

STRICTLY CONFIDENTIAL - LEGAL PRIVILEGE

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

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

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

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

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

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

## 1 BACKGROUND

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

## 2 DEFINITIONS

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

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

"**Addendum**" means this Addendum, describing the specific obligations applicable for the EETS Provider during accreditation to the Danish Kilometer Tolling Scheme.

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

"**Change Request**" shall have the meaning ascribed in Clause 9.2.

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

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

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

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

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

"**Term**" shall the meaning ascribed in Clause 7.1.1.

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

### 3 INTRODUCTION AND SCOPE OF THIS ADDENDUM

- 3.1 The purpose of this Addendum is to set out additional terms and conditions to the Agreement pertaining to the EETS Provider during the Accreditation Procedure to the KmToll Scheme.
- 3.2 During the Accreditation Procedure, the EETS Provider shall successfully complete the Project Requirements. The Project Requirements are described in Clause 5 of this Addendum and further detailed in the following Annexes under the EETS Domain Statement:
- (i) requirements regarding the Accreditation Procedure and documentation to be provided by the EETS Provider as set out in Annex C (Accreditation Procedure);
  - (ii) requirements regarding testing as set out in Annex H (Testing);
- 3.3 The Project Requirements shall be completed by the EETS Provider in accordance with the Time Schedule set out in Clause 5.1.
- 3.4 The terms and conditions described in this Addendum are valid from the time when signature of the Addendum has been obtained by both Parties (the "**Effective Date**") and until the date when the Toll Charger has approved in writing that the EETS Provider has successfully completed the Project Requirements (the "**Operation Date**").
- 3.5 The provision of the Services by the EETS Provider shall commence on the Delivery Date according to the time schedule of the Accreditation Procedure described in Annex C (Accreditation Procedure).

#### **This Addendum and the Agreement**

- 3.6 The EETS Provider shall conclude both the Agreement and this Addendum at the same time to initiate the Accreditation Procedure. The Addendum regulates the EETS Provider's obligations during the Accreditation Procedure.
- 3.7 Between the provisions of the Agreement and this Addendum, it shall apply that the provisions of the Agreement shall remain in force and apply for this Addendum, and hence only be extended by the provisions in this Addendum. In the event of any discrepancy between the Agreement and the Addendum, the provisions of the Addendum shall take precedence in relation to the EETS Provider's obligations during the Accreditation Procedure and the Project Requirements covered by this Addendum.
- 3.8 At the time of the Operation Date the Addendum will expire, and the provisions in the Agreement will solely apply between the Parties.

#### **The Addendum and the EETS Domain Statement**

- 3.9 In the event of any inconsistency between the provisions of the Addendum and the EETS Domain Statement, the provisions of the Addendum shall prevail.
- 3.10 The Toll Charger may experience a necessity to make changes or modifications in the already described technical requirements and procedures in the EETS Domain Statement that will have an effect on the Addendum. The EETS Provider accepts that changes and/or modifications will be made to the EETS Domain Statement as a part of the Accreditation Procedure and shall loyally participate in the implementation of these changes and modifications.
- 3.11 The Toll Charger undertakes to inform the EETS Provider with sufficient notice of any changes and/or updates to the EETS Domain Statement and/or the Annexes under the EETS Domain Statement. In addition, the EETS Provider is obliged to keeping itself informed of any change and/or updates.

## 4 PARTICIPATION FEE

- 4.1.1 The EETS Provider will be charged a one-time participation fee of **DKK 500,000** excl. VAT. The participation fee covers payment for time and resources provided by the Toll Charger.
- 4.1.2 The Toll Charger shall forward an invoice to the EETS Provider for the amount of the participation fee. The EETS Provider must pay the Toll Charger the participation fee no later than thirty (30) Business Days after the EETS Provider has received the invoice from the Toll Charger.
- 4.1.3 The Toll Charger reserves the right to not initiate activities under this Addendum before payment is received from the EETS Provider.
- 4.1.4 The participation fee is non-refundable and shall not be subject to reduction or repayment, in whole or in part, regardless of whether this Addendum is terminated for convenience or for cause by either Party. Notwithstanding the foregoing, if the Toll Charger terminates this Addendum for convenience earlier than sixty (60) Business Days after the Toll Charger's signing of this Addendum, the participation fee shall be refunded to the EETS Provider in full.

## 5 PROJECT REQUIREMENTS

### 5.1 Time Schedule

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

The following Phases apply for the Accreditation Procedure:

- (i) Phase 1: Application and evaluation
- (ii) Phase 2: Contract signature
- (iii) Phase 3: Preparation of test
- (iv) Phase 4: Suitability for use test
- (v) Phase 5: Pilot Operation

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

- 5.1.3 If the EETS Provider is in delay according to the Time Schedule and/or is not able to successfully complete a Phase, the EETS Provider shall follow the procedure described in Clause 6. In this regard, the Toll Charger reserves the right to terminate for cause, cf. Clause 7.3.
- 5.1.4 The Toll Charger may impose changes to the EETS Domain Statement during the Accreditation Procedure. If such changes affect the EETS Provider's ability to meet already agreed deadlines, Phases, or the Time Schedule in general the Parties must loyally cooperate to find a reasonable solution.

### 5.2 Project management and governance

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

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

### 5.3 Testing

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

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

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

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

5.3.5 If a test is not passed, the EETS Provider is entitled and obliged to repeat the test in accordance with Annex H (Testing). The Toll Charger's right to terminate the Addendum for cause in case of failed test(s) is set out in Clause 7.3. Unless the Addendum is terminated, the test must be repeated which is subject to no less than seven (7) Business Days' prior notice from the EETS Provider or otherwise agreed between the Parties.

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

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

### 5.4 Retest Fee

5.4.1 The first two attempts of each test shall be covered by the participation fee, cf. Clause 4.1.1, and shall not independently trigger any additional payment obligation.

5.4.2 A Retest Fee of DKK 75,000 per attempt ("Retest Fee") shall only become payable if a test has to be repeated or rescheduled due to the EETS Provider. This is the case where any of the following circumstances occur:

- i. Failed retest: the EETS Provider fails to pass a retest, meaning the test result does not meet the applicable approval criteria set out in Annex H (Testing), and a new retest attempt is therefore required;
- ii. Discontinuation of test: the EETS Provider discontinues or interrupts a commenced test, whether in whole or in part, pursuant to Clause 5.3.6, and a new test attempt is therefore required; or
- iii. Delayed or postponed test: the EETS Provider fails to deliver, initiate, or complete a test within the deadlines set out in the Time Schedule, or within any revised deadline agreed in writing by the Parties, and the test must therefore be rescheduled.

5.4.3 Each of the circumstances set out in (i)–(iii) above shall independently trigger the obligation to pay the Retest Fee. If more than one circumstance applies in connection with the same test attempt,

the Retest Fee shall be payable once per attempt. The Retest Fee shall accrue separately for each subsequent attempt of the same test.

5.4.4 The Retest Fee shall be invoiced by the Toll Charger and shall be payable by the EETS Provider no later than thirty (30) Business Days from the date of receipt of the invoice.

## 5.5 Requirements concerning quality, security, and policies

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

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

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

## 5.6 Completion of the Project Requirements

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

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

## 5.7 Right to postponement

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

5.7.2 In case the Toll Charger uses its right to postponement, other deadlines or Phases of the Time Schedule in Annex C (Accreditation Procedure) may be postponed accordingly. Notwithstanding the foregoing, the Toll Charger may request that the EETS Provider by means of a Change Request adds extra resources, as far as these resources are reasonably available, to minimise the effects of the postponement in accordance with the procedure, cf. Clause 9.

## 6 DELAYS

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

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

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

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

- 6.1.5 The Toll Charger shall evaluate the proposed remediation plan. The Toll Charger must inform the EETS Provider of whether the proposed remediation plan is approved no later than five (5) Business Days after receipt of the proposed remediation plan from the EETS Provider. The Toll Charger may not withhold, delay, or condition its approval without reasonable cause. If the Toll Charger cannot approve the proposed remediation plan, the Toll Charger must inform the EETS Provider of the reasons for this. The EETS Provider must take these considerations into account and prepare a new proposed remediation plan within three (3) Business Days of the Toll Charger's rejection of the first proposed remediation plan. Further remediation plans may be prepared by the EETS Provider if accepted by the Toll Charger.
- 6.1.6 When the proposed remediation plan has been approved in writing by the Toll Charger, the EETS Provider must adhere to the approved remediation plan. The approved remediation plan shall not be considered a change or otherwise limit the rights and remedies of the Toll Charger in respect of the delay.
- 6.1.7 If a delay is caused by the Toll Charger's non-fulfilment of the Toll Charger's responsibilities, the EETS Provider must cooperate with the Toll Charger on the work on a revised time schedule, which minimises the effects on the Toll Charger.
- 6.1.8 For the avoidance of doubt, nothing in this Clause 6 shall limit or restrict the Toll Charger in exercising any rights or remedies available under the general principles of Danish law in case of delays.

## **7 TERM AND TERMINATION**

### **7.1 Term of the Addendum**

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

### **7.2 Termination for convenience**

- 7.2.1 The Toll Charger may without incurring liability terminate the Addendum wholly or in part for convenience from the Effective Date until the initiation of Phase 4 by a written notice of one (1) month.
- 7.2.2 The EETS Provider may terminate the Addendum wholly for convenience from the Effective Date until the initiation of Phase 4 by a written notice of one (1) month.
- 7.2.3 After initiation of Phase 4, there is no right of termination for convenience on either Party.

### **7.3 Termination for cause**

- 7.3.1 The Toll Charger may immediately terminate this Addendum and the EETS Provider Agreement, wholly or in part, if one or more of the following circumstances occur:
- (i) if the EETS Provider fails to pay the Participation fee and/or Retest Fee within thirty (30) Business Days from the request of the Toll Charger;
  - (ii) if the EETS Provider commits a material breach of this Addendum, and, provided the breach is capable of remedy, the EETS Provider has failed to remedy that breach within reasonable time and in any event no later than thirty (30) Business Days following receipt of a written notice from the Toll Charger to do so;
  - (iii) If the EETS Provider commits a material breach of this Addendum, which is not capable of remedy;
  - (iv) If a Phase set out in Clause 5.1 is
    - (i) delayed by more than forty (40) Business Days; or
    - (ii) expected to be delayed in respect of meeting the Phase by more than forty (40) Business Days without this being demonstrated as caused by, (i) the Toll Charger's failure to satisfy the Toll Charger's responsibilities, and/or (ii) the EETS Provider not

being able to deliver a remediation plan which provides reasonable evidence that the EETS Provider will be capable of mitigating the delay to a period shorter than forty (40) Business Days, by means of adding more resources or by any other means;

- (v) If the EETS Provider is subject to bankruptcy or other insolvency proceedings, unless the estate without undue delay declares that it will enter into this Addendum.

7.3.2 Pursuant to a termination mentioned in Clause 7.3.1, the Toll Charger may also choose to terminate the EETS Provider Agreement with the EETS Provider for cause on the terms and conditions set out in this Addendum as a consequence of termination for cause of this Addendum (cross default).

## **8 USE OF SUBCONTRACTORS**

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

## **9 CHANGES**

### **9.1 Changes by the Toll Charger**

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

### **9.2 Change requests from the EETS Provider**

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

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

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

## **10 COSTS AND EXPENSES**

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

## **11 SIGNATURES**

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

**Sund & Bælt Holding A/S**

**Addendum (The EETS Provider’s Obligations during the Accreditation Procedure) for [name of EETS Provider]**

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

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**Date:** [dd.mm.yyyy]

Copenhagen, \_\_\_\_\_ 2026      [insert place], \_\_\_\_\_ 2026

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

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

\_\_\_\_\_  
Name    Helene Holm Heitmann  
Title    Managing Director Tolling

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