

SETRo CONTRACT

Agreement on the provision of the electronic road tolling service on the EETS Domain Romania

Model – Annex F to the EETS Domain Statement – Romania, version 1.0

No. of

THE PARTIES

Compania Națională de Administrare a Infrastructurii Rutiere – S.A. (National Company for Road Infrastructure Administration), having its registered office in Bucharest, 38 Dinicu Golescu Blvd., Sector 1, postal code 010873, registered with the Trade Register under No. J2004000552406, unique registration code 16054368, legally represented by, acting as Director General, hereinafter referred to as “CNAIR”,

and

....., having its registered office in, registered with the trade register (or the equivalent register in the State of establishment) under No., tax identification code / VAT code, registered as an EETS provider in (Member State of establishment) by under No. of, legally represented by, acting as, hereinafter referred to as the “Provider”,
hereinafter jointly referred to as the “Parties” and each individually as a “Party”,

PREAMBLE

Having regard to:

- Directive (EU) 2019/520 of the European Parliament and of the Council of 19 March 2019 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road fees in the Union, as subsequently amended, Commission Delegated Regulation (EU) 2020/203 and Commission Implementing Regulation (EU) 2020/204;
- Law No. 226/2023 on the application of certain road tolls on the national road network of Romania, as subsequently amended and supplemented (hereinafter the “Law”), in particular Art. 2 letters a) and f), Art. 12, Arts. 14–17 and Art. 23;
- Government Ordinance No. 8/2022 on the interoperability of electronic road toll systems and facilitating cross-border exchange of information on the failure to pay road tolls, as subsequently amended and supplemented (hereinafter “GO No. 8/2022”);
- the Methodological Norms for the application of Law No. 226/2023, approved by Order of the Minister of Transport and Infrastructure No. 922/2026 (hereinafter the “Norms”), in particular Arts. 15–25;
- the EETS Domain Statement – Romania published by CNAIR in accordance with Art. 14 para. (3) of the Law and Art. 15 of the Norms (hereinafter the “Statement”), of which this contract is the model contract;
- the fact that the Provider has completed stages 1–3 of the authorisation procedure laid down in the Statement and CNAIR has invited it to conclude this contract;
- Law No. 287/2009 on the Civil Code, republished, as subsequently amended and supplemented (hereinafter the “Civil Code”),

the Parties have agreed to conclude this contract (hereinafter the “Contract”) on the following terms and conditions.

CHAPTER I – GENERAL PROVISIONS

Art. 1 – Definitions and interpretation

(1) The terms used in the Contract have the meaning given in the Law, in GO No. 8/2022, in the Norms and in the “Definitions and Abbreviations” section of the Statement. In the event of any inconsistency, the definition in the legislative act shall prevail.

(2) References to sections shall be construed as references to the sections of the Statement, and references to articles as references to the articles of the Contract, unless otherwise provided.

(3) Time limits expressed in days are calendar days, except for those expressly expressed in working days or in hours. Time limits are calculated in accordance with Arts. 2552–2556 of the Civil Code. Time limits expiring on a non-working day are extended until the end of the next working day, except for time limits expressed in hours and those relating to the operation of the STRR, which run continuously.

(4) The headings of the articles are for information only and do not affect the interpretation of the clauses.

Art. 2 – Subject matter of the Contract

(1) The subject matter of the Contract is the establishment of the rights and obligations of the Parties concerning the Provider’s access to the EETS Domain Romania and the provision by the Provider of the electronic road tolling service to SETRo users, including the collection and transfer of TollRo to CNAIR, in accordance with Art. 2 letter f) and Art. 15 of the Law.

(2) Under the Contract:

a) CNAIR undertakes to grant the Provider non-discriminatory access to the EETS Domain Romania and to the STRR, to process the TollRo declarations, to determine the TollRo due and to pay the Provider the remuneration provided for in Art. 17;

b) the Provider undertakes to provide the electronic road tolling service to SETRo users, to transmit complete and correct TollRo declarations and to pay CNAIR, in full and on time, the TollRo relating to its users, irrespective of whether it has collected the amounts from them (Art. 18 para. (1) and Art. 20 para. (4) of the Norms).

(3) Payment of TollRo by the SETRo user to the Provider discharges the user’s obligation towards CNAIR (Art. 16 para. (3) of the Law).

(4) The Contract does not confer exclusivity on the Provider and does not limit CNAIR’s right to authorise other EETS providers under identical conditions.

(5) The Contract has no predetermined total value. The amounts owed by each Party are determinable in accordance with Arts. 12–18, on the basis of the TollRo determined by the STRR and of the remuneration methodology.

Art. 3 – Contract documents and order of precedence

(1) The following form an integral part of the Contract: (a) the Statement, with its annexes, in the version in force; (b) Annexes 1–8 to the Contract.

(2) In the event of any inconsistency, the order of precedence is as follows: (i) legislative acts; (ii) the Statement; (iii) the body of the Contract; (iv) the annexes to the Contract. The individualised elements in Annexes 1–4 which are not governed by the Statement apply according to their content.

(3) The Contract reproduces the model published as part of the Statement. The Parties may not agree on clauses that derogate from the Statement or that contain unpublished significant elements, except for the individualised elements (Art. 15 para. (2) letter g) of the Norms; point 13 of Commission Communication C/2025/6688).

Art. 4 – Entry into force and duration

(1) The Contract enters into force on the date of its signature by both Parties and is concluded for an indefinite period.

(2) From its entry into force until authorisation, the Contract has effect only for stages 5–7 of the authorisation procedure (suitability for use testing, provision of the guarantee and pilot operation). The Provider's right to provide the service to SETRo users arises only on the date of the limited authorisation, for the pilot vehicles, and on the date of the authorisation for unrestricted operation, respectively, as communicated in accordance with Art. 6.

CHAPTER II – AUTHORISATION

Art. 5 – Suitability for use testing

(1) The Provider completes tests A–D provided for in section 20 and Annex B, in accordance with the detailed test programme approved by the Parties (Annex 6). The burden of proving conformity to specifications and suitability for use lies with the Provider.

(2) CNAIR makes available the test environment, the technical documentation and the necessary assistance and communicates in writing the outcome of each stage. For stage C, the Provider makes available to CNAIR at least three OBE of each proposed type, which are returned after completion of the tests.

(3) A failed test may be repeated within no more than 10 working days of communication of the result. Testing and pilot operation take place within no more than 6 months in total from the submission of the complete documentation; resumption of testing for unremedied non-conformities takes place within no more than 3 months (Art. 16 para. (3) letter c) of the Norms).

(4) CNAIR recognises EC declarations of conformity and, insofar as they are relevant to the centralised calculation model, the results of suitability tests obtained by the same OBE type in other EETS domains. The test stages may be carried out in parallel, to the extent permitted by the test programme (Annex 6).

(5) CNAIR does not charge an accreditation fee and does not recover its own authorisation, testing and integration costs from the Provider. Each Party bears its own costs.

Art. 6 – Limited authorisation, the pilot and authorisation for unrestricted operation

(1) After successful completion of the tests and provision of the financial guarantee in accordance with Art. 18, CNAIR grants the Provider, by written notice, a limited authorisation, restricted to the pilot vehicles and the verified OBE types (Art. 2 letter a) of the Law; Art. 16 para. (4) of the Norms).

(2) Pilot operation lasts no more than 6 weeks (three settlement periods). For pilot vehicles, TollRo is due and paid through the Provider, in accordance with Arts. 12 and 13. The pilot is successful if all

performance indicators meet the target thresholds, calculated over the entire duration of the pilot in accordance with section 32; the outcome is recorded in a report (Annex 7).

(3) In the event of a successful pilot, CNAIR extends the authorisation to unrestricted operation by reasoned written notice stating the date of commencement of operation, the OBE types and the authorised vehicle classes. CNAIR notifies the authorisation to ICI Bucharest for entry in the National Electronic Register and updates the list in Annex J to the Statement.

(4) A decision rejecting the application for authorisation shall be reasoned in writing and may be subject to the conciliation procedure in accordance with Art. 37.

(5) The authorisation may not be transferred. The use of new OBE types or the extension to other vehicle classes takes place only after their verification and acceptance by CNAIR (Art. 16 para. (4) of the Norms).

CHAPTER III – OBLIGATIONS OF THE PARTIES

Art. 7 – General obligations of the Provider

The Provider has, in particular, the following obligations (Art. 17 para. (1) of the Norms):

- a) to maintain, throughout the authorisation, the conditions on which it was based, including registration as an EETS provider in the State of establishment and the formalities before the National Electronic Register;
- b) to ensure the continuity of the service and the functioning of its own systems and of the interfaces with the STRR, at the service levels set out in section 9;
- c) to transmit complete and correct TollRo declarations and to pay in full and on time the amounts due to CNAIR;
- d) to update the provider register and the list of invalidated OBE;
- e) to provide permanent assistance to users and to resolve incidents and complaints;
- f) to allow CNAIR checks and audits and to notify technical, operational, financial or organisational changes;
- g) to keep records and logs of operations and to comply with security and data protection requirements;
- h) to comply with the obligations laid down in Art. 5 para. (1) or, as the case may be, para. (3) of GO No. 8/2022, including the provision of the data necessary to establish non-payment of TollRo;
- i) to keep separate accounting records of the operations relating to the EETS Domain Romania, allowing reconciliation with the consolidated statements issued by CNAIR;
- j) to provide, at the request of the competent authorities and only on the basis of an express legal provision, anonymised data on the traffic generated on the domain (section 30);
- k) to carry out its activity with the diligence required of a professional (Art. 1480 of the Civil Code).

Art. 8 – OBE, the provider register and the list of invalidated OBE

(1) The Provider makes available to each user an OBE meeting the requirements of section 26, personalises it for the registered vehicle and associates it unambiguously with that vehicle (Art. 22 of the Norms). The Provider is liable to CNAIR for the correctness of the invariable classification parameters recorded in the OBE and in the provider register.

(2) The Provider registers the vehicle and the OBE in the provider register before the vehicle enters the EETS Domain Romania and keeps the register up to date in real time. At any given time, a vehicle may appear on the whitelist of only one SETRo provider.

(3) The Provider informs users, before contracting, that the simultaneous use of several active OBE for the EETS Domain Romania may lead to double tolling and provides them with the means to activate only the appropriate OBE.

(4) The Provider invalidates without delay stolen, lost, destroyed or defective OBE, in accordance with section 8.5 and Arts. 24–25 of the Norms. From the effective time of the invalidation, as confirmed by the STRR, the Provider is not liable for TollRo left unpaid through the use of the OBE concerned.

(5) The Provider keeps a record of OBE associations and re-associations and makes it available to CNAIR on request. The OBE may also be used for other services, provided that this does not affect the provision of the service on the EETS Domain Romania.

Art. 9 – TollRo declarations

(1) The Provider transmits the TollRo declarations in the format, within the time limits and at the periodicity laid down in sections 8, 9 and 27: positions recorded on the domain are transmitted within no more than 30 minutes of measurement while the OBE has connectivity, and stored positions are transmitted when connectivity is restored, within the 7-day acceptance deadline.

(2) CNAIR determines the amount of TollRo on the basis of the declarations transmitted and of the context data in force. Declarations that are rejected or must be recalculated are corrected and retransmitted in accordance with section 8.3 (Art. 20 para. (3) of the Norms).

(3) In the event of any inconsistency concerning the classification of the vehicle, the CNAIR classification prevails, except in the case of a demonstrable error (Art. 20 para. (5) of the Norms). For combinations with towed vehicles, Art. 9 para. (6) of the Norms and section 7.3 apply.

Art. 10 – Obligations of the Provider towards users

(1) The relationship with SETRo users belongs exclusively to the Provider. The Provider fulfils the obligations set out in sections 14.1–14.4 and Art. 21 of the Norms and reflects in its contracts with users their obligations laid down in Art. 17 of the Law and Arts. 23–24 of the Norms.

(2) The Provider shows TollRo separately from the charges for its own commercial services and does not increase the amount of TollRo, does not include in it its own commissions or charges, does not present commercial charges as part of TollRo, does not make payment of TollRo conditional on services that are not necessary and does not levy charges not communicated to and accepted by the user (Art. 21 para. (2) of the Norms; Art. 2 para. (6) of Regulation (EU) 2020/204).

(3) The Provider does not grant users, on behalf of CNAIR, deferrals, instalments, discounts, refunds or other facilities concerning TollRo. Complaints concerning the calculation of TollRo are forwarded to CNAIR in accordance with section 14.4.

(4) The Provider ensures at least one physical point for distribution, assistance and payment collection in Romania, either its own or operated by a third party under a contract concluded with the Provider; the means of payment offered to users are determined by the Provider and communicated to them upon contracting (section 14.3).

(5) The Provider informs users without delay of any unavailability of the service, of the alternative payment methods and of the consequences of OBE invalidation, suspension or termination of the Contract.

Art. 11 – Obligations of CNAIR

CNAIR has, in particular, the following obligations:

- a) to ensure the Provider's access to the STRR and to the test environment, at the availability levels set out in section 9;
- b) to receive, validate and process declarations, to calculate TollRo correctly and to make available to the Provider the tolling result, the consolidated statements and the detailed per-vehicle annexes;
- c) to publish and update the context data, in compliance with the time limits in section 29;
- d) to inform the Provider of STRR malfunctions, of scheduled maintenance (at least 5 working days in advance) and of amendments to the Statement;
- e) to apply the conditions of the Statement in a transparent and non-discriminatory manner to all providers in comparable situations and not to impose technical solutions that hinder interoperability with other EETS domains (Art. 15 para. (4) of the Norms);
- f) to calculate and pay the remuneration in accordance with Art. 17;
- g) to provide a support service for the Provider, the details of which are given in Annex 2; the service is not intended for users;
- h) not to disclose to other toll service providers the data obtained from the Provider and to use them exclusively for the purpose of identifying persons suspected of non-payment and for its obligations towards the tax authorities (section 30).

CHAPTER IV – FINANCIAL PROVISIONS

Art. 12 – Settlement

(1) The settlement period is half a month: from the 1st to the 15th and from the 16th to the end of each month (Art. 18 para. (2) of the Norms).

(2) Within no more than 3 working days from the end of the settlement period, CNAIR issues the consolidated statement, with the detailed per-vehicle annex, and the related TollRo invoice. The commission is shown separately in each consolidated statement (Art. 18 para. (3) of the Norms).

(3) The Provider may contest the consolidated statement within 5 working days of receipt, stating the reasons and the relevant data. CNAIR resolves the challenge within 10 working days; differences are adjusted in the next consolidated statement. A challenge does not suspend the obligation to pay the uncontested amounts.

(4) Sessions not tolled automatically within 30 days for technical reasons attributable to the STRR are tolled subsequently and included in the first consolidated statement issued after tolling, at no additional cost (Art. 9 para. (4) of the Norms).

Art. 13 – Payment of TollRo

(1) The Provider pays TollRo within 7 days of the issue of the invoice, by bank transfer to the CNAIR account indicated in Annex 1. Payment is deemed made on the date the CNAIR account is credited (Art. 18 para. (4) of the Norms).

(2) For late payment, the Provider owes statutory penalty interest, in accordance with GO No. 13/2011 and Law No. 72/2013, calculated for each day of delay, without any formal notice of default being required (Art. 18 para. (6) of the Norms).

(3) The Provider may not discharge by set-off CNAIR's claim regarding TollRo against its own claims, including the remuneration. CNAIR may set off its due and unpaid claims regarding TollRo, missed TollRo and related interest against the remuneration owed to the Provider, by written notice indicating the amounts set off.

(4) In the event of failure to pay in full and on time, CNAIR may call the financial guarantee and may order, on a graduated basis, the suspension of the right to enrol new users and the suspension of the authorisation, only after prior notice to the Provider and no earlier than 72 hours after such notice has been communicated (Art. 18 para. (5) of the Norms; Art. 21).

Art. 14 – Invoicing to users and tax provisions

(1) The Provider invoices TollRo to SETRo users in its own name, in accordance with Art. 17 para. (2) of the Norms and section 10, separately from the charges for its own commercial services. The Provider is responsible for fulfilling the tax obligations relating to invoicing to users.

(2) The commission is invoiced by the Provider to CNAIR in accordance with the rules of the Fiscal Code on the place of supply and the person liable for payment of VAT: with VAT, if the Provider is established in Romania, or under the reverse-charge mechanism, if the Provider is not established in Romania. CNAIR does not issue invoices to SETRo users. Invoices issued between the Parties contain the elements required by the Fiscal Code, the Contract number and the period to which they relate, and are transmitted, where applicable, via the national RO e-Factura system, in accordance with the applicable legislation.

(3) A Provider not established in Romania fulfils its tax obligations in accordance with the Fiscal Code, including, where applicable, by registering for VAT purposes or through a fiscal representative.

(4) If an error attributable to one Party (erroneous data or parameters, late declarations) gives rise to tax corrections or sanctions applied to the other Party, the Party at fault bears the direct loss thus caused, in accordance with Art. 27.

Art. 15 – Liability for missing or erroneous declarations

(1) CNAIR may claim from the Provider payment of TollRo for any failure to declare, supported by evidence, relating to a vehicle on its whitelist, calculated in accordance with section 31 (Art. 20 para. (5) of the Norms).

(2) CNAIR communicates the finding to the Provider, together with the related evidence. The Provider may contest it within 10 working days, and CNAIR resolves the challenge within 15 working days. The amounts established are included in the next consolidated statement.

(3) Payment of missed TollRo does not constitute a penalty, and no commission is due for missed TollRo. The Provider is not liable for TollRo left unpaid through invalidated OBE, from the effective time of invalidation.

Art. 16 – Refunds

Amounts due to users as a result of the resolution of complaints (section 14.4) are adjusted in the next consolidated statement, and the Provider refunds them to the user within no more than 30 days of the

adjustment. The adjusted amounts reduce the commission calculation base in accordance with Art. 17 para. (3).

Art. 17 – Remuneration of the Provider

(1) For the electronic road tolling service and the collection of TollRo, the Provider is entitled to remuneration in the form of a commission, in accordance with Art. 15 para. (1) of the Law, Art. 20 paras. (6)–(9) of the Norms and section 12, the methodology of which has been approved by the CNAIR Board of Directors.

(2) The remuneration covers the service provided in the relationship with CNAIR, namely the obligations laid down in Art. 17 para. (1), Art. 22 and Art. 25 of the Norms. Detection of domain use, route reconstruction and TollRo calculation, performed by CNAIR, are not remunerated, nor are commercial services separate from TollRo, which the Provider may invoice to users.

(3) The commission is applied to the value excluding VAT of the TollRo declared by the Provider, validated in the STRR and transferred in full to the CNAIR account (Art. 20 paras. (6) and (8) of the Norms). The commission relating to a partly paid consolidated statement becomes due on the date of full payment. No commission is due for undeclared, rejected, recalculated or unpaid amounts or for missed TollRo. The calculation base for a month comprises the consolidated statements paid in full in that month; refunds to users and other adjustments reducing validated TollRo reduce the calculation base of the month in which the consolidated statement containing them is paid in full. The tier level and the launch supplement are determined according to the settlement period to which each consolidated statement relates.

(4) Commission scale:

Tier	Monthly average of the TollRo (excluding VAT) included in the calculation base over the last 12 consecutive months of activity	Commission
I – entry tier	up to and including RON 2 million, as well as all providers during their first 12 months of activity	3.00%
II	above RON 2 million and up to and including RON 10 million	2.75%
III	above RON 10 million	2.50%

(5) The Provider is placed in a single tier, the level of which applies to the entire calculation base, subject to the non-regression rule in para. (5¹). During the first 12 consecutive months of activity, the Provider is placed in tier I, regardless of volume. On completion of each period of 12 consecutive months of activity, the placement is updated on the basis of the monthly average of the TollRo included in the calculation base during that period (Art. 20 para. (9) of the Norms); the new placement applies for the next 12 months of activity, to the consolidated statements relating to settlement periods beginning after the completion of the 12-month period, and is communicated to the Provider within no more than 5 working days. The monthly average is the sum of the calculation base relating to the consolidated statements paid in full in the 12 months, divided by the number of months in the period, less the months in which the authorisation was suspended for at least 15 days. The activity period begins on the date of the first TollRo declaration validated in the STRR, includes pilot operation and runs continuously, including during the suspension of the authorisation. The tier thresholds remain unchanged for the duration of a remuneration period; the percentage levels are not indexed.

(5¹) Non-regression rule: if the Provider is placed in tier II or III and the calculation base for a month (V) exceeds the upper threshold of the next lower tier (P_{k-1}), the commission for the month may not be lower than the amount resulting from applying the level of the next lower tier to that threshold: $\text{Commission} = \max [N_k \times V ; N_{k-1} \times P_{k-1}]$. If $V \leq P_{k-1}$, $\text{Commission} = N_k \times V$. While the launch supplement applies, it is added to both levels being compared.

(6) For the period 15.01.2027 – 31.12.2028, the commission levels in the scale are increased by 0.25 percentage points. The increase applies to all SETRo providers, regardless of the date of authorisation, for the consolidated statements relating to settlement periods falling within this interval.

(7) The commission is reduced on the basis of the performance indicators, in accordance with Art. 20. No bonus is granted.

(8) The commission is invoiced monthly. Within no more than 5 working days from the end of each month, CNAIR communicates to the Provider the total commission relating to the consolidated statements paid in full in that month. The monthly commission is determined in the following order: (1) the calculation base for the month, after adjustments; (2) application of the tier level, increased, where applicable, by the launch supplement; (3) the non-regression rule; (4) reductions based on performance indicators, subject to the 20% cap; (5) set-off in accordance with Art. 13 para. (3). The Provider may contest the calculation within 5 working days, and CNAIR resolves the challenge within 5 working days. The Provider issues the invoice for the uncontested part on the basis of the calculation communicated, and for the contested part on the basis of the decision on the challenge, in accordance with Art. 14 para. (2); CNAIR pays each invoice within no more than 30 days of receipt. For late payment, CNAIR owes statutory penalty interest in accordance with GO No. 13/2011 and Law No. 72/2013.

(9) The first remuneration period is 15.01.2027 – 31.12.2028; subsequent periods each last two calendar years, starting on 01.01.2029. During a remuneration period, CNAIR shall not unilaterally reduce the remuneration levels or change the tier thresholds, except for changes required by the legal framework. For each subsequent period, CNAIR publishes and sends to providers the draft levels and thresholds at least 6 months before the start of the period, and providers may submit comments within 30 days; the final levels and thresholds are published by updating the Statement at least 4 months before the start of the period and apply to the Contract from the start of the new period, without the need for an addendum. A Provider that does not accept them may terminate the Contract by notice sent within 30 days of publication, with 3 months' notice, by way of derogation from Art. 34 para. (1) letter b); until termination, the levels and thresholds in force apply. To the extent permitted by the Norms, the methodology for subsequent periods may also include a monthly component per active OBE; such a change applies only from the start of a new remuneration period.

(10) No fixed fees or accreditation costs are deducted from the remuneration.

Art. 18 – Financial guarantee

(1) The Provider provides and maintains, for the entire duration of the Contract and until all obligations have been discharged, a financial guarantee in favour of CNAIR, in accordance with Annex II point 1.1 letter c) to Regulation (EU) 2020/204, Art. 15 para. (2) letter d) and Art. 16 para. (3) letter b) of the Norms and section 13.

(2) The guarantee is provided in the form of a bank guarantee letter or a surety insurance policy, irrevocable, unconditional and payable on first demand, issued by an institution authorised in an EU or EEA Member State, without rating requirements that would exclude medium-sized banks, in

accordance with the model in Annex H to the Statement, in lei or in euro, at the NBR exchange rate on the date of issue. For guarantees in euro, adequacy is checked monthly at the NBR exchange rate on the date of recalculation.

(3) The initial amount is equal to the estimated average TollRo for one settlement period, according to the Provider's 36-month business plan, calculated in accordance with Annex 4. From the first full month of activity, the amount is recalculated monthly, at the level of the monthly average of the TollRo paid by the Provider over the last 12 months (or over the months of activity, if fewer), which represents the ceiling laid down in Regulation (EU) 2020/204. During the first 12 months of activity, the guarantee may not be lower than the initial amount.

(4) An increase resulting from recalculation applies automatically, and the Provider tops up the guarantee within 15 days of CNAIR's notification. A reduction applies only upon the Provider's reasoned request, which CNAIR decides within 14 days.

(5) CNAIR may call the guarantee only for amounts due under the consolidated statements and unpaid when due and for penalties due and unpaid, after prior notice to the Provider and no earlier than 72 hours after such notice has been communicated (Art. 18 para. (5) of the Norms); before suspending the authorisation, CNAIR may order the suspension of the right to enrol new users.

(6) The Provider replenishes the guarantee within 10 working days of the guarantee being called and renews it at least 30 days before expiry. CNAIR returns the guarantee within 60 days of termination of the Contract, after all obligations have been discharged.

(7) Failure to provide, replenish or renew the guarantee in time constitutes grounds for suspension of the authorisation, in accordance with Art. 21.

CHAPTER V – SERVICE QUALITY AND OPERATIONAL COOPERATION

Art. 19 – Service levels

(1) The Provider complies with the service levels set out in section 9, including the incident remediation deadlines: critical incident – no more than 4 hours, major incident – no more than 8 hours, minor incident – no more than 30 days, from detection or from notification by CNAIR.

(2) The Provider announces to CNAIR scheduled maintenance of its system at least 5 working days in advance, in low-traffic periods, and transmits the stored positions within 30 minutes of resumption of service.

Art. 20 – Performance indicators and commission adjustment

(1) The performance indicators, target thresholds and critical thresholds are those in section 32 (KPI 1–KPI 8). The indicators are measured per calendar month; KPI 4 is assessed after expiry of the 7-day acceptance deadline for the transmission of declarations.

(2) If an indicator is below the target threshold for two consecutive months, the Provider submits, within 10 working days of CNAIR's request, a remediation plan, which is approved by CNAIR and has an implementation deadline of no more than 60 days, without reduction of the commission. If the indicator remains below the target threshold after the deadline in the plan, the month's commission is reduced by 5% for each indicator. If an indicator is below the critical threshold, the month's commission is reduced by 10% for each indicator, starting from the first month in which the critical threshold is not met. Only one reduction, the highest, applies for the same indicator and the same month.

(3) The total of the reductions and penalties related to indicators KPI 1–KPI 8, including those relating to KPI 4 (declaration efficiency) and KPI 5 (whitelist accuracy), may not exceed 20% of the month's commission. The cap does not apply to missed TollRo, late-payment interest and damages. The financial consequences apply after the Provider's first 12 months of activity; during that period, the indicators are monitored and reported, and CNAIR may request remediation plans.

(4) Periods of STRR malfunction (Art. 9 para. (4) of the Norms), periods of announced scheduled maintenance (Art. 3 para. (7) of the Norms) and any other situations attributable to CNAIR are excluded from the calculation of the indicators.

(5) The reductions provided for in para. (2) constitute a penalty clause (clauză penală, i.e. pre-agreed damages) within the meaning of Art. 1538 of the Civil Code and are assessed in advance by the Parties as proportionate to the foreseeable loss.

(6) CNAIR sends the monthly report on the indicators by the 25th of the following month. The Provider may submit comments within 5 working days, and CNAIR provides a reasoned reply within 5 working days.

Art. 21 – Operation in degraded mode and suspension

(1) In the event of unavailability of the STRR, of the Provider's system or of the OBE, section 9.1 applies. The Parties inform each other without delay and agree, immediately after the failure occurs, on the measures necessary for the continuity of collection and for avoiding double tolling; the agreed measures are recorded in writing and are binding on the Parties.

(2) CNAIR may suspend the authorisation, by reasoned decision communicated with an indication of the effective time, in accordance with the procedure in section 33, for: (a) non-payment of consolidated statements more than 5 days after the due date or failure to replenish the guarantee within the deadline laid down in Art. 18 para. (6), in compliance with Art. 13 para. (4); (b) serious and repeated failure to meet the performance indicators, within the meaning of section 33, including during the first 12 months of activity; (c) unresolved security incidents; (d) expiry of the partner certificate or of the guarantee without renewal; (e) loss of registration as an EETS provider in the State of establishment.

(2¹) Prior to suspending the authorisation, CNAIR may order the suspension of the right to enrol new users in the cases provided for in section 33; while this measure is in force, the Provider continues to provide the service to existing users.

(3) The effects of the suspension are those laid down in section 33. The suspension ends on the date on which the cause is remedied, as established by CNAIR within no more than 5 working days of the Provider's notification.

Art. 22 – Incidents, communication matrix and operational committee

(1) The Provider applies a documented incident management process in accordance with a recognised standard and notifies CNAIR of any critical incident within no more than one hour of detection.

(2) The Parties designate in the communication matrix (Annex 2) the persons and channels for: incidents (24/7), the interface with the STRR, invoicing and settlement, complaints, information security and relationship management (the SETRo manager). Changes to the data in Annex 2 are notified and take effect on the third working day after receipt, without an addendum.

(3) Representatives of the Parties meet quarterly (monthly during the first year of operation) to review service levels, incidents and planned changes; the conclusions are recorded in minutes.

Art. 23 – Change management

(1) The Provider notifies CNAIR, at least 30 days in advance, of any significant change to its system, to the OBE types or software versions having an impact on position collection, to subcontractors, to financial flows or to physical points (Art. 17 para. (3) of the Norms), in accordance with section 9.3. The notification includes a description of the change, an assessment of its impact on the service and the implementation timetable. CNAIR may request, within 15 days of the notification, regression tests limited to the changed elements. Changes affecting interoperability constituents are applied only after CNAIR's written confirmation.

(2) Changes to the STRR are made in accordance with section 1 and Art. 15 para. (3) of the Norms. In the event of a substantial modification requiring re-authorisation, the Provider obtains re-authorisation within the time limits communicated, and each Party bears its own adaptation costs. Changes required by the legal framework are borne by each Party for its own systems.

(3) If the Provider requests a change to the STRR in its own interest, CNAIR may refuse it with reasons; if it accepts it, the time limits and costs are set by written agreement, at actual cost.

Art. 24 – Reporting, checks and audit

(1) The Provider sends CNAIR the monthly report provided for in section 30, by the 15th of the following month, in the format set out in Annex 5.

(2) CNAIR may carry out documentary checks, unannounced tests proportionate to the Provider's traffic (Art. 2 para. (3) of Regulation (EU) 2020/204), checks at the physical points and checks concerning the OBE and their association with vehicles (Art. 19 of the Norms). An audit at the Provider's premises is announced with 15 working days' prior notice.

(3) The Provider submits the requested documents within the time limit set by CNAIR, which may not be shorter than 10 working days, except for requests concerning data for establishing non-payment, which are handled within the time limits set out in section 9.

Art. 25 – Subcontracting

(1) The Provider may perform its obligations through subcontractors, including for OBE distribution, invoice issuing or user assistance, with prior notification to CNAIR (Art. 17 para. (3) of the Norms).

(2) The Provider is liable to CNAIR for the acts of its subcontractors as for its own acts (Art. 1519 of the Civil Code). Subcontracting does not change the Provider's position vis-à-vis CNAIR, nor its exclusive obligation to pay TollRo.

CHAPTER VI – SECURITY, DATA AND CONFIDENTIALITY

Art. 26 – Information security and cybersecurity

(1) The Parties comply with the security requirements set out in section 28 and with the national legislation transposing Directive (EU) 2022/2555 (NIS 2), to the extent applicable to them.

(2) The Provider notifies CNAIR of any security incident having an impact on the exchanged data or on the STRR within no more than 24 hours of detection, sends an initial report and, after remediation, a final report, and cooperates with CNAIR and the competent authorities to limit the effects.

(3) The Provider protects the private key of the partner certificate and requests revocation of the certificate without delay in the event of compromise. Upon termination of the Contract, the Provider returns or verifiably destroys CNAIR information that it is not required by law to retain.

Art. 27 – Protection of personal data

(1) Each Party processes personal data as an independent controller, on the basis of the legal obligations laid down in the Law, GO No. 8/2022 and the Norms (Art. 6 para. (1) letter c) of Regulation (EU) 2016/679), in compliance with Regulation (EU) 2016/679, Law No. 190/2018 and section 34.

(2) The Provider informs users, upon contracting, of the processing of data, including its transmission to CNAIR, in accordance with Arts. 13–14 of Regulation (EU) 2016/679 and Art. 16 para. (2) of the Law.

(3) The Parties inform each other, without undue delay, of personal data breaches concerning the exchanged data, so as to enable each of them to fulfil its notification obligations under Arts. 33–34 of Regulation (EU) 2016/679.

(4) Data are retained for 5 years from 1 January of the year following collection (Art. 22 para. (2) of the Law) and are irreversibly erased upon expiry of that period, except in the cases provided for by law. If, for a given processing operation, one of the Parties were to act as a processor, the Parties shall conclude, before the start of the operation, the agreement provided for in Art. 28 of Regulation (EU) 2016/679.

Art. 28 – Confidentiality

(1) Technical information, specifications, test scenarios, context data not publicly disclosed, the Provider's technical and commercial concept and user data are confidential. The Parties use them exclusively for the performance of the Contract and do not disclose them to third parties without the written consent of the other Party.

(2) The following are not confidential: information that is public or has become public without breach of the Contract, information developed independently by the other Party, information received from a third party entitled to disclose it without restriction and information whose disclosure is required by law or by legal proceedings. The Party required to disclose informs the other Party, to the extent permitted by law. This article does not prevent CNAIR from fulfilling its obligations under Law No. 544/2001 on free access to information of public interest; the model Contract is public, as part of the Statement.

(3) Information may be communicated to each Party's own staff, affiliated companies, subcontractors notified in accordance with Art. 25, within the limits of the information necessary for their activity, and legal and tax advisers, only to the extent necessary and subject to equivalent confidentiality obligations (section 34.2). The detailed technical documentation, test scenarios and context data not publicly disclosed may be used by the Provider exclusively for the provision of the service on the EETS Domain Romania.

(4) The confidentiality obligations continue to apply after termination of the Contract, without time limit.

Art. 29 – Names and trademarks

The Provider may use the names, trademarks and visual identity elements of CNAIR, TollRo and the STRR only with CNAIR's prior written consent and only for informing users about the service on the EETS Domain Romania, without creating the appearance that it acts on behalf of CNAIR.

CHAPTER VII – LIABILITY OF THE PARTIES

Art. 30 – Contractual liability

- (1) A Party that fails to perform its obligations is liable for the loss caused to the other Party, in accordance with Art. 1350 and Arts. 1530–1537 of the Civil Code.
- (2) Without prejudice to the Provider's obligation to pay TollRo and missed TollRo, the Parties are not liable for loss of profit or for indirect losses, except for those caused intentionally or through gross negligence (Art. 1355 of the Civil Code).
- (3) The Provider is liable, under the conditions of para. (1), for tax corrections and sanctions applied to CNAIR as a result of late declarations, erroneous data or parameters incorrectly recorded by the Provider.
- (4) The Provider is not liable for users' failure to comply with their own obligations concerning the setting of the variable parameters of the OBE (Art. 23 para. (4) of the Norms); this circumstance does not remove the Provider's obligation to pay TollRo, under the conditions of the Law and of the Norms.
- (5) The right to damages is not extinguished by termination of the Contract.

Art. 31 – Force majeure and fortuitous event

- (1) Force majeure and fortuitous event have the meaning given in Art. 1351 of the Civil Code and exempt the Party invoking them from liability, under the conditions of the law, for their duration and to the extent of their effects. Lack of liquidity, foreseeable equipment failures or acts of subcontractors do not constitute force majeure, unless they are themselves caused by force majeure.
- (2) The affected Party notifies the other Party within no more than 5 days of the date on which it became aware or should have become aware of the event, stating the obligations affected, the estimated duration and the measures proposed to limit the effects, and sends, within no more than 15 days, the supporting document issued by the competent authority, where applicable.
- (3) Force majeure does not exempt from liability for obligations that fell due before it occurred. If the effects of force majeure last more than 120 days and render the performance of the Contract economically meaningless, either Party may terminate the Contract by notice, without liability for damages.

Art. 32 – Hardship

If the performance of the Contract becomes excessively onerous for one of the Parties as a result of an exceptional change in circumstances, the Parties shall negotiate in good faith the adaptation of the Contract, under the conditions of Art. 1271 of the Civil Code and in compliance with the identical nature of the conditions for all providers. Adaptation concerning general conditions is carried out only by updating the Statement.

CHAPTER VIII – AMENDMENT AND TERMINATION OF THE CONTRACT

Art. 33 – Amendment of the Contract

- (1) The Contract is amended by an addendum signed by both Parties, except in the cases provided for in para. (2) and in Art. 22 para. (2).

(2) Updates to the Statement, published in accordance with section 1 and Art. 15 para. (3) of the Norms, apply to the Contract by operation of law from the indicated date of application, without an addendum.

(3) A Provider that does not accept an update to the Statement may terminate the Contract in accordance with Art. 34 para. (1) letter b).

Art. 34 – Termination of the Contract

(1) The Contract terminates: (a) by written agreement of the Parties; (b) by unilateral termination by the Provider, with at least 6 months' notice, to allow user migration, or, in the case provided for in Art. 17 para. (9), with the 3 months' notice provided for therein; (c) by termination for breach by CNAIR, in accordance with para. (2); (d) by unilateral termination in accordance with Art. 31 para. (3); (e) in other cases provided for by law.

(2) CNAIR may terminate the Contract for breach by unilateral declaration of termination communicated to the Provider in accordance with Art. 1552 of the Civil Code, after prior notice granting a remediation period of at least 15 days, if the Provider: (a) loses its registration as an EETS provider in the State of establishment; (b) no longer meets the conditions of authorisation; (c) fails to pay TollRo for more than 45 days after the due date; (d) fails to restore the guarantee within 30 days of a suspension ordered on that ground; (e) is in a situation of serious and repeated failure to meet the performance indicators which has not been remedied within 3 months of the suspension; (f) fails to obtain the re-authorisation required by a substantial modification of the STRR; (g) has an irremediable technical incompatibility; (h) seriously breaches its obligations regarding security or data protection.

(3) This article applies in compliance with Law No. 85/2014 on insolvency prevention and insolvency proceedings. The opening of insolvency proceedings does not, in itself, constitute grounds for termination for breach; CNAIR's rights are exercised under the conditions of that law, including for non-payment of obligations arising after the opening of the proceedings.

(4) Withdrawal of the authorisation is ordered by reasoned decision stating the termination date and the available remedies (Art. 16 para. (3) letter e) of the Norms).

Art. 35 – Effects of termination

(1) On the termination date, the Provider is deactivated in the STRR, and the vehicles of its users are no longer considered covered by the Provider for subsequent journeys. The vehicles on the Provider's whitelist are removed from the active whitelist in the STRR, so that users can enrol with another SETRo provider. The same rule applies during the suspension of the authorisation.

(2) The obligations of payment, data retention, confidentiality and cooperation in payment enforcement, as well as the right to damages, survive termination. The Parties shall not be required to return the performance rendered prior to termination.

(3) The financial guarantee is maintained until all obligations have been discharged and is returned in accordance with Art. 18 para. (6).

Art. 36 – Withdrawal from the domain and user migration

Upon termination of the Contract, the Provider: (a) informs users at least 3 months in advance or, in the case of termination that does not allow notice, without delay, of the termination date and of the alternative payment methods; (b) transmits the declarations relating to all journeys made up to the

termination date, within the 7-day acceptance deadline; (c) invalidates the OBE on the termination date; (d) pays all amounts due. CNAIR publishes the termination date on its own website.

CHAPTER IX – FINAL PROVISIONS

Art. 37 – Conciliation and dispute resolution

(1) The Parties shall endeavour to settle amicably any disagreements concerning the performance of the Contract, through the representatives designated in Annex 2, within no more than 30 days of notification of the disagreement.

(2) Either Party may refer a matter to the conciliation body provided for in Art. 11 of GO No. 8/2022 and Art. 23 of the Law, in particular concerning the non-discriminatory nature of the contractual conditions and of the remuneration and concerning decisions to reject, suspend or withdraw authorisation. Referral to the conciliation body does not suspend the effects of CNAIR's decisions, unless the conciliation body or the court orders otherwise, and is without prejudice to the right to bring proceedings before the courts.

(3) Disputes not settled amicably shall be submitted to the competent courts having jurisdiction over CNAIR's registered office.

Art. 38 – Governing law

The Contract is governed by Romanian law.

Art. 39 – Assignment

(1) The Provider may not assign the Contract or the rights or obligations arising from it (Art. 16 para. (4) of the Norms). Receivables relating to the remuneration may be assigned only with CNAIR's prior written consent, which shall not be unreasonably withheld.

(2) If, by operation of law, CNAIR's responsibilities as the toll charger levying TollRo are transferred to another person, the Contract is transferred to that person, and CNAIR notifies the Provider without delay.

Art. 40 – Communications

(1) Communications are made in writing, in Romanian, to the addresses in Annex 2, by e-mail with acknowledgement of receipt, with a qualified electronic signature within the meaning of Regulation (EU) No 910/2014, by post with acknowledgement of receipt or by courier. Operational communications may also be made in English.

(2) A communication is deemed received: on the date of the acknowledgement of receipt, in the case of e-mail; on the date of signature of the acknowledgement, in the case of post or courier. Notices of suspension, termination for breach or calling of the guarantee are sent both by e-mail and by post or courier.

Art. 41 – Representations of the Parties and compliance

(1) The Parties comply with the legislation on preventing and combating corruption, including Law No. 78/2000, and with the legislation on the implementation of international sanctions, including Government Emergency Ordinance No. 202/2008.

(2) The Provider declares that it is not subject to international sanctions that would prevent the performance of the Contract and notifies CNAIR without delay of any change in that situation.

(3) Each Party declares that it has the capacity and authorisations necessary to conclude and perform the Contract, that the persons signing it are duly authorised and that the conclusion of the Contract does not breach its constitutive documents or other obligations assumed.

(4) The Provider declares that the information and documents submitted in the authorisation procedure are complete and correct, that it has read and understood the Statement and its annexes and that it undertakes to comply with them throughout the term of the Contract.

Art. 42 – Unusual clauses

The Provider declares that it has read and expressly accepts, within the meaning of Art. 1203 of the Civil Code, the following clauses: Art. 13 para. (3) (set-off regime), Art. 13 para. (4) and Art. 18 para. (5) (calling of the guarantee), Art. 17 para. (9) and Art. 33 para. (2) (application by operation of law of updates to the Statement), Art. 20 paras. (2)–(5) (reduction of the commission), Art. 21 para. (2) (suspension), Art. 30 para. (2) (limitation of liability), Art. 34 para. (2) (termination for breach), Art. 37 para. (3) (competent court) and Art. 39 (assignment).

Signature of the Provider for express acceptance of the unusual clauses:

Art. 43 – Final provisions

(1) The nullity of a clause does not affect the other clauses. The Parties shall replace the null clause with a valid clause as close as possible to the purpose of the clause replaced, in compliance with the Statement.

(2) Failure to exercise a right does not constitute a waiver of that right.

(3) The Contract is concluded in Romanian. The English translation is for information purposes only; in the event of any inconsistency, the Romanian version shall prevail.

(4) The Contract is signed with a qualified electronic signature or in two original counterparts, one for each Party.

(5) The annexes form an integral part of the Contract: Annex 1 – Identification details, accounts and representatives; Annex 2 – Communication matrix; Annex 3 – Authorised OBE types and vehicle classes; Annex 4 – Business plan and calculation of the financial guarantee; Annex 5 – Model monthly report; Annex 6 – Test programme; Annex 7 – Model pilot evaluation and authorisation report; Annex 8 – List of legislative acts and reference documents.

Concluded in Bucharest, on, in Romanian.

CNAIR

Director General

.....

Director, Legal Department

.....

Director, Economic and Financial Department

.....

THE PROVIDER

Legal representative

.....

(name, position, signature)

ANNEX 1 – Identification details, accounts and representatives

Item	CNAIR	The Provider
Name	Compania Națională de Administrare a Infrastructurii Rutiere – S.A. (National Company for Road Infrastructure Administration)	.....
Registered office	38 Dinicu Golescu Blvd., Sector 1, Bucharest	.....
Tax identification code / VAT	16054368	.....
Identifier in the STRR (apduOriginator)	—	.....
Bank account for payment of TollRo	IBAN, opened with	—
Bank account for payment of the remuneration	—	IBAN, opened with
Legal representative	.....	.....
Address for invoices	.....	.....

ANNEX 2 – Communication matrix

Area	Availability	Person / position – CNAIR	Person / position – Provider
Critical and major incidents	24/7	.....	.....
Interface with the STRR and certificates	working days	.....	.....
Invoicing and settlement	working days	.....	.....
Complaints concerning TollRo	working days	.....	.....
Information security and data protection	24/7 for incidents	.....	.....
Relationship manager (SETRo manager)	working days	.....	.....
Provider support service	according to the published schedule	.....	—

ANNEX 3 – Authorised OBE types and vehicle classes

OBE manufacturer and model	Hardware / software version	EC declaration of conformity	Authorised vehicle classes	Date of acceptance
.....				

ANNEX 4 – Business plan and calculation of the financial guarantee

The business plan contains, for each of the 36 months from the start of operation: the estimated number of SETRo users; the estimated number of active OBE; the estimated TollRo (excluding VAT). The initial amount of the guarantee is equal to the estimated average TollRo for one settlement period,

calculated as the estimated TollRo for the first 12 months divided by 24 settlement periods. From the first full month of activity, the guarantee is recalculated monthly, at the level of the monthly average of the TollRo paid by the Provider, in accordance with Art. 18 para. (3).

ANNEX 5 – Model monthly report

- the number of active OBE at the end of the month and the change compared with the previous month;
- the number of vehicles registered and deactivated during the month;
- user complaints concerning TollRo received, forwarded to CNAIR and resolved;
- incidents, by category (critical, major, minor), with their duration and the measures taken;
- system unavailability and scheduled maintenance;
- changes made or planned in accordance with Art. 23;
- difficulties in receiving satellite navigation signals (Art. 2 para. (2) of Regulation (EU) 2020/204).

ANNEX 6 – Test programme

The detailed test programme, approved by the Parties before the start of testing (Annex B to the Statement, weeks 15–16), includes: the scenarios for tests A–D; the timetable; the environments used; the number of journeys for each OBE type (at least 20); the acceptance criteria in section 23; the persons responsible.

ANNEX 7 – Model pilot evaluation and authorisation report

The report includes: the pilot period; the vehicles and OBE types involved; the values of the performance indicators against the target thresholds; the non-conformities found and their remediation; the conclusion on the success of the pilot; the proposed date for the start of unrestricted operation; the signatures of the Parties' representatives.

ANNEX 8 – List of legislative acts and reference documents

- Directive (EU) 2019/520; Delegated Regulation (EU) 2020/203; Implementing Regulation (EU) 2020/204; Commission Communication C/2025/6688;
- Law No. 226/2023; GO No. 8/2022; the Norms approved by MTI Order No. 922/2026; MTI Order No. 1925/2025;
- Civil Code; Fiscal Code; GO No. 13/2011; Law No. 72/2013; Law No. 85/2014;
- Regulation (EU) 2016/679; Law No. 190/2018; Law No. 544/2001; national cybersecurity legislation;
- the EETS Domain Statement – Romania, version in force, with its annexes.