

PRECONTRACTUAL INFORMATION NOTICE (ITALIAN LEGISLATIVE DECREE 206/2005; ITALIAN LEGISLATIVE DECREE 70/2003)

PRIVACY POLICY OF TELEPASS S.P.A. EU REG. 2016/679 (“GDPR”).

FOR THE

“GO BY TELEPASS ONLINE” CONTRACT

Carefully read the Pre-contractual Information Notice and the Privacy Policy set forth below in this document, before signing the “GO by Telepass Online” Contract

INFORMATION NOTICE IN ACCORDANCE WITH ART. 7, ITALIAN LEGISLATIVE DECREE 70/2003, AND ARTICLES 48 AND 49 OF THE ITALIAN CONSUMER CODE

1. Suppliers

Telepass S.p.A. – a joint-stock company with a single shareholder, subject to the management and coordination of Atlantia S.p.a. (hereinafter referred to as “TLP” or “Telepass”), with registered office in Rome, via Bergamini, 50, fully paid-up share capital of € 26,000,000.00, tax identification number 09771701001, economic and administrative index number (REA) RM-1188554.

Telepass S.p.A. – Customer Care P.O. Box 2310 branch 39 – 50123 FLORENCE – Communications through the website: www.telepass.com. Tel.: 840.043.043

Together with the Affiliated Entities of Telepass that provide the services the Customer may access by using the “Go by Telepass” service; the updated list of the services of the Affiliated Entities is available in the public area of the website www.telepass.com and in the dedicated app.

2. Characteristics of the “GO by Telepass” service

This Information Notice regards the GO by Telepass service provided by Telepass.

The “GO by Telepass” service, regulated by the “GO by Telepass Online” Contract (hereinafter also referred to as the “Contract”), includes (a) the provision, by Telepass, of an electronic toll payment service, aimed at allowing customers’ vehicles easy access, through their identification and authorisation, to motorways, roads, areas, means of transport, facilities, infrastructures, etc., and the fulfilment of the related obligations, as provided for in the Contract (the “**Electronic Toll Payment Service**”), as well as (b) the provision of additional services strictly related to mobility and the fulfilment of the related obligations, as provided for in the Contract (the “**Additional Services**”), all of the above subject to payment of a monthly fee due only for the actual months of use of the Go by Telepass service and the fixed costs indicated in the Contract and in the relevant Supplementary Document.

In particular, the Electronic Toll Payment Service allows the following, within the limits and under the conditions set out below and with exclusive reference to vehicles for private use, used for the transport of persons and belonging to the “Permitted Vehicle Classes” indicated below:

(a.1) the access of the Customer’s vehicles, identified and authorised by Telepass, to the Italian toll motorway network (“Italian Network”) and to the motorway networks of the mainland territory of the French Republic (“French Network”), of the Kingdom of Spain (“Spanish Network”) and of the Portuguese Republic (“Portuguese Network”), by using special exclusive lanes, without the need to stop, in and out of toll stations (motorway toll booths), with the relative payment, in favour of the motorway operators, of the amounts for tolls due from the Customer for the services which he/she has used, and the subsequent debiting of the corresponding amounts from the Customer’s credit card accepted by Telepass and the fulfilment of the additional obligations envisaged (the “**Electronic Motorway Toll Payment Service**”), as well as

(a.2) the facilitated access of the Customer’s vehicles, identified and authorised by Telepass, to certain



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areas, car parks, roads, facilities, infrastructures, means of transport and/or other services related to mobility, managed by the parties that Telepass reserves the right to stipulate an agreement with (the "Affiliated Entities"), with the relative payment, in favour of the Affiliated Entities, of the amounts (for tolls, fees, etc.) due from the Customer for the services he/she has used, and the subsequent debiting of the corresponding amounts from the Customer's credit card and the fulfilment of the additional obligations envisaged (the "**Other Electronic Toll Payment Services**"), under the conditions provided for in the Contract.

The **Other Electronic Toll Payment Services** made available by Telepass (based on the agreements that Telepass will sign from time to time with the Affiliated Entities) are publicised through the website www.telepass.com, the dedicated app and any other activated information and assistance channels and are to be understood, on a case by case basis, as part of the overall GO by Telepass service. To this end, Telepass shall make available in advance to the Customers, in the aforementioned manner, the information relating to the Other Electronic Toll Payment Services available and, where applicable, the rules and conditions of use of each of these Services. The activation of each of the Other Electronic Toll Payment Services and the Customer's acceptance of the relevant rules and conditions of use (where applicable) shall be deemed to have been completed when the Customer makes first use of the individual Service concerned by accessing it through the European Telepass Device. If activated, the charges for the services (of the Affiliated Entities) used by the Customer through use of the Other Telepass Electronic Toll Payment Services will be included in the accounting document of the GO by Telepass service, in accordance with the rules and conditions of the Contract.

The **Additional Services** allow, within the limits and under the conditions set forth in the Contract, the access of the Customer, identified and authorised by Telepass, to additional services strictly related to mobility, provided by Telepass or by the subjects that Telepass reserves the right to sign agreements with (the "Affiliated Entities"), with the relative payment, in favour of the providers of the services for consideration, of the amounts due from the Customer for the services he/she has used, the subsequent debiting of the credit card of the corresponding amounts and the fulfilment of the additional obligations provided for in the Contract. The Additional Services made available (on the basis of the agreements that Telepass reserves the right to sign from time to time with the Affiliated Entities and/or the services provided directly by Telepass itself) are publicised by Telepass through the website www.telepass.com, the dedicated app and any other information and assistance channels activated, and are to be understood, on a case-by-case basis, as part of the overall GO by Telepass service. To this end, Telepass shall make available in advance to the Customers, in the aforementioned manner, the information relating to the Additional Services available and, where applicable, the rules and conditions of use of each of these Services. The activation of each of the Additional Services and the acceptance of the relevant rules and conditions of use (where applicable), by each individual Customer, shall be deemed to have been completed when the Customer makes first use of the single Additional Service concerned by accessing it through the European Telepass Device (or through the dedicated app and/or using special credentials or other methods provided by Telepass). In the event of activation, any charges for the use of the Additional Services (of the Contracting Parties or of Telepass) will be included in the accounting document of the GO by Telepass service, according to the rules and conditions of the Contract.

Telepass reserves the right to change and update the Other Electronic Toll Payment Services and the Additional Services available and/or activated and to change and update the list of the Affiliated Entities, giving notice thereof in the manner provided for in the Contract. The Customer may at any time deactivate one or more of the Other Electronic Toll Payment Services and the Additional Services through the dedicated app and in the manner provided for in the Contract.

To use the Go by Telepass service, Telepass provides the Customer, under the conditions set out in the Contract, with a dedicated app and a special device (the "**European Telepass Device**"), which allows the exchange of information with the automatic detection systems of the motorway network operators and of the Affiliated Entities and with the Telepass computer system, allowing the identification of Customers and

vehicles in transit and their authorisation to access and use the relative services, so as to allow, then, the motorway operators and the Affiliated Entities to calculate what is due to them from the Customer and, consequently, to allow Telepass to provide for the transfer, in favour of such parties, of the amounts (for tolls and fees) due from the Customer for the services he/she has used through the use of the GO by Telepass service, as well as to charge the Customer for the corresponding amounts, as provided for below.

The European Telepass Device can be used at each of the toll motorway networks listed below, only on vehicles for private use, used for the transport of persons, and belonging to the following classes (the "Permitted Vehicle Classes"):

- within the Italian Network, on vehicles that belong, according to the regulations of Italy: (i) to Class A (motorcycles with a cylinder capacity of not less than 150 cc and two-axle vehicles with a height not exceeding 1.30 metres at the first axle); (ii) to Class B (two-axle vehicles with a height exceeding 1.30 metres at the first axle); (iii) to Class 3 (vehicles and convoys constructed with 3 axles);
- within the French Network, on vehicles that belong, according to the regulations of France: (i) to Class 1 (vehicles with a total height of up to 2 metres and a permissible laden weight (PTAC) of up to 3.5 tonnes; (ii) to Class 2 (vehicles with a total height of more than 2 metres but less than 3 metres and a permissible laden weight (PTAC) of less than or equal to 3.5 tonnes); (iii) to Class 5 (motorcycles, sidecars and three-wheeled vehicles); (iv) to Class 1 (vehicles of Class 2 adapted for the transport of disabled persons and subject to presentation of the registration document that bears the term "Disabled");
- within the Spanish Network, on vehicles identified, according to the regulations of Spain, as: (i) motorcycles with or without sidecars; (ii) on tourist vehicles without trailer or with trailer, without a double wheel (double tyre tyres); (iii) vans and vans with two axles, four wheels; (iv) minibuses with two axles and four wheels for the transport of passengers with a maximum of nine seats including the driver;
- within the Portuguese Network, on vehicles that belong, according to the regulations of Portugal: (i) to Class 1 (motorcycles and vehicles with a height of less than 1.1 metres); (ii) to Class 2 (vehicles with two axles and a height of more than 1.1 metres).

By subscribing to the GO by Telepass Online Contract and using the GO by Telepass service (even only the Motorway Electronic Toll Payment Service and/or one or more of the Other Electronic Toll Payment Services or the Additional Services), the Customer is required to pay Telepass the fees and costs indicated in the Contract and in the relevant Supplementary Document, through the debiting of the credit card accepted by Telepass.

In particular, the GO by Telepass service is provided and paid for with a "Pay per Use" formula, that is, with a service fee to be paid to Telepass only in the case of use of the GO by Telepass service, under the conditions and in the manner provided for in the Contract. The "Pay per Use" formula of GO by Telepass requires (in addition to charges for tolls and other fees due from the Customer for services he/she accesses using the GO by Telepass service) the payment to Telepass (in addition to the amount due to Telepass for the costs of activating the GO by Telepass service, the shipping costs of the European Telepass Device and any other costs and indemnities accrued pursuant to this Contract) of a service fee for each calendar month in which (i) the toll payment/detection systems have recorded the use of the European Telepass Device delivered to the Customer on one or more of the motorway networks included in the GO by Telepass service or the use of one or more of the Other Electronic Toll Payment Services (e.g. parking in car parks in affiliated facilities, etc.), and/or (ii) the Customer has used one or more Additional Services, in accordance with the rules and conditions of the Contract.

The European Telepass Device can be paired with only one license plate at a time. In any case, the same license plate cannot be connected to more than one Telepass device, whether it is a European Telepass device or another Telepass device.

The European Telepass Device, supplied to the Customer as a free loan, pursuant to art. 1803 of the Italian



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Civil Code, remains the property of Telepass, with all legal consequences, and cannot be sold or granted for use for any reason to third parties.

The installation of the European Telepass Device on the vehicle indicated must be carried out in accordance with the instructions indicated in the user manual and is carried out at the expense and under the responsibility of the Customer, who must keep it and preserve it in accordance with art. 1804 of the Italian Civil Code.

3. Who can subscribe and eligibility checks

The GO by Telepass Online Contract is addressed exclusively to natural persons who (i) hold a credit card belonging to the Visa, MasterCard, Amex and Diners circuits or to the other circuits that Telepass reserves the right to indicate, on which to debit payments with the specific debit and billing cycles provided for in the Contract and who (ii) are domiciled in one of the Countries indicated in the table in section 7 below as well as on the website www.telepass.com, in the dedicated app and in the Supplementary Document relating to this Contract.

Telepass allows subscription to the GO by Telepass service only to Customers who sign, together with the GO by Telepass Online Contract, the General Terms and Conditions of Autostrade per l'Italia S.p.A. (present in the same document in which the Rules and Conditions of the GO by Telepass Online Contract are set out) regarding the use of the automated electronic toll payment system at stations on the Italian toll motorway network.

Telepass allows subscription to the GO by Telepass service by the natural persons indicated above and then provides, in favour of the operators of the motorway networks and the Affiliated Entities, for the payment of tolls and fees due from the Customer as a result of his/her use of the GO by Telepass service, based on the assumption that (i) it will be possible for Telepass to obtain payment of the corresponding amounts and any other sum due from the Customer and to be credited to Telepass, pursuant to this Contract, at the scheduled deadlines, through the direct debit of payments on the credit card held by the Customer, and (ii) no elements exist that could significantly increase the risk that the Customer will not be able to fulfil his/her payment obligations towards Telepass at the due dates and (iii) no elements exist that would warrant the suspicion or the belief that there is any fraudulent or unauthorised use of the GO by Telepass service and/or the relative European Telepass Device based on the terms of the Contract itself.

For this reason, as part of the procedures for the on-line subscription of the Contract, Telepass carries out some eligibility checks on the applicant and verifies in advance (and, if the Contract is concluded, also during the contractual relationship), also through third parties, the applicant's ownership of and the validity of the credit card indicated by the applicant him/herself, in compliance with the law and with the methods described in the Information Notice provided by Telepass pursuant to Art. 13 of Regulation (EU) 2016/679 "GDPR".

4. How to subscribe to the GO by Telepass Online Contract

To subscribe to the "GO by Telepass Online" Contract, after having read this Information Notice and the Privacy Policy provided by Telepass pursuant to Article 13, Regulation (EU) 2016/679 ("GDPR"), and which the Customer must read before beginning to fill in the forms, it is essential to follow the instructions provided by Telepass to complete the procedure, providing the requested information and confirming the relevant acceptances, until the entire procedure has been completed.

The online subscription to the GO by Telepass service and, therefore, the activation of the GO by Telepass service can only take place through the online procedures made available by Telepass (i) on the www.telepass.com website, (ii) on the dedicated app and (iii) on any other channels activated by Telepass itself, following the instructions provided, inserting as necessary the data requested, carrying out the required formalities, giving the necessary consent, both mandatory and optional, and, finally, signing the entire contractual document with the Digital Signature in the manner indicated in the Contract, in accordance with both the request to enter into the Contract relative to the GO by Telepass Online service and to adhere



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to the ASPI Rules and General Conditions. In order to use the Digital Signature, the Customer will be required to sign a specific contract with the Certifying Body, according to the methods indicated in the Contract. Telepass reserves the right to accept the applicant's request only after the positive outcome of the eligibility checks of the applicant referred to above and also after verifying the proper completion of the online procedure for the subscription of the Customer to the Rules and Conditions of the Contract related to the GO by Telepass service and to the General Rules and Conditions of ASPI.

If the applicant's proposal is accepted following the online procedure described above, Telepass will send the Customer, at the end of the procedure itself or, subsequently, by e-mail, appropriate notice confirming the conclusion of the Contract as well as a copy of the Contract, to the e-mail address indicated, and will also send the Customer, by post, to the address indicated by the Customer during the procedure, at a cost to be borne by the Customer, the European Telepass Device requested. With the acceptance of the Customer's proposal, Telepass shall open the related contractual position and activate the services requested by the Customer.

Right to change your mind. The Contract relating to the GO by Telepass service signed through the online procedure indicated above is configured as a "distance contract", pursuant to Directive 2011/83/EU and the Italian Consumer Code. In particular, pursuant to Article 9 of the aforementioned Directive and to Article 52 of the Italian Consumer Code, if the Customer is qualifiable as a "consumer", he/she will have the right to freely withdraw from the Contract within fourteen days from the signing of the Contract itself, without having to provide any justification and without incurring costs other than those provided for in Article 56, paragraph 2, and Article 57 of the Italian Consumer Code, without prejudice to any amounts due (i) for tolls accrued and other fees due for the services used, through use of the European Telepass Device at his/her disposal, until the receipt, by Telepass, of the Device itself, as well as (ii) the payment of an amount equal to the monthly fee of the service fee due under the Contract for the use of the GO by Telepass service. Before the end of said fourteen-day period, the Customer may notify Telepass of his/her withdrawal: (a) by sending a written communication (including by using the appropriate form made available on the website www.telepass.com) by registered letter with return receipt in accordance with the rules and conditions of the Contract; if the Customer has already received the European Telepass Device, he/she must return it to Telepass at a Punto Blu (Blue Point) or motorway Concessionaire Service Center or send it there by registered letter with return receipt; or (b) by going directly to a Punto Blu (Blue Point) or motorway Concessionaire Service Center and returning any Device received.

5. Terms of use and maximum spending limits

The Customer can use the GO by Telepass service only for personal use and within the limits and conditions of use and the maximum spending limits established by the Contract and by the related Supplementary Document, which are provided below.

Specifically, the Customer must use the GO by Telepass service in accordance with principles of good faith and correctness, in compliance with the limits and methods of use of the service provided by the Contract, and refrain from fraudulent or unauthorised use of the service pursuant to the aforesaid Contract. The following are to be considered unauthorised: (a) the use of the European Telepass Device on vehicles not belonging to the Permitted Vehicle Classes; (b) the use of the European Telepass Device on a vehicle (belonging to the Classes of Permitted Vehicles) bearing a different plate than the one correctly communicated to Telepass pursuant to this Contract; (c) the use of the European Telepass Device to take advantage of the related payment services covered by the Contract in a limited period of time with atypical frequency and/or for large or abnormal amounts such as to create (i) the well-founded suspicion of use of the GO by Telepass service for purposes unrelated to personal use or for fraudulent purposes or (ii) a significant increase in the risk that the Customer is not able to fulfil his payment obligations at the due date.

If the Customer fails to comply with any one of the above obligations, Telepass, also in order to prevent the risk of fraudulent or unauthorised use of the GO by Telepass service and the relevant European Telepass Device and to limit the risk of losses, has the right to suspend the GO by Telepass service for a maximum



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duration of 15 (fifteen) days in accordance with the provisions of the Contract. At the end of the suspension, the GO by Telepass service will be automatically reactivated. In particular serious or repeated cases of non-compliance by the Customer with the above obligations, Telepass may withdraw from the Contract, or, if the conditions exist, terminate the Contract itself pursuant to art. 1456 of the Italian Civil Code and discontinue the GO by Telepass service.

The GO by Telepass service, also for the purpose of limiting losses to Telepass in cases of fraud or unauthorised use, can be used by the Customer within the maximum spending limits, determined for defined periods of time (hereinafter, the "Periods of Use") and differentiated by vehicle category, as provided for in the Contract and in the relevant Supplementary Document. In particular, the Customer, within each Period of Use, may use the GO by Telepass service up to the maximum expenditure limit provided for the category to which the vehicle on which the European Telepass Device has been installed belongs: for the category "two-axle vehicles": € 350.00 including VAT; for the category "two-axle vehicles": € 500.00 including VAT. The Periods of Use to which the aforementioned maximum spending limits apply are the following: (i) from the first to the fifteenth day (included) of each calendar month; (ii) from the sixteenth to the last day (included) of each calendar month. For the purpose of calculating the aforesaid maximum expenditure limits, the sum of the amounts (for tolls and other fees relating to access to motorway networks and other areas, car parks, roads, facilities, infrastructure, means of transport and/or other services closely related to the mobility services managed by the Affiliated Entities) due from the Customer and registered in the Period of Use through the GO by Telepass service (and the related European Telepass Device), as calculated in accordance with the Contract, are cumulatively considered; therefore, the amounts due from the Customer to Telepass for fees and fixed costs provided for by this Contract are not calculated in determining if the aforesaid maximum expenditure limits have been reached. If the applicable maximum spending limit is exceeded within a Period of Use, Telepass will suspend the GO by Telepass service until the end of the relevant Period of Use (i.e. until midnight of the last day of the relevant Period). At the end of the Period of Use where the suspension has occurred, the GO by Telepass service will automatically be reactivated.

6. Duration and withdrawal

The GO by Telepass Online contract is concluded for an unlimited period, except in cases of withdrawal and termination of the relationship that are provided for by the Contract.

Telepass reserves the right to discontinue and terminate the GO by Telepass service at any time and withdraw from the relevant contract with the Customer, giving written notice to the Customer at least two months in advance, in the cases and in the manner specified in the Contract. In this case, the Customer is obliged to return the European Telepass Device in accordance with the rules and conditions of the Contract.

The Customer has the right to withdraw from the GO by Telepass Online Contract, at any time and without any penalty or closing charge, except for the payment of the amount due for expenses and costs incurred by Telepass for the performance of the Contract and the amounts due from the Customer for the Electronic Toll Payment Services and the Additional Services which he/she has used by using the Go By Telepass service and which have not yet been invoiced. To this end, the Customer must notify Telepass of his/her intention to withdraw from the Contract by (i) sending – in the manner and at the addresses indicated in the Contract – a written notice of withdrawal, or (ii) going to a Punto Blu (Blue Point) or the motorway Concessionaire Service Centers. In this case, the Customer is obliged to return the European Telepass Device by delivering it to a Punto Blu (Blue Point) or motorway Concessionaire Service Center or by sending it by post, at his own expense, to Telepass, in accordance with the rules and conditions of the Contract. The withdrawal will be effective on the date of receipt of the European Telepass Device by Telepass.

The Contract relating to the GO by Telepass service may be terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by TLP, in the cases indicated by the Rules and Conditions of the Contract itself.

7. Economic conditions of services

By subscribing to the Contract and using the GO by Telepass service, the Customer is required to pay Telepass (in addition to the shipping costs of the European Telepass Device borne by the Customer and other costs and compensation accrued, if any, indicated in the Contract and in the Supplementary Document) the costs and fees indicated in the tables below.

Furthermore, the Customer irrevocably agrees to accept the debit on the credit card accepted by Telepass for: (a) the amounts relating to all tolls and/or fees (calculated in accordance with the provisions of the Contract) due for the Customer's use of the services provided by motorway operators and/or the Affiliated Entities and to which the Customer has had access by making use of the Electronic Toll Payment Service, (b) the amounts due to Telepass for fees, costs, compensation and/or other charges provided for in the Contract for the GO by Telepass service and invoiced by Telepass, as well as (c) the amounts of any additional charges (for fees, costs, compensation and/or other charges) due from the Customer for his/her use of services closely related to mobility provided by Telepass or by the Affiliated Entities and to which the Customer has had access by making use of the Additional Services.

Telepass, in turn, agrees to provide for the payment, in favour of the motorway network operators and the Affiliated Entities, of the amounts, for tolls and fees, due from the Customer for the services provided by the aforesaid parties and to which the Customer's access was made possible through the GO by Telepass service, with simultaneous subrogation of Telepass, in regard to the Customer, in the cases provided for, in the credit position of the aforementioned subjects pursuant to Art. 1201 of the Italian Civil Code. Telepass may also proceed to pay the amount due from the Customer to the motorway network operators and to the Affiliated Entities, and may complete the purchase and pay these subjects the fee for the right to use the service used by the Customer, and then proceed to transfer this right to the Customer and to charge him/her the related fee. Only with the actual payment, in favour of Telepass, of the amount due from the Customer to Telepass pursuant to the Contract, shall the corresponding obligations of the Customer towards Telepass be deemed to have been fulfilled.

Telepass, for each calendar month in which the Customer uses the GO by Telepass service, shall send the Customer an accounting document summarising the amounts due for that month to Telepass and the related invoice issued by Telepass itself. For each calendar month concerned, the summary document and the Telepass invoice are issued on the 23rd of the following calendar month. The amounts billed to the Customer pursuant to the previous paragraph will be debited on the date of issuance of the Telepass invoice.

Telepass, moreover, in relation to each calendar month in which the Customer uses the GO by Telepass service, shall send the Customer, for each relevant period, an accounting document summarising the additional charges pertaining to that month and the invoices (or other suitable document) issued (i) by ASPI, in accordance with the terms set out in the Contract with ASPI referred to in the Premise, or by Telepass, for tolls relating to transits made and charged during the reference period, and (ii) where applicable, by the Affiliated Entities, for services used by the Customer and accessed by using the Go by Telepass service and the relevant European Telepass Device. More specifically: a) for the period between the first and the fifteenth day (inclusive) of the calendar month concerned, the accounting document and the aforementioned invoices shall be issued on the 23rd day of the same month; b) for the period between the sixteenth and the last day (inclusive) of the calendar month concerned, the accounting document and the aforementioned invoices shall be issued on the 8th day of the following calendar month.

Telepass will make the summary accounting documents and invoices available to the Customer free of charge, via e-mail and through the dedicated app, according to the terms and conditions set out in the Contract. Telepass, therefore, will not send such documents in paper format. By accessing the reserved area of the dedicated app, the Customer can view and print, free of charge, the list of trips and charges, invoiced and to be invoiced, relating to the services that he/she has used through use of the GO by Telepass service, as well as the related invoices, in the manner specified in the Contract.

The economic conditions of the GO by Telepass service can be subject to review in accordance with the

conditions provided by the related Contract, without prejudice to the Customer's right to withdraw, within the prescribed terms.

ECONOMIC CONDITIONS OF THE GO BY TELEPASS SERVICE

The following economic conditions established by Telepass S.p.A. will be applied to the Customer by debiting the Customer's credit card that has previously been accepted by Telepass.

FEES AND FIXED COSTS

Description	Value
Cost of activating the GO by Telepass Service	15.00 euros, including VAT
GO by Telepass Service fee (with the "Pay per Use" formula provided) for each calendar month in which the Customer accesses the Italian Network, the French Network, the Spanish Network and/or the Portuguese Network and/or uses one of the Other Electronic Toll Payment Services and/or the Additional Services. Maximum spending limit per calendar year for the fee associated with the Go by Telepass Service	4.00 euros, including VAT 36.00 euros, including VAT
Shipping costs of the European Telepass Device (where contractually required)	7.50 euros, including VAT (*)
Cost for the replacement, at the request of the Customer, of the European Telepass Device	6.00 euros, including VAT
Penalty for failed or delayed return of the European Telepass Device in the event of withdrawal or termination of the contract	25.00 euros
Penalty for use of the European Telepass Device on vehicles not belonging to the Permitted Vehicle Classes	50.00 euros
Compensation for failure to return the European Telepass Device in the event of theft or loss	25.00 euros
Late payment interest due relative to the late payment of invoices starting from the 2nd day after the invoice date	ECB rate + 5 percentage points
Processing of accounting documents, invoices, periodic or end-of-contract notices in the appropriate area of the dedicated app	0.00 euros
Costs related to activities instrumental and/or functional to the out-of-court recovery of credits, for each individual debit summary	5.00 euros (net of VAT and ancillary charges, where due by law)

* if, at any time, the cost incurred by Telepass S.p.A. for the shipment should increase, Telepass S.p.A. shall be entitled to adjust the aforesaid amount to the costs it actually incurs.

MAXIMUM SPENDING LIMITS ¹

Description	Limit
Maximum spending limit for using the Go by Telepass Service (including therein the Other Electronic Toll Payment Services and any Additional Services activated) per Period of Use ²	
Category: two-axle vehicles	350.00 euros, including VAT
Category: three-axle vehicles	500.00 euros, including VAT

¹ This table shows the maximum spending limits per Period of Use of the GO by Telepass service (including the Other Electronic Toll Payment Services and any Additional Services activated). For the purpose of calculating the aforesaid maximum expenditure limits, the sum of all the amounts (for tolls and other fees relating to access to motorway networks and other areas, roads, car parks, facilities, infrastructure, means of transport and/or other mobility services managed by the Affiliated Entities) due from the Customer and registered in the Period of Use through the GO by Telepass service and the related European Telepass Device are cumulatively considered; therefore, the amounts due from the Customer to Telepass for fees and fixed costs provided for by the Contract are not calculated in determining if the aforesaid maximum expenditure limits have been reached.

² The Periods of Use, for which the maximum spending limits apply for the use of the GO by Telepass service (including the Other Electronic Toll Payment Services and any Additional Services activated), are as follows: (i) from the first to the fifteenth day (included) of each calendar month; (ii) from the sixteenth to the last day (included) of each calendar month.

COUNTRIES IN WHICH THE CUSTOMER MUST BE DOMICILED IN ORDER TO SUBSCRIBE TO THE GO BY TELEPASS SERVICE

The GO by Telepass Service is reserved exclusively for natural persons domiciled in:

- Italy
- Other countries belonging to the European Union (with the exception of the United Kingdom)
- Switzerland
- Republic of San Marino
- State of the Vatican City.

* * *

8. Area reserved for Customers

TLP gives Customers who have subscribed to the GO by Telepass service the possibility to access the personal reserved area of the dedicated app, according to the procedures indicated in the Contract. The relative services are provided free of charge.

9. Complaints

The Customer may submit a complaint at any time, by letter, or e-mail to the addresses indicated in this Information Notice, to which TLP pledges to respond as soon as possible.

10. Conciliation procedures and out-of-court settlement of disputes

TLP has established a procedure for the Conciliation and out-of-court settlement of disputes, described in the rules and conditions of the GO by Telepass Online Contracts, free of charge and optional for the Customer.

Furthermore, we inform you that, pursuant to EU Regulation no. 524/13, for the resolution of disputes relating to contracts concluded online, it is possible to use the Online Dispute Resolution (ODR) procedure established by the European Commission and available on the website <http://ec.europa.eu/odr>.

The jurisdiction for legal disputes is the one provided for in the Rules and Conditions of the GO by Telepass Online Contract.

11. Registration on the Telepass website and on the dedicated app

We inform you that the registration on the website www.telepass.com and on the dedicated app allows Telepass to process the personal data of the Customer entered during registration. In this regard, please refer to the relevant Privacy Policy, which may also be consulted on the website www.telepass.com and on the dedicated app, and is available during the registration procedure.

* * *

INFORMATION NOTICE IN ACCORDANCE WITH ART. 13, REGULATION (EU) 2016/679 ("GDPR") / 2003

INFORMATION NOTICE

pursuant to Article 13 of Regulation (EU) 2016/679 ("GDPR")

With this information notice, the Data Controller, as defined below, wishes to inform you of the purposes for which your personal data is collected and processed, which categories of data are processed and your rights recognized by the legislation on personal data protection and how they can be exercised, also enabling you to give your informed consent to processing, if necessary.

1. WHO IS THE DATA CONTROLLER

Telepass S.p.A., with registered office at Via Alberto Bergamini, 50, Rome, in the person of its *pro tempore* legal representative, is the processor of your personal data (the "**Data Controller**" or "**Telepass**").

2. HOW TO CONTACT THE DATA PROTECTION OFFICER

The Data Controller has appointed a "**Data Protection Officer**" or "**DPO**", who may be contacted by sending an email to the email address DPO@telepass.com or by writing to:

Responsabile della protezione dei dati – *Data Protection Officer* (DPO)

c/o Telepass S.p.A.

Via Alberto Bergamini, 50

00159 – Rome

3. PERSONAL DATA DEFINITION

According to the GDPR, personal data is defined as: "*any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social*

identity of that person" (the "Data").

4. PURPOSES FOR THE PROCESSING AND THE RELEVANT LEGAL BASIS

4.1. Telepass collects and processes your Data for the performance and execution of the contract for the Go by Telepass service to enable you to pay motorway tolls or parking charges in facilities affiliated to the Italian, French, Spanish and Portuguese network, *i.e.* for purposes strictly connected with and instrumental to the performance of the precontractual activities required, management of contractual relations (administrative and accounting activities, customer assistance, complaints management and debt collection) and the provision of the services requested at any time.

In particular, Telepass collects and processes the following Data for those purposes:

- Personal details (forename, surname, tax code);
- Address of residence, telephone number and email address;
- Payment details (credit card expiry date);
- Car/vehicle registration number,
- Information on the location of Telepass system on the motorway network (list of trips/journeys made) and at affiliated shops;
- In general, any other data and information required for the conclusion and execution of the contract.

The Data Controller also has a legitimate interest in processing some of your Data strictly necessary for the prevention of fraud and to provide proof of journeys made on the motorway network, the services used and the transactions performed within the scope of the contract, so as to be able to protect Telepass's rights and business assets.

4.2. Your Data may also be processed by the Data Controller for the fulfilment of legal obligations. For example, Telepass may process your data for tax measures connected with the execution of the contract, for managing requests made by the Authority and for obligations relating to the legislation on the prevention of fraud, money laundering and terrorist financing, where applicable.

4.3. The Data Controller may process your Data for sending commercial messages and/or for promotional initiatives to offer you products and/or services similar to those you have already subscribed to directly. Telepass will carry out these activities observing the principles of the GDPR and to pursue its legitimate interest; in any event, you may object to receiving such messages at any time by writing to the Data Controller on email address privacy@telepass.com or by contacting the DPO at the addresses indicated in section 2 above.

4.4. Save as provided for in paragraph 4.3 above, with your express, specific consent, the Data Controller may also process your Data for (present and future) commercial promotional initiatives, send advertising material, conduct market research, direct sales and send commercial communications on the entire range of products and/or services offered by Telepass, by companies in the Group to which it belongs (parent, subsidiary and/or associated companies), by affiliated shops and third party partners. Commercial communications may be sent by using traditional systems (post, operator calls) or automated communication systems (SMS, email, automated calls, App notifications).

4.5. With your express, specific consent, the Data Controller may then process your Data for profiling purposes, to allow the preparation and performance of statistical and market surveys and research, to allow the creation/definition of your profile and/or your personality, to analyse your tastes, your preferences, habits, requirements and/or consumer choices so as to be able to offer you products and services more in line with your requirements and a whole series of promotions and discounts.

The consent you give to the individual items referred to in paragraphs 4.4 and 4.5 above may be revoked at any time by writing to the Data Controller on email address privacy@telepass.com or by contacting the DPO at the addresses indicated in section 2 above.

In any case, we undertake to ensure that the information collected and used is appropriate for the purposes described and does not give rise to an invasion of your private life.

In accordance with the provisions of Article 13 of the GDPR, the table below summarizes the purposes of processing your Data and whether the provision of Data is compulsory or voluntary, the consequences of your refusal to provide it and the legal basis of the processing carried out by the Data Controller.

Paragraph no.	Purpose of the processing	Compulsory or voluntary provision of personal data	Consequences of refusing to provide personal data	Condition for the legality of processing
4.1	Signature of contract for the Go by Telepass service	Voluntary	Impossible for the Data Controller to follow up your requests and to provide you with the service requested	Execution of the precontractual measures adopted based on your request
	Management of contractual relations	Voluntary	Impossible for the Data Controller to follow up your requests and to provide you with the service requested	Execution of the contract
	Protection of business assets and protection of the Data	Compulsory	Impossible for the Data Controller to follow up your requests and to provide you with the	Data Controller's legitimate interest

	Controller's rights		service requested	
4.2	Fulfilment of legal obligations and requests made by the Authority	Compulsory	Impossible for the Data Controller to follow up your requests and to provide you with the service requested	Fulfilment of a legal obligation by the Data Controller
4.3	Commercial information on similar products and services to those purchased	Voluntary	Impossible to send you commercial communications on products and services similar to those forming the subject of the contract	Data Controller's legitimate interest
4.4	Commercial activities carried out by Telepass	Voluntary	Impossible to send you commercial communications on the entire range of products offered by the Data Controller, the companies forming part of the same Group and third-party partners	Your consent
4.5	Profiling	Voluntary	Impossible to offer you personalized proposals and services	Your consent

5. DISCLOSURE OF YOUR DATA

Telepass may disclose some of your Data to third parties in order to carry out the necessary activities to achieve the purposes indicated and described in section 4 above (e.g. dealers interested in journeys made on the motorway stretches they cover, partners and affiliated shops, third parties including the companies processing the payment of the amount due for use of the services offered by Telepass for the Data Processor (e.g.: Stripe Payments Europe, Ltd., controlled by Stripe, Inc.).

As an integral part of the processing activities, your Data may be passed on to other companies directly controlled by Telepass, namely Telepass Pay S.p.A., UrbanNext S.A., Kmaster S.r.l., Telepass Broker S.r.l. and Infoblu S.p.A., or to companies forming part of the Atlantia Group. In particular, your Data may be disclosed to Essediesse S.p.A., with which Telepass has arranged a service contract for the supply of administrative services (e.g. charging for the location of the Telepass app). Telepass will also pass on your

Data to Autostrade per l'Italia S.p.A. and Tangenziale di Napoli S.p.A., both controlled by the parent company Atlantia S.p.A., respectively, for managing requests made by the Authority and to provide you with customer assistance via the contact centre.

Your Data may then be disclosed to third companies offering Telepass logistics services, or to companies carrying out activities for the Data Controller for the technical coordination, assistance and maintenance of information systems and assisting you if you have any questions concerning the Telepass contract and the companies used by Telepass for debt collection purposes.

The aforesaid persons processing your Data on Telepass's behalf are suitably appointed as Data Processors by the Data Controller.

The list of Data Supervisors may be requested by contacting the DPO on the addresses indicated in section 2 above.

Finally, the Data Controller may disclose your Data to persons requiring it under legal obligations and to the credit institutions with which Telepass works for the purposes of arranging the contract. These persons carry out the respective processing activities as independent data processors.

6. WHERE DO WE TRANSFER YOUR DATA

In order to achieve the purposes described in section 2 above, as an integral part of the processing activities, your Data, and particularly Data on payment transactions, will be disclose to the company Stripe, Inc., whose servers are situated in USA.

This transfer of Data is effected based on the Privacy Shield certification adopted by the company Stripe, Inc.

In any event, you can obtain more information and details on the transfer of your Data by contacting the DPO on the addresses indicated in section 2 above or by sending an email to privacy@telepass.com.

7. HOW LONG DO WE KEEP YOUR DATA FOR

The Data associated with you will only be processed by Telepass for the time required for the aforesaid purposes.

In particular, the main periods of use and storage of your Data with regard to the various processing purposes are as follows:

- a) For the purposes of execution of the contract to which you are a party, your Data will be processed by Telepass for the entire duration of the contract and for as long as obligations or measures connected with the execution of the contract continue to exist and will be kept for a period of 11 years after

termination of the contract solely for purposes connected with the fulfilment of legal obligations or the protection of Telepass's rights;

- b) With regard to the processing for marketing purposes, carried out based on the Data Controller's legitimate interest, or your consent, your Data will be processed for the entire period of the contract and for as long as obligations or measures connected with the execution of the contract continue to exist, unless you object to the processing or revoke your consent;
- c) Your Data will be processed for profiling purposes unless you decide to revoke your consent and/or terminate processing. In any event, the profiling activities will only take into consideration data relating to the last 12 months;
- d) For the fulfilment of legal obligations, your Data will be processed and stored by Telepass for as long as it needs to be processed to fulfil such legal obligations.

8. YOUR RIGHTS AS DATA SUBJECT

During the period for which Telepass holds or processes your Data, you may exercise the following rights at any time, in your capacity as the party concerned by the processing:

- **Right of access** – You have the right to obtain confirmation of the existence or otherwise of processing concerning your Data and the right to receive any information on such processing;
- **Right of rectification** – You have the right to obtain the correction of your Data in our possession, if it is incomplete or incorrect;
- **Right of erasure (“right to be forgotten”)** – In certain circumstances, you have the right to obtain the erasure of your Data present in our archives if it is irrelevant to the continuation of the contractual relationship or not required by law;
- **Right to restriction on processing** – Upon the occurrence of certain conditions, you have the right to obtain a restriction to the processing of your Data if it is irrelevant to the continuation of the contractual relationship or not required by law;
- **Right of portability** – You have the right to obtain the transfer of your Data in our possession to another data controller;
- **Right to object** – You have the right to object, at any time for reasons connected with your particular situation, to the processing of Your Data based on the legitimate interest or on the performance of a task carry out in the public interest or in the exercise of official authority, including profiling, unless the Data Controller has legitimate reasons to continue the processing prevailing over the interests, rights and freedoms of the interested party or for the assessment, exercise or defence of a right in judicial proceedings;
- **Right to revoke consent** – You have the right to revoke your consent to the processing of your Data at any time, the legality of the processing based on consent given prior to revocation continuing to apply;
- **Right to file a complaint with the Supervisory Authority** – If Telepass refuses to satisfy your requests for access, it will give the reasons for the relevant refusal. Where appropriate, you will be entitled to file a complaint as described in section 9 below.

The aforesaid rights may be exercised in respect of the Data Controller by writing to privacy@telepass.com or by contacting the DPO on the addresses indicated in section 2 above.

Exercising your rights as interested party is free of charge pursuant to Article 12 of the GDPR. However, in the event of clearly unfounded or excessive requests, even due to the repetitive nature thereof, the Data



Società per azioni
Società con unico socio soggetta all'attività di direzione e coordinamento di Atlantia S.p.A. Capitale Sociale: Euro 26.000.000,00 interamente versato - Codice fiscale e numero di iscrizione al Registro delle Imprese di Roma: 09771701001 - REA-ROMA n. 1188554 - P. IVA 09771701001 - Sede Legale: Via A. Bergamini, 50 - 00159 Roma



Società per azioni soggetta all'attività di direzione e coordinamento di Atlantia SpA Capitale Sociale: Euro 622.027.000,00 interamente versato – Codice fiscale e numero di iscrizione al Registro delle Imprese di Roma: 07516911000 REA ROMA n.1037417 P.IVA 07516911000 – Sede Legale: via A. Bergamini,50 – 00159 Roma

Controller may charge you reasonable expenses, in the light of the administrative costs incurred to deal with your request, or refuse to deal with your request.

9. HOW TO FILE A COMPLAINT

You will be entitled to submit requests for the exercise of the rights referred to in section 7 above at any time by writing to privacy@telepass.com or by contacting the DPO on the addresses indicated in section 2 above.

In any event, if you wish to file a complaint regarding the procedure by which your Data is processed by Telepass, or regarding the management of a complaint filed by you, you have the right to file a complaint directly to the Supervisory Authority.

Date and signature
