



ROAD INFRASTRUCTURE AGENCY

NATIONAL TOLL ADMINISTRATION

***NTU001.2 General Terms and Conditions
to the contracts for provision of Electronic
Toll Collection Service between the Agency
and Providers of European Electronic Toll
Service***

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GENERAL PROVISIONS

This document is issued pursuant to Art. 10, para. 15 of the Roads Act and Art. 20 of the Ordinance on the conditions, procedures and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled (“The Ordinance”).

Pursuant to Art. 10, para. 15 of the Roads Act and Art. 20 of the Ordinance, the Road Infrastructure Agency shall conclude a contract with any EETS Provider that meets the conditions set out in the law and the Ordinance, applying the same publicly announced general terms and conditions and prices.

The document defines as follows:

1. description of toll collection policy;
2. requirements to the EETS Providers in terms of ensuring interoperability;
3. issues subject to regulation in the contract between the toll charger and EETS providers, including a format in which data about the user of the paid road network shall be provided referring to the paid road sections used, deadlines and frequency of sending that data, its accuracy/reliability, the allowed percentage of unpaid or inaccurate road charges, the expected level of operational readiness;
4. rights and obligations of the Parties, including terms and conditions for their implementation;
5. the cost of the service, methods and terms for invoicing and payment;
6. amount, terms and method of providing a bank guarantee as collateral for the performance of the obligations of the relevant EETS providers;
7. consequences of contract termination by any of the parties;
8. liability for non-performance of contract obligations;
9. information that the Parties are obliged to submit to each other;
10. terms and procedures for resolution of disputes between the Parties.

The conditions and requirements below shall apply to EETS providers.

Pursuant to Art. 27, para. 1 of the Ordinance, Providers registered in an EETS Providers Register in the Member State of establishment shall be entitled to conclude a contract with the Agency under general terms and conditions for the electronic collection of toll charges specified in an EETS domain statement and for provision of electronic toll collection service pursuant to Art. 19, para. 2.

This document in Part II is of the nature of General Terms and Conditions to the contracts for provision of electronic toll collection service between the Agency and the European Electronic Toll Service Providers. For the cases not covered by the individual contract, the relevant provisions of the General Terms and Conditions shall apply. The General Terms and Conditions shall constitute an integral part of the individual contract between the Agency and the EETS Provider and shall be binding to them, unless otherwise expressly agreed in the individual contract.

The present General Terms and Conditions have been adopted by Decision No 25 599/20 of the Management Board of the Road Infrastructure Agency.

DEFINITIONS AND CONCEPTS USED BELOW:

1. “**Agency**” means the Road Infrastructure Agency to the Minister of Regional Development and Public Works, which exercises the powers of the State related to the collection of road charges and the functions of a Toll Charger.
2. “**Bank guarantee**” means a bank guarantee submitted by the Provider in favour of the Agency, in the amount specified in the General Terms and Conditions, which ensures the Provider's commitment to perform accurately its obligations to the Agency under the Contract.
3. “**On-board equipment**” means equipment which is installed in the vehicles referred to in Art. 10b, para. 3 of the Roads Act, which consists of the necessary hardware and software components, suitable for collecting, storing, processing and remote receipt/transmission of toll data.
4. “**Whitelist**” means a list of valid on-board units maintained by given Provider that is prepared by the Provider and contains the data specified in the present General Terms and Conditions.
5. “**Remuneration**” means the payment, agreed between the Parties in accordance with the present General Terms and Conditions, which the Agency owes for the electronic toll collection services provided by the Providers under an individual contract.
6. “**Contract(s)**” means a contract concluded between the Agency and a Provider to which the present General Terms and Conditions shall apply.
7. “**EETS Provider**” means a trader registered in a Member State, in which it is established, carrying out an activity to provide an EETS user with electronic toll collection services within the territory of the European Union within the meaning of Decision 2009/750/EC.
8. “**Delay**” means failure to meet the obligations provided for in the present General Terms and Conditions and the individual contracts concluded.
9. “**Legal provisions**” mean the provisions of the legislation in force in the Republic of Bulgaria which affect the fulfilment of any obligation or implementation in general under the present General Terms and Conditions or individual contracts.
10. “**Interface Bus**” means an electronic interface for data exchange for the electronic charging purposes.
11. “**European Electronic Toll Service (EETS)**” means a toll service supplementing European Union Member States' national or local services for electronic toll collection.
12. “**Electronic Toll Collection System**” means a set of central and peripheral software products, integrated computer systems and technical means through which data on geo-positioning and toll segments are collected, transmitted, exchanged and processed within the paid road network in which the road vehicles have entered, their mass, the toll data declared for the road vehicle, calculation of the tolls due, determination of their amount and their collection.
13. “**Toll Declaration**” means a set of structured data provided by the EETS Provider to the Toll Charger necessary to charge the toll amount due.

14. **“Evaluation and Compliance Assessment Commission/ The Commission”** means a subsidiary body set up by an order of the Chairman of the Management Board of the Road Infrastructure Agency with the aim to carry out the procedures for proving of interoperability under Chapter 2 of Part II.
15. **“Toll Charger”** means a legal entity that is designated to operate the Electronic Toll Collection System under Art. 10, para. 1 of the Roads Act, as well as to establish and collect the relevant toll charges with the help of that system.
16. **“Personal Data”** means all data which may relate to a particular natural person, including data concerning the individualisation of the natural person (name, PIN (personal identity number), identity document, vehicle registration number, etc.), address, e-mail address, and any other data relevant to the payment of toll charges.
17. **“Route Pass”** means a document that is issued once against payment of a toll as per the Tariff under Art. 10, para. 6 of the RA (Roads Act), which entitles the road user to travel a preliminary requested distance on a particular route.
18. **“Ordinance”** is the Ordinance on the conditions, procedures and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled.
19. **“Invalid on-board equipment”** means equipment the operation of which is impaired in such a way that the Provider cannot properly prepare the toll declaration and/or is provided to a user of the paid road network who has unpaid toll obligations and a term specified in the contract concluded has expired.
20. **“Default”** means any guilty act or omission committed in violation of the provisions of the present General Terms and Conditions, individual contracts or applicable statutory provisions.
21. **“Force majeure”** means a circumstance (event) of an exceptional nature which has arisen after the Contract conclusion, could not have been foreseen and is not dependent on the will of the Parties such as: fire, industrial incidents, hostilities, natural disasters – storms, heavy rains, floods, hail, earthquakes, ice, drought, landslides, etc. natural elements, embargo, government or legal prohibitions, strikes, riots, disorder, etc., and which affects the performance of the obligations of either party to the Contract.
22. **“Non-working days”** means public holidays and absentee days in the Republic of Bulgaria within the meaning of Art. 154 of the Labour Code.
23. **“Toll Domain”** means an area within the territory of the European Union that is part of a European road network or infrastructure such as a tunnel, a bridge or a ferry line where toll is collected.
24. **“Paid road network”** means a system of roads and their sections on the territory of the Republic of Bulgaria for the passage of which a vignette or toll is collected and which are designated as such in a specific list adopted by the Council of Ministers and promulgated in the State Gazette pursuant to Art. 10, para. 3 of the Roads Acts.

25. **“Road vehicle owner”** means a person entered as an owner in the registration certificate of a road vehicle (RV).
26. **“Road vehicle user”** means any person other than the owner but actually using the vehicle;
27. **“EETS user”** means a (natural or legal person) who subscribes a contract with an EETS Provider in order to have access to EETS.
28. **“Conciliation Body”** means the Conciliation Body with the Ministry of Regional Development and Public Works which, pursuant to Art. 10h, para. 5 and 6 of the Roads Act, deals with disputes arising between the Toll Charger and the Providers.
29. **“Substantial violation of the EETS Contract”** means failure of the Provider to fulfil one or more quality indicators within 3 (three) consecutive months; delayed payment of amounts due by the Parties by more than 30 calendar days; and any other failure of the Parties to fulfil their obligations that occurs at least three times within three calendar months of the contract operation or in the case of continuing violation of the Contract, its non-elimination within 30 days of notification about its existence.
30. **“Toll segment”** is a separate part of a road or a road section of the paid road network, individualized by an identification number and direction of movement, for the entry into which toll charge is due according to the length of the toll segment and the rate set out in the tariff under Art. 10, para. 6 of the Roads Act for the respective road or road section.
31. **“Toll charge”** Charge for a distance travelled, which is due under Art. 10, para. 1, item 2 of the Roads Act by the paid road network users.
32. **“Technical operation”** means a phase of the contract operation that starts with the completion of Phase 2 of the procedure for proving interoperability described in Annex 2 to those General Terms and Conditions and ends with the commencement of Commercial Operation, in which phase the Provider has the opportunity to conduct tests in a real environment with on-board units installed on road vehicles of paid road network users with whom it has a contract concluded.
33. **“Commercial operation”** means the actual activity of providing an electronic toll collection service and related services in respect of which the Contract enters into force under the conditions set out in the General Terms and Conditions below;
34. **“Blacklist”** means a list of invalid on-board units maintained by a Provider that is prepared by the Provider and contains the data specified in those General Terms and Conditions.
35. **“Central Component – Charging”** means an information system for determining amounts due by a user of the paid road network for electronic charging based on distance travelled, which is part of the Electronic Toll Collection System.

PART I. Description of toll collection policy

1. Toll Charger:

The Road Infrastructure Agency exercises the powers of the State in relation to the collection of road charges for use of the paid road network and the functions of a toll charger, as well as the management of the mixed charging system for the different categories of road vehicles based on time and distance travelled, as well as the activity of the practical implementation, introduction, operation and control of the toll charging system.

The Agency is a legal entity with budgetary support to the Minister of Regional Development and Public Works, with headquarters in the city of Sofia.

Contact:

Road Infrastructure Agency
3, Macedonia Blvd.
1606 Sofia
Republic of Bulgaria

The functions on collection of road charges and operation of the Electronic Toll Collection System under Art. 10, para. 1 of the Roads Act shall be carried out by a specialized unit “National Toll Administration” to the Agency.

Contact person: Prof. Oleg Asenov, member of the Management Board of the Agency

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Website: www.bgtoll.bg

The powers of the Agency, as well as the overall legal framework for the collection of road charges for passage on the paid road network of the Republic of Bulgaria, are regulated in the following laws and regulations:

- Roads Act;
- Ordinance on the conditions, procedures and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled (“The Ordinance”)
- Rules of Procedure, Operation and Organisation of Work of the Road Infrastructure Agency;
- Tariff for charges collected by the Road Infrastructure Agency.

2. Roads within the charging scope and EETS domain:

The Road Infrastructure Agency as a toll charger, in order to carry out its functions under Art. 18, para. 1, item 8 and Art. 19, para. 1 and 2 of the Ordinance on the conditions, procedures

and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled, defines as its EETS domain the Republican roads in the Republic of Bulgaria included in the List of Republican Roads for which a charge based on distance travelled is collected – toll charge, as set out in the Decision of the Council of Ministers.

Update on the Republican roads for which toll is collected can be found at <https://www.bgtoll.bg/tol-taksa>

3. Road vehicles subject to charging:

The categories of road vehicles, for which tolling for use of the roads included in the EETS domain is applicable, are as follows:

1. Road vehicles (RV) intended for carriage of passengers with more than 8 (eight) seats, excluding the driver's seat;
2. Road vehicles (RV) intended for carriage of goods with two and more axles, having a total technically permissible maximum mass, in composition with a trailer exceeding 3.5 tonnes.

4. Toll charges

Toll charge is paid for use of the Republican roads included in the List of Republican Roads for which a charge based on distance travelled – toll charge, is collected which is proportionate to the distance travelled and is payable by the owner or user of a vehicle having a total technically permissible maximum mass exceeding 3.5 tonnes.

The toll rates depend on the total technically permissible maximum mass of the vehicle, its environmental category and the number of axles, as well as on the type of road - motorways or first, second class roads. The distance travelled shall be calculated as the sum of the lengths of the individual toll segments into which the vehicle concerned has entered and the tolls payable shall be determined on the basis of the sum of the tolls calculated for the toll segments concerned. Each entry into a toll segment shall be considered to be its complete passage.

The amount of toll charges per kilometre travelled is determined in the tariff under Art. 10, para. 6 of the Roads Act. The tariff is adopted by Decree of the Council of Ministers of the Republic of Bulgaria.

5. Conditions for registration of EETS Providers

European Electronic Toll Service (EETS) activity may be carried out by a legal entity that is registered as an EETS Provider in the EU Member State where it is established, i.e. in a Member State where that company is established in accordance with the legislation of that Member State and is officially registered there.

Traders registered in the Republic of Bulgaria shall be entered in the National Electronic Register of EETS Providers in case they meet the following requirements:

1. hold a valid certificate according to BDS EN ISO 9001 or its equivalent;
2. hold a technical equipment and an EC declaration or certificate attesting the Compliance of the interoperability constituents as referred to in item 1 of Annex IV to Commission Decision 2009/750/EC of 6 October 2009 on the definition of the European Electronic Toll Service and its technical elements (OJ, L 268/11 of 13 October 2009);
3. demonstrate competence in the provision of electronic toll collection services or in other relevant domains;
4. have appropriate financial standing;
5. have a risk management plan that is subject to review at least once every two years;
6. be of good repute.

6. Registration procedure

The registration procedure for EETS Providers is set out in detail in the Ordinance. Documents submitted by the applicants for proving the requirements under Art. 22-26 of the Ordinance shall be examined by a commission designated by the Chairman of the Management Board of the Road Infrastructure Agency, which shall prepare a report to the Chairman proposing the registration of the person as an EETS Provider or shall submit a reasoned opinion for refusing registration. Entry in the Register, respectively refusal of entry, shall be made by an order of the Chairman of the Management Board of the Road Infrastructure Agency.

After registration, EETS Providers shall conclude a contract with the Agency under publicly announced terms and conditions and prices. The contract shall be concluded by the Chairman of the Management Board of the Road Infrastructure Agency based on a Decision of the Management Board of the Road Infrastructure Agency. The rules for the establishment of the Evaluation and Compliance Assessment Commission and its competences are laid down in the General Terms and Conditions set out in Part II as well as in the Annexes thereto.

EETS provision activity may also be exercised by persons registered as EETS Providers in another Member State of the European Union if they conclude a contract under publicly available general terms and conditions and prices with the Agency. In such cases, EETS Providers shall notify the Agency in writing of their willingness to conclude a contract indicating the register in which they are entered as EETS Providers. The Agency shall carry out an

inspection in the relevant register and, after verification of its entry and validity, shall conclude a Contract in accordance with the procedure described in the present document.

7. Procedure for Contract conclusion

Prior to the Contract conclusion, EETS Providers shall submit to the Agency an Operational Plan specifying the information to be submitted in a business plan pursuant to Art. 25, para. 4 in relation with Art. 30, para. 3 of the Ordinance, namely: the planned cash flows and financing in order to carry out the activity for a period of not less than 1 (one) year. The planned cash flows and financing serve to calculate the bank guarantee upon the initial conclusion of a Contract. The Operational Plan shall also contain:

- 7.1. presentation and technical specification of the on-board equipment intended to be used;
- 7.2. incident management procedures regarding the direct interaction of the Provider with RIA.

The Operational Plan submitted shall be subject to evaluation by the Agency through the Evaluation and Compliance Assessment Commission. The composition of the Commission shall be determined by an Order of the Chairman of the Management Board of the Road Infrastructure Agency. The Operational Plan shall become an integral part of the Contract.

PART II. General Terms and Conditions to the Contracts for provision of Electronic Toll Collection Service

Chapter 1. Subject matter of the Contract

1. The Agency hereby assigns and the EETS Provider agrees, for remuneration and under the conditions set out in the present General Terms and Conditions and in the individual Contract, to provide, on behalf of the Agency, services to users of the paid road network who have concluded a contract with the Provider for electronic toll collection on the territory of the Republic of Bulgaria, representing one EETS domain.
2. The electronic toll collection service covers the obligation of the Provider to actually report the toll segments in which road vehicles of the category under Art. 10b, para. 3 of the Roads Act have entered, provision of declared toll data for those road vehicles, collection of tolls due from the relevant users of the paid road network and payment of those toll charges in favour of the Agency.
3. The electronic toll collection service shall also include the provision of ancillary services listed in Part II, Chapter 3, Section 1, aimed at ensuring the service to the users, their awareness and providing a technical opportunity for actual reporting of the toll segments into which the road vehicle has entered, by appropriate technical means meeting the requirements set out below.

4. The electronic toll collection service also covers bearing of the financial risk of collecting the tolls due for the use of the paid road network by users in the category of Art. 10b, para. 3 of the Roads Act, who have signed a contract with the Provider.
5. The Agency shall conclude a Contract with any person established in the Republic of Bulgaria and entered in the National Register of EETS Providers or established in another Member State of the European Union and entered in the relevant register of EETS Providers there under General Terms and Conditions for Electronic Toll Collection set out in the EETS Domain Statement and for provision of electronic toll collection service pursuant to Art. 19, para. 2 of the Ordinance. The Agency shall apply the same General Terms and Conditions to all EETS Providers and shall not treat them differently on any grounds. In respect of those Providers, the same price parameters and identical requirements to the financial conditions under which they provide the services shall apply.

Chapter 2. Contract conclusion and achieving interoperability

Section (1) Contract conclusion

6. The Agency shall conclude a Contract with any person who:
 - 6.1 complies with the requirements of Art. 10h, para. 3 of the Roads Act, in relation with Art. 22-26 of the Ordinance, and is entered into a register of EETS Providers in the Member State of the European Union where it is established;
 - 6.2 submits an admissible Operational Plan with a minimum content under Part I, item 7;
7. The submission of documents in the light of the requirements of the preceding item shall be examined by the Evaluation and Compliance Assessment Commission.
8. The Commission shall have the following obligations:
 - 8.1 to establish the substantive compliance of the documents submitted by the EETS Provider prior to the Contract conclusion;
 - 8.2 to conduct interoperability verification procedure.
9. The Commission shall, within 1 (one) month of the submission of the Operational Plan, prepare a report to the Chairman of the Management Board of the Agency proposing the conclusion of a Contract with the EETS Provider or providing a reasoned opinion that the applicant does not meet the requirements for conclusion of such a Contract.
10. The Chairman of the Management Board of the Agency shall conclude a Contract with the EETS Provider on the basis of the proposals in the report referred to in the preceding item and a decision of the Management Board of RIA.

Section (2) Achieving interoperability

11. Within 5 (five) working days of the Contract conclusion, the Parties shall initiate the procedure for achieving interoperability between the electronic systems of the EETS Provider and the Agency. The procedure is conducted in 3 (three) separate stages, upon preliminary agreed schedule between the Parties and is described in details in Annex 2. The Agency shall have the right to unilaterally amend the schedule for conducting the tests if there is a circumstance that would jeopardise and/or impair the operational

suitability and/or security of the Electronic Toll Collection System, as well as in the event of a temporary shortage of resources required for the tests. In the event of interruption of the tests due to unilateral modification of the schedule by the Agency, the deadlines referred to in item 13 shall be suspended until the tests have been reinstated.

12. Upon successful completion of Stage 2 of the interoperability procedure, a “Technical Operation” Phase shall be initiated in which the EETS Provider has the opportunity to conduct, at its own expense and at its own risk, tests in the real environment of on-board equipment installed on road vehicles of contracted users. The Agency undertakes to ensure that on-board equipment tests can be carried out in a real environment, as within this phase no toll charges shall be collected from the road users and no remuneration shall be due to the Provider.
13. The procedure should be successfully completed within 1 (one) year as of the date of Contract conclusion. During the procedure, the Provider may make one attempt to successfully complete Stage 1 and no more than two consecutive attempts to successfully complete Stage 2, respectively Stage 3. In the event that the EETS Provider fails to achieve interoperability at the first attempt in Stage 1 or within two attempts, whether in Stage 2 or Stage 3 of the procedure, the Contract shall be terminated in accordance with Part II, Chapter 4, Section one. If a period of more than 4 (four) months has elapsed between the failure of the first attempt to complete Stage 2 or Stage 3 respectively, and the initiation of a second one, the attempt to complete the procedure shall be deemed to have failed and the Contract shall be terminated.
14. The successful completion of each stage of the interoperability procedure verification shall be certified by a certificate issued by the Agency and the successful completion of Stage 3 of this procedure shall be deemed to have successfully completed the entire procedure by the EETS Provider.
15. All costs arising from the procedures for verification and implementation of interoperability with the Electronic Toll Collection System shall be borne entirely by the EETS Provider.

Section (3) Provision of a bank guarantee

16. In order to guarantee the fulfilment of its toll collection obligations under the Contract, the EETS Provider shall provide a bank guarantee in favour of the Agency, and the Agency shall be entitled to indulge by the amount of the guarantee in case of inaccurate, incomplete or untimely fulfilment of the Contract obligations by the EETS Provider.
17. Upon initial conclusion of the Contract, the EETS Provider shall, within 1 (one) month from the date on which the Agency has confirmed interoperability by the issuance of certificate for successful completion of Stage 3, provide a bank guarantee issued in favour of the Agency, with a validity period of 1 (one) year, as of the date of its issuance, which shall be unconditional, irrevocable and may not be changed without the prior written consent of the Agency.

18. In case of extension of the Contract term under item 80, the EETS Provider shall issue a new bank guarantee with a validity period of 1 (one) year, which shall be unconditional, irrevocable and may not be changed without the prior written consent of the Agency. The bank guarantee should be provided to the Agency in original not later than 10 (ten) days before the expiry of the previous bank guarantee and should be valid from the date of extension of the contract for a new 1-year period. In the event of disbursement of amounts under the bank guarantee, the Provider undertakes to reimburse its initial amount within 14 (fourteen) calendar days of the disbursement.
19. The bank guarantee should be issued by a bank holding a banking license issued by the Bulgarian National Bank under the terms and procedures of the Credit Institutions Act or by a bank authorised to conduct banking activities by a competent authority of a Member State of the European Union.
20. Upon initial conclusion of the contract, the amount of the bank guarantee shall be determined based on of the expected average monthly transactions related to the distance-based charge – toll, that the EETS Provider will pay for the relevant EETS toll domain according to the number of contracts concluded among it and the users of the paid road network and the average distance-based charge per contract, set out in the EETS Provider's Operational Plan.
21. In the event of the Contract term extension, the amount of the bank guarantee shall not exceed the amount per reporting period (fifteen days) of the tolls determined by the Agency, based on the use of the chargeable roads paid by all users of the paid road network, customers of the EETS Provider, on the territory of the Republic of Bulgaria, representing one EETS toll domain. The amount for the reporting period shall be determined on the basis of the sum of all toll charges paid by the EETS Provider in the previous year on the territory of the Republic of Bulgaria, representing one EETS toll domain. The amount for each day shall be calculated by dividing the total amount of toll charges collected for the previous year by 365.
22. Upon initial conclusion of a Contract, the Agency shall notify the EETS Provider of the exact amount of the bank guarantee required before signing the Contract and shall include this amount in the Contract. In the event that the EETS Provider does not give notice for termination of the Contract pursuant to item 80, the Agency shall, within 10 (ten) days after the expiry of the maximum notice for termination by the EETS Provider pursuant to item 80, notify the latter of the exact amount of the bank guarantee for the extended term of the Contract. All costs, fees, commissions and other payments related to the servicing of the bank guarantee transfer, including its reimbursement, shall be borne by the EETS Provider.

Chapter 3. Commercial Operation

Section (1) Rights and Obligations of the EETS Provider

23. The EETS Provider undertakes to provide the users of the paid road network who have concluded a contract with it with the opportunity to actually report the toll segments in which the road vehicle has entered, within the paid road network.
24. The Provider undertakes to use on-board equipment which complies with Annex IV of Decision 2009/750/EC.
25. Compliance of each on-board unit with the requirements set out in Annex IV to Decision 2009/750/EC shall be established by the Agency in the framework of the procedure set out in Part II, Chapter 2, Section 2.
26. The EETS Provider shall ensure that any on-board unit it uses for the purpose of Contract performance will be maintained in good working condition and will transmit accurate data for toll charging purposes, both in relation to the toll segments the vehicle has entered and the circumstances referred to in Art. 10b, para. 1 of the Roads Act relating to the amount of the tolls due. The EETS Provider shall monitor the operation of on-board equipment and adopt a procedure for its provision and servicing to regulate taking of appropriate and timely measures for continuous and seamless provision of the service.
27. In cases where the EETS Provider is informed by a contracted user that a specific on-board unit has stopped the submission of data, the EETS Provider shall, within 1 (one) hour of notification receipt, notify the Agency electronically as well as include the relevant on-board unit in the next list of invalid on-board units (Blacklist) to reflect this change in the Electronic Toll Collection System. If the on-board unit concerned shall be included in the Blacklist during the started and continued use of the paid road network, the user shall declare the toll segments it has actually entered by purchasing a route pass. This option may only be used for a specific separate use of the paid road network if the user has started and has not completed the trip and only until the trip has completed. In such a case, the EETS Provider shall ensure and undertake to ensure that the on-board unit for the next trip of that user or its replacement is in order, and only thereafter may the same be validly excluded from the Blacklist.
28. The EETS Provider shall be obliged to provide for a procedure for the user to declare reliable data on the road vehicle, including its category, technical and environmental performance, and for their validation by the EETS Provider. The EETS Provider shall provide for a procedure for the timely declaration by the user of the actual number of axles of the road vehicle for each individual use of the paid road network. The EETS Provider shall not be liable for vehicle data falsely declared by the user, including its category, technical and environmental characteristics, and the actual number of axles of the vehicle for which the user has submitted false documents to the EETS Provider. The EETS Provider shall be liable for the amount of any damage to the Agency if it is found that the data relating to the vehicle category, its technical and/or environmental

characteristics have been incorrectly declared and charges lower than the amount due under the Tariff have been collected on the vehicle concerned.

29. The EETS Provider shall be responsible for the technical support of the on-board units it provides by providing installation and/or connection, activation, registration (re-registration) in its information system and Electronic Toll Collection System as well as servicing.
30. As of the date of entry into force of the contract in the “Commercial Operation” Phase, the EETS Provider shall be obliged to provide contracted road users with the opportunity to pay a toll charge.
31. All EETS Provider’s on-board units available which are registered, active and used for the purpose of the Contract performance by being made available to paid road network users with which the EETS Provider has a valid contract in force to verify the passage on tolled road sections (toll segments), shall be included in a list of valid on-board units (Whitelist). This list shall record the individual identification number of the on-board unit concerned, the vehicle registration plate data in the Electronic Toll Collection System and the contract identification number of the EETS Provider concerned. The EETS Provider shall exchange this list with the Agency via the Electronic Toll Collection System once a day, between 02:00 a.m. and 07:00 a.m. local time in the Republic of Bulgaria, in accordance with the standards set out in Part II, Chapter 3, Section Four.
32. The Agency undertakes to enter into its Electronic System the data of each Whitelist received, which is sent by an EETS Provider in the format required by the Contract. The entry of the relevant list shall be verified by generating a confirmation in the Agency's Electronic System, which shall be sent to the EETS Provider. The period of validity of each Whitelist shall start from the moment the Agency sends a confirmation to the EETS Provider that the list data has been duly entered into the Electronic System, and shall expire at the time of sending a confirmation of input from a subsequent Whitelist. In the event that the EETS Provider fails to submit a subsequent Whitelist, the last submitted and processed Whitelist shall be valid. Registered and operational on-board unit cannot be used by a paid road user until it is included in the Whitelist.
33. The EETS Provider assumes contractual responsibility that all on-board units included in the Whitelist are valid and transmit correct data to identify the passage of the relevant road vehicles concerned on toll sections under a valid and effective contract between the EETS Provider and the user concerned until they are excluded from that list.
34. The EETS Provider shall have the right to suspend the transmission of toll declarations for a road vehicle without including its on-board unit into the Blacklist, but for a period not exceeding 24 hours after which the Provider shall ensure its inclusion into the Blacklist if the reasons for the transmission suspension of toll declarations persist beyond that period. In such cases, the EETS Provider shall record the reasons for the suspension in its own electronic system and, when the unit is blacklisted, in the Electronic Toll Collection System as well.

35. The EETS Provider shall maintain an up-to-date Blacklist of invalid on-board units containing details of the individual identification number of the on-board unit concerned, the vehicle registration plate data in the Electronic Toll Collection System and the contract identification number of the EETS Provider concerned, as well as details of the time and reason why it has become invalid.
36. The EETS Provider shall immediately inform the contracted user of the inclusion of the on-board unit concerned into the Blacklist or in the cases referred to in item 34. The EETS Provider shall exchange this list with the Agency via the Electronic Toll Collection System once a day, between 02:00 a.m. and 07:00 a.m. local time in the Republic of Bulgaria, in accordance with the standards set out in Part II, Chapter 3, Section Four.
37. The Agency undertakes to enter into its Electronic System the data of each Blacklist received, which is sent by an EETS Provider in the format required by the Contract. Entry shall be verified by generating a confirmation in the Agency's Electronic System and sending it to the Provider. The period of validity of each Blacklist shall start from the moment the Agency sends a confirmation to the EETS Provider that the list data has been duly entered into the Electronic System and shall expire at the time of sending a confirmation of entries from a subsequently received Blacklist. In the event that the EETS Provider fails to submit a subsequent Blacklist, the last submitted and processed Blacklist shall be valid.
38. It is considered that all on-board units included into the Blacklist are not valid and do not transmit data to verify the passage on paid road sections (toll segments) of the relevant road vehicles to which they relate, and in respect thereof the Provider shall not provide an electronic toll collection service until they are excluded from this list.
39. The EETS Provider shall process the charging data generated by all on-board units included in the Whitelist for the relevant period of its validity and shall transmit such data to the Agency in the relevant required format and content, in accordance with Part II, Chapter 3, Section Four, except where an on-board unit is included in the Blacklist under item 35. The EETS Provider undertakes not to process or transmit to the Agency toll data on road vehicles whose on-board units are included in the Blacklist until the relevant on-board units are excluded from that list.
40. Upon initial conclusion of a contract with a paid road network user whose road vehicle is subject to toll charging, the EETS Provider shall register that road vehicle in its own system. For this purpose, the Provider shall create an account of the respective user/owner by entering at least the following data: type and category of the road vehicle, its registration plate data, environmental characteristics, number of the on-board unit and details of its owner or user, including e-mail address for correspondence.
41. Upon completion of this registration through the creation of a valid account, the EETS Provider shall include the on-board unit of that user in the Whitelist, after which it shall be assumed that the EETS Provider shall provide an electronic toll collection service for the vehicle in respect of which the relevant on-board unit is registered, with the scope specified in the present General Terms and Conditions.

42. For each individual use of the paid road network by a user with an on-board unit included in a Whitelist, the EETS Provider concerned is obliged to process the data from this on-board unit and provide it to the Agency within the period of completion of the respective use of each separate paid road section (toll segment) as referred to in Annex 1 into which the vehicle has entered, through the Electronic Toll Collection System, unless the on-board unit is included into the Blacklist under item 35. The data to be provided to the Agency should be in the format according to Part II, Chapter 3, Section Four, and shall correspond to the content of toll data declared within the meaning of §1, item 32 of the Additional Provisions of the Roads Act.
43. The EETS Provider is obliged, upon conclusion of a Contract with the Agency and for the time of its performance, to have and maintain a Technology for verifying the passage on the paid road sections (toll segments) subject to charging in which the vehicle has entered, which is appropriate and interoperable with the Electronic Toll Collection System, which can process the data received from the on-board units until the information necessary to provide valid declared toll data (Toll Data Processing Technology) is reached.
44. The EETS Provider should ensure that, for the Contract duration, it also has a mobile real-time data exchange communication infrastructure between the on-board equipment and Toll Data Processing Technology, which it is entitled to maintain. The Provider shall provide and maintain a compatible interface with the Central Component – Charging (operated by the Agency) for the exchange of declared toll data on users of the EETS Provider's through its own Toll Data Processing Technology, as required in Annex 1. The EETS Provider shall also ensure that, during the period of the Contract duration, a secure and fail-safe information infrastructure is in place to process on-board data (primary data) recorded to declared toll data compatible with the Electronic Toll Collection System.
45. All costs of purchasing/renting or acquiring in any way, as well as of maintaining this Toll Data Processing Technology and its additional components referred to in the preceding items, shall be borne by the EETS Provider and the EETS Provider shall not be entitled to claim from the Agency any costs or other amounts related to its acquisition and maintenance, including its payment.
46. The EETS Provider shall maintain the Toll Data Processing Technology available and functioning for the Contract duration and shall be responsible for its correctness and for the validity and correctness of the data it transmits to the Agency.
47. All toll data received for the vehicle concerned, the on-board equipment of which is included in the Whitelist, shall be transmitted by the EETS Provider concerned to the Agency in the form of a Toll Declaration as required by Part II, Chapter 3, Section Four, except where the on-board equipment is included in the Blacklist under item 35. Each Toll Declaration shall be generated by the Provider's system in the required format and transmitted to the Agency in accordance with Part II, Chapter 3, Section Four in the period specified in Annex 1 from the completion of the respective use of each separate toll segment into which the vehicle has entered.

48. Each Toll Declaration received under Part II, Chapter 3, Section Four shall be processed by the Agency through the Electronic Toll Collection System and a calculation of tolls due for the vehicle concerned shall be carried out on the basis of that declaration. Pursuant of the calculation performed on the basis of the Tariff, the Agency, through the Electronic Toll Collection System, shall generate and send to the respective Provider in electronic format, as required by Part II, Chapter 3, Section Four, a tariff rate for the toll segment(s) for which the respective toll charges are due.
49. The tariff rate, including data of toll due, calculated on the basis of valid Toll Declaration(s) (item 47), shall be automatically obtained in the Provider's electronic system through the Interface Bus Data Exchange System referred to in Part II, Chapter 3, Section Four, and shall be deemed accepted unless the Provider objects to it within 24 hours of receipt. The EETS Provider shall have the right to object to the generated Tariff Rate only in case of detected incorrect handling of the Toll Declaration by the Electronic Toll Collection System, based on valid and truthfully provided toll data. After this period, and provided that no objection has been received from the EETS Provider, the Agency shall include this Tariff Rate into the report for the relevant reporting period of the EETS Provider concerned under item 69. The Provider shall pay the amount specified therein in accordance with the procedures and rules of item 50. Each report shall be sent electronically to the EETS Provider within 3 (three) working days after the expiry of the relevant reporting period as required by item 69, containing data on all Tariff rates generated on the basis of received and processed toll declarations from the on-board units of the EETS Provider concerned within the reporting period. Within each calendar month, there are two reporting periods as follows: from the 1st to the 15th of the month concerned and from the 16th to the last calendar day of the month concerned, inclusive.
50. All regularly generated Tariff Rates included into the report of the respective Provider shall be subject to payment within 5 working days of its receipt. The payment shall be made by the EETS Provider to the bank account of the Agency specified in the Contract.
51. For all processed declared toll data from the on-board units included in the Whitelist and not blacklisted, the EETS Provider shall be entitled to receive remuneration. The amount of remuneration, the manner in which it is determined and the procedure for invoicing and payment are laid down in Part II, Chapter 3, Section Three.
52. The EETS Provider undertakes to respect the minimum requirements for the data processed and to meet at all times the performance indicators set out in Annex 1. That Annex provides a tabular list of applicable quality indicators for the services provided by the EETS Provider that are related to objectivity in registering and timely delivery of the declared data for the purpose of charging based on distance travelled, as well as to interoperability between the electronic systems of the Provider and the Agency.
53. The Agency shall monitor compliance with the minimum requirements for each of the indicators set out in Annex 1. Should one or more of those indicators deviate within one calendar month, the Agency shall be entitled under item 85 of the General Terms and Conditions, and in case of deviations from one or more of the indicators for 3 (three)

consecutive months shall be entitled to terminate the contract with the EETS Provider under provisions of item 86 of the General Terms and Conditions.

54. In order to achieve those indicators, the Agency shall generate through the Electronic Toll Collection System a monthly report pointing out the actual state of implementation of the indicators set out in Annex 1 for the month concerned. The EETS Provider may challenge the data in that report, in which case it shall provide evidence that the data in the report are incorrect. This challenge may be made within 15 (fifteen) calendar days of receipt. In the event of a dispute, the Agency shall designate a responsible person, by order of the Chairman of the Management Board of the Road Infrastructure Agency, to carry out an inspection and to establish whether the challenge by the EETS Provider has been validly carried out and what the result of the data correctness verification in the report is.

Section (2) Rights and Obligations of the Agency

55. The Agency, as a Toll Charger and a person operating the Electronic Toll Collection System under Art. 10, para. 1 of the Roads Act, undertakes to ensure that the EETS Provider has uninterrupted access to this system for the entire Contract duration. The Agency undertakes to manage the processes and monitor the proper reporting and collection of tolls due, subject to regulatory requirements.
56. The Agency shall ensure the availability of a Maintenance Centre by providing staff qualified in different operational fields (payments and invoicing, troubleshooting, complaints and alerts). Those employees of the Agency shall be at the disposal of the Provider for the purpose of remedying and preventing damage, answering technical questions and handling complaints and alerts. In order to ensure the above-mentioned activity by the interface bus, the EETS Provider and the Agency shall appoint appropriate contact persons for their part who shall indicate in the Contract.
57. The Agency shall monitor compliance with the obligations of the EETS Provider with regard to ensuring the technical compatibility and integrity of the Toll Data Processing Technology and its components.
58. The Agency shall monitor compliance with the Provider's activity requirements for the purpose of actual accounting the toll segments into which the vehicle has entered.
59. The Agency shall be obliged to provide the EETS Provider with valid and up-to-date information on the toll context for the purpose of preparing declared toll data. Upon each change, the Agency shall be obliged to notify the EETS Provider at least 30 (thirty) calendar days in advance of any upcoming change. The EETS Provider shall at all time use the latest valid information provided to it by the Agency.
60. In the event of a change in the Electronic Toll Collection System that significantly affects the components and interoperability processes, such as change in the toll charging technology and/or legislation regulating the toll charging that affects the exchange of information through the interface bus and the provision of EETS Provider's operations,, the Agency shall immediately inform the latter in order to draw up a joint plan and measures to implement the change and to limit the time of incapacity of any of the

systems. Each Party shall bear the costs of making the change in respect of its own electronic system and accompanying components, including testing and examination.

61. In the event of change that could affect interoperability constituents or operational processes, the Agency shall inform the EETS Provider about:
 - 61.1 description of the necessary change and proposal for a solution, if any;
 - 61.2 description of the change impact on the EETS Provider (technical, financial, temporal);
 - 61.3 requirements to the time for introducing the changes.
62. The Agency shall monitor and report the receipt of declared toll data included in the Toll Declaration by the EETS Provider in relation to users contracted, and process the data for toll charging purposes.
63. The Agency undertakes to accept any valid Toll Declaration (established in accordance with ISO 12855:2015 as well as in accordance with the interface specification) provided under Part II, Chapter 3, Section Four by the EETS Provider for which there is no evidence of its inaccuracy. The Agency shall not accept toll declarations for on-board units included in the Blacklist.
64. The Agency undertakes to process and comply with the data from each list (Whitelist and Blacklist), validly and timely provided by the EETS Provider, in accordance with the requirements set out in the present General Terms and Conditions.
65. The Agency shall have the right to request and receive information from the EETS Provider on any on-board unit registered by the EETS Provider, whether the unit is included within a given period in a Whitelist, in a Blacklist or with suspended data communication by the Provider in accordance with item 34, as well as on the vehicle for which the on-board unit concerned is registered, its owner or user, its registration plate data, its technical and environmental characteristics and the declared actual number of axles for a given use of the paid road network, as well as on a valid e-mail address of the owner or user or another one for the purpose of sending messages to it relating to the use of the paid road network and related obligations.
66. On the basis of the toll data received from the EETS Provider, the Agency shall calculate the toll charges due by the EETS Provider, taking into account the toll data declared included in toll declarations generated and transmitted by the EETS Provider, under the conditions and in the manner specified in Part II, Chapter 3, Section Four.
67. In return for the provision of the services described in the Contract and those General Terms and Conditions, the Agency shall pay the EETS Provider a monthly remuneration in the amount and under the conditions set out in Part II, Chapter 3, Section Three.

Section (3) Cost of the service, methods and timing of invoicing and payment

68. For provision of electronic toll service within the scope specified in the General Terms and Conditions, the Agency shall pay to the EETS Provider, on a monthly basis, a remuneration of 1.8 % (one point and eight percent) of the value of the toll charges that the EETS Provider has paid to the Agency for the relevant calendar month, including the

two reporting periods under item 49. Value added tax (VAT) shall be separately charged on the amount of the remuneration, if it is due.

69. By the 20th day of the month following the reporting month, the EETS Provider shall send the Agency an invoice by electronic means, including the value of the remuneration due to it and the VAT due and, if not due under any of the applicable exceptions in the Value Added Tax Act, the reason for not charging that tax. An integral part of the invoice are the accrued amounts for the two reporting periods of the month generated by the Agency through the Electronic Toll Collection System, which serves for the purpose of documentary justification of the delivery within the meaning of the Accounting Act and the Value Added Tax Act.
70. The remuneration of the EETS Provider shall be paid in Bulgarian leva (BGN) within 10 (ten) calendar days of receipt of the invoice by the Agency, as it shall be paid by bank transfer to a bank account of the Provider specified in the Contract, which is opened at a bank or a bank branch included in the List of Licensed Banks and Branches of Foreign Banks in the Republic of Bulgaria maintained by the Bulgarian National Bank.

Section (4) Information that the Parties are required to provide to each other

71. For the purpose of implementing interoperability between the systems of the EETS Provider and the Agency, the procedure described in Annex 2 shall be followed.
72. All costs arising from the procedures for verification and implementation of interoperability with the Electronic Toll Collection System shall be borne entirely by the EETS Provider.
73. For the purpose of implementing interoperability between the systems of the EETS Provider and the Agency, the EETS Provider shall maintain an interface bus for exchanging data as per Protocol ISO 12855:2015 'Electronic charging - Exchange of information upon the provision of service and toll charging' in order to manage the communication processes with the Electronic Toll Collection System. The EETS Provider's Interface Bus is a set of interfaces providing essential interoperability functions and constitutes a channel of interaction with the Agency, as the main processes of interaction and exchange of information through that interface bus are being carried out through APDU transfers (request-response), and some APDU transfers should be confirmed using a generic confirmation mechanism (ackADUs-based).
74. The requirements for the file format to be exchanged through that interface bus and the methods for generating, sending and confirmation of the requests, if applicable, are set out in Annex 1 to the present General Terms and Conditions.
75. The Agency and the EETS Provider shall keep each other informed of operational incidents (malfunctions, failures, interruptions, etc.) and/or maintenance work which may have an impact on the other Party's or users' operations. The decision on corrective actions (correction of operational errors, mitigation of operational impacts) shall be adopted on the basis of mutual agreement of the Parties.

76. The EETS Provider should have in place agreed incident management procedures related to the performance of contract services, which to provide to the Agency upon the contract conclusion.
77. The EETS Provider shall provide staff and technical equipment so as to continuously monitor the infrastructure and applications, which are necessary for data exchange via the interface bus, as well as for cooperation in the resolution of operational incidents.
78. The Agency and the EETS Provider shall exchange information on their monitoring centres in relation to the elimination of operational incidents and their impact on the paid road network users.
79. Occasional operational interruptions/restrictions due to maintenance activities by the EETS Provider shall be treated as planned works in the same way as the incidents.

Chapter 4. General provisions

Section (1) Duration of the contract, termination and consequences upon termination

80. The contract is valid for 1 (one) year from the date of its entry into force in the “Commercial Operation” Phase. This period shall be automatically extended by 1 (one) more year, unless the Provider makes a statement about its termination within 1 (one) month before the expiry of the Contract. This rule shall apply to any subsequent period of extension of the Contract.
81. The contract shall enter into force at upon its conclusion, with the exception of Part II, Chapter 3 “Commercial operation”.
82. The contract shall enter into force in Part II, Chapter 3 “Commercial operation” under proven interoperability under the conditions laid down in Part II, Chapter 2, Section Two and after the bank guarantee has been provided in accordance with the requirements set out in Part II, Chapter 2, Section Three.
83. The Contract shall be terminated:
 - 83.1 by mutual consent of both Parties;
 - 83.2 upon termination of its term of validity under the conditions of Art. 80;
 - 83.3 by written 3-month preliminary notice given by the EETS Provider to the Agency;
 - 83.4 automatically in the event of the General Terms and Conditions modification subsequent to the Contract conclusion, if the EETS Provider declares that it does not accept the modification within 10 (ten) days;
 - 83.5 automatically in the event of a breach of the EETS Provider's obligation to provide a bank guarantee as required by the Contract;
 - 83.6 in the cases under item 53 of those General Terms and Conditions.
- 83.7 The contract shall also be automatically terminated in the event that the Provider fails the tests to prove interoperability with the Electronic Toll Collection System in accordance with the requirements and within the terms of item 13.
84. The Contract shall also be automatically terminated in the event that the EETS Provider ceases to meet the requirements of Art. 10h, para. 3 of the Roads Act in relation with Art.

22-26 of the Ordinance and is deleted from the National Electronic Register of EETS Providers, as the Contract shall be terminated from the date of the cancellation decision.

85. The Agency shall be entitled to receive a penalty from the EETS Provider amounting to BGN 10,000 (ten thousand) for each individually established non-compliance with the conditions and requirements under item 47 and item 54.
86. In the event of a material breach within the meaning of the present General Terms and Conditions, the non-defaulting party has the right to unilaterally terminate the Contract by giving 30- (thirty) day written notice sent to the defaulting party, in which the established non-compliance under the Contract is described and a 30-day period for their elimination is prescribed. The date of its receipt by the respective Contracting party in the manner specified in the Contract and at the addresses specified therein, including electronic ones and the contact persons specified therein shall be considered as the beginning of the notice. In the event that the established violations are not remedied within the given period, the Contract shall be deemed terminated as of the date of expiry of the deadline for their elimination. In the event that the Contract is terminated, the defaulting party shall owe to the non-defaulting party a penalty of triple the amount of the bank guarantee provided under the Contract.
87. In the event that a Contractual party delays the performance of its monetary obligation arising in connection with the implementation of the Contract, it owes the counterparty a penalty for late payment of 0.1% (zero point one percent) on the value of the late payment for each day of delay.
88. Upon termination or cancellation of the Contract, by whichever methods under this Chapter, the Parties undertake to make payments due under the Contract in favour of the other party, incurred before the moment of termination or cancellation not later than 1 (one) calendar month from the date of termination or cancellation, as well as the Provider undertakes to exchange with the Agency the relevant information under Part II, Chapter 3, Section Four.
89. Any financial obligations and relations remaining after the termination of the Contract shall be decided in accordance with its provisions until their final settlement.
90. Notwithstanding the date of termination of the Contract, the Parties agree that the obligation for non-disclosure of confidential information under Part II, Chapter 4, Section Three will remain legally binding to them indefinitely.

Section (2) Force majeure

91. In the event of force majeure, the Parties shall not be liable for delay or failure to fulfil their obligations under the Contract.
92. The period for the fulfilment of each obligation shall be extended in compliance with the period during which the implementation was suspended by force majeure.
93. In the event of such a circumstance, the party concerned shall notify the other party in writing as soon as possible but not later than 3 (three) days after knowledge of the event. The notice must contain information on:

- 93.1 the expected impact of force majeure on the contract performance;
- 93.2 proposals on how to avoid or reduce the effect of such an event, or circumstance, as appropriate;
- 93.3 the estimated period of validity and cessation of force majeure;
- 93.4 possible implications for the Contract performance.
- 94. Force majeure is understood as a circumstance (event) of an exceptional nature which has arisen after the Contract conclusion, could not have been foreseen and is not dependent on the will of the Parties such as: fire, industrial incidents, hostilities, natural disasters – storms, heavy rains, floods, hail, earthquakes, ice, drought, landslides, etc. natural elements, embargo, legal and government prohibitions, strikes, riots, disorder, etc.
- 95. In all cases, the Parties explicitly agree to classify as force majeure the existence of technical malfunction of the Electronic Toll Collection System, its individual components and/or elements related to the payment system of the Agency.
- 96. From the date of occurrence of force majeure until the date of its suspension, the Parties shall take all necessary actions to avoid or mitigate the effects of force majeure and to continue fulfilling their obligations under the Contract which are not hindered by its presence.

Section (3) Confidentiality

- 97. During and after the termination of the contractual relationship, each Party undertakes to keep in strict confidence any “Confidential Information” provided to it by the other Party, its employees, agents, customers and counterparties in connection with the Contract performance, not to use, disclose or permit disclosure, not to allow third parties access to such information in any form provided to it in oral, written, graphic or electronic form which constitutes “Confidential Information” within the meaning of the following item, without prior explicit and written permission of the other Party.
- 98. Confidential information includes any information to which the Party has access in connection with the Contract performance relating to all rights, obligations and factual relations undertaken or owned by the other Party and any natural and legal persons associated with it, directly or indirectly, including without limitation, also information concerning:
 - 98.1 technological knowledge and know-how concerning the Contract or the activities of the other Party in business, technical, organisational or other respect, corporate non-public information, business strategies and objectives, schemes and sketches;
 - 98.2 finance, operations, financial and operational results, markets, current or potential customers and suppliers, property, operating methods, personnel, contracts, commitments or contingencies, legal issues or strategies of the other Party, its affiliates and/or counterparties;
 - 98.3 products, technology or scientific, technical or engineering information developed, owned or licensed for the benefit of the other Party, or any subsidiary, related parties and/or counterparties of the other Party, including, but not limited to, exploratory procedures,

experimental data, test results, methodology, business plans, market projections, product development planning, techniques, technical designs and technical solutions, processes, know-how, inventions whether patentable or not, regardless of the manner in which such information is disclosed, written or oral, graphic or photographic, audio-visual, recorded on magnetic tapes or any type of electronic medium, computer disk, prototype, sample, or in any other tangible form.

- 98.4 personal data of past, present and potential customers, counterparties, subcontractors - names, PIN/UIC, address, as well as business data and information: telephone, application documents in paper and electronic form.
- 99. Confidential information may be contained on paper, computer disks, disks and any other electronic media without the need to be substantive in their form. Confidential is also any information relating to the paid road network users, which is exchanged electronically between the parties in connection with the Contract performance, without the need to materialise this information on another electronic medium or in writing.
- 100. The following information shall not be considered confidential:
 - 100.1 information expressly identified by the Party as non-confidential;
 - 100.2 public facts or information that the party itself has made publicly available (e.g. through commercial advertising, statements before the media, publications in printed media and on public websites and similar).
- 101. For the avoidance of any doubt, each Party undertakes to define and/or designate in its correspondence and/or documents of any kind to the other Party in connection with the Contract performance, each individual case and/or document by marking and/or endorsing it with the indication “Confidential Information” or “Confidential” or “Privileged Information”.
- 102. Each of the parties to the Contract undertakes not to discuss, use in its own interest (incl. when performing an activity similar to the other party - economic or not) and/or in the interest of third parties, including but not limited to companies competing with the other party, any Confidential Information to which it has access in connection with the Contract performance during the operation of the latter and after its termination.
- 103. The prohibition on providing Confidential Information under the Contract shall be lifted when this information is formally requested by a competent state or municipal authority in connection with the performance of its duties under the law and in cases where there are grounds for its disclosure under the Access to Public Information Act. In such cases, the Party requested to do so shall inform the other Party forthwith.
- 104. Each Contractual party shall be liable to the other party as its own actions if Confidential Information under the Contract is disseminated by its counterparties and/or subcontractors.
- 105. The Parties undertake not to disseminate or allow the dissemination of personal data made known to them and/or in connection with the conclusion and performance of the Contract.
- 106. In case of violation of the obligation for protection and non-dissemination of Confidential Information and Personal Data - under this Article, the party violating its obligation owes

the non-defaulting party a penalty of BGN 50,000 (fifty thousand) for any violation of those obligations. If, as a result of the dissemination of confidential information or personal data, an administrative and criminal penalty has been imposed on the non-defaulting party, the defaulting party shall owe it the penalty referred to in the previous sentence as well as the full amount of the financial penalty and expenses imposed in connection with the administrative and/or judicial proceedings.

Section (4) Personal Data

107. The Parties shall provide each other with personal data for the purpose of concluding this Contract, and in respect of such data each party shall act as a controller of the personal data of representatives and/or agents of the other party.
108. The EETS Provider shall collect and make available to the Agency personal data relating to natural persons - its customers, their representatives and/or third parties for the purpose of performing the contract concluded between the Agency and the EETS Provider, as well as for the performance of the legal obligations of the parties related to or arising from the Contract concluded.
109. The Agency shall act as a data controller in respect of those personal data collected by the EETS Provider in connection with the performance of the Contract concluded with the latter within the purposes set out therein. As such, the Agency shall determine the purposes for the processing of personal data and the time limits for carrying out such processing.
110. The Agency shall not be responsible for, and shall not have the capacity of the controller of personal data in respect of personal data collected and processed by the EETS Provider in the framework of processing that the EETS Provider carries out for its own purposes which do not fall under the Contract concluded with the Agency, including the provision of services by the Provider or third parties, accounting, etc.
111. The EETS Provider shall act as a personal data processor within the meaning of the General Data Protection Regulation in respect of those data relating to natural persons - its customers, their representatives and/or third parties it has collected in connection with the performance of the contract concluded with the Agency. The EETS Provider shall have all the obligations of a processor, even where the data are not provided to the Agency.
112. The Agency and the EETS Provider undertake to comply with the requirements of the General Data Protection Regulation and any other provisions in force under the national law in the performance of their duties and exercise of their rights
113. The Agency and the EETS Provider shall only provide to each other, for the purpose of concluding and performing the contract,, personal data that has been lawfully collected.
114. The EETS Provider shall, upon collection of personal data, when acting as a processor within the meaning of those General Terms and Conditions, provide the data subjects with relevant information for the purposes and reasons for the processing of such data, including by indicating the electronic address of the policy for the processing and

protection of the personal data of the paid road network users approved and published by the Agency.

115. The EETS Provider shall be obliged to observe the security of the technical means at its disposal for exchanging data with the Agency.
116. The EETS Provider shall undertake to take technical and organisational measures ensuring the confidentiality of such means and to notify the Agency immediately if the security of such means is compromised. The EETS Provider shall be liable for damage resulting from access to personal data by technical means made available to the EETS Provider if the Agency is not informed that it has been compromised or made available to third parties. The specific technical and organisational measures must be described in the contract concluded between the Parties.
117. The EETS Provider shall comply with the Agency's instructions for the processing of data, other use, registration, storage, transfer, disposal and destruction of data media.
118. The Agency shall undertake to send its orders in writing, including by e-mail, in accordance with the intended procedure for the exchange of information with the EETS Provider, with a minimum period of 7 days for their implementation. If urgent action is necessary due to a risk for the security of the personal data processed, the Agency shall indicate this fact and the EETS Provider shall be obliged to take appropriate actions without delay.
119. The EETS Provider shall be obliged to notify the Agency if orders conflict with personal data protection requirements.
120. The EETS Provider shall ensure that all its personnel performing functions in relation to the services provided and the processing of data have undertaken an obligation for protecting personal data confidentiality and are instructed on the consequences arising from a breach of confidentiality obligations. The EETS Provider shall also ensure that those personnel are familiar with and strictly comply with personal data protection standards, that regular briefings are conducted in relation to the identification and prevention of threats to the protection of personal data, and that personnel are responsible for immediate action in the event of a risk of or a breach of the security of the personal data processed.
121. Organisational and technical measures taken by the EETS Provider for ensuring data protection provided by the Agency shall include measures to restrict physical access to data media, measures to prevent unauthorised access and security of processing premises, measures for identifying unauthorised access implemented and data affected by it. The EETS Provider shall ensure that the data provided to it is made available via a secure channel which limits the risk to the persons to whom it relates, is protected from damage, modification or destruction, including by recording on a back-up electronic medium allowing its timely recovery. The organisational and technical measures implemented by the EETS Provider shall enable tracking of any authorised access to data and the actions carried out within its framework.

122. The Agency, and in particular the Data Protection Officer of the Agency, will be empowered to take all measures necessary for monitoring. Monitoring shall be carried out in compliance with the EETS Provider who shall provide the necessary assistance. The Agency shall have the right of access to all information on the processing of personal data carried out by the EETS Provider according to the assigned activity.
123. The EETS Provider will involve third parties (subcontractors) at its discretion and on its own responsibility. The EETS Provider will ensure compliance with data protection provisions and will respect the Agency's right to instruct and inspect any subcontractor, and will take care to ensure the execution of the Agency's instructions.
124. The EETS Provider shall provide data subjects with the opportunity to obtain information on the provision of information and correction of data. The EETS Provider shall comply without delay with data subjects' requests without the need for approval by the Agency, provided that it has established the identity of the personal data subject. In cases of correction, the EETS Provider shall request from the data subject documents to verify whether the personal data reflected in the system are inaccurate or incorrect and is subject to correction, and shall refuse correction if the personal data are accurate and true.
125. The EETS Provider shall be responsible for verifying and correct entering of data into the Electronic Toll Collection System.
126. The EETS Provider shall ensure that Agency's instructions in relation to providing data subjects with the opportunity to request deletion of data relating to them, restriction of processing and provision of data for the right of portability, are executed. The Agency undertakes to provide at least 10 days for the execution of such instructions, and within the same time limit the Provider undertakes to acknowledge instruction receipt and to indicate whether it will be able to execute it within the given time limit.
127. If the EETS Provider carries out automated processing of personal data on assignment by the Agency, the Provider undertakes to assist in exercising the right of the data subjects, to whom the data relate, to object against the automate processing of data.
128. The EETS Provider undertakes to forward to the Agency without delay requests received from persons, whose personal data are being processed, in relation to data deletion, restriction of processing and provision of data with regard to the right to portability, as well as objections against automated processing of data.
129. The EETS Provider and the Agency will immediately inform each other of data protection violations and irregularities, in particular of suspected non-compliance with data protection provisions.
130. The EETS Provider shall immediately inform the Agency if it has identified unauthorised access to the personal data provided to it. In that case, the EETS Provider shall provide information on the nature of the breach and the persons whose data are affected, the possible consequences of the breach and the measures taken to mitigate those consequences, as well as the measures taken to address the security breach. The EETS Provider may delay the provision of information on the breach only where there is a good reason to do so, and shall be obliged to provide information on that reason to the Agency.

The information on the infringement may be provided to the Agency in parts, in order to ensure that the information is provided as soon as possible.

131. The Agency shall organise a notification to the Commission for Protection of Personal Data and persons affected by the breach and the EETS Provider shall provide all necessary assistance in this regard.
132. Upon the contract completion, unless otherwise agreed, personal data with the EETS Provider shall be deleted, unless the EETS Provider has reason to continue processing them for purposes outside the contract performance.

Section (5) Other provisions

133. All communications and notifications between the parties will be deemed valid if they are made in writing and sent by post with acknowledgement of receipt, by courier, fax or e-mail to the addresses and contact persons specified in the Contract.
134. The Contract may be amended or supplemented only upon the Parties' mutual consent expressed in writing.
135. In the event that any section, subsection, provision or part thereof or conditions of this Contract prove void, unlawful or inapplicable under the law in force, this section, subsection, clause or part thereof or conditions shall be regarded as divisible, and the remaining provisions and conditions shall remain in force and binding for the parties as if the void, unlawful or inapplicable provisions under the law in force had not been incorporated.
136. All disputes arising out of the contract or relating to it, including disputes arising out of or concerning its interpretation, invalidity, performance or termination, as well as all disputes about filling gaps in the contract or adapting it to newly appeared circumstances, shall be resolved by the parties through understanding and mutual concessions, and should the consent proves impossible, the parties shall refer their dispute to the Conciliation Body with the Ministry of Regional Development and Public Works.
137. In the event that the Conciliation Body gives instructions to a party under the dispute, which the Commission is referred to with, and these instructions are not implemented in due time, the counterparty under the dispute may refer the dispute to the relevant competent court in the city of Sofia.
138. For all issues not covered hereto, the legal provisions of the Republic of Bulgaria shall apply.
139. The present General Terms and Conditions shall become part of the Contracts between the Agency and EETS Providers and any amendment to the General Terms and Conditions or their supplementation shall be made by providing a written notice to the Provider sent to the person and the contact address specified in the Contract, with a specified time limit for familiarization with the amendment or addendum and, accordingly, a time limit for their possible rejection.

ANNEXES

1. Annex 1 - Performance indicators for provision of electronic toll collection service;
2. Annex 2 - Procedure for verification of interoperability with the Electronic Toll Collection System, according to Section II of the General Terms and Conditions;
3. Annex 3 – Draft contract for provision of electronic toll collection service;