

These specific terms and conditions apply in the event of subscription to the Nomade + offer. It is expressly agreed that they supplement and/or derogate from the general terms and conditions for electronic toll collection in France, Via-t in Spain, Via Verde in Portugal and Telepass in Italy. It is recalled that the tariff schedule of the offer can be consulted at any time in the Customer space online, in Customer Centres as well as on simple written request to APRR or AREA.

The holder benefits from the Nomade + offer through the contract concluded with the issuing company. The extension of the Nomade + offer to the Spanish and Portuguese networks defined below is provided by Pagatelia, a partner of the issuing company and to the Italian networks defined below as provided by the company Telepass, a partner of the issuing company.

## 1. SUBSCRIPTION CONDITIONS FOR THE NOMADE + OFFER

### 1.1. DEFINITION OF THE NETWORK OF THE NOMADE + OFFER

These terms and conditions for the Nomade + offer apply to the payment of tolls, fees, taxes and car parking carried out by the holder using the interoperable Electronic Badge on the following networks:

- the entire Liber-t electronic toll network in France, as defined in Article 2 of the General Terms and Conditions of Subscription («Liber-t Network»)

- the entire network of motorway and toll facility operators in Spain and Portugal, respectively the Via-T network and the Via Verde network, and certain car parks in Spain where the Electronic Badge is accepted («Pagatelia Network»). The list of Spanish car parks accepting the Nomade + offer is available in your Customer space or on the website [www.viat.es](http://www.viat.es) (only available in Spanish)

- the entire network of motorway companies and toll facility operators in Italy, car parks and Italian ports for ferry transport (hereinafter the «Telepass Network»). A list of car parks and ports for ferry transport covered by the Telepass service is available on the website [www.telepass.com](http://www.telepass.com) and in the customer areas in Italy identified under the name «PuntoBlu» (list available on the website [www.telepass.com](http://www.telepass.com)). The list of car parks and ports for ferry transport can be updated by Telepass at any time.

### 1.2. SUBSCRIPTION CONDITIONS

Subscription to the Nomade + offer is strictly reserved for individuals.

In the event of a request to extend a subscription contract in force to the Nomade + offer, and subject to compliance with the eligibility conditions for this extension (available in Customer centres or on [fulli.com](http://fulli.com)), the holder must ensure that the Electronic Badge made available to him/her is compatible with the technical conditions defined for access to the Pagatelia Network and the Telepass Network. In the event of incompatibility of the Electronic Badge, the holder must return the Electronic Badge in accordance with Article 8 of the General Terms and Conditions of Subscription. The provision of an Electronic Badge compatible with the Nomade + offer will result in the application of extension fees according to the current tariff schedule.

The issuing company may have to carry out checks prior to the conclusion of the contract and reserves the right, if necessary, to refuse any subscription or service subscription, in particular if the shipping details of the Electronic Badge are inaccurate or incomplete. In this case, the order will be automatically cancelled and no bank debit will be made.

The contract holder must provide the registration data of the vehicle that will travel on all the Networks.

The holder undertakes to ensure that the Electronic Badge will only be used with the vehicle whose registration data was sent at the time of subscription. The holder undertakes to ensure that the registration data registered with the issuing

company is systematically updated and to communicate the new registration data without delay in the event that the Electronic Badge is no longer to be used with the vehicle initially registered.

In the event that the Electronic Badge is not used in France, Spain, Portugal or Italy for a period of 24 (twenty-four) consecutive months, an account management fee will automatically be applied according to the current tariff schedule.

This fee shall be paid with the invoice for the month following said period of 24 (twenty-four) consecutive months during which the Electronic Badge is not used.

### 1.3. MONTHLY MANAGEMENT FEES FOR THE LIBER-T NETWORK (FRANCE)

Subscription to the Nomade + offer is subject to a monthly management fee for the use of the network of companies referred to in Article 2 of the General Terms and Conditions of Subscription, the amount of which is set out in the tariff schedule.

Depending on your plan, charges will be invoiced for each Electronic Badge:

- either regularly every month,
- or when a transaction is recorded on the Liber-t network during the month in question. Charges are paid by direct debit when your invoice is settled.

Termination of the contract by the holder during the month does not entitle the holder to reimbursement, even partial, of the amount of the monthly management fees applied for the Liber-t Network.

### 1.4. MONTHLY NETWORK MANAGEMENT FEES FOR THE PAGATELIA NETWORK (SPAIN/PORTUGAL)

Subscription to the Nomade + offer is subject to a monthly management fee for the use of the Pagatelia Network referred to in Article 1 of the Specific Terms and Conditions for the Nomade + offer, the amount of which is set out in the tariff schedule.

These costs are invoiced monthly for each Electronic Badge as soon as a passage through a toll lane on the Pagatelia Network in Spain or in Portugal or parking in a Via-t car park in Spain accepting electronic toll collection has been recorded in the calendar month in question. They shall be paid by direct debit when the invoice on which the transactions are shown is settled.

Termination of the contract by the holder during the month does not entitle the holder to any reimbursement, even partial, of the amount of the monthly management fees applied for the Pagatelia Network.

### 1.5. MONTHLY MANAGEMENT FEES FOR TELEPASS NETWORK (ITALY)

Subscription to the Nomade + offer is subject to a monthly management fee for the use of the Telepass Network referred to in Article 1 of the Specific Terms and Conditions for the Nomade + offer, the amount of which is set out in the tariff schedule.

These fees are invoiced monthly per Electronic Badge, covering the period from the 15th of the month to the 15th of the following month as soon as a visit to the Telepass Network has been made. They shall be paid by direct debit when the invoice on which the transactions are shown is settled. Termination of the contract by the holder during the period does not entitle the holder to a refund, even partial, of the amount of the monthly management fees applied for the Telepass Network.

### 1.6. SET-UP COSTS

Set-up costs, the amount of which is set in the tariff scale, shall be paid by direct debit when the first invoice is paid. They are invoiced only once and do not give rise to a refund.

### 1.7. INVOICING AND PAYMENT OF THE NOMADE + OFFER

Information relating to the use of the Electronic Badge on the Pagatelia Network and on the Telepass Network is transmitted to the issuing company by the operators of the networks and toll facilities

concerned, who issue the corresponding invoices. The amount of these invoices is deducted from the holder's bank account by the issuing company, which is duly authorised to pursue payment on behalf of the operators of the facilities concerned on the Pagatelia Network and the Telepass Network. Under the SEPA direct debit mandate signed by the holder with the issuing company, the latter will debit the amount indicated on the invoices issued by the operators of the facilities concerned on the Pagatelia Network and on the Telepass Network directly from the holder's account and will be responsible for paying the amount of tolls and rights of way to said operators instead of the holder.

Invoices for the Nomade + offer are issued exclusively in electronic format. The holder can access invoices issued by the operators of the facilities concerned on the Pagatelia Network and on the Telepass Network from its Customer space online.

It is specified that the issuing company:

- also provides all customer service missions and will handle requests for information and complaints from the holder concerning the Nomade + offer, and;
- remains the sole point of contact for the holder for the entire customer relationship.

### 1.8. TERMINATION IN THE EVENT OF CANCELLATION OF THE OFFER

In the event that the Nomade + offer is cancelled, the issuing company will inform the Holder within a reasonable time frame by any means, specifying the date on which the cancellation will become effective.

## 2. POINT OF CONTACT

For any questions relating to the execution of the subscription contract or the Nomade + offer, the holder must contact APRR or AREA - Direction Clientèle [Customer Relations Department] - 250, avenue Jean Monnet - BP48 - 69671 BRON Cedex, France.

## 3. TERMS AND CONDITIONS OF USE OF THE ELECTRONIC TOLL SERVICE IN SPAIN/PORTUGAL AND ITALY

### 3.1 Terms and conditions of use of the electronic toll service on the Pagatelia Network

#### A) SPAIN:

3.1. The Electronic Badge allows the holder to use the Pagatelia network in Spain covered by the Via-T electronic toll service accepting the Electronic Badge as a payment method, using the lanes identified at the toll station with:

- a «T» logo in a circle with a blue background for lanes reserved exclusively for vehicles equipped with an Electronic Badge;

- a «T» logo in a square with a blue background for lanes accepting the Electronic Badge and other means of payment;

3.2. In the event of non-detection of the Electronic Badge or for any technical failure when passing through the toll lane, the holder may use the assistance device made available to contact an operator via the intercom (only in the toll lanes indicated by a «T» in a square with a blue background). It must then manually read the Electronic Badge, and indicate the identification number and expiry date on the Electronic Badge label.

3.3. In the absence of valid entry information, the operator reserves the right to apply the most expensive exit tariff for the exit station in question. For this reason, it is recommended that the holder use the toll lanes marked with a «T» in a square with a blue background, where it is possible to contact an operator to obtain an entry ticket and manually read the Electronic Badge at the exit station in the event of a technical failure when passing through the toll lane.

3.4 The maximum speed allowed when using toll stations is 30km/h.

3.5. It is possible to use the Electronic Badge in car parks that accept electronic toll collection as a payment method and that are indicated by the Via-T logo. The list of car parks concerned can be found on the website [www.pagatelia.com](http://www.pagatelia.com).

3.6. The determination of authorised vehicle classes depends on the motorway companies. Generally speaking, motorway companies apply light vehicle fares to:

- motorcycles, with or without sidecars,
- passenger cars, without trailer or with trailer without twin wheels (double tyre),
- large and small trucks with two axles and four wheels,
- minibuses with two axles and four wheels.

### B) PORTUGAL:

3.7. The Electronic Badge allows the holder to use the Pagatelia network in Portugal covered by the Via Verde electronic toll service in toll stations where the Electronic Badge can be used as a payment method (the list of toll stations concerned can be found on the website [www.via-verde.pt](http://www.via-verde.pt)), as well as motorways equipped with the free flow toll system (identified by the «electronic toll only» sign on a blue background).

3.8. At the entrance and exit stations, the holder must use the lanes identified at the toll station by a «V» logo on a green background.

3.9. Toll lanes identified at the toll station by a «V» logo on a green background have no barriers at the entrance or exit. The holder must respect the maximum speed limit for using toll stations, which is 40-60 km/h, as indicated by the road signs. When the Electronic Badge is correctly detected, the traffic light on the toll lane turns green.

3.10. The automatic toll lanes (free flow toll system) are identified upstream by the «electronic toll only» sign on a blue background. Traffic on these lanes is exclusively reserved for vehicles equipped with an Electronic Badge or an electronic payment system, without the possibility of manually paying on site.

3.11. In the event of failure to detect the Electronic Badge or for any technical failure when passing through the toll lane, the toll system records the data entered on the licence plate of the holder's vehicle. The amount of the toll due for the journey is calculated and invoiced on the basis of the registration data collected when the holder's vehicle passes through the station..

### (C) COMMON CONDITIONS BETWEEN SPAIN AND PORTUGAL

3.12. Pagatelia and the issuing company cannot be held responsible for the delays in activating Electronic Badge (activation) by the various motorway concession companies in Spain and Portugal.

3.13. Pagatelia and the issuing company cannot be held liable for any actions and claims that the holder may bring against motorway concession companies in Spain and Portugal.

3.14. The invoice issued by Pagatelia does not constitute the final settlement for transactions carried out by the holder during the period in question on the Pagatelia Network. Indeed, Pagatelia and the issuing company cannot be held responsible for delays in providing the transaction data transmitted by the motorway concession companies in Spain and Portugal.

**Preamble**

(a) Telepass S.p.A. (hereinafter «Telepass»), a company governed by Italian law, with a single shareholder, under to the management and coordination of Atlantia S.p.A., whose registered office is located at Via Alberto Bergamini 50, 00159 Rome, Italy, whose VAT number is 09771701001, and whose share capital is €26 000 000., provides, pursuant to its agreements with the Italian Toll Collector Autostrade per l'Italia S.p.A. and the management entities of certain affiliated parking and ferry operators (hereinafter referred to as «Toll Collectors»), electronic payment services in Italy. (b) Through the electronic payment services provided by Telepass, natural or legal persons (hereinafter referred to as the «Holder(s)») being authorised, as a result of their agreements with electronic payment service providers in Spain, Portugal or France, to use an Electronic Badge (with a personal account number PAN issued by Telepass that uniquely identifies the Electronic Badge) reserved for interoperable electronic payment services (hereinafter the «Electronic Badge»), are entitled to pay the applicable fees, charges or other amounts (hereinafter the «Tolls») collected by Toll Collectors for traffic on and/or access to Italian motorways, car parks and ports for ferry transport (hereinafter the «Telepass Network»). A list of car parks and ferry accesses covered by the Telepass payment service is available on [www.telepass.com](http://www.telepass.com) and in the «Punto Blu» points of sale (list available on [www.telepass.com](http://www.telepass.com)). The list of car parks and ports for ferry transport can be updated by Telepass at any time.

The following categories of vehicles (hereinafter referred to as «Vehicle(s)») are authorised to access the Telepass network:  
- motorcycles and tricycles over 150 cc, including those equipped with a sidecar;  
- double-axle vehicles with trailers, weighing 3.5 tonnes or less and 2 to 3 metres high.  
The Holder must be aware that the terms and conditions of use of the facilities (access to car parks and ferries) may include certain additional restrictions on Vehicle access. Information regarding this shall be provided by the operators concerned in the facilities concerned and/or on their websites.  
In order to access the Telepass Network, the Holder must (i) accept these General Terms and Conditions, through the electronic payment service provider with which the Holder has signed a subscription contract allowing the use of an Electronic Badge (hereinafter the «Issuing Company»); (ii) accept the General Terms and Conditions for the use of the Telepass network under the authority of Autostrade per l'Italia S.p.A. (hereinafter the «Autostrade General Terms and Conditions») and (iii) must comply with the rules for the use of affiliated parking and ferry transport operators provided by the operators mentioned in the facilities concerned and/or on their website.

**1) General information**

These general terms and conditions govern the use of the Electronic Badge in the Telepass network.

The Holder expressly acknowledges that Telepass and the Issuing Company are not involved in the relationship between the Holder and the Toll Collectors in matters relating, in particular, to the breach of the rules for the use of Italian motorways, car parks and affiliated ferry transport, the invoicing of tolls and any other additional amounts and/or the application of discounts that are managed exclusively by Toll Collectors.

Therefore, for any claim arising from these relationships, as well as for the exercise of the rights associated therewith, the Holder must turn exclusively to the Toll Collectors, and releases the Issuing Company and/or Telepass from any liability for the correct use by the Holder of the services provided by the Toll Collectors, including in cases where the corresponding payments have already been made using the Electronic Badge. Payment orders transmitted by means of the Electronic Badge are irrevocable and, consequently, the Holder remains obliged to make the corresponding payments.

**2) Use of the Electronic Badge in the Telepass network**

Access to the Telepass network is granted only to the Holder's Vehicles whose licence plates have been registered through the service channels made available by the Issuing Company. In the Telepass network, each Electronic Badge can only be linked to one licence plate and one licence plate cannot be linked to more than one Electronic Badge. The Holder undertakes to inform Telepass without delay, through the Issuing Company, of any

change in the data concerning it, including data relating to its identity documents and any change in the licence plate of the Vehicle linked to the Electronic Badge. The data can be updated using the customer service channels provided by the Issuing Company.

If a Holder wishes to use an Electronic Badge to pay Tolls, it must access the relevant part of the Telepass network by means of specially equipped lanes, identifiable by horizontal and vertical signs bearing the «Telepass» logo.

(i) Italian national network of toll motorways  
For the use of Electronic Badges on the Italian national network of toll motorways, please consult the Autostrade General Terms and Conditions.

(ii) Affiliated car parks

Using the Electronic Badge in affiliated car parks allows the Holder to:

- enter the affiliated car park without buying or collecting an entry ticket;
- pay for parking at the duly equipped exit gate without having to sign an authorisation to charge the amount in question or enter a code.

The Holder must approach the dedicated barriers (bearing the Telepass logo), following the instructions for passing through and the indications provided by the horizontal and vertical display placed at the entrance and exit of the affiliated car park. In particular, for security reasons and in order to allow the collection of data and the correct identification and authorisation of the Electronic Badge, the Holder must slow down, near the dedicated entry and exit gates, and stop if necessary while waiting for the gate giving access to or leaving the affiliated car park to be opened. These operations can be guided by voice and visual messages, potentially provided by automated barrier and/or car park systems.

Upon exit, the Holder may request a receipt attesting to the parking stay and the corresponding payment by pressing the appropriate button on the duly equipped gate.

If the Electronic Badge has been deactivated due to reported theft or loss, or a suspension or revocation of the authorisation to use it, the Holder must, to access the affiliated car park, take a ticket and pay using payment methods other than the Electronic Badge at the exit; if authorisation is refused at the exit, the Holder must go to the cash desk or information desk of the affiliated car park management entity with the Electronic Badge and use another payment method.

(iii) Affiliated ferry operators

Using the Electronic Badge in the duly equipped lane allows the issuance of a ticket to transport a vehicle by private ferry and the corresponding payment, including all applicable additional charges.

In order to carry out the payment transaction for private ferry transport by affiliated ferry companies, the Holder must approach the reserved lane (bearing the Telepass logo) following the instructions provided on the horizontal and vertical display at the lane. In particular, for security reasons and in order to allow data collection and the correct identification and authorisation of the Electronic Badge, the Holder must slow down, near the dedicated lane and stop in order to provide relevant information, if any, to the user interface, and wait for a ticket to be issued, the gate to open and the green signal. Such operations are guided by visual messages that can be provided by the automatic user interface system. In addition, an audio link with an operator is provided to communicate with the Holder upon request.

If the Electronic Badge has been deactivated due to reported theft or loss, or a suspension or revocation of the authorisation to use it, the Holder may still have access to transport by ferry by the affiliated ferry companies after purchasing and collecting a ticket at the ticked desk and/or cash desk of the affiliated company.

**3) Loss or theft of the Electronic Badge**

In the event of loss or theft of the Electronic Badge, the Holder must immediately inform Telepass using the Customer Service channels made available by the Issuing Company. The Holder is not liable to pay the Tolls from receipt of said notification by Telepass. Telepass is not liable towards the Holder in the event of late notification by the Issuing Company of any of the above events.

**4) Issuance and delivery of invoicing documents**

Tolls to use the Telepass network are billed to the Holder by the Toll Collectors and made available to the Holder by the Issuing Company according to the invoicing cycle agreed with the latter. Tolls may be invoiced by Toll Collectors up to 12 months after the journey/use.

The Toll applied on the invoice is that in force at the time of the journey/use of the Telepass Network.

Any communication concerning a complaint relating to the amounts charged and invoiced must be sent to Telepass, using the Customer Service channels made available by the Issuing Company, within 60 days of receipt of the invoice by the Holder.

The amounts indicated on the invoices are collected from the Holder by the Issuing Company according to the payment terms agreed with the latter and passed on by the Issuing Company itself.

**5) Termination**

In the event of termination of the service subscription contract, signed with the Issuing Company, the Holder is no longer authorised to use the Electronic Badge for the electronic payment of tolls on the Telepass Network and these General Terms and Conditions shall be automatically terminated.

The Holder is entitled to terminate the service by sending a notification to Telepass through the Issuing Company.

Telepass has the right to terminate the service with immediate effect (in accordance with Article 1456 of the Italian Civil Code) in the event of:

- use of the service by unauthorised entities (other than the Holder) or by unauthorised vehicles
- fraudulent use of the Electronic Badge to avoid the payment of tolls due;
- a false declaration of theft/loss of the Electronic Badge;
- failure of the Holder to update data and information concerning him/her.

The Holder is informed of the termination by the Issuing Company.

Telepass is not liable towards the Holder in the event of late notification by the Issuing Company of any of the above events.

**6) Relations with Telepass**

In the absence of timely communication of any changes, made through the Issuing Company's customer service channels, the address provided to Telepass by the Holder through the Issuing Company is considered, for all purposes, to be the Holder's Address.

The Holder shall contact the Issuing Company for first-line support. Nevertheless, the Holder may contact Telepass at the following address: Telepass S.p.A. Customer Care - P.O.- Box 2310 Succursale 39-50123 Florence, fax: +39 055 420 2373 or (+39) 055 420 2734.

**7) Periodic communication and amendments to these General Terms and Conditions**

Telepass may amend these General Terms and Conditions to bring the service into compliance with any new administrative, technical or management requirements by notifying the Holder through the Issuing Company at least 30 days before the new rules come into force. The effective date of such amendments shall be indicated.

If the Holder does not agree with the proposed amendments, it is entitled to withdraw from these General Terms and Conditions with immediate effect within sixty (60) days of receipt of the proposal for unilateral amendment of the contract without incurring penalties, and the previously applicable terms and conditions are valid until the contractual relationship is terminated. If the Holder does not withdraw within the stipulated period, the changes shall be deemed to have been accepted. In the event of withdrawal, the Holder is no longer entitled to use the Electronic Badge for the electronic payment of tolls on the Telepass Network and these General Terms and Conditions are automatically terminated.

The aforementioned provisions shall not apply in the event of amendments prescribed by legal norms and/or mandatory decisions by the relevant authorities, which shall be applicable with immediate effect in the manner and within the time limits set out in the regulatory provisions introducing said amendments without prior notice.

These General Terms and Conditions are binding on the Holder as from the date of signature of this form or, without prejudice to the provisions of the above clause, as from the date of its entry into force.

**8) Applicable law**

Italian law shall apply to the relationship between Telepass and the Holder without prejudice to the application of consumer protection provisions which cannot be derogated from by agreement under the law.

In addition, in accordance with Articles 1341 and 1342 of the Italian Civil Code, the undersigned declares that he/she is fully aware of and specifically approves the terms and

conditions set out in the following clause: Preamble (possible amendment of the extension of the Telepass network); 4 (deadline for requests for communication), 7 (right to amend the General Terms and Conditions). The Holder also confirms that it has received a copy of these General Terms and Conditions.

**PRIVACY NOTICE CONCERNING DATA PROCESSING**

In accordance with Article 13 of Legislative Decree No. 196/2003

1. Please note that the personal account number issued by Telepass S.p.A., as identified below (hereinafter referred to as «Telepass»), which uniquely identifies the interoperable electronic payment device (hereinafter referred to as «Electronic Badge») is made available to the Holder pursuant to an agreement with an electronic payment service provider (hereinafter referred to as «Issuing Company») - allowing the identification of the Holder by Telepass, and the personal data provided by the Holder or by the Issuing Company to be collected and potentially used and processed - on paper, electronically and by computer - by Telepass, which acts as a Data Controller in accordance with the provisions of Article 28 of Legislative Decree 196/2003, by its staff, acting as a data controller, for purposes related to the management of this contractual relationship.

2. Such personal data is also processed by Telepass for the purpose of compiling and transmitting journey lists; it should be noted that journey list data is transmitted electronically by Telepass to the Holder through the Issuing Company on behalf of motorway concession companies, affiliated car parks and affiliated ferry operators.

3. The Holder's personal data is communicated by Telepass to the motorway concession companies who manage the motorways on which the journeys have taken place and the toll stations where the Electronic Badge can be used, as well as to affiliated parking and ferry transport operators

4. Administrative activities are carried out on behalf of Telepass by EsseDiEsse - Società di Servizi S.p.A, designated for this purpose as a Data Processor on behalf of Telepass.

5. Except in the cases set out in the aforementioned provisions, the data collected and stored in databases by Telepass is not communicated, except in the cases outlined in the contract and in accordance with the applicable legal provisions and in the manner authorised by them.

In addition, Telepass, in order to ensure the proper functioning of all activities related to the provision of its service, may, if necessary, carry out the aforementioned data processing operations using other companies in its group or third-party companies, after appointing them as data processors.

6. With regard to the processing of the aforementioned data, the Holder is authorised to exercise its rights under the terms of Article 7 of the aforementioned applicable law and, in particular, to demand the erasure of data processed in violation of the above rules and to demand update and/or correction of its personal data, in the manner and the cases set out by the applicable legal provisions. In addition, if the Holder terminates the service, he/she may at any time request the complete deletion of all data provided by him/her, with the exception of data that must be kept for a certain period of time in accordance with the legislation in force. These rights can be exercised by registered letter or fax using the following contact details: Telepass S.p.A. Customer Care - P.O.- Box 2310 Succursale 39-50123 Florence, fax: +39 055 420 2373 or (+39) 055 420 2734.

7. The Data Controller is Telepass S.p.A, and the entity in charge of administrative activities is, as indicated above, EsseDiEsse - Società di Servizi S.p.A, both domiciled in Rome, Italy, Via Bergamini, 50.

**PREAMBLE**

Autostrade per l'Italia S.p.A. (hereinafter «ASPI»), a company under the management and coordination of Atlantia S.p.A., with share capital of €622,027,000, having its registered office at Via A. Bergamini, 50 - 00159 Rome (IT), registered on the Rome Companies Register under VAT number, taxpayer number and registration number 07516911000, concession company for the construction and operation of motorways in accordance with the single agreement signed on 12 October 2007, approved by Italian Law No. 101 of 6 June 2008, authorises the deferred payment of tolls at entry and exit stations of Italian toll motorways, in accordance with agreements concluded with various motorway concession companies.

The interoperable electronic toll service with deferred payment is only accessible to natural or legal persons (hereinafter referred to as the «Holder(s)») who have agreed (i) with an Operator (as defined below) the terms and conditions of use of an interoperable Electronic Badge with a «PAN» personal account number issued by Telepass S.p.A, an Italian provider of electronic payment services, which uniquely identifies the Electronic Badge itself (hereinafter referred to as the «Electronic Badge») and (ii) with Telepass S.p.A. general terms and conditions for the use of the Electronic Badge/PAN on the Italian motorway network.

The Holder undertakes to comply with the following procedures for traffic on dedicated and/or dual-mode lanes, identifiable by horizontal and vertical signs bearing the «Telepass» logo (hereinafter referred to as «Telepass lanes») at the entrance and exit of the Italian motorway network.

**1 GENERAL TERMS AND CONDITIONS**

1.1 ASPI allows the Holder to use an Electronic Badge to pay for journeys on toll roads using vehicles and/or motorcycles with a cylinder capacity of at least 150 cc, the licence plates of which have been linked to the Electronic Badge used by the Holder. Each Electronic Badge can only be linked to one licence plate (including for motorcycles) and a licence plate can only be linked to one Electronic Badge.

1.2 The Holder undertakes to inform ASPI as soon as possible, through the electronic toll service provider with which the Holder has signed the subscription contract, of any changes concerning its data. In particular, the Holder undertakes to inform ASPI in advance, through the electronic toll service provider with which the Holder has signed the subscription contract (hereinafter referred to as the «Operator»), of any modification to the vehicle licence plate linked to the Electronic Badge. The data can be updated using the Customer Service channels provided by the Issuing Company.

1.3 ASPI reserves the right, at any time, to terminate the acceptance of Electronic Badges for deferred payment of tolls, by informing the Holder, through the Issuing Company, with two months' notice.

**2. USE OF TOLL BOOTH SYSTEMS**

2.1 Electronic Badges may be used on the entire Italian motorway network, provided that they are used when passing through reserved Telepass lanes, both for entry into and exit from the Italian motorway network, and provided that the Electronic Badges and linked vehicles are authorised for traffic.

2.2 When a Holder enters through a toll gate equipped with a Telepass lane and exits through a toll gate in which, for any reason, the Telepass service is not available, said Holder must declare the entry toll gate to the on-site toll staff.

2.3 If, on the other hand, the Holder, after entering through a toll gate equipped with a Telepass lane, exits through a fully automated barrier (without a Telepass lane), the Holder must use a self-service lane bearing the «Viacard» logo, press the assistance request button and declare the entry toll station via intercom to the staff at the toll station. In both cases above, the toll for the declared journey or, if different, the journey actually made, as established by checks carried out by ASPI, is charged to the Holder on its invoice or by sending a report of non-payment of the toll (Form PE-07).

2.4 If it is not possible to use the Electronic Badge at an entry barrier because the service is temporarily unavailable, the Holder must take the entry ticket and, in order to correctly declare the journey made at the time of exit, use a dual-mode lane (self-service lane marked with a «Viacard» logo overlapping the Telepass service), and insert the

ticket into the slot provided for this purpose; the identification number of the Electronic Badge is then automatically retrieved by the toll station system.

If no dual mode lane is available, the Holder must exit through a lane managed by the toll booth staff, to whom the Holder must give the ticket and declare that the vehicle is equipped with an Electronic Badge. ASPI then verifies the amount due for the journey for invoicing purposes.

2.5 When the entry barrier to the toll system is not registered on the Holder's Electronic Badge, the journey is deemed to have been made in breach of the rules governing the use of the toll motorway. The lane system automatically detects the licence plate of the vehicle making the journey using CCTV equipment installed at toll stations and the Holder is required to pay a toll calculated from the toll station furthest from the exit station, in accordance with Article 176 of Italian Legislative Decree No. 285 of 30 April 1992 adopting the Italian Highway Code (Codice della Strada), without prejudice to the application of administrative penalties set out in said rules. In all cases, the Holder has the right to provide proof of the actual entry station in order to determine the amount actually due.

2.6 The Holder is required to comply with the approach procedures when entering and leaving Telepass Lanes. In particular, for safety reasons and in order to allow data collection by the systems installed in the lanes, the Holder undertakes to pass through the toll barriers at a speed of less than 30 km/h and to maintain a safe distance from the vehicle in front.

2.7 The use of Electronic Badges installed on motorcycles with a cylinder capacity exceeding 150 cubic centimetres is only permitted using lanes specially designed for these vehicles and marked with horizontal markings representing a stylized image of three motorcycles and equipped with a lifting half-barrier.

The Holder undertakes to install the Electronic Badge on the motorcycle as indicated in the Electronic Badge user manual (provided to the Holder when signing the subscription contract with the Issuing Company), to use only Telepass Lanes equipped for the passage of a motorcycle when driving it, and to refrain from using these lanes when the traffic light above or beside the lane in question is red, and to always maintain a safe distance with the vehicle in front.

Failure to comply with the above instructions may result in a failure or malfunction of the Electronic Badge and may result in security risks to the Holder.

**3. DRAWING UP AND ISSUING INVOICING DOCUMENTS AND THE LIST OF JOURNEYS**

3.1 ASPI issues invoices or other equivalent documents for toll amounts for journeys made with the Electronic Badge. Invoices are made available to the Holder by the Issuing Company in accordance with the invoicing cycle agreed in the subscription contract signed by the Holder.

3.2 The toll rates applied on the invoice are those in force at the time of travel. Any change in the tax regime results in the subsequent application of different tolls, and the corresponding dates of entry into force are stipulated in the applicable provisions.

3.3 Any communication on a claim relating to the amounts invoiced must be transmitted by the Holder through the Issuing Company within 90 days of the invoice being issued.

**4. TERMINATION OF THE CONTRACTUAL RELATIONSHIP**

4.1 In the event of termination of the subscription contract signed with the Issuing Company or termination of the relationship with the Italian electronic toll service provider (Telepass S.p.A.), the Holder is no longer entitled to use the Electronic Badge for the electronic payment of motorway tolls on the Italian motorway network and these General Terms and Conditions shall be automatically terminated.

4.2 In addition, the Holder is not authorised to use the Electronic Badge for the electronic payment of motorway tolls in Italy if the Issuing Company has deactivated it due, for example, to a report of loss or theft, suspension or revocation of the authorisation to use (as provided for in the subscription contract signed by the Holder with the Issuing Company) or if the Electronic Badge issued to the Holder is no longer authorised for the electronic payment of motorway tolls in Italy in accordance with these General Terms and Conditions, or if the toll system is accessible

to unauthorised users and/or using unauthorised vehicles, or in the event of failure to update user data, including the provision of incorrect data.

4.3 The Holder may terminate these General Terms and Conditions by terminating the contract with the Italian electronic payment service provider (Telepass S.p.A.).

**5. RELATIONS WITH ASPI**

5.1 In the absence of timely communication of any changes, including through the Issuing Company's Customer Service channels, the address provided to ASPI by the Holder through the Issuing Company is considered for all purposes, including tax purposes, to be the Holder's address.

5.2 The Holder shall contact the Issuing Company for first-line support. Nevertheless, the Holder may contact ASPI at the following address: Autostrade per l'Italia S.p.A. Customer Care - P.O.- Box 2310 Succursale 39-50123 Florence, fax: (+39) 055 420 2373 or (+39) 055 420 2734.

5.3 ASPI may amend these General Terms and Conditions to bring the service into compliance with any new administrative, technical or management requirements, by informing the Holder through the Issuing Company. In such cases, the effective date of such changes must be indicated and the Holder is entitled to terminate these General Terms and Conditions by terminating the General Terms and Conditions issued by Telepass S.p.A., as indicated above.

5.4 These general terms and conditions are binding on the Holder as from the date of signature of this form or, without prejudice to the provisions of Clause 5.3 above, as from the date of its entry into force.

**6. APPLICABLE LAW**

Italian law shall apply to the relationship between ASPI and the Holder without prejudice to the application of consumer protection provisions which cannot be derogated from by agreement under the law.

In accordance with Articles 1341 and 1342 of the Italian Civil Code, the undersigned declares that he/she is fully aware of the terms and conditions contained in the following clauses and expressly accepts them:

1.3 (right to terminate acceptance of Electronic Badges), 3.3 (deadline for communication of claims), 4 (Termination of the contractual relationship), 5.3 (right to amend general terms and conditions) and the notice of information concerning data processing.

**PRIVACY NOTICE CONCERNING DATA PROCESSING**

In accordance with Article 13 of Italian Legislative Decree 196/2003

1. Please note that personal data provided by the Holder or by the Issuing Company with which the Holder has signed a subscription contract for the provision of interoperable payment services (hereinafter the «Issuing Company»), as well as data relating to the use of the Electronic Badge reserved for interoperable payment services (hereinafter the «Electronic Badge»), including the personal account number which uniquely identifies the Electronic Badge, are collected and may be used and processed by Autostrade per l'Italia S.p.A. (hereinafter «ASPI»), a company under the management and coordination of Atlantia S.p.A., with share capital of €622,027,000, having its registered office at Via A. Bergamini, 50 - 00159 Rome (IT), registered on the Rome Companies Register under VAT number, taxpayer number and registration number 07516911000, - on paper, electronically and by computer - by its employees and/or by the staff of Italian toll motorway companies, acting as data controllers, for purposes related to the management of the contractual relationship, including invoicing and toll collection.

2. This personal data is disclosed by ASPI to Telepass S.p.A. (as identified below) for the administrative management of toll payment, as described in Point 3, and to motorway concession companies, whose systems are used to record journeys for invoicing purposes, or, in the case of journeys for which no payment has been recorded, for debt recovery purposes. The processing of this data and the collection of tolls are also carried out using specifically authorised third parties.

3. The administrative activities related to invoicing, issuing and sending invoices and any payment request concerning Italian

motorways are carried out on behalf of ASPI by Telepass S.p.A., appointed by ASPI for this purpose as a Data Processor. Invoices may be provided to the Holder by the Issuing Company.

4. Without prejudice to the provisions of the paragraphs above, the Holder's personal data, collected and stored in ASPI databases, shall not be subject to any disclosure or communication except as set out in these General Terms and Conditions and in accordance with the laws and regulations and in the manner set out for this purpose. In addition, in order for ASPI to ensure the proper execution of all activities related to the service or necessary for its provision, ASPI may, where appropriate, also carry out the processing of the aforementioned data, using other companies in the ASPI group or third parties (companies appointed for the recovery of debts due to ASPI, companies responsible for the maintenance of computer systems used to manage toll invoicing), which are each appointed as data processors.

5. Please note that the Italian motorway toll stations managed by ASPI are equipped with a CCTV system which, in the event of non-payment of a toll or when the Holder does not have an entry ticket, makes improper use of the toll barrier, or has a defective Electronic Badge, automatically registers the licence plate of vehicles that pass through, for further processing of toll payments, and where appropriate, for the application of civil, administrative and/or criminal penalties in the cases set out in Article 176 of Italian Legislative Decree 285 of 1992. The images can only be viewed by data processing staff and are stored for purposes related to toll collection and, in the case of illegal action, are also presented to the relevant judicial authorities.

6. Please also note that the Italian motorway network is equipped with automatic detection systems (referred to as «BOE Telepass») for vehicles equipped with Electronic Badges which anonymously record the passage of vehicles for «statistical» purposes, in particular for the development of a statistical model of traffic flows on the Italian motorway network to validate the allocation of toll revenue between toll motorway companies for journeys within their respective jurisdictions and for the calculation of average journey times on a route. This data is processed exclusively by designated staff or, on behalf of ASPI, by third parties appointed to carry out statistical analyses (number of vehicles travelling on a specific route) appointed by ASPI as entities responsible for data processing.

7. With regard to the processing of such data, the Holder concerned is entitled to exercise its rights under Article 7 of Italian Legislative Decree No 196 of 2003 and, in particular, has the right to demand the erasure of data processed in breach of the above rules and to demand an update and/or correction of its personal data, in the manner and in the cases set out by the applicable legal provisions. In addition, if the Holder terminates the service, he/she may at any time request the complete deletion of all data provided by him/her, with the exception of data that must be kept for a certain period of time in accordance with the legislation in force. These rights can be exercised by registered letter or fax using the following contact details: Autostrade per l'Italia S.p.A. Customer Care - P.O.- Box 2310 Succursale 39-50123 Florence, fax: +39 055 420 2373 or (+39) 055 420 2734.

8. The Data Controller is Autostrade per l'Italia S.p.A., as indicated above, and the Data Processors are:

- Telepass S.p.A., domiciled in Rome (Italy), Via Bergamini, 50, for the relevant administrative activities;
- The Joint Director of General Operations and Maintenance of Autostrade per l'Italia S.p.A. and EsseDIesse S.p.A. Società di Servizi S.p.A., domiciled in Rome (Italy), Via Bergamini, 50, for the management of unpaid tolls and the corresponding video sequence, in accordance with Article 5 above.
- The IT and technological development manager of Autostrade per l'Italia S.p.A., for the management of «statistical» processing, in accordance with Article 6 above.