the European Electronic Toll Service, the minimum content of the domain statement of the European Electronic Toll Service, electronic interfaces and requirements for interoperability constituents, and repealing Decision 2009/750/EC (Implementing Regulation EU 2020/204). Article 3 and Annex II of this Implementing Regulation prescribe the minimum elements that an EETS Domain Statement shall contain and the requirements that an EETS Domain Statement shall meet. This EETS Domain Statement for the EETS domain

Blankenburgverbinding is further aligned with the principles specifically applicable to the EETS domain Blankenburgverbinding under the Wet TTH.

Pursuant to Section 10(2) of the EETS Directive Implementation Act, the content of this EETS Domain Statement shall include at least:

- a. the General Conditions for (E)ETS provider to be granted Access to the EETS domain Blankenburgverbinding, which have been adopted in accordance with Implementing Regulation EU 2020/204 (Part 1 of this EETS Domain Statement);
- b. the procedural conditions, including commercial conditions, and including the method for determining the fee, which will be determined in accordance with Implementing Regulation EU 2020/204 (Part 2 of this EETS Domain Statement);
- c. the detailed planning of the procedure for assessment or reassessment of conformity to specifications and suitability for use of the interoperability constituents established in accordance with Implementing Regulation EU 2020/204 (Article 43.1, Section (iv), Article 44.1, part (i) and Annex III of this EETS Domain Statement); and
- d. the toll context data (Part 4 of this EETS Domain Statement).

4.2 Accreditation

To be granted access to the EETS domain Blankenburgverbinding, the candidate (E)ETS provider must be accredited. The requirements and procedure for accreditation are set out in Part 3 Accreditation of this EETS Domain Statement. The accreditation procedure is the set of actions that verify that a candidate (E)ETS provider complies with all the applicable obligations and general conditions set out in this EETS Domain Statement. That accreditation process is governed by the (E)ETS Agreement and this EETS Domain Statement and thus by Dutch civil law. The certificate of accreditation is therefore not an administrative law decision and it is not possible to engage in administrative legal proceedings against it.

The accreditation procedure is designed to allow (as far as reasonably possible for the Toll charger) several candidate (E)ETS providers to go through the accreditation procedure at the same time. This means that the accreditation procedure is designed in such a way that it is avoided, as far as possible, that a candidate (E)ETS provider applying for accreditation, has to wait for the completion of tests by another candidate (E)ETS provider, should this provider apply later than other candidate (E)ETS providers. The aim of this is to make it attractive for candidate (E)ETS providers and increase the likelihood that (E)ETS providers will apply for accreditation early (preferably before the operational start of the Blankenburgverbinding toll collection) so that they can be granted access to the EETS domain Blankenburgverbinding and start their services as soon as possible. This will maximise the time that can be used to attract customers prior to the operational start.

The conformity and compatibility tests that need to be successfully completed as part of accreditation procedure, shall be carried out in accordance with the EETS Directive and Implementing Regulation EU 2020/204. The tests are divided into different stages of testing as described in Article 44 and Annex III of this EETS Domain Statement. The candidate (E)ETS provider is required to pay a fee to the Toll charger for going through the accreditation process. The fee must be paid to the Toll charger before the start of a test phase. If, in the opinion of the Toll charger, a particular test phase has not been successfully completed within the time stipulated for it in the test timetable and the test plan, the candidate (E)ETS provider must carry out the relevant phase

again and the Toll charger may adjust the test planning. The Toll charger shall consult with the candidate (E)ETS provider on the reasons for the failure of the previous test planning and on how a test phase can be successfully completed within a new test planning. For a test phase to be completed again, the accreditation fee must again be paid to the Toll charger prior to the start of the relevant test phase. The accreditation fees to be paid by the candidate (E)ETS provider to the Toll charger for each test phase are prescribed in Article 42 of this EETS Domain Statement.

4.3 Contracting (E)ETS provider by Toll charger

The commitment of the (E)ETS provider to this EETS Domain Statement is effected by the agreement between the Toll charger and the (E)ETS provider (on the basis of offer and acceptance (Dutch: "aanbod en aanvaarding"), as referred to in Article 217 of Book 6 of the Dutch Civil Code "BW"). This is the (E)ETS Agreement in accordance with the model in Appendix I of this EETS Domain Statement. The process towards the (E)ETS agreement is part of the step 4 'Start accreditation' and step 5 Signing of (E)ETS agreement' described in paragraph 3.2 of this Explanatory statement.

A candidate (E)ETS provider will enter into an (E)ETS agreement with the Toll charger, that governs the process of accreditation, at the start of the accreditation process. Entering into the accreditation process is therefore not free of obligations. The (E)ETS agreement also contains the conditions imposed on the service provision by the (E)ETS provider in the EETS domain Blankenburgverbinding.

The (E)ETS agreement therefore has a gradual entry into force:

- (i) an accreditation phase

Regulated by this EETS Domain Statement and the (E)ETS Agreement, with the exception of Article 4.1 (access to the EETS domain Blankenburgverbinding) and Section 2.1 Obligations of (E)ETS provider and Section 2.2 Commercial Conditions of this EETS Domain Statement.

- (ii) a service phase

Regulated by this entire EETS Domain Statement and the (E)ETS Agreement, including Article 4.1 (access to the EETS Domain Blankenburgverbinding), Part 2.1 Obligations of (E)ETS provider and Part 2.2 Commercial Conditions of this EETS Domain Statement.

The phased entry into force takes shape through conditions precedent in article 1.2 of the (E)ETS agreement. The service phase, and thus the right of the (E)ETS provider to offer services in the EETS domain Blankenburgverbinding, will only enter into force when the following conditions precedent are met:

- a. the (E)ETS provider has submitted a final service plan to the Toll charger;
- b. the (E)ETS provider has obtained a certificate of accreditation from the Toll charger; and
- c. the (E)ETS provider has provided a bank guarantee to secure payment obligations to the Toll charger in accordance with the model in Annex II of this EETS Domain Statement.

If a final service provision plan is not submitted, the application for accreditation does not result in a certificate of accreditation, or a bank guarantee to secure the payment obligations to the Toll charger is not provided, then the service provision phase of the (E)ETS agreement, and thus the provisions on service provision in the EETS Domain

Statement, will never enter into force. The (E)ETS provider will then not be allowed to provide services in the EETS domain Blankenburgverbinding and will also not be entitled to compensation by the Toll charger because the entry into force of the service provision phase of the (E)ETS agreement and this EETS Domain Statement shall be suspended. The Toll charger may further terminate the (E)ETS Agreement if the conditions precedent are not met within the date specified in the (E)ETS Agreement (Article 10.1 , part (i) , of this EETS Domain Statement).

If the conditions precedent are met and the service phase takes effect before the operational start of the Blankenburgverbinding toll collection, the operational services in the EETS domain Blankenburgverbinding are obviously only possible from the operational start.

4.4 Remuneration scheme

Under Article 23 of the EETS Directive Implementation Act, (E)ETS providers have the right to be remunerated by the Toll charger for collecting tolls on behalf of the Toll charger. The remuneration scheme for (E)ETS providers consists of fixed and variable components. The remuneration scheme and the level of the fees are detailed in Article 36 of this EETS Domain Statement.

The fixed parts of the remuneration are indexed annually. The variable part of the fee is not indexed annually. The variable part of the fee is in line with the toll rate, which is indexed pursuant to section 5(4) of the Wet TTH.

Article 23(3) of the EETS Directive Implementation Act requires that the method for calculating the fees of (E)ETS providers have the same structure as for the fees of similar services provided by the main service provider. The amounts of the fees for the main service provider and those for the (E)ETS providers may differ, provided this is justified by differences in the requirements and obligations between the main service provider and the (E)ETS providers. Pursuant to Article 8c of the Wet TTH, Article 23(3) of the EETS Directive Implementation Act also applies to the calculation method for the fees of ETS providers.

Like the (E)ETS providers, the remuneration scheme of the main service provider consists of fixed and variable components. These consist of the following two components:

1. a one-off fixed fee for work carried out during the implementation phase; and
2. a periodic fixed and variable fee for work performed during the operational phase. These periodic fees consist of:
 - a fixed quarterly fee that does not depend on the number of motor vehicle passages and relates to business and operating costs; and
 - a variable fee of a percentage over the tolls remitted to the Toll charger.

Both the one-off fixed fee and periodic fixed fees are part of the main service provider's tender process as bid items.

To comply with Article 1.3 of Annex II of Implementing Regulation EU 2020/204, a table summarising the specific requirements and obligations of the main service provider, which are different from those of (E)ETS providers, and which justify differences in the fees of the main service provider compared to (E)ETS providers, is set out below.

Table 2: comparison

Service	(E)ETS providers	Main service provider (MSP)
1. <u>Duration of the agreement with the Toll charger</u>	The (E)ETS provider can simply terminate the (E)ETS agreement, subject to three months' notice.	Mandatory service for a contract period of 5 years, subject to possible extension.
2. <u>Accreditation and testing process</u>	Accreditation is open to all (E)ETS providers under the conditions set out in this EETS Domain Statement. During the accreditation procedure, an (E)ETS provider must demonstrate through a service plan and technical tests that it meets the set conditions.	The MSP goes through a similar testing procedure, whereby the MSP must demonstrate conformity with the (technical) requirements set out in the MSP Agreement.
3. <u>Contracting holders</u>	<p>(E)ETS providers choose which holders they want to enter into a service agreement with.</p> <p>The service agreement must comply with the requirements set out in the Wet TTH, the EETS Directive Implementation Act, this EETS Domain Statement and the (E)ETS Agreement.</p> <p>(E)ETS providers can charge customers for their services.</p>	<p>The MSP is obliged to enter into a service agreement with any holder who requests it.</p> <p>The service agreement must comply with the requirements set out in the Wet TTH, the EETS Directive Implementation Act and the MSP agreement. More stringent requirements are imposed on the MSP compared to the requirements imposed on (E)ETS providers with regard to the service agreement, for example with regard to being able to suspend or terminate the agreement.</p> <p>The service provided by the MSP to its contracted holders is free of charge, except for service in response to specific requests, such as the provision of a duplicate invoice, for which a fixed fee, agreed in advance with the Toll charger, may be charged to the contracted holder.</p>
4. <u>Customer contact</u>	(E)ETS providers are required to maintain a customer service centre.	The MSP is obliged to maintain a customer service centre that meets a number of minimum requirements (e.g. answering queries within a certain time, minimum

		level of service within and outside working hours).
5. <u>Toll services (collection and remittance)</u>	(E)ETS providers are required to offer at least the option of cashless payment to contracted holders and are otherwise free to choose which means of payment to offer to contracted holders. Tolls are collected to the account of the (E)ETS provider. The (E)ETS provider shall remit the tolls owed by its contracted holders to the Toll charger.	The MSP must offer at least the means of payment prescribed by the Toll charger in the MSP contract to the contracted holders. The MSP shall collect tolls from accounts in a trust account to be established by the MSP and managed by a foundation specifically set up for the trust account. Subject to specific exceptions predetermined by the Toll charger, no transactions may be made from the trust account to the MSP's account(s).
6. <u>Additional services</u>	Additional services to holders and working with resellers is possible. (E)ETS providers are free to work with partners.	The MSP may not provide additional services to contracted holders except when the Toll charger explicitly authorizes or instructs the MSP to do so.

5. Contract management and contract conformity

The services provided by the (E)ETS provider shall be in accordance with laws and regulations and the requirements set by the Toll Charger. To this end, the EETS Domain Statement shall contain, inter alia, design requirements for the processes and systems for the required service provision (system requirements and process requirements), requirements for risk control and management of conformity with the obligations for the (E)ETS provider, and the general requirements on service provision in article 3130.3 of this EETS Domain Statement.

This EETS Domain Statement and the (E)ETS Agreement are governed by Dutch civil law. Contract compliance will therefore take place according to Dutch contract law as laid down in the Civil Code, unless otherwise provided for in this EETS Domain Statement. In the interest of monitoring conformity with this EETS Domain Statement and the (E)ETS Agreement, Article 18 of this EETS Domain Statement provides for some monitoring and auditing provisions, which provide inter alia that:

- (i) announced and unannounced inspections of the (E)ETS provider may be carried out by or on behalf of the Toll charger;
- (ii) the (E)ETS provider reports monthly and quarterly respectively to the Toll charger on the extent to which the (E)ETS provider meets the key performance indicators (KPIs); and
- (iii) the (E)ETS provider provides an annual assurance statement to the Toll charger on how and to what extent the (E)ETS provider complies with the requirements set out in the EETS Domain Statement, in particular the risk management, data management and information security requirements.

A system of KPIs is used to manage the quality of the (E)ETS provider's services. The KPIs establish the link between the objectives of the Toll charger and the services provided by the (E)ETS providers. If a KPI is not met, a performance discount is

imposed (article 32 of this EETS Domain Statement). If a KPI is repeatedly not met, this may be grounds for termination of the (E)ETS agreement by the Toll charger. There is no performance bonus in case of good or over performance by the (E)ETS provider. The (E)ETS provider shall monitor its performance and report to the Toll charger on the achieved performance per KPI (article 19.2 of the EETS Domain Statement). The reporting obligation of (E)ETS providers is without prejudice to the Toll charger's right at all times to investigate itself (or have investigated) the (E)ETS provider's performance on the KPIs and/or to carry out (or have carried out) inspections to that end (Article 18.2 to 18.4 of the EETS Domain Statement). The KPIs are detailed in Annex VII of this EETS Domain Statement. In addition to the use of KPIs to manage the quality of service of (E)ETS providers, this EETS Domain Statement contains two penalty clauses: (i) in case an (E)ETS provider fails to make timely service changes in response to a change in laws or regulations or an amendment to this EETS Domain Statement or the (E)ETS Agreement (Article 16.8 of this EETS Domain Statement), and (ii) in the event that an (E)ETS provider fails to pay tolls due to the Toll charger on time (Article 34 of this EETS Domain Statement).

Part 1 General terms and conditions

1. Definitions

In this EETS Domain Statement, terms shall have the meaning ascribed to them in the Wet TTH and the EETS Directive Implementation Act, unless a term is defined in this Article 1. In this EETS Domain Statement, the following terms shall have the following meanings:

Conciliation body:	the National and International Road Transport Organisation (NIWO), in its capacity as Conciliation body referred to in Article 1 and Article 37 of the EETS Directive Implementation Act;
calculated toll:	toll rate referred to in Article 2 of the Regeling TTH, times the number of passages per day, as calculated by the Toll charger on the basis of the registration of a passage of a motor vehicle within the EETS domain Blankenburgverbinding;
payment request:	electronic data file from the Toll charger to the (E)ETS provider ("PaymentClaim") as referred to in Article 30.2 of this EETS Domain Statement, which complies with the requirements referred to in Article 31 of this EETS Domain Statement and in which the Toll charger shall declare on a daily basis the total amount of toll to be paid by the (E)ETS provider to the Toll charger for all its contracted holders over the period referred to in Article 30.2 of this EETS Domain Statement. The payment request concerns the sum of vehicle passages per day for number plates for which a service agreement has been entered into with the relevant (E)ETS provider;
certificate of accreditation:	written confirmation from the Toll charger to the (E)ETS provider that it meets the requirements for accreditation referred to in Part 3 Accreditation of this EETS Domain Statement;

BW:	the Dutch Civil Code
adjustment request	electronic data file from the (E)ETS provider to the Toll charger ("Adjustment Request") referred to in Article 30.4 of this EETS Domain Statement, which complies with the requirements referred to in Article 30.3 of this EETS Domain Statement and in which the (E)ETS provider requests the Toll charger to adjust a passage record, indicating the specific identification of the relevant passage record;
EETS provider:	EETS provider as referred to in Article 1 of the EETS Directive Implementation Act and legal person registered as referred to in Article 1 of the EETS Directive Implementation Act with whom the Toll charger enters into an EETS agreement;
ETS provider:	ETS provider as referred to in Article 1 of the Wet TTH and legal person with whom the Toll charger enters into an ETS agreement;
(E)ETS provider:	This notation refers both to an EETS provider and an ETS provider;
EETS Domain Statement:	this EETS Domain Statement;
EETS domain Blankenburgverbinding:	EETS domain as referred to in Article 1 of the EETS Directive Implementation Act for the purpose of the Blankenburgverbinding Toll Collection System;
(E)ETS agreement:	Agreement between the (E)ETS provider and the Toll charger to the template in Annex I and the content of which is specified in this EETS Domain Statement;
EETS directive:	Directive (EU) 2019/520 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 (OJ 2019, L 91);

invoice:

statement of services delivered
with a price statement and request
for payment;

contracted holder:

holder with whom an (E)ETS
provider has entered into a service
agreement;

data management

administrative process and
measures regarding the
acquisition, validation, storage,
protection and processing of data to
ensure data accessibility, reliability
and accuracy;

data protection:

the protection of personal data,
referred to in Regulation (EU)
2016/679 of the European
Parliament and of the Council of 27
April 2016 on the protection of
natural persons with regard to the
processing of personal data and on
the free movement of such data
and repealing Directive 95/46/EC
(General Data Protection
Regulation) (OJEU 2016, L 119),
the General Data Protection
Regulation Implementing Act and
related laws and regulations;

case of force majeure:

the circumstance where a party is
unavoidably unable to meet its
obligations under this EETS Domain
Statement or only by incurring
material additional costs, to the
extent that such circumstance
results from one or more of the
following events:

- a. wars and/or terrorist actions in
The Netherlands;
- b. government measures in or
outside the Netherlands to
combat pandemics such as the
coronavirus resulting in Covid-
19 disease, which means that
relevant services and/or
products are or can hardly be
supplied;
- c. natural disasters (including
floods).

indexing formula:

the formula applied to index the

amounts mentioned in this EETS Domain Statement annually on January 1st to express these amounts in the price level of the relevant year t.

To this end, the relevant amount is multiplied by qt.

qt is the outcome of the formula which reads as follows: $qt = (jt / j2023)$

in which:

(i) qt = index number for year t;

(ii) jt = Consumer Price Index index for publication period January in year t;

(iii) j2023 = Consumer Price Index for publication period January in year 2023; and

(iv) index = the Consumer Price Index (all categories, total spending, first published figures as published by Statistics Netherlands, Centraal Bureau voor de Statistiek), which represents the ratio between the value of a quantity in a given publication period and the value of that quantity used by Statistics Netherlands as the base period;

Information security:

Measures and controls taken both technically and organisationally to secure (digital) information against unauthorised access or loss and to ensure the confidentiality, integrity and availability of (digital) information;

candidate (E)ETS provider:

a service provider wishing to provide toll services to holders in the EETS domain Blankenburgverbinding as an (E)ETS provider but has not yet

	been issued with a certificate of accreditation to that effect;
operational start:	a date announced by the Toll charger on which the Blankenburgverbinding Toll Collection System is in operation and for the first time actual tolls are due under the Wet TTH;
Passage Records:	electronic data file from the Toll charger to the (E)ETS provider ("BillingDetails") referred to in Article 30.1 of this EETS Domain Statement, which complies with the requirements referred to in Article 31 of this EETS Domain Statement, in which the Toll charger makes daily statements to the (E)ETS provider as referred to in Article 8e, second paragraph of the Wet TTH. Per passage and per motor vehicle, one passage record shall be sent. The passage record shall state the passage of a motor vehicle, the number plate and the toll rate charged;
performance discount	The amount as determined under article 32.2 and Annex VII of this EETS Domain Statement, linked to the failure to meet a key performance indicator, which amount shall be deducted from the fee to be paid by the Toll charger to the (E)ETS provider as referred to in Article 36 of this EETS Domain Statement;
RDW:	Dutch Vehicle Authority (Dienst Wegverkeer), a public-law legal entity and independent administrative body established in Zoetermeer, as referred to in Article 1(q) of the Wegenverkeerswet 1994, registered in the Trade Register of the Chamber of Commerce under number 27374436;
Toll charger:	the public-law legal entity the State of the Netherlands, represented by the Minister of Infrastructure and Water Management and on its

behalf the RDW, to the extent mandated in the Decree of the Minister of Infrastructure and Water Management, of 18 July 2021, no. IENW/BSK-2021/199859, containing rules on the Mandate of the Dutch Vehicle Authority (RDW) for the implementation of the Wet TTH (*Stcrt* 2021, 36029), as amended by Decree of the Minister of Infrastructure and Water Management of 3 May 2023, no. IENW/BSK-2023/91702, for the Implementation of the Wet TTH and the Besluit TTH (*Government Gazette* 2023, 13581);

confidential information:

- (i) information exchanged between the candidate (E)ETS provider or (E)ETS provider and the Toll charger that is not in the public domain at the time of exchange; and
- (ii) the content of the meetings, but not the existence of meetings, on the (E)ETS Agreement and the content but not the existence of the (E)ETS Agreement and any related information which by its nature must remain confidential;
- (iii) Information on contracted holders;

vehicle passage photo request

electronic data file from the (E)ETS provider to the Toll charger ("Vehicle Passage Image Request") referred to in Article 26.11 of this EETS Domain Statement, which complies with the requirements referred to in Article 31 of this EETS Domain Statement, in which the (E)ETS provider requests the Toll charger to provide the image of a passage of the motor vehicle of a contracted holder;

laws and regulations:

all national or international laws, rules, guidelines, regulations, norms, standards, etc. applicable, in force or to come into force in connection with this EETS Domain

Statement including but not limited to the EETS Directive Implementation Act, the Wet TTH and EU Implementing Regulation 2020/204;

EETS Directive Implementation Act:

Act of 7 July 2021, laying down rules for the implementation of Directive (EU) 2019/520 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 (EETS Directive Implementation Act), *Stb.* 2021, 418;

Wet TTH:

The Blankenburgverbinding and ViA15 Temporary Toll Collection Act of 2 December 2015, containing rules on the temporary collecting of tolls for the partial funding of the connection between the A15 at Rozenburg and the A20 between Maassluis and Vlaardingen and the connection of the A15 between the Valburg junction and the A12 near Zevenaar (*Stb.* 2015, 497 and *Stb.* 2018, 247), as last amended by Act of 12 April 2023 amending the Blankenburgverbinding and ViA15 Temporary Toll Act in connection with the EETS Directive Implementation Act and some technical adjustments, *Stb.* 2023, 162;

control:

direct or indirect control, that is to say,
(i) by holding or owning ordinary shares, or shares of equity, or assets;
(ii) through an agreement; or
(iii) otherwise,
being able to exercise more than 50% of the voting rights in the general meeting of shareholders; or
being able to appoint or remove the directors or members of a similar body or otherwise direct the composition of the board or a

similar body; or
being able to give binding
instructions to the board of
directors or individual directors
regarding the operational and
financial policy.

2. Interpretation rules

2.1. Unless this EETS Domain Statement or the (E)ETS Agreement Regulation (EU) 2016/679:

- (i) Article means an article of this EETS Domain Statement;
- (ii) day: calendar day;
- (iii) in writing: sent by letter or e-mail, unless it is expressly stated that notice must be given by registered mail.

2.2. Unless this EETS Domain Statement or the (E)ETS Agreement explicitly states otherwise, the following shall apply when interpreting this EETS Domain Statement or the (E)ETS Agreement:

- (i) a reference to laws and regulations shall be deemed to be a reference to the laws and regulations as last amended at the relevant time or, if superseded, to the superseded laws and regulations;
- (ii) the words "including" and "also" mean "including but not limited to"; and
- (iii) the headings in this EETS Domain Statement and the (E)ETS Agreement do not affect the interpretation of this EETS Domain Statement and the (E)ETS Agreement.

3. Communications

Communication between the Toll charger and the (E)ETS provider about this EETS Domain Statement and the (E)ETS Agreement and about their implementation shall take place in the Dutch language, unless this EETS Domain Statement or the Toll charger explicitly states that communication may take place in the English language.

4. Access to the EETS domain Blankenburgverbinding

4.1. An (E)ETS provider is granted access to the EETS domain Blankenburgverbinding, and thus may provide toll services in the EETS domain and Blankenburgverbinding toll domain when it:

- (i) fulfils the obligations and conditions of this EETS Domain Statement and the (E)ETS Agreement;
- (ii) has entered into an (E)ETS agreement in accordance with the model in Annex I of this EETS Domain Statement with the Toll

charger;

- (iii) has received a certificate of accreditation from the Toll charger;
- (iv) has provided a bank guarantee as referred to in Article 35 of this EETS Domain Statement.

4.2. A candidate (E)ETS provider wishing to be accredited:

- (i) for this purpose, reports to the Toll charger in accordance with Article 39 and Article 40; and
- (ii) enters into an (E)ETS agreement with the Toll charger in accordance with the template in Annex I of this EETS Domain Statement, before commencement of the accreditation process as described in Part 3 Accreditation.

4.3. Any general conditions applied by the (E)ETS provider are not applicable to the (E)ETS agreement.

5. Prevention of conflicts of interest

5.1. If the (E)ETS provider, another (legal) person within its group in the sense of Article 24b of Book 2 of the Dutch Civil Code or a third party with whom the (E)ETS provider cooperates for the purpose of its provision of services as (E)ETS provider in the EETS Domain Blankenburgverbinding is or becomes involved in the performance of other tasks or roles within the EETS Domain Blankenburgverbinding, the EETS Domain Heavy Goods Vehicle Charge or the EETS Domain ViA15, then regarding the provision of services as an (E)ETS provider, the (E)ETS provider shall take all measures necessary to avoid (the appearance of) conflicts of interest or actual conflicts of interest. To this end, the (E)ETS provider shall ensure at least:

- (i) organisational and personnel separation;
- (ii) administrative separation and separation of (sensitive) information; and
- (iii) a financial separation

between the provision of services as (E)ETS provider in the context of this EETS Domain Statement and the (E)ETS Agreement on the one hand, and the other tasks or roles referred to in the first sentence of this Article 5.1 on the other hand; and

- (iv) an interest protection plan describing how conflicts of interest will be avoided, how the separations mentioned in Article 5.1 parts (i) through (iii) will be ensured, how sensitive information will be kept confidential and designating a compliance officer to oversee compliance with the interest protection plan and this article 5;

- (v) That affected employees are notified of the aforementioned interest protection plan and agree to comply with it.
- 5.2. The Toll charger may, pursuant to Article 18, monitor through inspections the (E)ETS provider's compliance with the provisions of Article 5.1 and may, at any time, require inspection of the interest protection plan referred to therein.

6. Working with other people

The (E)ETS provider shall be liable for damages towards the Toll charger to the extent that these damages are attributable to the (E)ETS provider, its agents or other persons whose assistance the (E)ETS provider makes use of in exercising its rights or in fulfilling its obligations under the EETS Directive Implementation Act, the Wet TTH, this EETS Domain Statement or the (E)ETS Agreement.

7. Liability

- 7.1 Except to the extent explicitly stated otherwise in the applicable laws and regulations, the (E)ETS Domain Statement or (E)ETS Agreement, the parties may exercise legal measures against each other in the way Dutch law allows it.
- 7.2 The total liability of the Toll charger towards the (E)ETS provider, due to contractual, non-contractual, statutory and non-statutory liability is limited to a total amount of € 500,000. The (E)ETS provider can under no circumstances claim compensation for lost profit.
- 7.3 The total liability of the (E)ETS provider towards the Toll charger, due to contractual, non-contractual, statutory and non-statutory liability is limited to a total amount of € 500,000.
- 7.4 The limitation of liability referred to in Articles 7.2 and 7.27.3, shall not apply to the obligation to pay tolls referred to in Article 33, the penalty interest rate referred to in article34.1, the penalty referred to in Article 16.8, and the performance discount, referred to in Article32.2.
- 7.5 The (E)ETS provider cannot invoke the limitation of liability referred to in Article 7.3, in the event of intended or deliberate recklessness on the part of the (E)ETS provider.

8. Indemnity

The (E)ETS provider shall, insofar as the claims are not the direct consequence of a shortcoming attributable to the Toll charger, indemnify the Toll charger against:

- (i) claims by third parties (including but not limited to contracted holders, subcontractors, suppliers and resellers of the (E)ETS provider), for compensation for damages suffered due to an attributable shortcoming (Dutch: *toerekenbare tekortkoming*) or unlawful act (Dutch: *onrechtmatige daad*) of the (E)ETS provider, its subordinates or representatives;

- (ii) claims by third parties (including but not limited to contracted holders, subcontractors, suppliers and resellers of the (E)ETS provider), based on an infringement or alleged infringement of intellectual or industrial property rights in connection with the services and activities of the (E)ETS provider;
- (iii) fines or penalties imposed on the Toll charger by a competent authority that result from an attributable shortcoming or unlawful act of the (E)ETS provider (including but not limited to subcontractors, suppliers and resellers of the (E)ETS provider); and
- (iv) the costs of legal actions brought against the Toll charger by third parties (including contracted holders, subcontractors, suppliers and resellers) for a shortcoming or unlawful act of the (E)ETS provider, its subordinates or representatives.

9. Confidentiality

- 9.1. It is not permitted for the (E)ETS provider or the Toll charger, respectively, without the prior and written consent of the Toll charger or the (E)ETS provider, respectively, to, either directly or indirectly, such as through an intermediary or a legal entity in which the (E)ETS provider or the Toll charger is involved as a shareholder, director or otherwise:
 - (i) use any part of confidential information other than in the context of accreditation, or for any purpose other than the meetings about, or the execution, of the (E)ETS Agreement;
 - (ii) disclose any part of confidential information to third parties, other than those natural or legal persons who, by virtue of their position with, professional relationship with, or direct or indirect contractual relationship with the (E)ETS provider or Toll charger, respectively, should have access to confidential information. Insofar as the natural or legal persons referred to in this Article 9.1 under (ii), are not bound by legal professional secrecy by virtue of their professional activity and for that reason would not disclose such confidential information due to a professional duty, such natural or legal persons shall explicitly declare in writing that they are bound by the obligations of this Article 9. The (E)ETS provider, and respectively the Toll charger, shall ensure that the natural or legal persons referred to in this Article 9.1 under (ii), which they involve in the accreditation and implementation of the (E)ETS Agreement, fulfil and comply with the obligations of this Article 9.
- 9.2. The (E)ETS provider and the Toll charger shall take all measures necessary to:
 - (i) Prevent the disclosure of confidential information in breach of

this article 9; and

- (ii) Ensure and guarantee compliance with the obligations of this article 9 by each of them and the natural or legal persons referred to in Article 9.1 part (ii).

9.3. The confidentiality obligations under Article 9.1 parts (i) and (ii) shall not apply if the information:

- (ii) is available to the public without this being the result of an unauthorised disclosure of that information in breach of Article 9 by the (E)ETS provider or the Toll charger or by any person to whom either of them has made such confidential information available.

- (ii) was already known to the (E)ETS provider or Toll charger at the time that information was provided to it;

- (iii) was provided to them on a non-confidential basis by a third party who lawfully possesses such information and is entitled to disclose such information;

- (iv) was provided by the Toll charger to a Toll charger from another EETS domain to optimise the Blankenburgverbinding temporary toll system or the toll collection system in the EETS domain of the receiving Toll charger;

- (v) is subject to the obligation to be disclosed:

- (a) pursuant to laws and regulations;

- (b) in the context of administrative oversight, parliamentary control or other democratic accountability;

- (c) pursuant to a court order.

9.4. Except in the cases referred to in Article 9.3, the (E)ETS provider shall consult with the Toll charger before disclosing confidential information.

9.5. If the disclosure of confidential information by the (E)ETS provider or the Toll charger is required under Article 9.3, part (v), then:

- (i) prior to such disclosure, the (E)ETS provider or Toll charger shall immediately inform the other in writing of this disclosure obligation and of the requested documents to be disclosed and the (E)ETS provider and the Toll charger shall agree on the timing and content of the disclosure;

- (ii) the (E)ETS provider or the Toll charger respectively shall disclose only that part of the confidential information for which

it is required by Law and Regulation, administrative oversight, parliamentary control, other democratic accountability or court order;

- (iii) the (E)ETS provider or the Toll charger respectively shall endeavour to ensure, as far as possible, confidential treatment of the confidential information.

9.6. The obligations in this Article 9 shall apply during the duration of the (E)ETS Agreement and shall continue to apply after termination of the (E)ETS Agreement, unless explicitly agreed otherwise in the (E)ETS Agreement.

10. Dissolution and termination of (E)ETS agreement by the Toll charger

10.1. The Toll charger has no recourse to dissolution (Dutch: *ontbinding*) of the (E)ETS agreement pursuant to Section 265 of Book 6 of the Civil Code or termination (Dutch: *opzegging*) pursuant to Book 7 of the Civil Code, other than termination on the following grounds. The Toll charger may terminate the (E)ETS Agreement by written notice to the (E)ETS provider by the date mentioned in such notice if:

- (i) The conditions precedent specified in Article 1.2 of the (E)ETS Agreement have not been met by the date specified in Article 2.4 of the (E)ETS Agreement;
- (ii) the (E)ETS provider does not fulfil any payment obligation towards the Toll charger within fourteen days after the Toll charger has given the (E)ETS provider written notice of the shortcoming and demanded fulfilment;
- (iii) the (E)ETS provider does not fulfil any other obligation towards the Toll charger within fourteen days after the Toll charger has given the (E)ETS provider, written notice of the shortcoming and demanded fulfilment, unless the shortcoming, considering its special nature or minor importance in view of the entirety of the (E)ETS provider's obligations, does not justify the termination of the (E)ETS agreement with its consequences;
- (iv) one or more of the following circumstances occur(s):
a. the (E)ETS provider applies for (provisional) suspension of its payments (Dutch: *surseance van betaling*);
b. the (E)ETS provider is granted (provisional) suspension of its payments;
c. the (E)ETS provider files for bankruptcy;
d. the (E)ETS provider is declared bankrupt;
e. it appears that the (E)ETS provider will not be able to meet a material part of its due obligations under this EETS Domain Statement and the (E)ETS Agreement;
f. the (E)ETS provider's lenders demand early payment of a

- material portion of claims against the (E)ETS provider;
- g. the (E)ETS provider takes steps to achieve its dissolution or liquidation;
- h. the (E)ETS provider is dissolved or liquidated; or
- i. if a circumstance comparable to (a) to (h) above occurs with respect to the (E)ETS provider in its country of establishment, or any country where the (E)ETS provider operates;
- (v) there is a transfer of control at the (E)ETS provider;
- (vi) there is an unfair commercial practice within the meaning of Directive 2005/29 EC, including where the holder is acting in the course of a profession or business;
- (vii) the (E)ETS provider abuses the temporary toll system Blankenburgverbinding;
- (viii) the (E)ETS provider does not pay the costs for accreditation referred to in Article 42;
- (ix) the (E)ETS provider no longer meets the requirements for accreditation referred to in Article 38 ;
- (x) the (E)ETS provider, after notice of infringement, in which an additional period of fourteen days for compliance is granted, does not comply with one or more of the obligations concerning the bank guarantee, referred to in Article 35;
- (xi) there is a repeated error with regard to the key performance indicators referred to in article 32 and Annex VII of this EETS Domain Statement;
- (xii) a case of force majeure occurs for a continuous period of two months or more;
- (xiii) the (E)ETS provider does not adapt its services to changes in laws and regulations, such that the (E)ETS provider does not act in accordance with laws and regulations within the fourteenth day after an amendment thereof comes into effect, unless the (E)ETS provider demonstrates that the delay in adapting its services cannot be directly or indirectly attributed to it or is for its account and risk;
- (xiv) on the basis of a court ruling, or as a result of an amendment, partial repeal or full repeal of the Wet TTH, the EETS Directive Implementation Act or related laws and regulations, the Wet TTH or the EETS Directive Implementation Act or related laws and regulations can no longer be implemented in a material respect. This does not include a revocation of the Blankenburgverbinding toll decision referred to in Article 2,

third paragraph, of the Wet TTH and Article 13 of this EETS Domain Statement.

- 10.2. If the Toll charger announces the termination of the (E)ETS Agreement under Article 10.1, parts (i) up to and including (xi) or (xiii), the Toll charger may refuse to enter into a new (E)ETS agreement with the (E)ETS provider or with a legal entity from the group, referred to in Article 24b of Book 2 of the Civil Code, to which the (E)ETS provider belongs, if the (E)ETS provider or the group company concerned does not demonstrate to the satisfaction of the Toll charger that reliable remedial measures have been taken by the (E)ETS provider or the group company to which the (E)ETS provider belongs to prevent similar future events.
- 10.3. Other than in the cases referred to in Article 11, the Toll charger shall not owe any compensation to the (E)ETS provider due to termination of the (E)ETS agreement.
- 10.4. Termination by the Toll charger does not affect his claim to fulfil obligations that arose prior to or in connection with the termination and his possible claim for compensation for attributable shortcomings of the (E)ETS provider.
- 10.5. From the date against which the Toll charger has terminated the (E)ETS Agreement, the right of the (E)ETS provider referred to in Article 4.1, to provide toll services in the EETS domain Blankenburgverbinding.

11. Compensation in case of termination of (E)ETS agreement

- 11.1. The Toll charger shall not be liable to pay any compensation to the (E)ETS provider if, before the date of signing the (E)ETS Agreement, on the basis of a court judgment, or as a result of an amendment, partial repeal or full repeal of the Wet TTH, the EETS Directive Implementation Act or related laws and regulations, the Wet TTH or the EETS Directive Implementation Act or related laws and regulations can no longer be implemented in a material respect.
- 11.2. In the case of termination as referred to in article 10.1 section (xiv) the Toll charger is:
 - (i) only liable to pay a one-off compensation fee to the (E)ETS provider for costs proven by the (E)ETS provider up to a maximum of € 100,000, if the (E)ETS provider has not yet successfully completed any of the tests referred to in Article 44 on the date of termination, regardless of whether the date of termination is prior to the operational start;
 - (ii) only liable to pay a one-off compensation fee to the (E)ETS provider for costs proven by the (E)ETS provider up to a maximum of € 250,000, if the (E)ETS provider has, in the opinion of the Toll charger, successfully completed test phase (ii)1) referred to in Article 44.1, Section (ii), on the date of termination, regardless of whether the date of termination is

prior to the operational start;

- (iii) only liable to pay a one-off compensation fee to the (E)ETS provider for costs proven by the (E)ETS provider up to a maximum of € 500,000, if the (E)ETS provider holds a valid certificate of accreditation as referred to in Article 45 and the date of termination is prior to the operational start;
- (iv) only liable to pay a one-off compensation fee to the (E)ETS provider for costs proven by the (E)ETS provider up to a maximum of € 500,000, if the date of termination is after the operational start and the (E)ETS provider has a valid certificate of accreditation. The one-off compensation fee shall in any case be reduced by € 75,000 for each full calendar year from the time that the conditions precedent of Article 1.2 of the (E)ETS Agreement have been met and the (E)ETS provider has commenced operations. This one-off compensation fee shall be increased by the remuneration referred to in Article 36, which the (E)ETS provider would receive from the Toll charger for six months, if the termination takes place within one year after the operational start and the (E)ETS provider holds a certificate of accreditation. For this purpose, the fee shall be calculated on the basis of the remuneration paid in the 12 months preceding the termination, unless the period between the start of toll services under the (E)ETS agreement and the termination is shorter than 12 months, in which case the fee shall be calculated on the basis of the average monthly remuneration paid in that shorter period.

11.3. By way of derogation from Article 11.2, the Toll charger shall not be liable for any compensation fees if an event referred to in Article 10.1 section (xiv) was foreseeable at the time of signing the (E)ETS Agreement.

11.4. In the event of termination of the (E)ETS Agreement referred to in Article 10.1 the (E)ETS provider shall pay the Toll charger:

- (i) all remaining toll payments due to be paid by the (E)ETS provider to the Toll charger in accordance with Article 33 for all motor vehicle passages until the termination of the (E)ETS Agreement;
- (ii) all penalties and performance discounts not yet offset by the Toll charger with the regular remuneration. This concerns the penalty interest referred to in Article 34.1, the penalty referred to in Article 16.8 and the performance discount, referred to in Article 32.2; and
- (iii) except in the case referred to in Article 10.1 section (xiv), a one-off compensation fee of € 20,000 for the costs incurred by the Toll charger due to the termination of the (E)ETS agreement.

12. Dissolution and termination of (E)ETS agreement by (E)ETS provider

- 12.1. The (E)ETS provider has no recourse to dissolution of the (E)ETS agreement pursuant to Article 265 of Book 6 of the Civil Code. However, the (E)ETS provider can terminate the (E)ETS agreement by giving three months' notice in writing to the Toll charger.
- 12.2. In the event of termination of the (E)ETS Agreement referred to in Article 12.1 the (E)ETS provider shall not owe any compensation fee to the Toll charger due to termination of the (E)ETS Agreement.
- 12.3. Termination by the (E)ETS provider shall not affect its claim to any compensation fee for damages due to an attributable failure of the Toll charger.
- 12.4. From the date on which the termination of the (E)ETS-agreement by the (E)ETS provider takes effect, the right of the (E)ETS provider referred to in Article 4.1, to provide toll services in the EETS domain Blankenburgverbinding ends, and the (E)ETS provider will no longer have access to the EETS domain Blankenburgverbinding.

13. Termination of (E)ETS agreement by operation of law

- 13.1. The (E)ETS Agreement shall end by operation of law on the date on which:
 - (i) a decision to revoke the Blankenburgverbinding toll decision referred to in Article 2, third paragraph of the Wet TTH has become irrevocable; and
 - (ii) the Toll charger has notified the (E)ETS provider in writing that the (E)ETS provider has complied with all its obligations under this EETS Domain Statement and the (E)ETS Agreement.
- 13.2. The Toll charger shall not owe any compensation to the (E)ETS provider for termination of the (E)ETS agreement referred to in Article 13.1.
- 13.3. From the date on which the (E)ETS agreement ends by operation of law, the right of the (E)ETS provider referred to in Article 4.1 to provide electronic toll services in the EETS domain Blankenburgverbinding ends, and the (E)ETS provider will no longer have access to the EETS domain Blankenburgverbinding.

14. Information obligation upon termination of the (E)ETS agreement

- 14.1. Upon termination of the (E)ETS agreement, the (E)ETS provider shall immediately inform the contracted holders that they can no longer make use of its services in the EETS Domain Blankenburgverbinding, also indicating in which way the contracted holders can otherwise meet their obligation to pay tolls.
- 14.2. The Toll charger shall not be liable for any loss or damage suffered by contracted holders as a result of termination of the (E)ETS agreement

and the (E)ETS provider shall indemnify the Toll charger against such claims.

15. Amendment EETS Domain Statement

The Toll Charger has the right at any time to modify in writing one or more provisions of this EETS Domain Statement or the (E)ETS Agreement, subject to Article 16.

16. Obligation to implement changes Toll System Blankenburgverbinding

16.1. The (E)ETS provider and the Toll charger shall proactively keep each other informed of changes in Laws, Regulations and policies.

16.2. The (E)ETS provider shall adapt its services, including electronic tolling systems, at its own expense and risk, in the event of:

(i) amendments to the EETS Domain Statement referred to in Article 15;

(ii) amendments to laws and regulations, including the Wet TTH, the EETS Directive Implementation Act and related laws and regulations, regardless of whether the amendment to laws and regulations results in an amendment to this EETS Domain Statement or the (E)ETS Agreement;

(iii) other changes to the Blankenburgverbinding Toll System, for which a change as referred to in (i) or (ii) is not required;

16.3. No later than three calendar months before an amendment referred to in Article 16.2, the Toll charger shall inform the (E)ETS provider of the modification with a written notification. As far as necessary for the adequate implementation of the change by the (E)ETS provider, the notification is accompanied by:

(i) A detailed technical description of the change;

(ii) description of which of the tests listed in Article 44 must be successfully completed again by the (E)ETS provider to maintain the certificate of accreditation;

If, in the opinion of the Toll charger, it is necessary in view of the planning for the successful re-run of the tests referred to above under (ii), the Toll charger shall use a longer period than the three calendar months referred to in the first sentence of this Article 16.3.

16.4. In the notification referred to in Article 16.3, the Toll charger shall indicate the deadline by which the (E)ETS provider:

(i) must submit a change report as referred to in Article 16.5 to

the Toll charger for approval; and

- (ii) must have adapted its service. In determining this deadline, the Toll charger shall in any case take into account the following circumstances:
 - a. planning for the successful completion of the tests referred to in Article 16.3 under (ii);
 - b. in case it concerns a change in laws and regulations that does not require a change in this EETS Domain Statement or the (E)ETS Agreement, the (E)ETS provider's services shall be adjusted before the change in laws and regulations enters into force;
 - c. in case it concerns a change in laws and regulations that also requires a change in this EETS Domain Statement or the (E)ETS Agreement, the (E)ETS provider's service shall be adjusted before the change in the EETS Domain Statement or (E)ETS Agreement enters into force;
 - d. in the case of an amendment to the EETS Domain Statement or (E)ETS Agreement, the (E)ETS provider's service must be adjusted before the amendment to the EETS Domain Statement or (E)ETS Agreement enters into force.

16.5. The (E)ETS provider shall submit a change report for approval to the Toll charger within the timeframe specified in Article 16.4. This change report consists of a technical description and a description of the consequences for the services of the change in question. To the extent necessary, the change report shall describe the governance measures that the (E)ETS provider will take to mitigate any disruption that contracted holders might experience as a result of implementing the change in question. The basic principle should be that contracted holders experience as little disruption as possible in the services as a result of the changes to be implemented.

16.6. The (E)ETS provider shall adapt its services:

- (i) after obtaining approval from the Toll charger on the change report referred to in Article 16.4, section (i) and Article 16.5 and;
- (ii) within the deadline set by the Toll charger pursuant to Article 16.4 section (ii).

16.7. The Toll charger shall under no circumstances be liable to the (E)ETS provider for damage resulting from changes, about which the (E)ETS provider, in accordance with Article 16.3 and Article 16.4 has been duly notified.

16.8. For each day of delay in the adjustment of the (E)ETS provider's service from the expiry of the deadline pursuant to Article 16.4 section (ii), the (E)ETS provider shall be liable to the Toll charger for a penalty of

€ 5,000 for each day of delay, whereby each day started is considered a full day of delay. The penalty shall be without prejudice to other actions and legal remedies available to the Toll charger, including the right to additional compensation and the right to enforce specific performance.

- 16.9. Before a penalty referred to in Article 16.8 is due, the Toll charger shall give the (E)ETS provider the opportunity to remedy the shortcoming referred to in Article 16.8. To this end, the (E)ETS provider shall submit a recovery plan to the Toll charger within 2 days from the Toll charger informing the (E)ETS provider in writing of the shortcoming and demanding the shortcoming be remedied. The Toll charger shall include in the notification the deadline by which the shortcoming must be remedied.
- 16.10. If the costs for the (E)ETS provider directly related to the implementation of an amendment referred to in Article 16.2, for each change, exceed 10% of the (E)ETS provider's annual fee referred to in Article 36.1 , with a minimum of € 20,000, then the (E)ETS provider and the Toll charger will enter into a dialogue to discuss possible compensation based on a substantiated estimate of the costs, to be provided by the (E)ETS provider prior to the dialogue. Any compensation to be granted by the Toll charger to the (E)ETS provider will be determined on the basis of the actual costs directly related to the implementation of a change, as referred to in the first sentence of Article 16.2. If it is, in the opinion of the Toll charger, necessary for the dialogue referred to in Article 16.10, the Toll charger shall extend the deadline referred to in Article 16.4 part (ii) within which the (E)ETS provider's services must be adapted. Costs relating to the implementation of a change other than those referred to in this Article 16.10, read in conjunction with Article 16.11, are not eligible for compensation.
- 16.11. Costs directly related to the implementation of a change referred to in Article 16.10 are the costs incurred by the (E)ETS provider in implementing the required technical and administrative changes to the toll systems used by the (E)ETS provider in the EETS domain Blankenburgverbinding, excluding costs related to loss of use of the systems, loss of profit, lost savings and administrative handling of the changes in question.
- 16.12. The (E)ETS provider is not entitled to compensation for any costs or lost revenue resulting from the implementation of changes to the toll rates for the Blankenburgverbinding Toll System as referred to in Article 5, first paragraph of the Wet TTH.

17. Changes by (E)ETS provider

- 17.1. The candidate (E)ETS provider or the (E)ETS provider shall communicate in writing to the Toll charger any change in its back office affecting the electronic message exchange with the Toll charger, at

least three months before the candidate (E)ETS provider or the (E)ETS provider, respectively, envisages the operational implementation of that change. The candidate (E)ETS provider or the (E)ETS provider may implement the change referred to in the first sentence operationally after the Toll charger has given its permission. In the case of a change referred to in this Article 17.1 that has to be implemented urgently due to circumstances, the Toll charger and the (E)ETS provider can agree on a different timeframe than the three-month period referred to in the first sentence.

- 17.2. To obtain the permission referred to in Article 17.1, the tests referred to in Article 44 must be successfully completed again. Article 42 applies mutatis mutandis. The Toll charger will refund the costs referred to in Article 42 to the candidate (E)ETS provider or the (E)ETS provider in case of application of this Article 17 after the tests referred to in Article 44 have been successfully completed.
- 17.3. The Toll charger shall only grant the permission referred to in Article 17.1, if the change does not require a change as referred to in Article 16.2, unless, as a result of the change proposed by the (E)ETS provider, the Toll charger decides to implement a change as referred to in Article 16.2.
- 17.4. If the Toll charger intends not to grant the permission referred to in Article 17.1, the Toll charger and the candidate (E)ETS provider or the (E)ETS provider shall enter into a dialogue on this matter in order to discuss the reason for not granting permission and whether there is a possibility to still grant permission with the change proposed by the candidate (E)ETS provider respectively the (E)ETS provider.
- 17.5. As far as candidate (E)ETS provider or the (E)ETS provider proposes changes in its systems or services other than the changes referred to in Article 17.1, the candidate (E)ETS provider respectively the (E)ETS provider shall inform the Toll charger in writing of the impact of the intended change on the systems or service of the candidate (E)ETS provider respectively the (E)ETS provider:
 - (i) at least three months prior to the candidate (E)ETS provider or (E)ETS provider's anticipated operational implementation of that change; and
 - (ii) insofar as the change relates to the requirements and obligations of this EETS Domain Statement for accreditation or service.
- 17.6. To the extent that, in the estimation of the candidate (E)ETS provider or the (E)ETS provider, a change referred to in Article 17.5 may have a negative impact on the requirements and obligations under the EETS Domain Statement, the candidate (E)ETS provider or (E)ETS provider may request the Toll charger to carry out one or more of the changes referred to in Article 44. Article 42 shall not apply.

17.7. The guiding principle when implementing any change in the systems or services of the candidate (E)ETS provider or (E)ETS provider is that there should be as little as possible inconvenience for (i) the Toll charger and (ii) the accreditation, respectively the contracted holders and service level.

18. Monitoring and auditing of the (E)ETS provider

18.1. The (E)ETS provider shall at all times inform the Toll charger in a timely, complete and truthful manner about matters that may reasonably be of interest to the Toll charger in relation to the execution of this EETS Domain Statement, the (E)ETS Agreement, the Wet TTH, the EETS Directive Implementation Act, the provisions under or pursuant to those acts and related laws and regulations.

18.2. The (E)ETS provider shall cooperate with inspections by the Toll charger of the (E)ETS provider's conformity with its obligations under this EETS Domain Statement and the (E)ETS Agreement, as well as its conformity with its obligations towards contracted holders. The cooperation of the (E)ETS provider with the inspections includes:

(i) Providing the information that the Toll charger requests from the (E)ETS provider for this purpose within a timeframe to be specified by the Toll charger; and

(ii) Cooperating with announced and unannounced inspections by or on behalf of the Toll charger, including providing access to sites where the (E)ETS agreement is being executed and cooperating in an audit to be conducted by or on behalf of the Toll charger.

18.3. The Toll charger shall allow the (E)ETS provider to attend announced and unannounced inspections. The (E)ETS provider shall ensure that third parties engaged by it are obliged to allow the inspections at their premises and to fully cooperate with the announced and unannounced inspections.

18.4. Announced or unannounced inspections by or on behalf of the Toll charger are only carried out:

(i) at a time and in a manner in which announced and unannounced inspections do not unreasonably impede the proper functioning of the Blankenburgverbinding toll system;

(ii) in accordance with the usual access and security procedures at such inspections; and

(iii) in such a way that confidential information is handled in accordance with the obligations of Article 9.

19. Reporting requirements

- 19.1. Within one month after the operational start or, if the (E)ETS provider is accredited after the operational start, within one month after the issuance of the certificate of accreditation, the (E)ETS provider shall apply the measures set out below in Article 19.2 to article 19.5 for reporting about monitoring data quality and process improvement.
- 19.2. The (E)ETS provider shall provide a quarterly report to the Toll charger no later than five days after the end of each quarter in the format available for that purpose via the Toll charger's website (www.e-tol.nl).

The quarterly report shall include at least the following information regarding the quarter being reported on:

- (i) The number of contracted holders;
- (ii) the total toll due by contracted holders in the reporting period;
- (iii) Any risks and problems experienced by the (E)ETS provider in the execution of the (E)ETS Agreement;
- (iv) Whether and, if so, the extent to which contracted holders have failed to fulfil service agreement obligations;
- (v) Whether and, if so, the extent to which the (E)ETS provider has fulfilled its obligations under the service agreement.

- 19.3. The (E)ETS provider shall, at the Toll charger's request, provide by means of an ad hoc report, within a reasonable timeframe to be determined by the Toll charger, all data stored in the (E)ETS provider's systems - in accordance with Laws and Regulations and the data protection requirements referred to in Article 31.

- 19.4. The (E)ETS provider shall report:

- (i) monthly in relation to the KPI Passage record and Payment request and the KPI Toll Remittance; and
- (ii) quarterly in relation to the KPI Review of correction requests

to the Toll charger on how and to what extent the (E)ETS provider complies with the requirements pursuant to Article 32 and Annex VII of this EETS Domain Statement. Reporting shall use a template to be provided by the Toll charger.

- 19.5. The (E)ETS provider shall provide a copy of an assurance statement to the Toll charger annually by July 1

- (i) prepared by an independent external auditor;

- (ii) in accordance with ISAE 3000 Type II;
- (iii) in accordance with Appendix VI of this EETS Domain Statement;
- (iv) for the previous calendar year;

When providing the assurance statement to the Toll charger, the (E)ETS provider shall simultaneously report the findings and recommendations of the external auditor. Findings shall include possible shortcomings and concerns regarding processes and technology used by the (E)ETS provider.

- 19.6. Based on the findings and recommendations of the external auditor, the (E)ETS provider and the Toll charger shall enter into discussions on an approach for implementing the proposed improvements and planning and monitoring thereof.
- 19.7. The Toll charger shall reimburse the (E)ETS provider for costs incurred by the (E)ETS provider that are directly related to compliance with Article 19.5 up to a maximum amount of € 50,000 per year, based on substantiation of the actual costs to be submitted by the (E)ETS provider. Costs other than those referred to in this Article 19.7 that are directly related to compliance with Article 19.5 do not qualify for reimbursement.
- 19.8. Costs directly related to compliance with Article 19.5 are the costs charged by the relevant external auditor to the (E)ETS provider for the activities of the external auditor for the purpose of preparing an assurance statement as referred to in Article 19.5, excluding costs related to loss of use of the systems, loss of profits, lost savings and administrative handling for compliance with Article 19.5.

20. Contract consultations

The (E)ETS provider shall actively participate in consultations initiated by the Toll charger on the Blankenburgverbinding Toll System and the execution of this EETS Domain Statement and the (E)ETS Agreement.

21. Contradiction

- 21.1. In case of any conflict between the sources and documents listed below, a source or document listed below takes precedence over the one listed later:
 - (i) laws and regulations;
 - (ii) this EETS Domain Statement;
 - (iii) (E)ETS agreement.

21.2. To the extent that a translation of this EETS Domain Statement or the (E)ETS Agreement is available, in case of inconsistency between the Dutch EETS Domain Statement and (E)ETS Agreement on the one hand and a translation of the EETS Domain Statement and (E)ETS Agreement on the other hand, the Dutch EETS Domain Statement and (E)ETS Agreement shall prevail over a translation thereof in any other language.

22. Waiver of right of suspension and right of set-off

The (E)ETS provider shall not be entitled to suspend, on any grounds whatsoever, its obligations arising from, or related to, this EETS Domain Statement and the (E)ETS Agreement in whole or in part, or to set off claims against the Toll charger in any way against what the (E)ETS provider owes to the Toll charger. Without prejudice to the first sentence, this shall apply in particular to the EETS provider's obligations to collect tolls and pay them to the Toll charger without delay, in full. As far as legally possible, the EETS provider irrevocably and unconditionally waives its rights of suspension and set-off.

23. VAT and indexation

All amounts mentioned in this EETS Domain Statement and in the (E)ETS Agreement are excluding VAT and are indexed annually on January 1st according to the indexation formula referred to in Article 1, unless explicitly stated otherwise in this EETS Domain Statement in a specific case.

24. Competent court and applicable law

- 24.1. Only Dutch law applies to this EETS Domain Statement and the (E)ETS Agreement, therefore it is with the explicit exclusion of rules of private international law, including the Vienna Sales Convention.
- 24.2. Disputes concerning this EETS domain statement or the (E)ETS agreement shall be brought before the competent court in The Hague, without prejudice to the right of EETS providers and the Toll charger to appeal to the Conciliation Body, which is competent under Article 38(1) of the EETS Directive Implementation Act to intervene in disputes between the Toll charger and EETS providers concerning their contractual relationship or negotiations and shall give its opinion thereon within six months of receipt of the request for mediation.

25. Annexes

The following annexes attached to this EETS Domain Statement form an integral part of this EETS Domain Statement:

- I Model (E)ETS agreement;
- II Model bank guarantee;
- III Testing process accreditation;
- IV Data protection;
- V Intellectual property rights;
- VI Risk management, data management, information security and

assurance statement;
VII Key performance indicators.

Part 2 Procedural conditions

Section 2.1 Obligations of (E)ETS provider

26. Service agreement between (E)ETS provider and holders

- 26.1. The candidate (E)ETS provider or the (E)ETS provider shall enter into a service agreement with each holder to whom it will provide electronic toll services that are in accordance with Article 8b, third paragraph, of the Wet TTH, the EETS Directive Implementation Act, this EETS Domain Statement and the (E)ETS Agreement. A service agreement for the purpose of providing services in the EETS domain Blankenburgverbinding will under no circumstances enter into force before the candidate (E)ETS provider has obtained a certificate of accreditation.
- 26.2. The (E)ETS provider shall explicitly inform the holder, prior to entering into the service agreement, with which legal entity the holder will be entering into a service agreement with.
- 26.3. The (E)ETS provider shall inform the holder, prior to entering into the service agreement, about the laws and regulations concerning the Toll Collection System in the EETS domain Blankenburgverbinding, with due observance of Article 29, second paragraph of the EETS Directive Implementation Act.
- 26.4. The (E)ETS provider shall unambiguously inform contracted holders how they can invoke their data protection rights.
- 26.5. The (E)ETS provider shall inform contracted holders about new or changed toll rates no later than 10 days before they enter into force. The (E)ETS provider shall further inform the Toll charger of how and when it has informed contracted holders of new or changed toll rates.
- 26.6. The (E)ETS provider shall provide an invoice with its own name and charge its contracted holders in accordance with Article 8b of the Wet TTH.
- 26.7. The (E)ETS provider shall not provide discounts or give the impression of providing discounts of the toll rate to be paid by a contracted holder.
- 26.8. The (E)ETS provider shall make his policy about service agreements with holders, public via electronic means, by publishing it on its website.
- 26.9. The (E)ETS provider shall maintain a customer service for all its contracted holders, including a complaint handling procedure as referred to in Article 8b, third paragraph, sub d, of the Wet TTH.

- 26.10. The complaints handling procedure referred to in Article 26.9 shall in any case provide for the substantive handling of complaints about the invoice and the toll rate applied.
- 26.11. For the purpose of handling a complaint from a contracted holder, the (E)ETS provider may request photo material of passages from the Toll charger through a vehicle passage photo request.

27. Cooperation between (E)ETS provider and Toll charger

- 27.1. The (E)ETS provider shall cooperate with the Toll charger to ensure that the Wet TTH, the EETS Directive Implementation Act and related laws and regulations are complied with by the contracted holders and to identify, in accordance with Article 33 of the EETS Directive Implementation Act, the relevant holder in case of non-compliance. To this end, the Toll charger may request data from the (E)ETS provider, which may include at least:
 - (i) verification of correct payments;
 - (ii) detection and prevention of fraud;
 - (iii) answering third-party questions about the EETS domain Blankenburgverbinding or the implementation of toll within it.
- 27.2. If non-payment of toll by a holder referred to in Articles 1 and 33 of the EETS Directive Implementation Act is suspected or has been noticed, or if an enforcement procedure is initiated against a holder for non-compliance with laws and regulations, the (E)ETS provider is obliged to assist the Toll charger at first request by providing data concerning the holder and the motor vehicle involved in the suspected or noticed non-payment, including in any case:
 - (i) answering whether the relevant holder has entered into a service agreement with the (E)ETS provider;
 - (ii) providing the name, address and residence or registered office of the contracted holder;
 - (iii) providing details of the relevant motor vehicle;
 - (iv) if applicable, the reasons for suspension or termination of the service agreement with that contracted holder.

28. Message exchange between Toll charger and (E)ETS provider

- 28.1. The (E)ETS provider shall be able to send from its back office the following messages to the Toll charger's back office and receive from the Toll charger's back office, respectively, in accordance with this Article 28 and Articles 29 up to and including 31 of this EETS Domain Statement:

- (i) sending to the Toll charger a customer list referred to in Article 29 listing the contracted holders in respect of whom there is a valid service agreement ("ExceptionList - whitelist");
 - (ii) sending to the Toll charger a customer list referred to in Article 29, listing the holders in respect of whom there is no valid service agreement ("ExceptionList - blacklist");
 - (iii) receiving from the Toll charger of a passage record ("BillingDetails") referred to in Article 30, and sending to the Toll charger an acknowledgment of receipt thereof;
 - (iv) receiving from the Toll charger a payment request ("PaymentClaim") referred to in Article 30, and sending to the Toll charger an acknowledgment of receipt thereof;
 - (v) sending to the Toll charger a correction request for disputing a billed vehicle passage in response to a complaint from a (contracted) holder to the (E)ETS provider ("Correction Request");
 - (vi) receiving from the Toll charger a response to the Correction Request with a positive or negative opinion ("Correction Request Response");
 - (vii) Requesting from the Toll charger information about a specific vehicle passage at the request of and with the consent of the contracted holder ("Vehicle Passage Information");
 - (viii) receiving information from the Toll charger about when the EETS domain Blankenburgverbinding is (temporarily) exempted from tolls and about when tolls will be reinstated ("Domain Exemption").
- 28.2. The (E)ETS provider shall ensure that systems and interfaces, even where not specifically prescribed in this (E)ETS Domain Statement, use open standards for data exchange between the back offices of the (E)ETS provider and the Toll charger.

29. Electronic customer list to be maintained by (E)ETS provider

- 29.1. The (E)ETS provider shall prepare, change and maintain an electronic customer list and transmit the customer list to the Toll charger in accordance with this Article 29 and the requirements referred to in Article 31.
- 29.2. The customer list shall contain at least the following information on service agreements:
- (i) Number plate and country code of the contracted holder's motor vehicle;
 - (ii) identification of the service agreement and the contracted holder;

(iii) validity of the service agreement.

- 29.3. Validity of the service agreement means the status, whether the service agreement has been entered into force, modified, terminated, suspended or the suspension has ended.
- 29.4. The (E)ETS provider shall send the customer list to the Toll charger immediately after the start of service. The (E)ETS provider shall send changes to the customer list to the Toll charger immediately during the provision of service.
- 29.5. The (E)ETS provider guarantees the continuous accuracy and completeness of the customer list.
- 29.6. When the customer list is not received or not properly received by the Toll charger, the (E)ETS provider shall, at the request of the Toll charger, resend the customer list for a period of thirty days, prior to the request, to the Toll charger within one day of the request.
- 29.7. The Toll charger shall use the last received customer list from the (E)ETS provider and shall use the latest received service agreement, in accordance with Article 8e, second paragraph, Wet TTH.

30. Passage record, payment request and correction request

- 30.1. The Toll charger shall send a daily passage record per motor vehicle and for each individual passage over a road section where toll is charged within the EETS Domain Blankenburgverbinding, to the (E)ETS provider with whom a service agreement has been entered into for the relevant number plate, in order to comply with Article 8e, second paragraph of the Wet TTH. Each passage record shall contain a unique identification and shall state the passage of a motor vehicle over a road section where toll is charged within the EETS Domain Blankenburgverbinding, the number plate and the toll rate charged.
- 30.2. The Toll charger shall send a daily payment request to the (E)ETS provider. Each payment request contains a unique identifier and lists the identifiers of the passage records per day of number plates for which a service agreement has been entered into with the relevant (E)ETS provider.
- 30.3. The (E)ETS provider shall check the passage records and the payment request and acknowledge their receipt to the Toll charger, in accordance with the procedures for doing so pursuant to the applicable requirements in Article 31.
- 30.4. To address a complaint from a contracted holder about the toll charged, the (E)ETS provider may submit a correction request to the Toll charger, in accordance with the message specification document as published on the Toll charger's website (www.e-tol.nl). The Toll charger shall assess the correction request and if the correction request is justified, send a new, corrected passage record and a new corrected payment request.

31. Requirements

- 31.1. In performing its obligations under this EETS Domain Statement and the (E)ETS Agreement, the (E)ETS provider shall comply with laws and regulations, this EETS Domain Statement, the (E)ETS Agreement and requirements, norms and standards, as contained in this Article 31 and the Annexes of this EETS Domain Statement.
- 31.2. The (E)ETS provider shall comply with the data protection provisions set out in Annex IV of this EETS Domain Statement.
- 31.3. The (E)ETS provider shall comply with the intellectual property rights provisions set out in Annex V of this EETS Domain Statement.
- 31.4. The (E)ETS provider shall comply with the risk management, data management, information security and the assurance statement provisions set out in Annex VI of this EETS Domain Statement and shall have a certification under NEN-EN-ISO/IEC 27001:2017 or an equivalent certification. With the Toll charger's consent, the (E)ETS provider may deviate from the aforementioned standards in parts.
- 31.5. Data exchange between the (E)ETS provider and the Toll charger shall be in accordance with
 - (i) CEN/TS 16986:2016/C1:2017;
 - (ii) the message specification document as published on the Toll charger's website (www.e-tol.nl);
 - (iii) the Toll interface specifications document and the XSD document as provided to the (E)ETS provider as part of the Practical Information Accreditation and Toll service provision (PIAT); and
 - (iv) Annexes IV to VI of this EETS Domain Statement.
- 31.6. The (E)ETS provider shall design its systems in such a way that a differentiation of the toll rate in at least ten different categories can be used (rate category). A tariff category may, for example, be based on (a combination of) vehicle characteristics such as maximum permitted mass, Euro emission class or the method for payment of the toll.
- 31.7. Article 16 shall apply mutatis mutandis if
 - (i) a new or amended version of a norm or standard mentioned in this EETS Domain Statement (e.g. NEN, ISO) becomes available and the (E)ETS provider must comply with the relevant new or amended version;
 - (ii) one or more of the documents mentioned in Article 31.5, parts (ii) and (iii), are amended.

32. Key performance indicators

- 32.1. The (E)ETS provider shall comply with the key performance indicators set out in Annex VII of this EETS Domain Statement.
- 32.2. In the event that the (E)ETS provider fails to meet one or more of the key performance indicators, a performance discount of € 2,500 per key performance indicator and per event will be applied to the total remuneration referred to in article 36.1, except where the failure to meet the key performance indicators is the result of force majeure or a failure attributable to the Toll charger. The performance discount shall not exceed € 2,500 per quarter.
- 32.3. The conditions set out in article 32.2 shall be due without prior notice of default. In addition to this performance discount, the Toll charger can claim damages from the (E)ETS provider due to the (E)ETS provider's failure to meet the key performance indicators, if and insofar as the actual damages suffered by the Toll charger exceed the amount of the performance discount. The aforementioned performance discount shall also be without prejudice to the Toll charger's other rights, including the right to suspend its obligations in relation to other failures by the (E)ETS provider, other than the failure to meet the key performance indicators.
- 32.4. The (E)ETS provider shall implement actions to measure the key performance indicators in an appropriate and verifiable manner and to demonstrate that its services meet the key performance indicators referred to in this Article 32 and Annex VII of this EETS Domain Statement.

Section 2.2 Commercial terms and conditions

33. Payment of toll to the Toll charger

- 33.1. The EETS provider is obliged to remit the toll calculated under Article 30 to the Toll charger on behalf of a contracted holder for the period during which there is a valid service agreement with that contracted holder. That is, the period during which the service agreement is legally in force and has not been suspended or terminated, whereby this period:
 - (i) starts when the (E)ETS provider has notified the validity of the service agreement to the Toll charger on the customer list referred to in Article 28; and
 - (ii) ends when the (E)ETS provider has reported the invalidity of a service agreement due to termination to the Toll charger on the customer list referred to in Article 28.
- 33.2. The (E)ETS provider shall have the payment obligation referred to in Article 33.1, regardless of whether the contracted holder has remitted

the toll calculated by the Toll charger to the (E)ETS provider. Any shortcomings of contracted holders towards the (E)ETS provider, including failure to fulfil their payment obligation towards the (E)ETS provider, shall be solely the responsibility and risk of the (E)ETS provider.

- 33.3. The (E)ETS provider shall pay the full amount due pursuant to a payment request to the Toll charger, within a period of four weeks after receiving the relevant payment request referred to in Article 2d of the Regulation on Temporary Toll Collection Blankenburgverbinding and ViA15 (Regeling TTH).
- 33.4. The incompleteness or inaccuracy of a passage record or payment request referred to in Article 30, does not exempt the (E)ETS provider from the obligation to promptly:
 - (i) remit the amount of toll due to the Toll charger, to the extent that the incompleteness or inaccuracy of the passage record, or payment request, does not pertain to the amount due; or
 - (ii) upon rectification of the incompleteness or inaccuracy, insofar as it does pertain to the amount due, pay the full amount due.

34. Late payment by the (E)ETS provider

- 34.1. If the (E)ETS provider does not pay the amounts mentioned in the payment request within the period mentioned in Article 33.3, then the Toll charger is entitled, from three days after the expiry of the aforementioned deadline, without prior notice of default, to charge the (E)ETS provider the statutory commercial interest, as referred to in Article 119a of Book 6 of the Dutch Civil Code, relating to the amount in question or to set it off against the fee, as referred to in Article 36. The statutory commercial interest shall be calculated on a monthly basis.
- 34.2. In the event of failure to pay the toll within the period specified in Article 33.3, the Toll charger may have the relevant amount of toll due paid out under the bank guarantee as referred to in Article 35.

35. Bank guarantee toll revenue

- 35.1. Within 14 days of obtaining the certificate of accreditation and thereafter as often as required by this EETS Domain Statement or the (E)ETS Agreement, the (E)ETS provider shall provide, as security for its payment obligations to the Toll charger, an abstract, irrevocable and unconditional bank guarantee, payable to the Toll charger at its first request and issued by a credit institution of a Member State of the European Union with at least an A rating (Standard & Poor's) or an A2 rating (Moody's) or equivalent, according to the rating system set out in Annex II of this EETS Domain Statement.

- 35.2. The amount of the bank guarantee shall be equal to the total amount of the toll, plus interest, that the (E)ETS provider is expected to pay to the Toll charger on average per month during the calendar year, or the remaining part thereof, in which the (E)ETS agreement is signed. The Toll charger shall determine this amount taking into account the number of contracted holders and the toll expected to be paid in that respect according to the estimates in the (E)ETS provider's service plan referred to in Article 43.1, part (i).
- 35.3. Notwithstanding the provisions of Article 35.2 if a new (E)ETS agreement is signed with an (E)ETS provider that also had an (E)ETS agreement in the entire previous calendar year, the amount of the bank guarantee is equal to the total amount of the toll, plus interest, that the (E)ETS provider had to pay to the Toll charger on average per month in the previous calendar year.
- 35.4. The validity of the bank guarantee does not end before 31 January of the calendar year following the calendar year in which it was issued, so that if the bank guarantee comes into effect in calendar year x, it can be withdrawn until at least 31 January of year x+1.
- 35.5. Before 15 October of each calendar year, the (E)ETS provider shall provide the Toll charger with a statement of the total amount of the toll, plus interest, that the (E)ETS provider was required to pay to the Toll charger on average per month in the period up to and including 1 October of the relevant calendar year, with an estimate of the average amounts to be paid per month in October, November and December of the same calendar year.
- 35.6. On the basis of the information provided in Article 35.5, the Toll charger shall determine the amount of the bank guarantee to be provided by the (E)ETS provider by 1 January of the following calendar year at the latest. The amount of the bank guarantee shall be equal to the total amount of toll, plus interest, the (E)ETS provider had to pay to the Toll charger on average per month in the preceding calendar year. The Toll charger shall communicate the amount so determined to the (E)ETS provider within one month of receiving the information referred to in Article 35.5.
- 35.7. No later than 1 January of each calendar year in which the (E)ETS Agreement is in force, the (E)ETS provider shall provide a bank guarantee that meets the requirements of Articles 35.1 and 35.4 and the amount of which is determined in accordance with Article 35.6. If the Toll charger has not determined the amount of the bank guarantee in accordance with Article 35.6, the (E)ETS provider shall determine the amount of the bank guarantee itself on the basis of the information referred to in Article 35.5. This does not affect the (E)ETS provider's obligation to provide information referred to in Article 35.10.
- 35.8. If the (E)ETS provider does not provide the bank guarantee in accordance with the provisions of Article 35.7, the Toll charger may

give written notice to the (E)ETS provider to fulfil its obligations within ten days. If the (E)ETS provider does not provide the required bank guarantee within this period, the Toll charger is entitled to withdraw the full amount of any bank guarantee previously provided by the (E)ETS provider and to offset claims referred to in Article 35.11 against it. Offsetting is without prejudice to other actions and legal measures available to the Toll charger.

- 35.9. Within fourteen days after the expiry of a period of three months and within fourteen days after the expiry of a period of six months after issuance of the certificate of accreditation, the (E)ETS provider shall provide an overview of the total amount of the toll, plus interest, that the (E)ETS provider had to pay to the Toll charger on average per month for the period from entry into force of the (E)ETS Agreement until the expiry of the period of three or six months as referred to in the first sentence of this Article 35.9. If the total amount of the toll, plus interest, which the (E)ETS provider had to pay to the Toll charger on average per month during the relevant period is 10% or € 50,000 or more higher than the amount of the bank guarantee then in force, the Toll charger may require the (E)ETS provider to provide a new bank guarantee within fourteen days that meets the requirements of Articles 35.1 and 35.4 and the amount of which is determined in accordance with the provisions of Article 35.6. If the (E)ETS provider does not comply with this, Article 35.8 shall apply accordingly. If the abovementioned average monthly amount is 10% or more lower than the amount of the applicable bank guarantee, the (E)ETS provider may issue a new guarantee that meets the requirements of Articles 35.1 and 35.4 and the amount of which is determined in accordance with the provisions of Article 35.6. Under no circumstances shall the applicable bank guarantee end before the new guarantee is made in accordance with these requirements.
- 35.10. The (E)ETS provider shall provide the Toll charger with all information necessary to determine the amount of the bank guarantee in a timely manner. If the (E)ETS provider does not provide complete, correct information despite repeated requests by the Toll charger to do so, the Toll charger shall unilaterally determine the amount of the bank guarantee.
- 35.11. The Toll charger may draw under the bank guarantee any amount receivable from the (E)ETS provider under, or in connection with, this EETS Domain Statement or the (E)ETS Agreement. The Toll charger may make such withdrawals without any notice, summons or similar declaration, except in cases where this EETS Domain Statement or the (E)ETS Agreement states otherwise. If the Toll charger makes any withdrawal from a bank guarantee, the (E)ETS provider shall, within ten days of such a withdrawal, provide a new bank guarantee that complies with Articles 35.1 and 35.4 and the amount of which is determined in accordance with the provisions of Article 35.6. Article 35.8 shall apply mutatis mutandis. Only at the time this new guarantee is issued will the bank guarantee under which a withdrawal was made

be allowed to end.

- 35.12. If the Toll charger withdraws foregone tolls from the bank guarantee and this foregone toll are subsequently paid to the Toll charger by the (E)ETS provider, the amount equal to these tolls recovered minus interest shall be refunded to the (E)ETS provider within a period of fifty days from the receipt of payment by the Toll charger.
- 35.13. Upon termination of the (E)ETS agreement, the Toll Charger may withdraw all that it is due from the (E)ETS provider under the bank guarantee. After the Toll charger has made that withdrawal, the Toll charger shall, within 14 days of a written request by the (E)ETS provider to the issuer, declare in writing that the bank guarantee has ended and return the original of the bank guarantee to the issuer.

36. Remuneration to (E)ETS provider

- 36.1. The Toll charger shall pay remuneration to the (E)ETS provider for the services provided by the (E)ETS provider to the Toll charger, consisting of the following components:
 - (i) a one-off fixed fee in the amount of € 10,000, payable after the end of the first quarter after the start of the service of the (E)ETS provider;
 - (ii) a periodic fixed fee of € 2,500 per quarter after the start of services, payable after the end of the relevant quarter;
 - (iii) a periodic variable fee of 2.5% of the amount of toll revenue actually remitted to the Toll charger in the previous quarter, payable after the end of the quarter in question.
- 36.2. The remuneration referred to in Article 36.1, section (i), is payable by the Toll charger to the (E)ETS provider only if the (E)ETS provider in the first quarter after the start of service has remitted a total of € 10,000 or more in tolls over the aforementioned quarter to the Toll charger.
- 36.3. The fee referred to in Article 36.1, section (ii), is payable by the Toll charger to the (E)ETS provider only if
 - (i) the (E)ETS provider claims the variable fee referred to in Article 36.1, section (iii); and
 - (ii) the fee referred to in Article 36.1, section (iii), cumulative over the relevant quarter on which the fee referred to in Article 36.1, section (iii) refers to, is equal to or exceeds € 10,000.
- 36.4. The total fee referred to in Article 36.1 shall be reduced, as applicable, by the performance discount referred to in Article 32.2, and the penalty interest referred to in Article 34.1.

36.5. The fee referred to in Article 36.1, section (iii), shall not be indexed.

36.6. An amendment to this Article 36, does not apply to an (E)ETS provider with whom an (E)ETS Agreement has been entered into no more than three years prior to the relevant modification, unless the relevant modification leads to an increase of the remuneration referred to in Article 36.1. The previous sentence does not apply if a change in this Article 36 is the result of a change in laws and regulations. The exception pursuant to this Article 36.6, expires on January 1st of the calendar year in which three years have passed after the signing of the (E)ETS agreement.

37. Billing

After payment of the remuneration referred to in Article 36, has become due, the (E)ETS provider may send a digital invoice for the relevant amount to the Toll charger for payment of the relevant remuneration.

Part 3 Accreditation

38. Accreditation

The candidate (E)ETS provider fulfils the requirements for obtaining a certificate of accreditation referred to in Article 45 when:

- (i) a candidate EETS provider is registered as referred to in Article 4 of the EETS Directive. The Toll charger shall verify the registration;
- (ii) the final service plan submitted by the candidate (E)ETS provider has been assessed as complete by the Toll charger;
- (iii) the (E)ETS provider and the Toll charger have entered into an (E)ETS agreement; and
- (iv) the tests referred to in Article 44 have been successfully completed by the candidate (E)ETS provider.

39. Disclosure of interest

- 39.1. Prior to applying for accreditation, a candidate (E)ETS provider shall express its interest via the interest form on the Toll charger's website (www.e-tol.nl).
- 39.2. Following the expression of interest by a candidate (E)ETS provider, the Toll charger shall invite the candidate (E)ETS provider for an interest meeting.
- 39.3. Following the interest meeting and after signing a non-disclosure agreement, the candidate (E)ETS provider will receive from the Toll charger the Practical Information Accreditation and Toll service provision (PIAT), consisting of
 - (i) the Toll interface specifications document;
 - (ii) the XSD document;
 - (iii) the contact details of one or more representatives of the Toll charger for accreditation purposes;
 - (iv) the payment information for paying the costs for the accreditation process referred to in Article 42; and
 - (v) payment information for the purposes of payment of tolls by the (E)ETS provider to the Toll charger referred to in Article 33.

40. Application for accreditation

- 40.1. A candidate (E)ETS provider shall apply for accreditation via the Toll charger's website (www.e-tol.nl).
- 40.2. When applying, the candidate (E)ETS provider shall provide the following information in Dutch or English:
 - (i) if it is an EETS provider, the certificate of registration referred to in Article 4 of the EETS Directive;
 - (ii) A draft service plan for the provision of toll services in the EETS domain Blankenburgverbinding subject to Article 43 and according to the format available for this purpose via the Toll charger's website (www.e-tol.nl);
 - (iii) an agreement to this Article 40; and
 - (iv) the contact details of a representative of the candidate (E)ETS provider for the purpose of communicating about the accreditation.
- 40.3. Upon receipt of application for accreditation from a candidate (E)ETS provider:
 - (i) the Toll charger shall assess whether the notification contains all the information referred to in Article 40.2;
 - (ii) the Toll charger shall acknowledge receipt of the complete application for accreditation; and
 - (iii) the Toll charger shall invite the candidate (E)ETS provider for a meeting leading up to signing the (E)ETS agreement and determining the schedule and duration of accreditation.
- 40.4. If the notification does not contain all of the items listed in Article 40.2, the Toll charger shall give the candidate (E)ETS provider the opportunity to complete the data within a period of 14 days. If within this period the data has not been completed as requested by the Toll charger, the Toll charger shall disregard the notification.
- 40.5. If, during the meeting referred to in Article 40.3, section (iii), the Toll charger requests completion of the data submitted by the (E)ETS provider during accreditation, the Toll charger shall give the candidate (E)ETS provider the opportunity to supplement the data within fourteen days. If the data has not been completed in accordance with the Toll charger's request within this period, the Toll charger will ignore the application.

41. Indicative duration of accreditation

The indicative duration of the accreditation process is three to five months from the date of confirmation by the Toll charger of receipt of the complete application for accreditation by the candidate (E)ETS provider. No rights can be derived from this indication.

42. Cost of accreditation

- 42.1. For the accreditation components listed below, the following costs apply to the candidate (E)ETS provider:

(a) Back office conformity	€ 2,500
(b) Back office interfaces	€ 7,500
Total	€ 10,000

- 42.2. The candidate (E)ETS provider shall comply with the requirements set out in Article 42.1 in one lump sum to the Toll charger no later than 14 days and prior to the start of accreditation. Upon receipt of the payment by the Toll charger, the Toll charger shall invite the candidate (E)ETS provider to start the accreditation.

- 42.3. In case of application of Article 44.4, the candidate (E)ETS provider shall again pay the costs for the relevant accreditation part that needs to be re-run to the Toll charger prior to the start of the accreditation part.

- 42.4. If the candidate (E)ETS provider withdraws from the accreditation process, it shall notify the Toll charger in writing. The candidate (E)ETS provider shall not be entitled to a refund of the accreditation fee paid to the Toll charger.

43. Service plan

- 43.1. The service plan shall include at least the following information on the period from notification by the relevant candidate (E)ETS provider to two years after the anticipated start of service provision:

- (i) the expected number of passages per year by motor vehicles of all holders to which the candidate (E)ETS provider expects to offer toll services in the EETS domain Blankenburgverbinding, including existing or future service agreements in the EETS domain Blankenburgverbinding;
- (ii) a description of the candidate (E)ETS provider's existing back office system, including the implementation of CEN/TS 16986:2016/C1:2017, the hosting and the implementation of

any other interfaces with the Toll charger back offices. This should also describe any planned updates to implement the Blankenburgverbinding Toll System, as well as any other updates planned during the accreditation testing process for other toll systems;

- (iii) a description of any testing facilities available to the candidate (E)ETS provider for the purpose of completing the tests referred to in Article 44;
- (iv) a test plan, containing a description of the manner and schedule by which the candidate (E)ETS provider will carry out the tests referred to in Article 44 and a description of the roles and responsibilities of the candidate (E)ETS provider;
- (v) where applicable, indication of whether and, if so, which of the conditions set out in Article 44 have been successfully passed previously by the candidate (E)ETS provider, in which case the test results shall be provided to the Toll charger. The candidate (E)ETS provider shall include an explanation, in writing, thereby explaining why a previously completed test would eliminate or reduce the need for retesting for the purpose of the Blankenburgverbinding Toll System;
- (vi) an organisation chart of the candidate (E)ETS provider's own organisation not older than one month showing, as far as applicable, the cooperation of the (E)ETS provider within a group or with other legal entities for the provision of services in the EETS domain Blankenburgverbinding;

43.2. In addition to the information referred to in Article 43.1, the service plan of a candidate ETS provider shall contain at least the following information covering the period from the notification by the candidate ETS provider concerned until two years after the anticipated start of service:

- (i) A detailed description of the candidate ETS provider's knowledge and skills with electronic toll services or competence in other domains relevant to the intended service over the last three financial years;
- (ii) the latest annual report and annual accounts, which are not older than two years, of the candidate ETS provider or, where applicable, of the entity that is the financial guarantor as well as, where Article 393 of Book 2 of the Civil Code applies, the auditor's report referred to in Article 393(5) and (6) of Book 2 of the Civil Code;
- (iii) a letter of intent issued by a credit institution of a European Union Member State with at least an A rating (Standard & Poor's) or an A2 rating (Moody's) or equivalent, showing that the candidate

ETS provider will receive a bank guarantee as referred to in Article 35 of this EETS Domain Statement; and

- (iv) an EN ISO 9001 certificate awarded to the candidate ETS provider or a copy of an equivalent accreditation with proof of registration of the certifying body and a comparison between the requirements set out in EN ISO 9001 and the equivalent accreditation.
- 43.3. The candidate (E)ETS provider shall submit a final service plan to the Toll charger no later than 14 days prior to the signing of the (E)ETS agreement.
- 43.4. If the final service plan includes all the elements mentioned in Article 43.1 and, where applicable, Article 43.2, the Toll charger shall confirm this in writing to the candidate (E)ETS provider. The candidate (E)ETS provider cannot start with the execution of the tests referred to in Article 44 before the Toll charger has issued this written confirmation.
- 43.5. At a reasonable time set by the Toll charger in the (E)ETS Agreement, the candidate (E)ETS provider shall submit an updated service plan, which includes all the elements mentioned in Article 43.1, and where applicable Article 43.2, are updated.

44. Testing

- 44.1 The candidate (E)ETS provider must complete the following tests for the purpose of accreditation, applying Annex III of this EETS domain statement:
 - (i) submission of a test plan for assessment by the Toll charger, in accordance with the template made available for this purpose on the Toll charger's website (www.e-tol.nl);
 - (ii) conformity tests, consisting of:
 - 1) determining the back office conformity by the Toll charger.
 - (iii) compatibility tests, consisting of:
 - 2) Conducting several interface tests with the back office of the candidate (E)ETS provider.
- 44.2 To the extent that the candidate (E)ETS provider has provided information when applying for accreditation on the extent to which the requirements in Article 44.1 have previously been successfully completed, the Toll charger shall assess, on the basis of the test results previously obtained, the need to complete the tests referred to in Article 44.1 again. If the Toll charger considers that there is no need to retest, it shall communicate this in writing to the (E)ETS provider.
- 44.3 The candidate (E)ETS provider and the Toll Charger may, by mutual

agreement, decide on a different order and schedule of the testing process than the order included in Article 44.1 and Annex III of this EETS Domain Statement, to allow multiple candidate (E)ETS providers to go through the testing process in parallel.

- 44.4 If, in the opinion of the Toll charger, a candidate (E)ETS provider does not successfully complete one of the tests referred to in Article 44.1 in accordance with the test schedule in the service plan referred to in Article 43.1, section (iv) and the test plan referred to in Article 44.1, section (i), then
- (i) the candidate (E)ETS provider must retake all or part of the relevant test. The Toll Charger shall determine which tests or parts thereof the candidate (E)ETS provider must retake; and
 - (ii) the Toll Charger may, if and to the extent necessary in the Toll charger's opinion, unilaterally modify the test schedule pursuant to the service plan referred to in Article 43.1, section (iv), and the test plan referred to in Article 44.1, section (i).

45. Certificate of accreditation

Within fourteen days after the Toll charger considers that the candidate (E)ETS provider meets the requirements for accreditation referred to in Article 38, it shall be accredited as an (E)ETS provider. In confirmation thereof, the Toll charger shall issue a written certificate of accreditation to the (E)ETS provider.

Part 4 Toll context data

46. EETS domain Blankenburgverbinding and motor vehicles subject to tolls

The holder of a motor vehicle referred to in Article 1 of the Wet TTH is liable to pay toll for passing with that motor vehicle a road section or part of a road section within the EETS domain Blankenburgverbinding.

47. Technology used

When a motor vehicle passes a road section or part of a road section within the EETS domain Blankenburgverbinding, the Toll charger shall record and process data, in accordance with Article 4 and Article 4a of the Wet TTH, relating to the passage of that motor vehicle using *automatic number-plate* recognition (ANPR) technology.

48. Toll principles and motor vehicle classification parameters

The amount of the applicable toll rate depends on the maximum permissible weight in kilograms of the vehicle, referred to in Article 2 of the Regeling TTH.