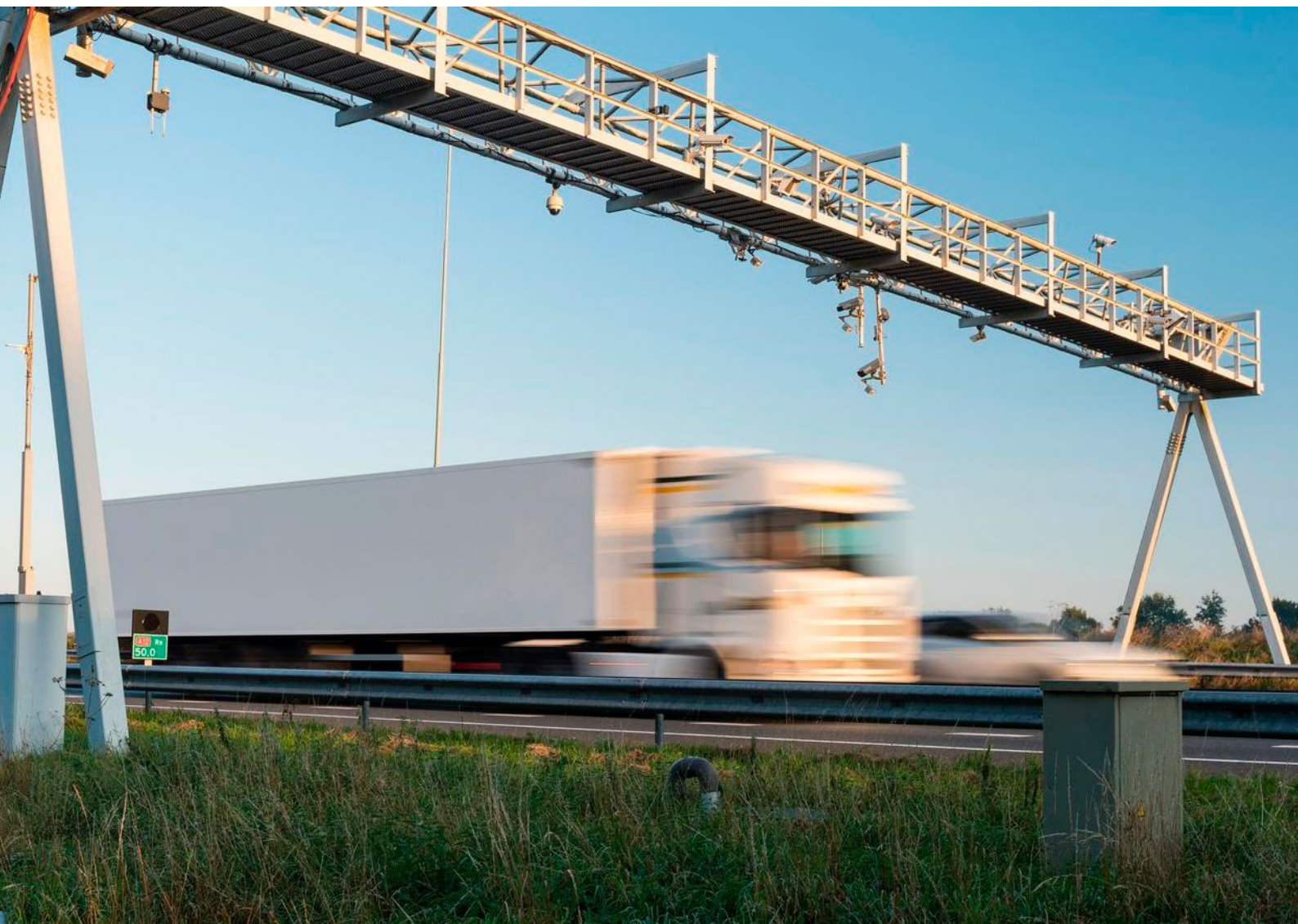




Ministry of Infrastructure
and Water Management

EETS Domain Statement Heavy Goods Vehicle Charge



Colophon

Ministry of Infrastructure and Water Management

Directorate-General for Mobility

Heavy Goods Vehicle Charge and Temporary Tolling Programme

The Hague, the Netherlands, version 1.0 - 11 March 2024

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Explanatory Statement

Introduction

This comprises the explanatory notes to the EETS¹ Domain Statement Heavy Goods Vehicle Charge. This EETS Domain Statement as referred to in article 10 EETS Directive Implementation Act (“*Wet implementatie EETS-richtlijn*”), has been prepared by the Toll Charger² for the purpose of the EETS Domain Heavy Goods Vehicle Charge. Within the EETS Domain Heavy Goods Vehicle Charge, the collection of truck charges referred to in article 2, first paragraph of the Heavy Goods Vehicle Charge Act is implemented³ (in Dutch: “*Wet vrachtwagenheffing*” (Wet VWH)).

This Explanatory statement is an informative part of this EETS Domain Statement. No rights may be derived from it.

The structure of the Explanatory statement is as follows. Chapter one explains the purpose, status and structure of this EETS Domain Statement. Chapter two gives a brief description of the Heavy Goods Vehicle Charge system in the Netherlands. More information can also be found in the EETS Directive Implementation Act, the Heavy Goods Vehicle Charge Act and the underlying Laws and Regulations, their explanatory notes and on the Toll Charger Website. Chapter three discusses the role of Service Providers (EETS Providers and Main Service Provider) and how Candidate EETS Providers can access the EETS Domain Heavy Goods Vehicle Charge. Some specific components of this EETS Domain Statement are highlighted in chapter four. Finally, chapter five explains the requirements for contract management and contract compliance.

1 EETS Domain Statement

Purpose

The Heavy Goods Vehicle Charge Act contains the possibility for the Toll Charger to use the services of Service Providers for the Heavy Goods Vehicle Charge. For the Heavy Goods Vehicle Charge, these services relate to the collection of the Heavy Goods Vehicle Charge and its remittance to the Toll Charger, as well as directly related services. Toll Services are services enabling the user to use roads in one or more EETS domains under one agreement and if necessary with one type of On-Board Equipment. Toll Services include the provision of On-Board Equipment to Holders of Trucks, registration and collection of Heavy Goods Vehicle Charge and its remittance to the Toll Charger (article 1 of the EETS Directive Implementation Act).

To access the EETS Domain Heavy Goods Vehicle Charge, an EETS Provider must enter into an EETS Agreement with the Toll Charger, be accredited and comply with the general terms and conditions and specific obligations in this EETS Domain Statement, including amongst others providing a bank guarantee for the Heavy Goods Vehicle Charge.

¹ EETS: European Electronic Toll Service.

² Article 1 of the EETS Directive Implementation Act defines the Toll Charger as a public or private law entity. In the case of the Heavy Goods Vehicle Charge system, the Toll Charger is the Minister of Infrastructure and Water Management who, as the administrative body, collects the HGV charge (Article 2 third paragraph of the HGV Charge Act) and who, on behalf of the State of the Netherlands, draws up this EETS Domain Statement and concludes the EETS Agreement with the EETS Providers (Article 2, fourth paragraph of the HGV Charge Act).

³ To explain terms capitalised in this note, please refer to Article 1 of the EETS Domain Statement.

The Main Service Provider is contracted by the Toll Charger on the basis of a tender (see [section 3.1](#) of this Explanatory Statement). This EETS Domain Statement does not apply to the provision of services by the Main Service Provider. The Main Service Provider has no role in the contractual relationship between the EETS Providers and the Toll Charger.

This EETS Domain Statement constitutes the framework within EETS Providers:

- (i) may seek Accreditation ([Part 3](#) of this EETS Domain Statement);
- (ii) may enter into an EETS Agreement with the Toll Charger for being allowed to provide their Toll Services in the EETS Domain Heavy Goods Vehicle Charge ([article 4](#) and [Annex II](#) of this EETS Domain Statement);
- (iii) May enter into Service Agreements with Holders of Trucks, subject to article 8 of the Heavy Goods Vehicle Charge Act ([article 27](#) of this EETS Domain Statement); and
- (iv) may or must make any changes to their systems for the purpose of providing Toll Services in the EETS Domain Heavy Goods Vehicle Charge ([article 15](#) and [16](#) of this EETS Domain Statement).

Status

This EETS Domain Statement is made under Dutch civil law and forms part of the EETS Agreement concluded between the Toll Charger and an EETS Provider. The template for the EETS Agreement is included as an Annex to this EETS Domain Statement ([Annex II](#)).

Structure

This EETS Domain Statement consists of the following parts:

- [Part 1 General terms and conditions](#)
- Provisions on, inter alia, communication between the Toll Charger and the EETS Provider, Data Protection, confidentiality, liability, indemnifications and termination of the EETS Agreement.
- [Part 2 Procedural conditions](#)
- The prescribed service level of EETS Providers and the commercial terms and conditions, e.g. on the remuneration paid to EETS Providers by the Toll Charger.
- [Part 3 Accreditation](#)
- To access the EETS Domain Heavy Goods Vehicle Charge, an EETS Provider must be accredited. This section sets out the Accreditation and requirements for obtaining the Certificate of Accreditation.
- [Part 4 Toll Context Data](#)
- The information and conditions set by the Toll Charger that must be taken into account to determine the amount of the charge for trucks and to complete the toll transaction.
- [Annexes I to X](#)
The annexes form part of this EETS Domain Statement and include the model EETS Agreement, the model bank guarantee, description of Accreditation, Data Protection requirements, Intellectual Property requirements, Risk Management requirements, Data Management, Information Security, operational and financial processes and description of the Key Performance Indicators (KPIs) and Penalty Points.

Consultation

During the preparation of this EETS Domain Statement, experts with knowledge of the EETS market and EETS Domain Statements in Belgium, Germany, Denmark and other toll domains were consulted. This was done to align this EETS Domain Statement with the EETS domain statements for other EETS domains. Input from EETS Providers and their business partners was also used in the run-up to the development of this EETS Domain Statement.

Setup and announcement

This EETS Domain Statement has been prepared by the Toll Charger appointed pursuant to article 2, fourth paragraph of the EETS Domain Heavy Goods Vehicle Charge Act, being the Minister of Infrastructure and Water Management on behalf of the State of the Netherlands. This EETS Domain Statement was published electronically pursuant to article 11, first paragraph, of the EETS Directive Implementation Act on 19 March 2024 (*Government Gazette* 2024, 8210). This EETS Domain Statement can be viewed at www.vrachtwagenheffing.nl.

Relevant Laws and Regulations

The interpretation and application of this EETS Domain Statement cannot be separated from the specific Laws and Regulations applicable to the Heavy Goods Vehicle Charge and the general legal frameworks for charging. This concerns at least the following Laws and Regulations:

- [Directive \(EU\) 2019/520](#);
- [Delegated Regulation \(EU\) 2020/203](#);
- [Implementing Regulation \(EU\) 2020/204](#);
- [Directive \(EU\) 2022/362 amending Directives 1999/62/EC, 1999/37/EC and \(EU\) 2019/520, as regards the charging of vehicles for the use of certain infrastructures](#);⁴
- [EETS Directive Implementation Act](#);
- [Heavy Goods Vehicle Charge Act](#);
- [Heavy Goods Vehicle Charge Decision](#);
- Heavy Goods Vehicle Charge Decree;⁵
- [RDW mandate, power of attorney and authorisation decision for the implementation of the Heavy Goods Vehicle Charge Act](#).

[Section 4.1](#) hereinafter explains the relationship between the relevant Laws and Regulations and this EETS Domain Statement.

2 Outline of the Heavy Goods Vehicle Charge system

Operation of the system

The Heavy Goods Vehicle Charge system provides that on motorways and some other roads (in particular N-roads), Holders of Trucks pay per kilometre driven on a Road Section. Pursuant to article 4 of the Heavy Goods Vehicle Charge Act, a Holder who wishes to use the Dutch road network with their Truck must (i) have properly functioning On-Board Equipment belonging to the Truck, present and switched on in the Truck; and (ii) have entered into a valid Service Agreement for that purpose.

A Heavy Goods Vehicle Charge applies on Road Sections designated by the Heavy Goods Vehicle Charge Act. The Minister of Infrastructure and Water Management is the Toll Charger for the Heavy Goods Vehicle Charge. Service Providers ensure the registration of the kilometres on a Road Section on which the Truck drives, the calculation of the number of kilometres and Heavy Goods Vehicle Charge payable and the payment of the Heavy Goods Vehicle Charge due by the Holder to the Toll Charger.

⁴ Directive (EU) 2022/362 was not yet implemented in Dutch law at the time of publication of the EETS Domain Statement Heavy Goods Vehicle Charge. To meet the implementation deadline for the amended European toll regulations, the parliamentary debate must be completed before the start of the Heavy Goods Vehicle Charge. The draft bill implementing the amended European toll regulations is expected to be presented to the Tweede Kamer by the end of 2024. See the draft Heavy Goods Vehicle Charge Act Amendment Bill as published for internet consultation, [via this link](#). The amended European toll regulations have limited consequences for the Heavy Goods Vehicle Charge system. For EETS Providers, the amended European toll regulations mean that as a result of the differentiation by CO₂ emission class, the CO₂ emission class will have to be determined for each Truck in order to set the correct rate. See in more detail section 2 of this Explanatory Statement. The consequences of the revised European tolling rules have already been incorporated in this EETS Domain Statement as far as possible. However, it cannot be excluded that the final implementation of the amended European toll regulations in the Heavy Goods Vehicle Charge Act may give rise to changes in this EETS Domain Statement.

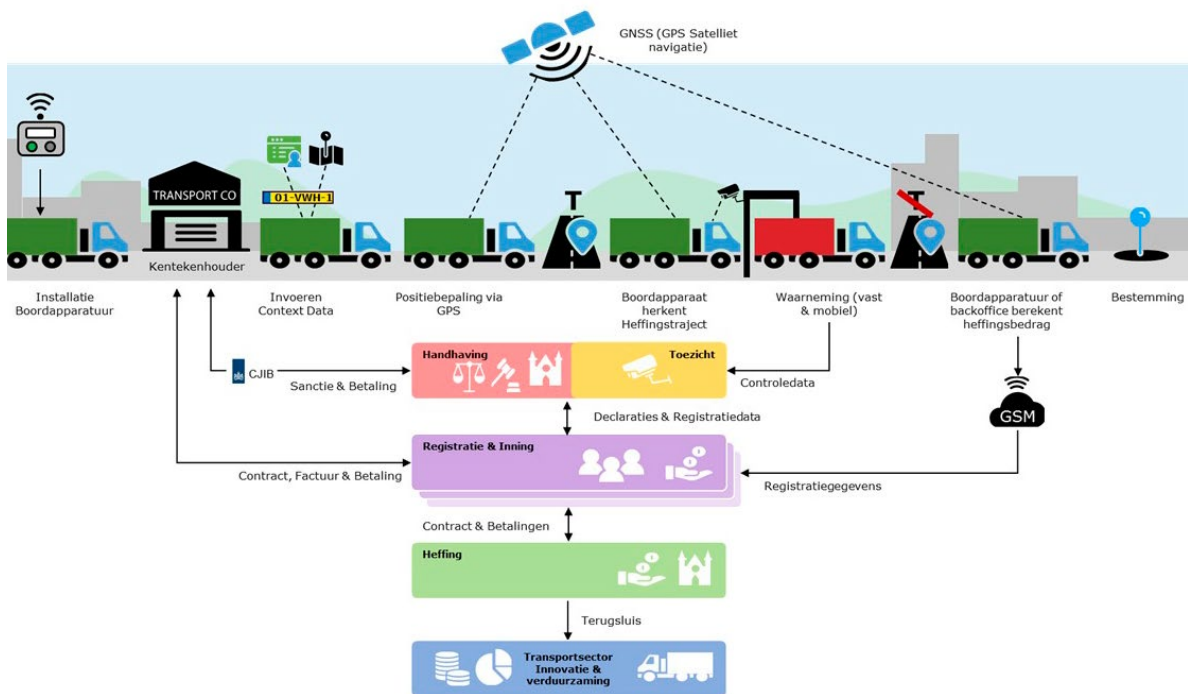
⁵ The HGV Charge Decree is not yet in force at the time of publication of the EETS Domain Statement Heavy Goods Vehicle Charge. See the consultation version of the Heavy Goods Vehicle Charge Decree [via this link](#).

The Dutch Government intends to use the services of EETS Providers for the collection of the charge as much as possible.

The Holder of a Truck has to pay a Tariff per driven kilometre on a Road Section, the amount of which depends on the Permitted Maximum Mass of the Truck in kilograms,⁶ CO₂ emission class and euro emission class within CO₂ emission class.⁷ The charge applies to Dutch and foreign Holders of Trucks. Figure 1 shows the Heavy Goods Vehicle Charge system schematically.

Schematically, the toll system looks as follows, in which the green stream refers to the Toll Charger and the purple stream refers to the EETS Providers and Main Service Provider.

Figure 1 Heavy Goods Vehicle Charge system



The components of the system are briefly explained below:

- The amount of the Tariff of the Heavy Goods Vehicle Charge depends on the Maximum Permissible Mass of the Truck in kilograms and the euro emission class of the Truck. The Tariff is stated in article 5 of the Heavy Goods Vehicle Charge Act. As a result of the implementation of the revised European toll rules, the Tariff will additionally vary according to the CO₂ emission class of the Truck.
- The Holder must carry or install On-Board Equipment in the Truck. The Holder must ensure that while driving, the Truck is equipped with On-Board Equipment that works properly, is switched on and belongs to the Truck for which a valid Service Agreement is in place. The On-Board Equipment records the kilometres driven on a Road Section.
- Holders must have a Service Agreement with a Service Provider. The Service Provider provides the On-Board Equipment to the Holder. With the On-Board Equipment, the Service Provider records on which Road Section or Road Segments the Holder drives in order to calculate the Heavy Goods

⁶ In principle, at code "F.3", the registration certificate states the Permitted Maximum Mass of the Truck.

⁷ Rates were previously based on the Permitted Maximum Mass of the Truck in kilograms and euro emission class of the truck. In connection with the implementation of revised European tolling rules, the Heavy Goods Vehicle Charge Act will be amended. To this end, see the draft Bill to amend the Heavy Goods Vehicle Charge Act as published for internet consultation, [via this link](#).

Vehicle Charge payable by the Holder. The Service Provider shall pay the Heavy Goods Vehicle Charge payable by the Holder to the Toll Charger.

- EETS Providers enter into an EETS Agreement with the legal entity under public law of the State of the Netherlands. The Main Service Provider concludes an agreement with the State of the Netherlands following a tender.
- By means of monitoring equipment and physical supervision, frequent checks are made to ensure that Trucks have On-Board Equipment that is working correctly and switched on. The Supervisor appointed by the Minister of Infrastructure and Water Management determines whether there is a violation by the Holder of a Truck. This enforcement is carried out under public law.
- To avoid risking an administrative fine for the Holder of a Truck in case of faulty On-Board Equipment, the Holder must report faulty On-Board Equipment to the Service Provider. From the time of reporting to the Service Provider, the Holder must obtain replacement On-Board Equipment within 3 hours. During the said 3 hours, the Holder is not in violation (article 3 Heavy Goods Vehicle Charge Decree).⁸ If the Holder fails to obtain replacement On-Board Equipment through the EETS Provider with whom he has entered into a Service Agreement within that period, the Holder may turn to another EETS Provider or the Main Service Provider to enter into a Service Agreement and obtain On-Board Equipment.

EETS Domain

The Chargeable Road Network is designated in the Heavy Goods Vehicle Charge Act. The premise is that the Heavy Goods Vehicle Charge applies to all motorways and roads on which substantial diversion is expected to take place as a result of a Heavy Goods Vehicle Charge on motorways. These are the roads which Road Sections are designated in the Annex to the Heavy Goods Vehicle Charge Act. In this EETS Domain Statement, the Chargeable Road Network is designated as the EETS Domain Heavy Goods Vehicle Charge.

Besides the EETS Domain Heavy Goods Vehicle Charge, there is one other EETS Domain in the Netherlands at the time of publication of this EETS Domain Statement, the EETS Domain Blankenburgverbinding.⁹

Applied technology

The technology applied to the Heavy Goods Vehicle Charge in the Netherlands is the satellite technology GNSS (Global Navigation Satellite System). With this technology, location, time, direction of travel and the movement of the Truck are determined to, based on this data, calculate and levy the Heavy Goods Vehicle Charge due. The Belgian and German registration systems are also based on this technology. GNSS is one of the technologies prescribed in article 4 EETS Directive Implementation Act. The prescribed On-Board Equipment is suitable for sending the aforementioned data via mobile communication (GSM) to the back office of the EETS Provider or the Main Service Provider. The mobile communication must use the data network whose operation in the Netherlands is guaranteed for a sufficiently long period of time. If decommissioning of a mobile communication network is planned, the (Candidate) EETS Provider must anticipate this in advance and submit a robust migration plan to the Toll Charger that prevents Contracted Holders from no longer being able to use EETS Provider services. In the Netherlands, 3G mobile communications were cut off in 2022. Vodafone anticipates decommissioning 2G by the end of 2025.

Furthermore, 5.8 GHz DSRC technology will be used in checks on the side of the Road. This allows the Supervisors appointed by the Minister of Infrastructure and Water Management to check, among other things, whether properly functioning On-Board Equipment is present in the truck. DSRC technology is also prescribed by Directive (EU) 2019/520.

⁸ The HGV Charge Regulation is not yet in force at the time of publication of the EETS Domain Statement Heavy Goods Vehicle Charge. See the consultation version of the Heavy Goods Vehicle Charge Regulation [via this link](#).

⁹ The EETS Domain Statement Blankenburgverbinding can be viewed at www.e-tol.nl.

Surveillance also involves the use of license plate recognition technology (ANPR cameras) that allows a photograph to be taken of each passing Truck and the license plate to be recognised. The Supervisors appointed by the Minister of Infrastructure and Water Management can use this information to determine whether an offence has been committed, for example, if it has been detected that On-Board Equipment is not properly working or switched on in the Truck.

Tariff based on CO₂ emission class

To comply with Directive (EU) 2022/362, the amended European toll charging rules, the Heavy Goods Vehicle Charge Act is being amended. For EETS Providers, the amended European toll rules mean that as a result of the Tariff differentiation by CO₂ emission class, the CO₂ emission class for each Truck will have to be determined in order to set the correct Tariff.¹⁰ For this purpose, the EETS Provider can use Vehicle documents provided by the Holder or consult information from RDW's vehicle registration register. When the EETS Provider cannot determine the CO₂ emission class on the basis of Vehicle documents or the vehicle registration register, the EETS Provider uses CO₂ emission class 1. For trucks falling under CO₂ emission class 2 or 3, the CO₂ emission class will be reassessed once every six years. The Heavy Goods Vehicle Charge will consist of an Infrastructure Charge and two different external cost charges.¹¹ On the Invoice, the Service Provider must indicate the components that make up the Heavy Goods Vehicle Charge for a Contracted Holder and specify the amount charged for each component. These obligations for EETS Providers are expected to be added to article 8 of the Heavy Goods Vehicle Charge Act.¹² For a further explanation of the obligations, please see the explanatory memorandum (in particular sections 3.4 and 3.5) to the Bill to amend the Heavy Goods Vehicle Charge Act as published for internet consultation. The consequences of the revised European tolling rules have been incorporated in this EETS Domain Statement. However, it cannot be ruled out that the final implementation of the revised European toll rules in the Heavy Goods Vehicle Charge Act will result in changes to this EETS Domain Statement.

3 Service providers

3.1 EETS Providers and one Main Service Provider

The Service Providers that can be used within the EETS Domain Heavy Goods Vehicle Charge to collect the Heavy Goods Vehicle Charge are distinguished into EETS Providers and one Main Service Provider. The Main Service Provider offers its services only within the EETS Domain Heavy Goods Vehicle Charge. The roles of the different Service Providers are detailed below.

EETS Providers

The Dutch government aims to make paying the Heavy Goods Vehicle Charge as user-friendly, simple and cost-efficient as possible. Interoperability between European toll systems contributes to this aim by enabling a Holder to comply with toll obligations in multiple Member States and multiple EETS domains through the same Service Provider, under the same agreement and with the same On-Board Equipment.

The government has set the ambition to use the services of EETS Providers for the collection of Heavy Goods Vehicle Charge as much as possible. This ambition contributes to ease of use and freedom of choice for Holders as existing Service Providers and On-Board Equipment already present in many Trucks can be used. Furthermore, by doing so, the State of the Netherlands contributes to the desire to achieve interoperability in Europe.

¹⁰ Definitions of CO₂ emission and CO₂ emission classes are added to article 1 Heavy Goods Vehicle Charge Act with the aforementioned draft Bill to amend Heavy Goods Vehicle Charge Act as published for internet consultation, [via this link](#).

¹¹ The definitions of Infrastructure Charge, External Cost Charge related to CO₂ emissions and External Cost Charge related to air and noise pollution are added to article 1 Heavy Goods Vehicle Charge Act with the aforementioned draft Bill to amend Heavy Goods Vehicle Charge Act as published for internet consultation, [via this link](#).

¹² To this end, see the aforementioned draft Bill to amend the Heavy Goods Vehicle Charge Act Amendment Bill as published for internet consultation, [via this link](#).

The registration and payment system of the Heavy Goods Vehicle Charge system aligns with the systems of neighbouring countries as much as possible. It is envisaged that several EETS Providers will offer their services in the EETS Domain Heavy Goods Vehicle Charge when the Heavy Goods Vehicle Charge is launched. In developing the Heavy Goods Vehicle Charge system, lessons learned from Heavy Goods Vehicle Charge systems abroad, particularly Belgium, Germany and Denmark, have been used. For example, early and continuous probing of the EETS market has been actively pursued and elements of this EETS Domain Statement have always been tested for recognisability.

Main service provider

There are several conceivable situations in which Holders cannot or do not want to contract an EETS Provider. In order to still allow all Holders to meet the payment obligation, a Main Service Provider also operates within the EETS Domain Heavy Goods Vehicle Charge. The Main Service Provider has an important role in the Heavy Goods Vehicle Charge system as its purpose is to ensure that anyone who wishes to do so can meet their payment obligation at any time. Following the finalisation of the tender of the agreement with the Main Service Provider, [section 4.4](#) of this Explanatory Statement will be supplemented with a description of the requirements and obligations for the Main Service Provider, which differ from those of EETS Providers and justify differences in the remuneration of the Main Service Provider compared to EETS Providers.

3.2 Access to the EETS Domain Heavy Goods Vehicle Charge

A Candidate EETS Provider seeking access to the EETS Domain Heavy Goods Vehicle Charge applies for Accreditation and goes through the Accreditation, consisting of the eight steps shown schematically below.

Table 1: Candidate EETS Provider access to EETS Domain Heavy Goods Vehicle Charge

Step	What	Who
1. Express interest	<ul style="list-style-type: none"> a. Candidate EETS Provider expresses interest through the Toll Charger Website; b. interest interview Candidate EETS Provider with Toll Charger; c. Candidate EETS Provider submits signed confidentiality agreement to Toll Charger to receive the PIAT; d. Toll Charger sends Candidate EETS Provider the PIAT via secure environment 	Candidate EETS Provider and Toll Charger
2. Application Accreditation	Apply for Accreditation through the Toll Charger Website with submission of: <ul style="list-style-type: none"> a. proof of registration as an EETS Provider; b. draft Service Plan; c. a declaration of agreement with article 44 of this EETS Domain Statement; d. contact details. 	Candidate EETS Provider
3. Assessment of completeness of application Accreditation	<ul style="list-style-type: none"> a. assessment completeness application; b. confirmation of receipt of complete application or request to supplement application; c. sending invitation interview EETS Agreement. 	Toll Charger
4. Start Accreditation	<ul style="list-style-type: none"> a. Toll Charger reviews draft Service Plan (including Test Planning) and verifies proof of EETS registration; b. Toll Charger sends personalised draft EETS Agreement to Candidate EETS Provider; c. interview to discuss EETS Agreement; d. Candidate EETS Provider submits final Service Plan; e. Toll Charger takes note of final Service Plan and reviews for completeness. 	Candidate EETS Provider and Toll Charger
5. Conclusion of EETS Agreement	Signing and entry into force EETS Agreement, with the exception of provisions on EETS Domain access and service provision. Start of Accreditation Phase EETS Agreement.	Candidate EETS Provider and Toll Charger

Step	What	Who
6. Testing Process	The Candidate EETS Provider pays the costs for Accreditation, submits a Test Plan and goes through the Testing Process.	Candidate EETS Provider and Toll Charger
7. Completion Accreditation	<ol style="list-style-type: none"> receipt Certificate of Accreditation; Provide bank guarantee Heavy Goods Vehicle Charge. 	Candidate EETS Provider
8. Access to the EETS Domain Heavy Goods Vehicle Charge	<ol style="list-style-type: none"> Entry into force provisions EETS Agreement and EETS Domain Statement on access and service provision; EETS Provider obtains access to EETS Domain Heavy Goods Vehicle Charge Start of Service Phase EETS Agreement. 	EETS Provider

Step 1: Expressing interest

A Candidate EETS Provider can express their interest via the Toll Charger Website. Subsequently, the Toll Charger will invite the Candidate EETS Provider for an interest interview. During the interest interview, the Candidate EETS Provider and the Toll Charger can get acquainted and a possible application for Accreditation by the Candidate EETS Provider is discussed, so that the Candidate EETS Provider knows what is expected of them. If the Candidate EETS Provider indeed wishes to apply for Accreditation, they should sign a confidentiality agreement after the interest interview. This can be done during the interview or the Candidate EETS Provider can send it to the Toll Charger afterwards. After signing the confidentiality agreement, the Toll Charger provides the Candidate EETS Provider with access to a secure file-sharing environment. Along this path, the Candidate EETS Provider receives the PIAT from the Toll Charger. The PIAT contains at least:

- technical documentation related to data exchange, such as message books, the Service Description DSRC Standards, URLs and XSD files;
- contact details of one or more Toll Charger representatives for the purpose of Accreditation;
- payment information for the purpose of the payment for Accreditation referred to in [article 47](#) of this EETS Domain Statement and payment information for the purpose of remitting the Heavy Goods Vehicle Charge by the EETS Providers to the Toll Charger referred to in [article 36](#) of this EETS Domain Statement.

Step 2: Application for accreditation

A Candidate EETS Provider applies to the Toll Charger Website for Accreditation in order to gain access to the EETS Domain Heavy Goods Vehicle Charge and to offer services in the EETS Domain Heavy Goods Vehicle Charge. Applying for Accreditation is not non-committal. At the moment the Candidate EETS Provider starts the Accreditation and enters into an EETS Agreement with the Toll Charger, it commits to actually offer its services in the EETS Domain Heavy Goods Vehicle Charge upon successful Accreditation. This is explained in more detail in section 4 of this Explanatory Statement.

When applying for Accreditation, the Candidate EETS Provider shall submit the following information:

- valid proof of registration as an EETS Provider as referred to in article 4 of Directive (EU) 2019/520;
- a draft Service Plan for the provision of Toll Services in the EETS Domain Heavy Goods Vehicle Charge subject to [article 45](#) of this EETS Domain Statement;
- an declaration of agreement with [article 44](#) of this EETS Domain Statement;
- contact details of a representative of the Candidate EETS Provider for the purpose of communicating about the Accreditation.

For the purpose of preparing a draft Service Plan, through the Toll Charger Website, the following documents are publicly available:

- this EETS Domain Statement Heavy Goods Vehicle Charge;
- a format for the Service Plan referred to in [article 45](#) of this EETS Domain Statement;
- a format for the Test Plan;
- a format for test reports, for the purpose of the Testing Process;

- a format for the reports referred to in [article 18](#) of this EETS Domain Statement; and
- the Service Description Data exchange.

Step 3: Assessment of completeness of the application for Accreditation

The Toll Charger shall assess the completeness of the application for Accreditation. Within fourteen Calendar Days of receipt of the Candidate EETS Provider's complete application for Accreditation, the Toll Charger acknowledges receipt of the application and invites the Candidate EETS Provider for an interview regarding the EETS Agreement. In case the application is not complete, the Toll Charger shall give the Candidate EETS Provider a period of fourteen Calendar Days to complete the application. If the application is not completed within that period, the Toll Charger shall disregard the application.

Step 4: Start Accreditation

The Accreditation is described in [Part 3](#) and [Annex IV](#) of this EETS Domain Statement. The requirements for obtaining the Certificate of Accreditation are set out in [article 41](#) of this EETS Domain Statement. To offer services in an EETS Domain, a Candidate EETS Provider must be registered as an EETS Provider, referred to in article 4 of Directive (EU) 2019/520. This registration procedure does not form part of this EETS Domain Statement. However, based on the proof of registration, the Toll Charger shall verify whether the Candidate EETS Provider is registered as an EETS Provider. In addition, the Toll Charger shall assess with respect to the Candidate EETS Provider whether there is reason not to complete (parts of) the Testing Process and whether the draft Service Plan complies with the requirements in [article 45](#) of this EETS Domain Statement.

Subsequently, a meeting takes place between the Candidate EETS Provider and the Toll Charger in order to sign the EETS Agreement. A template of the EETS Agreement is included as an Annex to this EETS Domain Statement ([Annex II](#)). The Toll Charger shall send a draft EETS Agreement for the benefit of the relevant Candidate EETS Provider to the Candidate EETS Provider prior to the meeting. The meeting shall focus on:

- (i) discussing the review of the draft Service Plan for conversion into a final Service Plan, including determining when the Service Plan should be updated;
- (ii) determining the schedule and indicative duration of the Accreditation, according to the Testing Process that has to be successfully completed, based on the draft Service Plan and the Test Planning included therein;¹³
- (iii) fixing the EETS Provider's remuneration, in accordance with [article 39](#) of this EETS Domain Statement; and
- (iv) fixing the amount of the bank guarantee to be provided by the EETS Provider to the Toll Charger to guarantee payment of the Heavy Goods Vehicle Charge.

Following the discussion on the EETS Agreement, the Candidate EETS Provider shall submit a final Service Plan to the Toll Charger no later than 14 Calendar Days prior to the conclusion of the EETS Agreement. After assessing the completeness of the final Service Plan, the Toll Charger shall send the final EETS Agreement to the Candidate EETS Provider for signature.

Step 5: Conclusion of EETS Agreement

The Toll Charger and the (Candidate) EETS Provider subsequently conclude the process by signing the EETS Agreement. Once signed, the EETS Agreement enters into force in phases. A further explanation of the formation of the EETS Agreement and its phased entry into force is set out in [section 4.3](#) of this Explanatory statement.

Step 6: Testing Process

For the purpose of Accreditation, the Candidate EETS Provider must successfully complete the Testing Process. The Testing Process is detailed in [Part 3](#) and [Annex IV](#) of this EETS Domain Statement.

¹³ The Test Planning in the Service Plan forms the basis for the elaboration in more detail in the Test Plan that the EETS Provider must submit to the Toll Charger at the beginning of each test part.

[Step 7: Completion Accreditation](#)

Within fourteen Calendar Days after the Toll Charger considers that the Candidate EETS Provider has met the requirements from this EETS Domain Statement for obtaining a Certificate of Accreditation, the Candidate EETS Provider shall be accredited as an EETS Provider. As confirmation, the EETS Provider will receive a written Certificate of Accreditation from the Toll Charger. After receiving the Certificate of Accreditation, the EETS Provider is obliged to provide services in the EETS Domain Heavy Goods Vehicle Charge in accordance with the requirements and obligations pursuant to this EETS Domain Statement and the EETS Agreement. After the EETS Provider provides a bank guarantee to secure its payment obligations to the Toll Charger, the EETS Provider will be granted access to the EETS Domain Heavy Goods Vehicle Charge.

[Step 8: Access to EETS Domain Heavy Goods Vehicle Charge](#)

The EETS Provider shall have access to the EETS Domain Heavy Goods Vehicle Charge and thereby obtain the right to provide EETS Services in the EETS Domain Heavy Goods Vehicle Charge, when:

- the obligations and conditions set out in this EETS Domain Statement and the EETS Agreement are met;
- an EETS Agreement in accordance with the model in [Annex II](#) is concluded with the Toll Charger;
- a Certificate of Accreditation from the Toll Charger is received; and
- a bank guarantee in favour of the Heavy Goods Vehicle Charge to be remitted to the Toll Charger is provided.

[Part 2](#) Procedural Conditions of this EETS Domain Statement sets out the conditions to be met by the service.

4 Explanation of some parts of this EETS Domain Statement

[4.1 Relationship of EETS Domain Statement with Laws and Regulations](#)

An EETS Provider is granted access to the EETS Domain Heavy Goods Vehicle Charge if it complies with the obligations and general terms conditions set out in this EETS Domain Statement.

The requirements of an EETS Domain Statement set out in article 10 of the EETS Directive Implementation Act implementing article 6, paragraph 9 of Directive (EU) 2019/520 have been detailed in implementing acts. To this end, on 28 November 2019, the Commission adopted Commission Implementing Regulation (EU) 2020/204 on detailed obligations of European Electronic Toll Service providers, minimum content of the European Electronic Toll Service domain statement, electronic interfaces, requirements for interoperability constituents, and repealing Decision 2009/750/EC (Implementing Regulation (EU) 2020/204). Article 3 and Annex II of this Implementing Regulation prescribe the minimum elements of an EETS Domain Statement and the requirements of an EETS Domain Statement. This EETS Domain Statement for the EETS Domain Heavy Goods Vehicle Charge is further aligned with the principles specific to the EETS Domain Heavy Goods Vehicle Charge under the Heavy Goods Vehicle Charge Act.

Based on article 10, paragraph 2 of the EETS Directive Implementation Act, the content of this EETS Domain Statement includes at least:

- a. the general terms and conditions for EETS Providers to obtain access to the EETS Domain Heavy Goods Vehicle Charge, which are established in accordance with Implementing Regulation (EU) 2020/204 ([Part 1](#) of this EETS Domain Statement);
- b. the procedural conditions, including the commercial conditions, including amongst others the method for determining the remuneration, which are established in accordance with Implementing Regulation (EU) 2020/204 ([Part 2](#) of this EETS Domain Statement);
- c. the detailed planning of the procedure for assessing or reassessing the conformity to specifications and suitability for use of the Interoperability Constituents established in accordance with Implementing Regulation (EU) 2020/204 ([article 45.1](#) section (vi) and (vii) and [Annex IV](#) of this EETS Domain Statement); and
- d. Toll Context Data ([Part 4](#) of this EETS Domain Statement).

Obligations directly applicable to EETS Providers under Laws and Regulations (e.g. but not limited to articles 8 and 9 EETS Directive Implementation Act, Heavy Goods Vehicle Charge Act and Implementing Regulation (EU) 2020/204) have not been repeated in this EETS Domain Statement. Nevertheless, EETS Providers must comply with Laws and Regulations when providing their services ([article 34.1](#) of this EETS Domain Statement) and the Toll Charger may claim compliance with the legal obligations under the EETS Agreement. To this end, the Toll Charger may exercise its legal remedies under this EETS Domain Statement and the EETS Agreement, as well as under Dutch law. See more specifically [Chapter 5](#) of this Explanatory Statement.

[4.2 Accreditation](#)

To gain access to the EETS Domain Heavy Goods Vehicle Charge, the Candidate EETS Provider must be accredited. The requirements and procedure for obtaining the Certificate of Accreditation are set out in [Part 3 Accreditation](#) and [Annex IV](#) of this EETS Domain Statement. The Accreditation is the set of actions used to verify a Candidate EETS Provider's compliance with all obligations and general terms and conditions applicable under this EETS Domain Statement. Accreditation is governed by the EETS Agreement and this EETS Domain Statement and therefore by private law. The Certificate of Accreditation therefore does not constitute an administrative decision against which administrative legal protection is available.

The Accreditation is structured so that - as far as reasonably possible for the Toll Charger - multiple Candidate EETS Providers can go through Accreditation at the same time. The aim of this is to make access to the EETS Domain Heavy Goods Vehicle Charge attractive for Candidate EETS Providers and to increase the likelihood of early application for Accreditation by EETS Providers (preferably before Operational Start) so that they can gain access to the EETS Domain Heavy Goods Vehicle Charge and start their services as soon as possible.

The Testing Process that has to be successfully completed as part of the Accreditation is carried out in accordance with Directive (EU) 2019/520 and Implementing Regulation (EU) 2020/204. The tests are divided into different test phases as described in [article 46.1](#) and [Annex IV](#) of this EETS Domain Statement. The Candidate EETS Provider owes a fee to the Toll Charger for completing the Accreditation. The fee must be paid to the Toll Charger before the start of a test phase. If, in the opinion of the Toll Charger, a particular test phase has not been successfully completed within the time as set out in the Test Planning and Test Plan, the Candidate EETS Provider must re-run the relevant phase and the Toll Charger may adjust the Test Planning. The Toll Charger shall consult with the Candidate EETS Provider on the causes of the failure to meet the previous Test Plan and on how a test phase can be successfully completed within a new Test Plan. For a test phase that is re-run, the Accreditation fee must again be paid to the Toll Charger prior to the start of the relevant test phase. The Accreditation costs to be paid by the (Candidate) EETS Provider to the Toll Charger are prescribed per test phase in [article 47](#) of this EETS Domain Statement.

[4.3 Contracting EETS Provider by Toll Charger](#)

The binding of the EETS Provider to this EETS Domain Statement is effected by the formation of an agreement between the Toll Charger and the EETS Provider (based on offer and acceptance, as referred to in article 217 of Book 6 of the Dutch Civil Code "DCC"). This is the EETS Agreement in accordance with the format in [Annex II](#) of this EETS Domain Statement. The process to arrive at the EETS Agreement is part of the step 4 'Start Accreditation' and step 5 'Close EETS Agreement' described in [section 3.2](#) of this Explanatory Statement.

The EETS Agreement sets out the conditions imposed on the Accreditation process and services provided by the EETS Provider in the EETS Domain Heavy Goods Vehicle Charge. A Candidate EETS Provider enters into an EETS Agreement with the Toll Charger at the start of the Accreditation. The Accreditation is therefore not without obligation.

The EETS Agreement has a phased entry into force:

- (i) an Accreditation Phase
Regulated by this EETS Domain Statement and the EETS Agreement, with the exception of [article 4.1](#) EETS Domain Heavy Goods Vehicle Charge Access, [Section 2.1](#) EETS Provider Obligations and [Section 2.2](#) Commercial Terms of this EETS Domain Statement.
- (i) a Service Phase
Regulated by this entire EETS Domain Statement and the EETS Agreement, including [article 4.1](#) Access to the EETS Domain Heavy Goods Vehicle Charge, [Section 2.1](#) EETS Provider Obligations and [Section 2.2](#) Commercial Terms of this EETS Domain Statement.

The phased entry into force is designed through conditions precedent in [article 1](#) of the EETS Agreement (see model in [Annex II](#) of this EETS Domain Statement). The Service Phase, and thus the EETS Provider's right to offer services in the EETS Domain Heavy Goods Vehicle Charge and receive compensation from the Toll Charger, will only enter into force when the following suspensive conditions are met:

- a. the EETS Provider has obtained a Certificate of Accreditation from the Toll Charger; and
- b. the EETS Provider has provided a bank guarantee to the Toll Charger which complies with the provisions of [article 38](#) of this EETS Domain Statement.

If the application for Accreditation does not lead to a Certificate of Accreditation or if a bank guarantee to secure payment obligations to the Toll Charger is not provided, the Service Phase of the EETS Agreement, and thus the service provisions in this EETS Domain Statement, will not take effect. The EETS Provider will then not be allowed to provide services in the EETS Domain Heavy Goods Vehicle Charge and will also not be entitled to remuneration from the Toll Charger because the entry into force of the Service Phase of the EETS Agreement and this EETS Domain Statement is suspended. The Toll Charger may furthermore terminate the EETS Agreement if the conditions precedent are not met by the date specified in the EETS Agreement ([article 10.1](#) section (i) of this EETS Domain Statement).

When the conditions precedent are met and the Service Phase comes into effect before the Operational Start of the Heavy Goods Vehicle Charge system, service in the EETS Domain Heavy Goods Vehicle Charge is obviously possible only from Operational Start.

4.4 Compensation system

To make the payment of Heavy Goods Vehicle Charge as simple and cost-efficient as possible, the Minister of Infrastructure and Water Management, within the framework of the EETS Directive Implementation Act, aims to rely as much as possible on collection of the Heavy Goods Vehicle Charge by EETS Providers.

Under article 23 of the EETS Directive Implementation Act, EETS Providers have the right to be remunerated by the Toll Charger for collecting Heavy Goods Vehicle Charge on behalf of the Toll Charger. The compensation system for EETS Providers consists of fixed and variable components. The compensation system and the amount of the remuneration are set out in [article 39](#) of this EETS Domain Statement.

All components of the remuneration, except the degressive remuneration of [article 39.1](#) section (iv) of this EETS Domain Statement, are indexed annually. The variable part of the remuneration is not indexed annually. The variable part of the remuneration is in line with the Heavy Goods Vehicle Charge Tariffs which are indexed by law pursuant to article 5 of the Heavy Goods Vehicle Charge Act.

Article 23, paragraph 3 of the EETS Directive Implementation Act requires that the methodology for calculating the EETS Provider remuneration follows the same structure as for the remuneration of comparable services provided by the Main Service Provider. The amounts of the remuneration for the Main Service Provider and for EETS Providers may differ, provided that this is justified by differences in the requirements and obligations between the Main Service Provider and EETS Providers.

At the time of publication of this EETS Domain Statement, the tender for the agreement with the Main Service Provider has not yet been finalised, so the requirements and obligations of the Main Service Provider have not yet been determined. After finalisation of the tender for the agreement with the Main Service Provider, section 4.4 of this EETS Domain Statement will be supplemented with the requirements and obligations of the Main Service Provider, which differ from those of EETS Providers and justify differences in the remuneration of the Main Service Provider compared to the EETS Providers, as referred to in article 1.3 of Annex II of Implementing Regulation (EU) 2020/204.

5 Contract management and EETS Agreement compliance

The EETS Provider's services shall comply with Laws and Regulations and with the requirements and obligations imposed on it by the Toll Charger in this EETS Domain Statement and the EETS Agreement.

This EETS Domain Statement and the EETS Agreement are governed by the rules of Dutch private law. Contract compliance shall therefore take place according to the rules of Dutch contract law as laid down in the DCC, unless otherwise stipulated in this EETS Domain Statement. In the interest of monitoring compliance with this EETS Domain Statement and the EETS Agreement, [article 17](#) of this EETS Domain Statement provides for monitoring and auditing provisions and [article 18](#) in reporting obligations, which provide inter alia that:

- (i) by or on behalf of the Toll Charger Inspections at (Candidate) EETS Provider(s) can be carried out;
- (ii) at the end of each Calendar Month, the EETS Provider shall report to the Toll Charger on the EETS Provider's compliance with the requirements and obligations under this EETS Domain Statement and the EETS Agreement;
- (iii) the EETS Provider shall report each Calendar quarter to the Toll Charger on the progress of the service; and
- (iv) the EETS Provider shall submit to the Toll Charger annual reports prepared by an independent external auditor ('third party audit'). The reports to be submitted as part of the third party audit are (a) an Assurance Statement on the quality of the operational and financial processes carried out by the EETS Provider and any external parties engaged by it and (b) a financial overview of the Heavy Goods Vehicle Charge collected by the EETS Provider and remitted to the Toll Charger.

The reporting obligations of EETS Providers are without prejudice to the Toll Charger's right at all times to investigate (or arrange for its own investigation) of the EETS Provider's performance on the requirements and obligations under this EETS Domain Statement and the EETS Agreement (e.g. by using data collected in the context of monitoring and control in relation to the Heavy Goods Vehicle Charge Act via Roadside Equipment) or to carry out (or arrange for the carrying out of) Inspections for that purpose.

A performance regime, consisting of a system of KPIs and Penalty Points, is used to manage the EETS Provider's service quality. In addition, a specific penalty interest applies in case of late payment of Heavy Goods Vehicle Charge by the EETS Provider to the Toll Charger ([article 37](#)).

The KPIs are detailed in [Annex X](#) of this EETS Domain Statement. The KPIs establish the link between the Toll Charger's objectives and the EETS Provider's services. If the EETS Provider fails to meet a KPI, a Performance Discount may be imposed ([article 35.2](#) of this EETS Domain Statement). The Performance Discount is detailed in [Annex IX](#) of this EETS Domain Statement. If an EETS Provider structurally fails to meet a KPI, this may be grounds for termination of the EETS Agreement by the Toll Charger ([article 10.1](#) section (xi) up to (xv) of this EETS Domain Statement). There is no performance bonus in case of good performance or overachieving by the EETS Provider.

The Toll Charger may further impose Penalty Points on the basis of this EETS Domain Statement if the EETS Provider fails to comply with obligations and requirements of this EETS Domain Statement and the EETS Agreement, other than failure to meet a KPI and the penalty interest under [article 37](#). The imposition of Penalty Points may result in a Penalty Point Correction. The Toll Charger is entitled to impose a different Penalty Point Correction in the event of a failure to comply with some of the requirements and obligations under this EETS Domain Statement and the EETS Agreement than others. In [Annex IX](#) of this EETS Domain Statement details this distinction.

Part 1 General terms and conditions

1 Definitions

- 1.1 In this EETS Domain Statement, capitalised terms shall have the meaning assigned to them in the Heavy Goods Vehicle Charge Act, the EETS Directive Implementation Act, and [Annex 1](#).
- 1.2 When a term is assigned a meaning in both [Annex I](#) and the Heavy Goods Vehicle Charge Act or the EETS Directive Implementation Act, the meaning assigned to the term in question by [Annex 1](#) applies for the interpretation of this EETS Domain Statement and the EETS Agreement.
- 1.3 Where a term is assigned a meaning in both the Heavy Goods Vehicle Charge Act and the EETS Directive Implementation Act, the meaning assigned to the term in question by the Heavy Goods Vehicle Charge Act applies for the interpretation of this EETS Domain Statement and the EETS Agreement.

2 Interpretation rules

- Unless this EETS Domain Statement or the EETS Agreement expressly provides otherwise:
- (i) “article” means an article of this EETS Domain Statement;
 - (ii) “written” means sent by letter or email, unless it is explicitly stated that notice must be given by registered letter;
- 2.1 Unless this EETS Domain Statement or the EETS Agreement expressly provides otherwise, in interpreting this EETS Domain Statement or the EETS Agreement:
 - (i) a reference to Laws and Regulations shall be deemed to be a reference to the Laws and Regulations as last amended at the relevant time or, if replaced, to the Laws and Regulations which have replaced the previous version;
 - (ii) the words “including” and “also” mean “including but not limited to”; and the words “among which” and similar words have the meaning “among which but not limited to”; and
 - (iii) the headings in this EETS Domain Statement and the EETS Agreement do not affect the interpretation of this EETS Domain Statement and the EETS Agreement.

3 Communications

- 3.1 The Toll Charger and the (Candidate) EETS Provider shall each appoint one representative for matters concerning the execution of this EETS Domain Statement and the EETS Agreement by recording this representative in [article 4](#) of the EETS Agreement.
- 3.2 The Toll Charger and the (Candidate) EETS Provider may replace their designated representative or appoint one or more additional representative(s) by notifying the other party.
- 3.3 Communication between the Toll Charger and the (Candidate) EETS Provider about this EETS Domain Statement and the EETS Agreement and about its execution shall take place in the Dutch language, unless this EETS Domain Statement or the Toll Charger explicitly states that communication may take place in the English language.

4 Access to the EETS Domain Heavy Goods Vehicle Charge

- 4.1 A Candidate EETS Provider is granted access to the EETS Domain Heavy Goods Vehicle Charge, and is thus allowed to provide Toll Services in the EETS Domain Heavy Goods Vehicle Charge as an EETS Provider, when it:
 - (i) complies with the requirements, conditions and obligations of this EETS Domain Statement and the EETS Agreement;
 - (ii) meets the requirements for obtaining a Certificate of Accreditation referred to in [article 41](#);
 - (iii) has received a Certificate of Accreditation from the Toll Charger; and
 - (iv) has provided a bank guarantee as referred to in [article 38](#).
- 4.2 A Service Agreement that the EETS Provider has entered into or will enter into with a Contracted Holder for the purpose of providing services in the EETS Domain Heavy Goods Vehicle Charge shall under no circumstance come into effect before the Candidate EETS Provider has received a Certificate of Accreditation.

5 Conflict of Interest

- 5.1 If the (Candidate) EETS Provider, a Group Company or a third party with who the (Candidate) EETS Provider collaborates for the purposes of its services as (Candidate) EETS Provider in the EETS Domain Heavy Goods Vehicle Charge, is or becomes involved in the performance of other tasks or roles within the EETS Domain Heavy Goods Vehicle Charge, the EETS Domain Blankenburgverbinding or the EETS Domain ViA15, other than for the purpose of providing services as a (Candidate) EETS Provider, the (Candidate) EETS Provider shall take all measures necessary to avoid (the appearance of) a conflict of interest. To this end, the (Candidate) EETS Provider shall at least ensure:
- (i) an organisational and personnel separation;
 - (ii) an administrative separation and separation of (sensitive) information; and
 - (iii) a financial separation (excluding permitted financing of the (Candidate) EETS Provider by a Group Company through equity or loans);
- between the provision of services as EETS Provider for the purposes of this EETS Domain Statement and EETS Agreement on the one hand, and the other tasks or roles referred to in the first sentence of this article 5.1 on the other hand; and
- (iv) an interest protection plan describing the prevention of conflicts of interest, the ensuring of separations referred to in article 5.1, bullets (i) to (iii), how sensitive information is kept confidential and designating a compliance officer to monitor compliance with the interest protection plan and this article 5.
 - (v) that the relevant employees are informed of the interest protection plan and agree to comply with it;
- 5.2 The Toll Charger may, through Inspections, monitor the (Candidate) EETS Provider's compliance with the provisions of article 5.1 and may at any time require inspection of the aforementioned interest protection plan.

6 Working with other persons

The (Candidate) EETS Provider shall be liable for damages to the Toll Charger to the extent that these are attributable to the (Candidate) EETS Provider, its agents or other persons whose assistance the (Candidate) EETS Provider makes use of in exercising its rights or in fulfilling its obligations under the EETS Directive Implementation Act, the Heavy Goods Vehicle Charge Act, this EETS Domain Statement and the EETS Agreement.

7 Liability

- 7.1 Unless and to the extent expressly provided otherwise in the applicable Laws and Regulations or in this EETS Domain Statement, the parties may pursue the legal remedies available to them under Dutch law against each other.
- 7.2 The Toll Charger's total aggregate liability to the (Candidate) EETS Provider, arising from contractual, extra-contractual, statutory and extra-statutory liability, is limited to a total amount of € 2,000,000 per claim and € 2,000,000 per year. The (Candidate) EETS Provider is in no event entitled to claim compensation for loss of profits.
- 7.3 The total aggregate liability of the (Candidate) EETS Provider to the Toll Charger, arising from contractual, extra-contractual, statutory and extra-statutory liability, is limited to a total amount of € 2,000,000 per claim and € 2,000,000 per year.
- 7.4 The limitation of liability referred to in article 7.3, does not apply to the obligation to pay the Heavy Goods Vehicle Charge referred to in [article 36](#), to pay the penalty interest referred to in [article 37.1](#) and to pay the Performance Discounts and Penalty Point Corrections referred to in [article 35.2](#).
- 7.5 The (Candidate) EETS Provider cannot invoke the limitation of liability referred to in article 7.3 in case of intent or gross negligence of the (Candidate) EETS Provider.

8 Indemnity

- 8.1 The (Candidate) EETS Provider indemnifies and holds harmless (“vrijwaart”) the Toll Charger for the following claims, insofar as these claims are not the direct result of a attributable breach (“toerekenbare tekortkoming”) to the Toll Charger:
- (i) claims by third parties (including but not limited to Contracted Holders, subcontractors, suppliers and resellers of the (Candidate) EETS Provider) for compensation for damages suffered due to an attributable breach or tortious act (“onrechtmatige daad”) of the (Candidate) EETS Provider, its subordinates or representatives;
 - (ii) claims by third parties (including but not limited to Contracted Holders, subcontractors, suppliers and resellers of the (Candidate) EETS Provider) based on an infringement or alleged infringement of Intellectual Property Rights or industrial property rights in connection with the (Candidate) EETS Provider’s services and activities;
 - (iii) fines or penalties imposed on the Toll Charger by an appropriate authority that result from an attributable breach or tortious act of the (Candidate) EETS Provider (including but not limited to subcontractors, suppliers and resellers of the (Candidate) EETS Provider; and
 - (iv) the costs of legal actions brought against the Toll Charger by third parties (including but not limited to Contracted Holders, subcontractors, suppliers and resellers), for a breach or tortious act of the (Candidate) EETS Provider, its subordinates or representatives.
- 8.2 The Toll Charger is not liable for any loss or damage suffered by Contracted Holders as a result of cancellation or termination of the EETS Agreement, and the (Candidate) EETS Provider shall indemnify and hold harmless the Toll Charger for any such claims.

9 Confidentiality

- 9.1 It is not permitted for the (Candidate) EETS Provider or the Toll Charger, without the prior and written consent of the other party, to, either directly or indirectly, such as through an intermediary or a legal entity in which the (Candidate) EETS Provider or the Toll Charger is involved as a Shareholder, director or otherwise:
- (i) use any part of Confidential Information other than in the context of Accreditation, or for any purpose other than the discussions about this EETS Domain Statement and the EETS Agreement or the execution thereof;
 - (ii) disclose any part of Confidential Information to third parties other than the natural or legal persons who, by virtue of their position at, their professional relationship with, or their direct or indirect contractual relationship with the (Candidate) EETS Provider or the Toll Charger, should have access to the Confidential Information. Insofar as these natural or legal persons are not bound by legal professional secrecy by virtue of their professional activity and for that reason would not disclose this Confidential Information by virtue of a professional duty, these natural or legal persons must expressly declare in writing that they are bound by the obligations of this article 9. The (Candidate) EETS Provider, and the Toll Charger, ensure that the natural or legal persons referred to in this article 9.1 section (ii), which they involve in the Accreditation and execution of this EETS Domain Statement or the EETS Agreement, comply with the obligations contained in this article 9.
- 9.2 The (Candidate) EETS Provider and the Toll Charger take all measures necessary to:
- (i) prevent the disclosure of Confidential Information in violation of this article 9; and
 - (ii) guarantee compliance with the terms of this article 9 by each of them and the natural or legal persons referred to in article 9.1 section (ii).
- 9.3 The confidentiality obligations under article 9.1 sections (i) and (ii) do not apply if the information:
- (i) is publicly available, unless this is due to an unauthorised disclosure of that information in breach of article 9 by the (Candidate) EETS Provider or the Toll Charger or by any person to whom either of them has made this Confidential Information available;
 - (ii) was already known to the (Candidate) EETS Provider or Toll Charger at the time that the information was provided to them;
 - (iii) is provided to the (Candidate) EETS Provider or the Toll Charger on a non-confidential basis by a third party who lawfully possesses this information and is entitled to disclose it;

- (iv) is provided by the Toll Charger to a toll charger from another EETS Domain to optimise the Heavy Goods Vehicle Charge system or the toll collection system in the receiving toll charger's EETS Domain;
 - (v) is subject to the obligation to be disclosed:
 - a. pursuant to Laws and Regulations;
 - b. in the context of administrative oversight, parliamentary control or other democratic accountability;
 - c. pursuant to a court order.
- 9.4 Except in the circumstances referred to in article 9.3, the (Candidate) EETS Provider shall consult with the Toll Charger before disclosing Confidential Information.
- 9.5 If the disclosure of Confidential Information by the (Candidate) EETS Provider or the Toll Charger is required under article 9.3 section (v), :
- (i) before disclosing Confidential Information, the (Candidate) EETS Provider or the Toll Charger shall immediately notify the other party in writing of the obligation to disclose and of the requested documents to be disclosed, and the (Candidate) EETS Provider and the Toll Charger shall agree on the timing and content of the disclosure;
 - (ii) the (Candidate) EETS Provider or the Toll Charger shall solely disclose that part of the Confidential Information required under article 9.3 section (v);
 - (iii) the (Candidate) EETS Provider or the Toll Charger shall endeavour to ensure, as far as possible, confidential treatment of the Confidential Information.

10 Dissolution and termination of EETS Agreement by Toll Charger

- 10.1 The Toll Charger is not entitled to dissolve the EETS Agreement pursuant to article 265 of Book 6 of the Dutch Civil Code ("*ontbinding*") or to terminate pursuant to Book 7 of the Dutch Civil Code ("*opzegging*"), except for termination on the following grounds. The Toll Charger may terminate the EETS Agreement by written notice to the (Candidate) EETS Provider by the date specified in such notice if:
- (i) the conditions precedent set out in [article 1.2](#) of the EETS Agreement have not been met on the date referred to in [article 2.4](#) of the EETS Agreement;
 - (ii) the (Candidate) EETS Provider does not comply with any payment obligation towards the Toll Charger within fourteen Calendar Days after the Toll Charger has given the (Candidate) EETS Provider written notice of the breach and demanded compliance;
 - (iii) the (Candidate) EETS Provider does not comply with any other obligation towards the Toll Charger within fourteen Calendar Days after the Toll Charger has given written notice to the (Candidate) EETS Provider and demanded compliance, unless the breach, given its particular nature or minor importance, in light of the totality of the (Candidate) EETS Provider's obligations, does not justify termination of the EETS Agreement with its consequences;
 - (iv) one or more of the following circumstances occur(s):
 - a. the (Candidate) EETS Provider applies for its (provisional) suspension of payments ("*surseance van betaling*");
 - b. the (Candidate) EETS Provider is granted (provisional) suspension of payments;
 - c. the (Candidate) EETS Provider files for bankruptcy;
 - d. the (Candidate) EETS Provider is declared bankrupt;
 - e. it appears that the (Candidate) EETS Provider will be unable to meet a material part of its due obligations under this EETS Domain Statement and the EETS Agreement;
 - f. the (Candidate) EETS Provider's lenders demand early payment of a material portion of claims against the EETS Provider;
 - g. the (Candidate) EETS Provider takes steps to achieve its dissolution or liquidation;
 - h. the (Candidate) EETS Provider is dissolved or liquidated; or
 - i. a circumstance similar to (a) to (h) above occurs with respect to the (Candidate) EETS Provider in its country of establishment or any country in which the EETS Provider operates;
 - (v) there is a change of Control at the (Candidate) EETS Provider;

- (vi) there is an unfair commercial practice within the meaning of Directive 2005/29 EC, which includes unfair commercial practice against a Holder acting in the course of a profession or business;
 - (vii) the (Candidate) EETS Provider abuses the Heavy Goods Vehicle Charge system;
 - (viii) the (Candidate) EETS Provider does not pay the costs for Accreditation referred to in [article 47](#);
 - (ix) the (Candidate) EETS Provider no longer meets the requirements for obtaining a Certificate of Accreditation referred to in article 41 or the Certificate of Accreditation has been withdrawn;
 - (x) the EETS Provider, after a notice of default in which an additional period of fourteen Calendar Days is granted for compliance, fails to comply with one or more of the obligations regarding the bank guarantee referred to in [article 38](#);
 - (xi) the EETS Provider does not comply with KPI 1, as specified in category 1 of Table I of article 1 of [Annex IX](#) of this EETS Domain Statement for four consecutive Calendar Months;
 - (xii) the EETS Provider does not comply with KPI 2, as specified in category 2 of Table I of article 2 of [Annex IX](#) of this EETS Domain Statement for four consecutive Calendar Months;
 - (xiii) the EETS Provider structurally fails to meet KPI 3, 4, 5, 6, or 7, as specified in categories 3 to 7 of Table I of article 2 of [Annex IX](#) of this EETS Domain Statement;
 - (xiv) the Toll Charger has imposed more than € 200,000 in Performance Discounts on the EETS Provider in a period of twelve consecutive Calendar Months;
 - (xv) the Toll Charger has imposed more than € 200,000 in Penalty Point Corrections on the EETS Provider in a period of twelve consecutive Calendar Months;
 - (xvi) the (Candidate) EETS Provider does not adapt its systems and services to changes in Laws and Regulations, such that the (Candidate) EETS Provider does not act in accordance with Laws and Regulations, no later than on the fourteenth Calendar Day after a change thereto comes into effect, unless the (Candidate) EETS Provider demonstrates that the delay in adapting its services cannot be attributed to it directly or indirectly or is for its own account and risk;
 - (xvii) a Case of Force Majeure occurs for a period of two or more consecutive Calendar Months;
 - (xviii) the Heavy Goods Vehicle Charge Act, the EETS Directive Implementation Act or related Laws and Regulations can no longer be implemented in a material respect, pursuant to a court order, or as a result of an amendment, partial repeal or full repeal of the Heavy Goods Vehicle Charge Act, the EETS Directive Implementation Act or related Laws and Regulations.
- 10.2 If the Toll Charger terminates the EETS Agreement pursuant to article 10.1, sections (i) to (xvi), the Toll Charger may refuse to enter into a new EETS Agreement with the (Candidate) EETS Provider or with a Group Company if the (Candidate) EETS Provider or the relevant Group Company does not demonstrate to the Toll Charger's satisfaction that reliable remedial measures have been taken by the (Candidate) EETS Provider or the Group Company to prevent similar future events.
- 10.3 Except in the cases referred to in article 11.2, the Toll Charger does not owe any compensation to the (Candidate) EETS Provider for termination of the EETS Agreement.
- 10.4 Termination by the Toll Charger does not affect its rights to enforce obligations that arose prior to or in connection with the termination, nor does it affect its potential claims for damages due to the (Candidate) EETS Provider's attributable breach.
- 10.5 From the date by which the Toll Charger terminates the EETS Agreement, the EETS Provider no longer has the right referred to in [article 4.1](#) to provide Toll Services in the EETS Domain Heavy Goods Vehicle Charge, and the EETS Provider will no longer have access to the EETS Domain Heavy Goods Vehicle Charge.

11 Compensation in case of termination of EETS Agreement by the Toll Charger

- 11.1 The Toll Charger is not be liable to the Candidate EETS Provider if, prior to the Contract Date, either on the basis of a court order, or as a result of an amendment, partial repeal or total repeal of the Heavy Goods Vehicle Charge Act, the EETS Directive Implementation Act or related Laws and Regulations, the Heavy Goods Vehicle Charge Act or the EETS Directive Implementation Act or related Laws and Regulations can no longer be implemented in a material respect.

- 11.2 In the event of termination of the EETS Agreement referred to in [article 10.1](#) section (xviii), the Toll Charger:
- (i) is only obliged to pay the Candidate EETS Provider a one-off compensation fee for proven costs incurred by the Candidate EETS Provider up to a maximum of € 500,000, if, on the date of termination, the Candidate EETS Provider has successfully completed test phase A referred to in [article 46.1](#) in the opinion of the Toll Charger;
 - (ii) is only obliged to pay the Candidate EETS Provider a one-off compensation fee for proven costs incurred by the Candidate EETS Provider up to a maximum of € 1,500,000, if, on the date of termination, the Candidate EETS Provider has successfully completed test phase B referred to in [article 46.1](#) in the opinion of the Toll Charger;
 - (iii) is only obliged to pay the EETS Provider a one-off compensation fee for proven costs incurred by the EETS Provider up to a maximum of € 3,000,000, if the EETS Provider holds a valid Certificate of Accreditation on the date of termination;
 - (iv) is only obliged to pay the EETS Provider a one-off compensation fee for proven costs incurred by the EETS Provider up to a maximum of € 3,000,000, plus the remuneration referred to in [article 39](#) that the EETS Provider would receive from the Toll Charger during one Calendar Year, if the termination takes place within one Calendar Year after Operational Start and the EETS Provider holds a Certificate of Accreditation. The fee shall be calculated based on the remuneration paid or due in the 12 Calendar Months prior to the termination, unless the period between the start of the Service Phase and the termination is shorter than 12 Calendar Months, in which case the fee shall be calculated based on the average remuneration paid or due in that shorter period; or
 - (v) is only obliged to pay the EETS Provider a one-off compensation fee for proven costs incurred by the EETS provider up to a maximum not exceeding the result of the formula $\text{€ } 3,000,000 * ((7-N)/7)$, if the date of termination is later than one continuous period of twelve Calendar Months starting from the Operational Start and the EETS Provider holds a valid Certificate of Accreditation. In any event, the one-off compensation shall be reduced by € 250,000 for each full Calendar Year from the start of the Service Phase. In the formula in the first sentence of this article, N equals the number of years that the EETS Provider has provided services within the EETS Domain Heavy Goods Vehicle Charge. The one-off compensation in the first sentence of this article shall be increased by the remuneration referred to in [article 39](#), which the EETS Provider would receive from the Toll Charger during six Calendar Months, if, on the date of termination, one continuous period of 12 Calendar Months or more has elapsed since the start of the Service Phase and the EETS Provider holds a valid Certificate of Accreditation. In this regard, the fee shall be calculated based on the remuneration paid in the twelve Calendar Months prior to the termination, unless the period between the start of the Service Phase and the termination is shorter than twelve Calendar Months, in which case the average shall be calculated based on that shorter period. The aforementioned period of six Calendar Months shall be shortened by any period between the date of termination referred to in [article 10.1](#) part (xviii) and the date by which the EETS Agreement is terminated according to this Notice.
- 11.3 Any compensation due under article 11.2 is not cumulative. There can only be compensation due under one of the provisions of article 11.2.
- 11.4 By way of derogation from article 11.2, the Toll Charger is not liable for any compensation if an event referred to in [article 10.1](#) section (xviii), was foreseeable on the Contract Date.
- 11.5 In the event of termination of the EETS Agreement by the Toll Charger as referred to in [article 10.1](#), the (Candidate) EETS Provider shall pay the Toll Charger:
- (i) all remaining toll payments (Heavy Goods Vehicle Charge) due to be paid by the EETS Provider to the Toll Charger in accordance with [article 36](#) until the moment of termination of the EETS Agreement;
 - (ii) all penalty interests, referred to in [article 37.1](#), Performance Discounts and Penalty Point Corrections, referred to in [article 35.2](#), which have not yet been offset by the Toll Charger with the degressive fee, referred to in [Article 39.1](#) section (iv); and
 - (iii) except in the case referred to in [article 10.1](#) sections (xvii) and (xviii), a one-off compensation in the amount of € 50,000 for the costs incurred by the Toll Charger due to the termination of the EETS Agreement.

12 Dissolution (“ontbinding”) and Termination (“opzegging”) of the EETS Agreement by the (Candidate) EETS Provider

- 12.1 During the first two years of the Service Phase, the EETS Provider is not entitled to terminate the EETS Agreement pursuant to article 265 of Book 6 of the Dutch Civil Code (“ontbinding”) or to terminate pursuant to Book 7 of the Dutch Civil Code (“opzegging”). Likewise, the EETS Provider is not entitled to terminate the EETS Agreement, as long as two years have not yet elapsed from the date of commencement of the Service Phase, except on the basis of the following grounds. The EETS Provider may terminate the EETS Agreement by written notice to the Toll Charger by the date specified in such notice to the Toll Charger, subject to a notice period of three Calendar Months if:
- (i) the Toll Charger fails to comply with an obligation towards the EETS Provider within fourteen Calendar Days after the EETS Provider has given the Toll Charger written notice of the breach and demanded compliance, unless the breach, given its particular nature or minor importance, in light of the totality of the Toll Charger’s obligations, does not justify the termination of the EETS Agreement with its consequences;
 - (ii) a Case of Force Majeure occurs for a period of two or more consecutive Calendar Months.
- 12.2 During the Accreditation Phase and after two years have elapsed from the start of the Service Phase, the (Candidate) EETS Provider may terminate the EETS Agreement by giving written notice to the Toll Charger, subject to a notice period of three Calendar Months. The (Candidate) EETS Provider is not entitled to dissolve the EETS Agreement pursuant to article 265 of Book 6 of the Dutch Civil Code.
- 12.3 In case of termination of the EETS Agreement by the (Candidate) EETS Provider, as referred to in article 12.1 or 12.2, the (Candidate) EETS Provider shall not owe any compensation to the Toll Charger for termination or dissolution of the EETS Agreement, with the exception of the payments referred to in article 12.4.
- 12.4 In the event of termination of the EETS Agreement referred to in article 12.1 or 12.2, the (Candidate) EETS Provider shall pay the Toll Charger:
- (i) all remaining toll payments (Heavy Goods Vehicle Charge) due to be paid by the EETS Provider to the Toll Charger in accordance with [article 36](#) until the moment of termination of the EETS Agreement; and
 - (ii) all penalty interests, referred to in [article 37.1](#), and Performance Discounts and Penalty Point Corrections, referred to in [article 35.2](#), which have not yet been offset by the Toll Charger with the degressive fee, referred to in [Article 39.1](#) section (iv).
- 12.5 Termination by the (Candidate) EETS Provider under article 12.1 or 12.2 shall not affect its potential claims for damages due to the Toll Charger’s attributable breach.
- 12.6 From the date by which the EETS Provider terminates the EETS Agreement, the EETS Provider no longer has the right referred to in [article 4.1](#) to provide Toll Services in the EETS Domain Heavy Goods Vehicle Charge, and the EETS Provider shall no longer have access to the EETS Domain Heavy Goods Vehicle Charge.

13 Information obligation on dissolution or termination of EETS Agreement

Upon dissolution or termination of the EETS Agreement, the (Candidate) EETS Provider shall immediately inform the Contracted Holders that they can no longer use its services in the EETS Domain Heavy Goods Vehicle Charge, while also indicating the manner in which the Contracted Holders can otherwise fulfil their obligation to pay Heavy Goods Vehicle Charge.

14 Amendment to the EETS Domain Statement

Subject to article 15, the Toll Charger has the right to amend in writing one or more provisions of this EETS Domain Statement or the EETS Agreement at any time.

15 Obligation to implement changes in the Heavy Goods Vehicle Charge system

- 15.1 The (Candidate) EETS Provider and the Toll Charger shall proactively keep each other informed of changes in Laws and Regulations and policies.

- 15.2 The (Candidate) EETS Provider shall adapt its services and systems for electronic toll collection at its own expense and risk, in case of:
- (i) amendments to this EETS Domain Statement referred to in article 14;
 - (ii) changes in Laws and Regulations, including but not limited to the Heavy Goods Vehicle Charge Act, the Heavy Goods Vehicle Charge Decision, the Heavy Goods Vehicle Charge Decree and the EETS Directive Implementation Act, regardless of whether the change in Laws and Regulations leads to an amendment to this EETS Domain Statement or the EETS Agreement ;
 - (iii) other changes to the Heavy Goods Vehicle Charge system that do not require an amendment or change referred to in sections (i) or (ii).
- 15.3 If a change by the Toll Charger as referred to in article 15.1 results in changed technical requirements for the interface between Roadside Equipment and On-Board Equipment, the Toll Charger shall also - in addition to its support of the new interface - continue to support the interface between Roadside Equipment and On-Board Equipment based on the previous technical requirements for a period of two years after the relevant change comes into force, so that the Heavy Goods Vehicle Charge system remains compatible with the On-Board Equipment in circulation during at least this period.
- 15.4 If a change by the Toll Charger referred to in article 15.1 leads to the application of a new version of a technical standard (CEN/TS, NEN or ISO), the Toll Charger shall continue to support data exchange in accordance with the previous version of the relevant standard for a period of two years after the relevant change comes into force, in order to ensure back-office compatibility for two years.
- 15.5 The Toll Charger shall notify the (Candidate) EETS Provider in writing of any changes referred to in article 15.1 sections (i) to (iii), no later than three Calendar Months before the change enters into force. To the extent necessary for the adequate implementation of the change by the (Candidate) EETS provider, this notification includes:
- (i) a detailed technical description of the change;
 - (ii) a description of the components of the Testing Process which the (Candidate) EETS Provider must successfully re-run ;
 - (iii) an indication of whether the change leads to a Major System Modification and whether Reaccreditation is necessary.

If, in the opinion of the Toll Charger, this is necessary in view of the planning for the successful re-running of the components of the Testing Process referred to under section (ii), the Toll Charger shall apply a longer period than the three Calendar Months referred to in the first sentence of this article 15.5.

- 15.6 In the notification referred to in article 15.5, the Toll Charger shall state the period within which the (Candidate) EETS Provider:
- (i) must have submitted a change report as referred to in article 15.7 to the Toll Charger for approval; and
 - (ii) must have adapted its services and systems for electronic toll collection. In determining this period, the Toll Charger shall take into account at least the following circumstances:
 - a. the schedule for the successful re-run of the components of the Testing Process referred to in article 15.5 section (ii);
 - b. in case it concerns a change in Laws and Regulations that does not require an amendment of this EETS Domain Statement or the EETS Agreement, the (Candidate) EETS Provider's services and systems for electronic toll collection must be adapted before the change in Laws and Regulations enters into force;
 - c. in case it concerns a change in Laws and Regulations that also requires an amendment of this EETS Domain Statement or the EETS Agreement, the (Candidate) EETS Provider's services and systems for electronic toll collection must be adapted before the amendment of this EETS Domain Statement or EETS Agreement enters into force;
 - d. in the event of an amendment to this EETS Domain Statement or the EETS Agreement, the (Candidate) EETS Provider's services and systems for electronic toll collection must be adapted before the amendment to this EETS Domain Statement or EETS Agreement enters into force.

- 15.7 Within the timeframe specified in article 15.6 section (i), the (Candidate) EETS Provider shall submit a technical description and a description of the consequences of the relevant change for its services and systems for electronic toll collection for approval of the Toll Charger by means of a change report. The guiding principle when implementing any change to the (Candidate) EETS Provider's services and systems for electronic toll collection is that (i) the Toll Charger, (ii) the Accreditation and (iii) the Contracted Holders are inconvenienced as little as possible as a result of the changes to be implemented. To this end, the (Candidate) EETS Provider shall take control measures.
- 15.8 In derogation from article 15.5, the Toll Charger shall, in the event of a change resulting from the application of the Emergency Regulation, notify the (Candidate) EETS Provider in writing no later than one Calendar Month before the change concerned enters into force. The (Candidate) EETS Provider shall be obliged to implement the relevant changes in its services and systems for electronic toll collection at its own expense and risk within one Calendar Month after notification by the Toll Charger. The Toll Charger shall state this deadline in the notification.
- 15.9 The (Candidate) EETS Provider shall adapt its electronic toll service and systems after:
- (i) the Toll Charger has approved the change report referred to in article 15.7;
 - (ii) if applicable, the components of the Testing Process designated by the Toll Charger pursuant to article 15.5 part (ii) have been successfully re-run;
 - (iii) if applicable according to [article 50](#), a renewed Certificate of Accreditation has been obtained; and
 - (iv) within the time period set by the Toll Charger pursuant to article 15.6 section (ii).
- 15.10 The Toll Charger may determine on a case-by-case basis that, due to the nature of the change in question, no components of the Testing Process need to be re-run, in which case article 15.5 section (ii), article 15.6 part (ii) under a and article 15.9 section (ii) do not apply.
- 15.11 Under no circumstances is the Toll Charger liable to the (Candidate) EETS Provider for damages resulting from changes to the Heavy Goods Vehicle Charge system, about which the (Candidate) EETS Provider has been notified in a timely manner in accordance with article 15.5 to 15.8.
- 15.12 If, during the Service Phase, the costs for the EETS Provider directly related to the implementation of a change as referred to in article 15.1, exceed 5% of the EETS Provider's total annual remuneration pursuant to [article 39.1](#) per change, with a minimum of € 100,000, the EETS Provider and the Toll Charger shall enter into discussions regarding compensation. Prior to the discussions, the EETS Provider shall provide the Toll Charger with a substantiated estimate of its costs. Any compensation to be granted by the Toll Charger to the EETS Provider shall be determined on the basis of the actual costs directly related to the implementation of a change as referred to in the first sentence of this article. If deemed necessary by the Toll Charger for the discussions referred to in the first sentence of this article 15.12, the Toll Charger shall extend the period referred to in article 15.6 through 15.9. Costs related to the implementation of a change other than those referred to in this article 15.12, read in conjunction with article 15.13, are not eligible for compensation.
- 15.13 The costs directly related to the implementation of a change, as referred to in article 15.12, are the costs incurred by the EETS Provider in implementing the required technical and administrative changes to its services and systems for electronic toll collection, excluding costs related to loss of use of the systems, loss of profits, lost savings and administrative handling of the relevant changes.
- 15.14 The (Candidate) EETS Provider is not entitled to compensation for any costs or lost revenue arising from the implementation of changes to the Heavy Goods Vehicle Charge system tariffs as referred to in article 5(1) of the Heavy Goods Vehicle Charge Act.

16 Changes by the EETS Provider

- 16.1 The (Candidate) EETS Provider shall notify the Toll Charger in writing of any changes to its back office that affect the electronic message exchange with the Toll Charger or the registration of Driven Kilometres in the EETS Domain Heavy Goods Vehicle Charge, at least three Calendar Months prior to the operational implementation of such changes as envisaged by the (Candidate) EETS Provider. The (Candidate) EETS Provider may implement the changes referred to in the first sentence after the Toll Charger has granted permission to do so and, if deemed necessary by the Toll Charger's, after a renewed Certificate of Accreditation has been provided. If circumstances require urgent implementation of a change as referred to in the first sentence of

- this article 16.1, the Toll Charger and the (Candidate) EETS Provider can agree on a different period than the period of three Calendar Months referred to in the first sentence.
- 16.2 For the purpose of obtaining the permission referred to in article 16.1 and, if deemed necessary by the Toll Charger, a renewed Certificate of Accreditation, all or part of the Testing Process must again be successfully completed. [Article 47](#) applies.
- 16.3 The Toll Charger will only grant the permission referred to in article 16.1 if the relevant change does not require a change as referred to in article 15.2, unless the Toll Charger decides to implement a change as referred to in article 15.2.
- 16.4 If the Toll Charger intends to withhold the permission referred to in article 16.1, the Toll Charger and the (Candidate) EETS Provider shall enter into discussions to discuss the reason for not granting permission and whether there is a possibility to grant permission by adjusting the change proposed by the (Candidate) EETS Provider.
- 16.5 Insofar as the (Candidate) EETS Provider intends to implement changes other than those referred to in article 16.1, the (Candidate) EETS Provider shall notify the Toll Charger in writing of the impact of the intended change on the (Candidate) EETS Provider's services and systems for electronic toll collection:
- (i) at least three Calendar Months prior to the (Candidate) EETS Provider's envisaged implementation of that change; and
 - (ii) to what extent the change relates to the requirements and obligations imposed by this EETS Domain Statement and the EETS Agreement regarding obtaining a Certificate of Accreditation and the provision of services.
- 16.6 If in the (Candidate) EETS Provider's estimation a change referred to in article 16.5 may have a negative impact on the requirements and obligations imposed by this EETS Domain Statement or the EETS Agreement, the (Candidate) EETS Provider may request the Toll Charger to carry out one or more of the tests referred to in [article 46.1](#) of the Testing Process. [Article 47](#) applies.
- 16.7 The basic principle when implementing any change in the (Candidate) EETS Provider's services and systems for electronic toll collection is that (i) the Toll Charger, (ii) the Accreditation, and (iii) the Contracted Holders are inconvenienced as little as possible as a result of the changes to be implemented. To this end, the (Candidate) EETS Provider shall take control measures.
- 16.8 The costs for the (Candidate) EETS Provider's implementation of changes to its services and systems for electronic toll collection shall be borne by the (Candidate) EETS Provider, except to the extent that compensation is due under article 15.12.

17 Monitoring and auditing the (Candidate) EETS Provider

- 17.1 The (Candidate) EETS Provider shall at all times notify the Toll Charger in a timely, complete and truthful manner about matters that may reasonably be of interest to the Toll Charger in relation to the implementation of this EETS Domain Statement, the EETS Agreement, the Heavy Goods Vehicle Charge Act, the EETS Directive Implementation Act, the provisions under or pursuant to those Acts and related Laws and Regulations.
- 17.2 The (Candidate) EETS Provider shall record and monitor how and to what extent it complies with the requirements and obligations under this EETS Domain Statement and the EETS Agreement, using a monitoring system to be specified by Toll Charger.
- 17.3 The (Candidate) EETS Provider shall cooperate with the Toll Charger to monitor the (Candidate) EETS Provider's compliance with its obligations under this EETS Domain Statement and the EETS Agreement and the (Candidate) EETS Provider's obligations to Contracted Holders. This includes:
- (i) providing the information requested by the Toll Charger within the period determined by the Toll Charger; and
 - (ii) cooperating with Inspections by or on behalf of the Toll Charger, including providing access to sites where the EETS Agreement is being executed; and
 - (iii) cooperating with any audit to be carried out by or on behalf of the Toll Charger.
- 17.4 The Toll Charger shall allow the (Candidate) EETS Provider to attend Inspections. The (Candidate) EETS Provider shall ensure that third parties engaged by it are obliged to allow the Inspections at their sites and to fully cooperate with the Inspections.

- 17.5 Inspections by or on behalf of the Toll Charger are carried out in the following circumstances:
- (i) at a time and in a manner in which Inspections do not unreasonably hinder the proper functioning of the Heavy Goods Vehicle Charge system;
 - (ii) in compliance with the usual access and security procedures that apply at such Inspections; and
 - (iii) such that Confidential Information is handled in accordance with the obligations under [article 9](#).
- 17.6 The Toll Charger may require the (Candidate) EETS Provider to produce copies of Vehicle Documents of Contracted Holders in order to verify that the Vehicle Classification Parameters used by the (Candidate) EETS Provider for the Calculated Heavy Goods Vehicle Charge are in line with the actual Vehicle Classification Parameters, evidenced by the relevant Vehicle Documents.
- 17.7 In case of application of article 17.6, the EETS Provider shall encrypt the copies of the Vehicle documents and send them to the Toll Charger in a manner to be specified by the Toll Charger, within two Working Days of the Toll Charger's request to do so.

18 Reporting obligations

- 18.1 Within two Calendar Days after the start of the Accreditation Phase, the (Candidate) EETS Provider shall provide the Toll Charger with an overview of the number of Service Agreements that the (Candidate) EETS Provider has entered into for Dutch license plates up to the time of the start of the Accreditation Phase, specifying the relevant Dutch license plates.
- 18.2 During the Accreditation Phase, on the first Calendar Day of each Calendar Month, the (Candidate) EETS Provider shall provide the Toll Charger with an overview of the number of Service Agreements concluded by the (Candidate) EETS Provider in the preceding Calendar Month for Dutch license plates, specifying the relevant license plates.
- 18.3 From the start of the Service Phase, no later than five Calendar Days after the end of each Calendar Month, the (Candidate) EETS Provider shall provide the Toll Charger with a monthly report in the format available for this purpose via the Toll Charger Website. The monthly report shall contain a description of how and to what extent the EETS Provider complies with the requirements and obligations of this EETS Domain Statement and the EETS Agreement during the Calendar Month being reported on.
- 18.4 From the start of the Service Phase, the EETS Provider shall provide a quarterly report to the Toll Charger no later than five Calendar Days after the end of each Calendar Quarter in the format available for this purpose via the Toll Charger Website. The quarterly report contains at least the following information on the Calendar Quarter being reported on:
- (i) the number of Contracted Holders on the last Calendar Day of the Calendar Quarter;
 - (ii) the total amount of Calculated Heavy Goods Vehicle Charge owed by Contracted Holders for the reporting period;
 - (iii) any possible risks and problems experienced by the EETS Provider in the execution of this EETS Domain Statement and the EETS Agreement;
 - (iv) whether and, if so, the extent to which Contracted Holders have breached obligations under the Service Agreement;
 - (v) whether and, if so, the extent to which the EETS Provider has fulfilled its obligations under the Service Agreement, including but not limited to a description of how and when the EETS Provider informs Contracted Holders of new or amended Laws and Regulations referred to in [article 27.4](#).
- 18.5 From the start of the Service Phase, the EETS Provider shall, at the request of the Toll Charger and within a reasonable time period to be determined by the Toll Charger, provide the Toll Charger all data stored in the EETS Provider's systems for the purpose of providing services in the EETS Domain Heavy Goods Vehicle Charge, by way of an ad hoc report and in compliance with Laws and Regulations and Data Protection requirements referred to in [article 34.4](#).
- 18.6 From the start of the Service Phase, the EETS Provider shall annually engage an independent external auditor. This engagement agreement shall, in any case, include the preparation of the following reports covering a period of twelve Calendar Months regarding the EETS Provider's service in the EETS Domain Heavy Goods Vehicle Charge, in the format available for this purpose via the Toll Charger Website:

- (i) An Assurance Statement prepared in accordance with the ISAE 3402 (type 2) standard on the quality of Risk Management, Information Security, Data Management and operational and financial processes performed by the EETS Provider, certifying that the EETS Provider complies with the requirements in [Annex VII](#) to this EETS Domain Statement; and
 - (ii) A financial statement prepared in accordance with the ISA 805 standard of the Heavy Goods Vehicle Charge collected by the EETS Provider and remitted to the Toll Charger in the 12 Calendar Months reported.
- 18.7 The EETS Provider shall provide the reports referred to in article 18.6 annually within three Calendar Months following the end of the period of twelve Calendar Months to which the reports relate. The EETS Provider shall provide the reports, referred to in article 18.6, for the first time to the Toll Charger no later than within three Calendar Months following the end of the first twelve Calendar Months following the start of the Service Phase
- 18.8 If the EETS Provider has outsourced operational or financial processes to an external party, the EETS Provider must, simultaneously with the submission of the reports referred to in article 18.6, provide copies of the reports referred to in article 18.6 section (i), which report relates to that external party and the same period of twelve Calendar Months.
- 18.9 When providing the reports referred to in article 18.6 to the Toll Charger, the EETS Provider shall simultaneously report the findings and any recommendations of the external auditor. Findings are understood to mean possible breaches of contract and areas of concern regarding processes and technology used by the EETS Provider.
- 18.10 Based on the external auditor's findings and any recommendations, the EETS Provider and the Toll Charger will discuss an approach for implementing any proposed improvements and planning and monitoring thereof.
- 18.11 The costs for the reporting requirements referred to in this article 18 and the costs of implementing findings and any recommendations arising from (external) audits and Inspections, are for the account of the (Candidate) EETS Provider.
- 18.12 Without prejudice to article 18.10 and the Toll Charger's ability under [article 21](#) to initiate contract discussions, the Toll Charger may initiate contract discussions to discuss the reports referred to in this article 18.
- 18.13 To review the reports referred to in this article 18, the Toll Charger reserves the right to carry out Inspections (or have them carried out). If the EETS Provider does not provide the required cooperation to an Inspection regarding the Assurance Statement, then the Toll Charger, after prior written notice with a deadline of at least thirty Calendar Days and no more than once per Calendar Year, has the right to have an authorised party on behalf of the Toll Charger carry out an audit of the EETS Provider.

19 Testing Heavy Goods Vehicle Charge system

The (Candidate) EETS Provider shall cooperate if the Toll Charger wishes to subject the Heavy Goods Vehicle Charge system to extensive testing, announced or unannounced. This may involve checking Trucks that drive or have driven in the EETS Domain Heavy Goods Vehicle Charge. The number of Trucks subjected annually by the Toll Charger to the tests set out in this article 19 shall be in reasonable proportion to the (Candidate) EETS Provider's average annual traffic or traffic forecasts in the EETS Domain Heavy Goods Vehicle Charge.

20 Consequences of Inspections and taking notice of documents

- 20.1 If the Toll Charger conducts an Inspection, it is not obliged to identify any breaches of the (Candidate) EETS Provider
- 20.2 An Inspection does not constitute approval of the (Candidate) EETS Provider's performance of its obligations under this EETS Domain Statement and the EETS Agreement. The (Candidate) EETS Provider remains solely responsible for complying with the requirements and obligations of this EETS Domain Statement and the EETS Agreement.
- 20.3 The fact that the Toll Charger becomes aware of or reviews any document, or determines or approves any document, shall in no way imply liability or responsibility on the part of the Toll Charger for its contents, nor does it relieve the (Candidate) EETS Provider of any responsibility under this EETS Domain Statement and the EETS Agreement.

21 Contract discussions

The (Candidate) EETS Provider shall actively participate in contract discussions initiated by the Toll Charger concerning the Heavy Goods Vehicle Charge system and the execution of this EETS Domain Statement and the EETS Agreement. The structure and frequency of the contract discussions shall be subject to the discussions referred to in [article 44.3](#) section (iii) of this EETS Domain Statement.

22 Contradiction

- 22.1 In case of any conflict between the sources and documents listed below, a source or document listed below takes precedence over a source or document listed lower:
- (i) Laws and Regulations;
 - (ii) this EETS Domain Statement;
 - (iii) annexes to this EETS Domain Statement;
 - (iv) EETS Agreement.
- 22.2 To the extent that a translation of this EETS Domain Statement or the EETS Agreement is available, in case of inconsistency between the Dutch language EETS Domain Statement and EETS Agreement on the one hand and a translation of this EETS Domain Statement and EETS Agreement on the other hand, the Dutch language EETS Domain Statement and EETS Agreement shall prevail over a translation thereof in any other language.

23 Waiver of right of suspension and right of set-off

- 23.1 The (Candidate) EETS Provider shall not be entitled to in whole or in part suspend (“*opschorten*”), on any ground whatsoever, its obligations under, or related to, this EETS Domain Statement and the EETS Agreement. Without prejudice to the first sentence, this applies in particular to EETS Provider’s obligations to collect Heavy Goods Vehicle Charge and to pay the Heavy Goods Vehicle Charge to the Toll Charger without delay, in full. As far as legally possible, the (Candidate) EETS Provider irrevocably and unconditionally waives its right to suspension.
- 23.2 Unless otherwise provided in this EETS Domain Statement or the EETS Agreement, the Toll Charger may offset (“*verrekenen*”) amounts payable to the (Candidate) EETS Provider under this EETS Domain Statement or the EETS Agreement against amounts receivable from the (Candidate) EETS Provider under this EETS Domain Statement or the EETS Agreement.
- 23.3 The (Candidate) EETS Provider may not offset amounts payable by it under this EETS Domain Statement or the EETS Agreement against amounts receivable by it under this EETS Domain Statement or the EETS Agreement.

24 VAT, price level and indexation

- 24.1 Any amount expressed in euros in this EETS Domain Statement and in the EETS Agreement is exclusive of VAT.
- 24.2 Any amount expressed in euros in this EETS Domain Statement and in the EETS Agreement is based on the price level 1 January 2024 and will be indexed annually on 1 January in accordance with the Indexation Formula, unless otherwise specified in this EETS Domain Statement.

25 Competent court and applicable law

- 25.1 This EETS Domain Statement and the EETS Agreement is governed by Dutch law, excluding the rules of Dutch private international law, which rules shall not apply.
- 25.2 Disputes regarding this EETS Domain Statement or the EETS Agreement shall be submitted to the competent court in The Hague, without prejudice to the right of the (Candidate) EETS Provider and of the Toll Charger to apply to the Conciliation Body, which has jurisdiction under article 38(1) of the EETS Directive Implementation Act regarding disputes between the Toll Charger and the (Candidate) EETS Provider on their contractual relations or negotiations.

26 Annexes

The following annexes form an integral part of this EETS Domain Statement:

- I [Definitions](#);
- II [Model EETS Agreement](#);
- III [Model bank guarantee](#);
- IV [Testing Process Accreditation](#);
- V [Data Protection](#);
- VI [Intellectual Property Rights](#);
- VII [Risk Management, Data Management, Information Security and operational and financial processes](#);
- VIII [On-Board Equipment](#);
- IX [Performance regime](#);
- X [Key Performance Indicators](#).

Part 2 Procedural conditions

Section 2.1 Obligations of EETS Provider

27 Service Agreement between EETS Provider and Holders

- 27.1 The EETS Provider shall enter into a Service Agreement with each Holder to whom it will provide electronic Toll Services in the EETS Domain Heavy Goods Vehicle Charge, which shall be in accordance with article 8 of the Heavy Goods Vehicle Charge Act, the EETS Directive Implementation Act, article 2 of Implementing Regulation (EU) 2020/204, this EETS Domain Statement and the EETS Agreement.
- 27.2 Prior to entering into a Service Agreement, the EETS Provider explicitly makes clear to a Holder with which legal entity the Holder will enter into a Service Agreement.
- 27.3 Prior to the entering into the Service Agreement, the EETS Provider shall inform a Holder about the Laws and Regulations concerning the Heavy Goods Vehicle Charge in the EETS Domain Heavy Goods Vehicle Charge, in accordance with article 29(2) of the EETS Directive Implementation Act.
- 27.4 The EETS Provider shall inform Contracted Holders of a change in Laws and Regulations concerning the Heavy Goods Vehicle Charge at least ten Calendar Days before that change comes into force, in any case insofar as the relevant change relates to the Chargeable Road Network, Tariffs, the tariff structure or the use of On-Board Equipment by the Contracted Holder.
- 27.5 When entering into or amending a Service Agreement, the EETS Provider shall request each Holder to submit the Vehicle Documents relevant for determining the Tariff, in accordance with article 8(3) of the Heavy Goods Vehicle Charge Act. The EETS Provider shall retain the Vehicle Documents for at least the duration of the Service Agreement;
- 27.6 The EETS Provider shall verify and record the Vehicle Classification parameters specified by a Contracted Holder for the purpose of entering into a Service Agreement, within one Working Day of receiving them from the Contracted Holder.
- 27.7 The EETS Provider shall determine the Tariff to be applied for a Truck of a Contracted Holder based on the Toll Context Data and the Vehicle Classification parameters provided by the Contracted Holder. If the Contracted Holder does not provide Vehicle documents or the Vehicle documents are incorrect or incomplete, the EETS Provider shall apply the highest Tariff, in accordance with article 8(3) of the Heavy Goods Vehicle Charge Act.
- 27.8 The EETS Provider shall prepare and charge an Invoice in its own name to its Contracted Holders in accordance with article 8 of the Heavy Goods Vehicle Charge Act and article 2 of Implementing Regulation (EU) 2020/204.
- 27.9 In addition to article 8(5)(b) of the Heavy Goods Vehicle Charge Act, the Invoice sent by the EETS Provider to the Contracted Holder clearly distinguishes between the cost of the EETS Provider's services and the Heavy Goods Vehicle Charge due.
- 27.10 The EETS Provider shall, in accordance with article 4 of the EETS Directive Implementation Act, provide On-Board Equipment to the Contracted Holder that meets the requirements set out in [article 34.8](#).
- 27.11 The EETS Provider shall oblige the Contracted Holder in the Service Agreement to, before using a Road, place or carry On-Board Equipment belonging to the Truck in each Truck of which it is Holder and to activate the respective On-Board Equipment for the purpose of:
- (i) recording its movement data on the basis of which the EETS Provider, using the technology it employs, calculates the Heavy Goods Vehicle Charge owed by the Contracted Holder; and
 - (ii) the identification of the Truck and verification of the functioning of the associated On-Board Equipment for monitoring and enforcement purposes.

- 27.12 The EETS Provider shall inform the Contracted Holder that they are obliged to, prior to and during the use of each Road, equip their Truck with working and activated On-Board Equipment belonging to the relevant Truck and provided to him by the EETS Provider.
- 27.13 The EETS Provider shall oblige the Contracted Holder in the Service Agreement to immediately report the following events to the EETS Provider:
- (i) The On-Board Equipment does not belong to the Truck for which a Valid Service Agreement is in place;
 - (ii) the On-Board Equipment does not work properly;
 - (iii) the security provided by the Contracted Holder referred to in article 8(4) of the Heavy Goods Vehicle Charge Act has become insufficient;
 - (iv) the On-Board Equipment has been stolen.
- 27.14 From the moment a Contracted Holder reports defective On-Board Equipment to the EETS Provider until the moment the Contracted Holder has received replacement On-Board Equipment from the EETS Provider, the EETS Provider shall not charge Heavy Goods Vehicle Charge to the Contracted Holder.
- 27.15 The EETS Provider shall not offer discounts on the Heavy Goods Vehicle Charge payable by a Contracted Holder and shall not give the impression that it offers a discount.
- 27.16 The EETS Provider shall disclose the policy it applies when entering into Service Agreements with Holders electronically by publishing it on its website.
- 27.17 The EETS Provider shall maintain customer services for all its Contracted Holders, including a complaints handling procedure, as referred to in article 8(5)(d) of the Heavy Goods Vehicle Charge Act.
- 27.18 The complaints handling procedure referred to in article 27.17 shall, at least, provide for the careful substantive handling of complaints about Invoices and the Tariff applied.
- 27.19 The EETS Provider shall unambiguously inform Contracted Holders about how they can exercise their Data Protection rights.

28 Calculating Heavy Goods Vehicle Charge

- 28.1 The EETS Provider shall calculate the Heavy Goods Vehicle Charge of each Toll Trip in accordance with article 6 of the Heavy Goods Vehicle Charge Act by applying the following formula:

VWH = Tk x A where:

- (i) VWH = Calculated Heavy Goods Vehicle Charge
 - (ii) Tk = the Tariff per Driven Kilometre in euros, as determined in accordance with article 27.7 and article 5 of the Heavy Goods Vehicle Charge Act;
 - (iii) A = the length of the Toll Trip in kilometres, calculated in accordance with 28.2.
- 28.2 The EETS Provider shall calculate the length of each Toll Trip by adding up the length of the defined Road Segments, as stated in the Toll Context Data. The Toll Trip length is rounded to the nearest 100 metres.

29 Cooperation between EETS Provider and Toll Charger

- 29.1 The EETS Provider shall cooperate with the Toll Charger to ensure compliance with the Heavy Goods Vehicle Charge Act, the EETS Directive Implementation Act and related Laws and Regulations by Contracted Holders and, in accordance with article 33 of the EETS Directive Implementation Act, to identify the relevant Holder in case of non-compliance. To this end, the Toll Charger may request data from the EETS Provider, at least for:
- (i) verification of correct payments;
 - (ii) detection and prevention of fraud;
 - (iii) answering third-party questions about the EETS Domain Heavy Goods Vehicle Charge or the implementation of the Heavy Goods Vehicle Charge therein.
- 29.2 If non-payment of Heavy Goods Vehicle Charge by a (former) Contracted Holder, as referred to in articles 1 and 33 of the EETS Directive Implementation Act, is suspected or has been detected, or if enforcement proceedings are initiated against a Contracted Holder for non-compliance with Laws and Regulations, then the EETS Provider is obliged to provide support to the Toll Charger upon first

request by providing data on the (former) Contracted Holder and the Truck involved in the alleged or detected non-payment, including at least information about:

- (i) whether the relevant Holder has entered into a Service Agreement with the EETS Provider;
- (ii) the name, address and residence or registered office of the relevant (former) Contracted Holder;
- (iii) the relevant Truck;
- (iv) if applicable, the reasons for suspension or termination of the Service Agreement with that (former) Contracted Holder.

29.3 In case this article 29 applies, the EETS Provider shall encrypt the requested data and send it to the Toll Charger in a manner to be specified by the Toll Charger, within one Working Day of the Toll Charger's request to do so.

30 Message exchange between Toll Charger and EETS Provider

30.1 The EETS Provider shall be able to send and receive the following messages from its back office to and from the Toll Charger's back office, in accordance with article 31 to 34 of this EETS Domain Statement:

- (i) receiving the Toll Context Data ("EFC Context Data") to correctly determine the use of the Chargeable Road Network and to determine the Calculated Heavy Goods Vehicle Charge for a Toll Trip;
- (ii) sending the Toll Charger a Toll Notification ("BillingDetails") referred to in article 32, and receiving from the Toll Charger an acknowledgement of receipt thereof;
- (iii) sending to the Toll Charger a Payment Announcement ("PaymentAnnouncement") referred to in [article 33](#), and receiving from the Toll Charger an acknowledgement of receipt thereof;
- (iv) sending the Toll Charger a customer list referred to in article 31.1 section (i), ("ExceptionList - whitelist"), and receiving from the Toll Charger an acknowledgement of receipt thereof;
- (v) sending the Toll Charger a customer list referred to in article 31.1 section (ii), ("ExceptionList - blacklist"), and receiving from the Toll Charger an acknowledgement of receipt thereof;
- (vi) receiving from the Toll Charger a report that abnormal behaviour of the On-Board Equipment has been observed for monitoring and enforcement purposes ("Report abnormal OBE") and sending to the Toll Charger an acknowledgement of receipt thereof;
- (vii) sending the Toll Charger anonymised traffic data of Contracted Holders ("Anonymous movement Data") for the purpose of traffic and transport policy and traffic management by the Toll Charger, referred to in [article 32.3](#), and receiving from the Toll Charger an acknowledgement of receipt thereof;
- (viii) receiving from the Toll Charger a request for a Toll Trip Declaration ("Request for Toll Declaration"), sending a Toll Trip Declaration ("Toll Declaration") by the EETS Provider to the Toll Charger, as referred to in article 32.4, and receiving from the Toll Charger an acknowledgement of receipt thereof;
- (ix) receiving from the Toll Charger a request for Holder Details ("Request for User Details"), sending that data by the EETS Provider to the Toll Charger ("User Details"), referred to in article 32.5, and receiving from the Toll Charger an acknowledgement of receipt thereof;

30.2 The EETS Provider shall ensure that systems and interfaces, even where not specifically required in this EETS Domain Statement, use standards for data exchange between the EETS Provider's back offices and the Toll Charger.

31 Electronic lists to be maintained by EETS Provider

31.1 The EETS Provider shall maintain the following electronic lists, shall prepare the electronic lists, make amendments to these electronic lists and send these electronic lists to the Toll Charger in accordance with this article 31, the Service Description Data exchange and the requirements referred to in [article 34](#):

- (i) a customer list ("Exceptionlist - whitelist") indicating, inter alia, with which Contracted Holders the EETS Provider has entered into a Valid Service Agreement, for which Trucks the EETS Provider collects Heavy Goods Vehicle Charge and which On-Board Equipment is used by the relevant Contracted Holder. To this end, the customer list shall contain at least the following information by way of a separate registration per combination Contracted Holder - Truck - On-Board Equipment:

- a. registration number and country code of the Contracted Holder's Truck;
 - b. Vehicle Classification Parameters necessary to determine the applicable Tariff, including at least the Permitted Maximum Mass of the Truck in kilograms, the euro emission class and the CO₂ emission class of the Truck, in accordance with article 5 of the Heavy Goods Vehicle Charge Act;
 - c. The applicable Tariff Category for the relevant Truck, in accordance with article 5 of the Heavy Goods Vehicle Charge Act;
 - d. identification of the On-Board Equipment associated with the relevant registration number; and
 - e. identification of the Service Agreement and the Contracted Holder.
- (ii) a list of On-Board Equipment that is invalidated or reported as being defective or stolen ("ExceptionList - blacklist"), that contains at least information on the following, by way of a separate record per combination Contracted Holder - Truck - On-Board Equipment:
- a. On-Board Equipment that a Contracted Holder has reported to the EETS Provider under article 4(3) of the Heavy Goods Vehicle Charge Act as not working properly or being stolen;
 - b. Service agreements that have been suspended and the reason for that; and
 - c. if applicable, On-Board Equipment that has been deliberately tampered with.
- 31.2 From the start of the Service Phase, the EETS Provider shall send the electronic lists referred to in article 31.1 at least once per Calendar Day to the Toll Charger, even if the lists are empty.
- 31.3 The EETS Provider shall send any change to the electronic list referred to in article 31.1 section (ii) immediately to the Toll Charger ("Blacklist - Incremental").
- 31.4 The EETS Provider shall guarantee the continuous accuracy and completeness of the electronic lists referred to in article 31.1.

32 Toll Notification

- 32.1 The EETS Provider shall send a Toll Notification ("BillingDetails") to the Toll Charger for each Toll Trip, within twenty-four hours after the end of a Toll Trip, to the extent that the On-Board Equipment belonging to the relevant Truck has not been reported to the Toll Charger in accordance with article 31.1 section (ii).
- 32.2 The EETS Provider shall prepare the Toll Notification, send it to the Toll Charger and receive confirmation thereof in accordance with the Service Description Data exchange and the other requirements referred to in [article 34](#). The Toll Notification shall contain the following information:
- (i) the registration number, country code and the identification of the On-Board Equipment and Contracted Holder listed on the customer list referred to in article 31.1 section (i) for the relevant Truck;
 - (ii) the applicable Tariff Category for the relevant Truck;
 - (iii) the number of Driven Kilometres of the relevant Toll Trip; and
 - (iv) The Calculated Heavy Goods Vehicle Charge owed by the Contracted Holder for the relevant Toll Trip.
- 32.3 The EETS Provider shall prepare the anonymised traffic data ("Anonymous User Data") at a frequency to be specified in the Service Description Data exchange in implementation of article 35 of the EETS Directive Implementation Act, send it to the Toll Charger and receive confirmation thereof in accordance with the Service Description Data exchange and the requirements referred to in [article 34](#).
- 32.4 Upon the Toll Charger's request, the EETS Provider shall prepare a Toll Trip Declaration ("TollDeclaration") for a specific Toll Trip or for multiple Toll Trips during a period requested by the Toll Charger, send it to the Toll Charger and receive confirmation thereof in accordance with the Service Description Data exchange and the requirements referred to in [article 34](#).
- 32.5 Upon the Toll Charger's request, the EETS Provider shall prepare the Holder Details ("UserDetails") about a (former) Contracted Holder, send it to the Toll Charger and receive confirmation thereof in accordance with the Service Description Data exchange and the requirements referred to in [article 34](#).

33 Payment Announcement

- 33.1 The EETS Provider shall send a Payment Announcement (“PaymentAnnouncement”) to the Toll Charger prior to the payment of the Heavy Goods Vehicle Charge.
- 33.2 The inaccuracy of the Payment Announcement referred to in article 33.1, does not exempt the EETS Provider from the obligation to rectify it without delay and to pay the full amount of the Heavy Goods Vehicle Charge as correctly calculated based on correct information.

34 Requirements for the EETS Provider

- 34.1 In the performance of its obligations, the EETS Provider shall comply with Laws and Regulations, this EETS Domain Statement, the EETS Agreement and the requirements, norms and standards referred to in this article 34 and the Annexes of this EETS Domain Statement.
- 34.2 If and to the extent that the EETS Provider uses third-party services for the purposes of its services in the EETS Domain Heavy Goods Vehicle Charge, the requirements and obligations to implement measures pursuant to this article 34 shall also apply to the relevant third parties. The EETS Provider shall establish that the relevant third parties comply with the requirements and obligations to implement measures pursuant to this article 34
- 34.3 The EETS Provider shall meet the requirements for Accreditation referred to in [article 41](#).
- 34.4 The EETS Provider shall comply with the Data Protection provisions set out in [Annex V](#) of this EETS Domain Statement.
- 34.5 The EETS Provider shall comply with the Intellectual Property provisions set out in [Annex VI](#) of this EETS Domain Statement.
- 34.6 The EETS Provider shall comply with the provisions on Risk Management, Data Management, Information Security and operational and financial processes set out in [Annex VII](#) of this EETS Domain Statement and shall hold certification under ISO 27001:2022 or equivalent. With the Toll Charger’s written consent, the EETS Provider may deviate from ISO 27001:2022 in parts.
- 34.7 Data exchange between the EETS Provider and Toll Charger shall be in accordance with:
 - (i) EN 16986:2024;¹⁴
 - (ii) the Service Description Data exchange;
 - (iii) the Toll Services interface specifications document, the DSRC Standards Service Description and the technical documentation on message books, URLs and XSD files as provided to the EETS Provider as part of the PIAT; and
 - (iv) [Annexes V](#) to VII of this EETS Domain Statement.
- 34.8 The On-Board Equipment deployed by the EETS Provider in providing its services shall be approved as part of the Accreditation and shall comply with the following during the Service Phase:
 - (i) Laws and Regulations, including but not limited to:
 - a. Article 4 of the EETS Directive Implementation Act;
 - b. Delegated Regulation (EU) 2020/203;
 - c. Implementing Regulation (EU) 2020/204;
 - d. Directive 2011/65/EU, on the restriction of the use of certain hazardous substances in electrical and electronic equipment, as implemented in the Environmental Management Act and the Regulation on Hazardous Substances in Electrical and Electronic Equipment;
 - e. Directive 2012/19/EU on waste electrical and electronic equipment, as implemented in the Environmental Management Act and the Waste Electrical and Electronic Equipment Regulations;
 - f. Directive 2014/35/EU on the harmonisation of the laws of the Member States relating to electromagnetic compatibility, as implemented in the Telecommunications Act and the Electromagnetic Compatibility Decree 2016;
 - g. Directive 2014/53/EU on the harmonisation of the laws of the Member States relating to the making available on the market of radio equipment, as implemented in the Telecommunications Act and the Radio Equipment Decree 2016;

¹⁴ At the time of publishing this EETS Domain Statement, a new 2024 version of EN 16986 is in the process of ratification. This process is expected to be completed before Operational Start.

- (ii) ISO 12813:2024 and EN 15509:2023;
 - (iii) the requirements set out in [Annex VIII](#) of this EETS Domain Statement.
- 34.9 The EETS Provider shall set up its systems in such a way that a differentiation of the Tariff in at least one thousand different Tariff Categories can be used.
- 34.10 [Article 15](#) shall apply mutatis mutandis if:
- (i) a new or amended version of a norm or standard referred to in this EETS Domain Statement (e.g. NEN, ISO) becomes available and the EETS Provider must comply with the relevant new or amended version;
 - (ii) one or more of the documents mentioned in article 34.7, sections (ii) and (iii) are amended.

35 Performance regime

- 35.1 The EETS Provider shall comply with all the requirements and obligations of this EETS Domain Statement and the EETS Agreement, including the KPIs, described in [Annex X](#) of this EETS Domain Statement.
- 35.2 In case the EETS Provider does not comply with article 35.1, the Toll Charger may, in accordance with the provisions of [Annex IX](#), impose Performance Discounts or Penalty Points.
- 35.3 In addition to the Performance Discount or the amount of the Penalty Point Correction, the Toll Charger may claim damages from the EETS Provider for the EETS Provider's failure to comply with the requirements or obligations of this EETS Domain Statement or the EETS Agreement, if and to the extent that the actual damages suffered by the Toll Charger exceed the amount of the Performance Discount or the Penalty Point Correction. The Performance Discount and Penalty Point Correction are also without prejudice to the Toll Charger's other rights, including the right to suspend its obligations in relation to other breaches of contract of the EETS Provider.

Section 2.2 Commercial terms and conditions

36 Payment of the calculated Heavy Goods Vehicle Charge to Toll Charger

- 36.1 The EETS Provider is obligated to remit to the Toll Charger all Calculated Heavy Goods Vehicle Charge for a Contracted Holder for the period during which a Valid Service Agreement is in effect, where this period:
- (i) begins when the EETS Provider has reported the validity of the Service Agreement to the Toll Charger on the customer list referred to in [article 31.1](#) section (i) and the On-Board Equipment of the relevant Holder is not listed on the list of invalidated, defective or stolen On-Board Equipment referred to in [article 31.1](#) section (ii); and
 - (ii) ends when
 - a. the EETS Provider has reported the invalidity of the relevant Service Agreement or On-Board Equipment to the Toll Charger via the list of invalidated, defective or stolen On-Board Equipment referred to in [article 31.1](#) section (ii); or
 - b. the Service Agreement has been terminated and is therefore no longer included in any of the electronic lists referred to in [article 31.1](#).
- 36.2 No VAT is charged on the Calculated Heavy Goods Vehicle Charge.
- 36.3 The EETS Provider has the payment obligation referred to in article 36.1, regardless of whether the Contracted Holder has paid the Calculated Heavy Goods Vehicle Charge to the EETS Provider. Any breaches of Contracted Holders towards the EETS Provider, including failure to fulfil their payment obligation towards the EETS Provider, shall be entirely at the risk and expense of the EETS Provider.
- 36.4 The EETS Provider shall pay to the Toll Charger the full amounts due pursuant to the Toll Notification within four weeks of the Toll Notification being issued.
- 36.5 The incompleteness or inaccuracy of the Toll Notification does not exempt the EETS Provider from the obligation to promptly:
- (i) remit the amount due in Heavy Goods Vehicle Charge to the extent that the incompleteness or inaccuracy of the Toll Notification does not relate to the amount due; or
 - (ii) after rectifying the incompleteness or inaccuracy insofar as it does relate to the amount due, still pay the full amount due.

37 Late payment by EETS Provider

- 37.1 If the EETS Provider does not pay the amounts specified in the Toll Notification within the time period specified in article 36.4, the Toll Charger is entitled, as of three Calendar Days after expiry of the aforementioned term, to charge Interest on the relevant amount to the EETS Provider or to set it off against the fee referred to in [article 39.1](#) section (iv).
- 37.2 In the event that payment of the Heavy Goods Vehicle Charge is not made within the period specified in article 36.4, the Toll Charger may have the relevant amount of Heavy Goods Vehicle Charge paid out under the bank guarantee referred to in article 38.

38 Bank guarantee Heavy Goods Vehicle Charge

- 38.1 Within fourteen Calendar Days after obtaining the Certificate of Accreditation and thereafter as often as required by this EETS Domain Statement or the EETS Agreement, the EETS Provider shall provide, as security for its payment obligations to the Toll Charger, an abstract, irrevocable and unconditional bank guarantee, payable to the Toll Charger upon its first request and issued by a credit institution of a Member State of the European Union with at least an A rating (Standard & Poor's) or an A2 rating (Moody's) or equivalent, in accordance with the model set out in [Annex III](#) of this EETS Domain Statement.
- 38.2 The amount of the bank guarantee shall be equal to the total amount of Heavy Goods Vehicle Charge, plus Interest, that the EETS Provider is expected to pay to the Toll Charger on average per Calendar Month in the Calendar Year, or the remaining part thereof, in which the Contract Date is situated. The Toll Charger shall determine this amount taking into account the number of Contracted Holders and the Heavy Goods Vehicle Charge expected to be paid in that respect according to the estimates in the EETS Provider's Service Plan referred to in [article 45.1](#) section (i).

- 38.3 Notwithstanding the provisions of article 38.2, if a new EETS Agreement is concluded with an EETS Provider who also executed an EETS Agreement in the entire previous Calendar Year, the amount of the bank guarantee shall be equal to the total amount of Heavy Goods Vehicle Charge, plus Interest, that the EETS Provider had to pay to the Toll Charger on average per Calendar Month in the previous Calendar Year.
- 38.4 The bank guarantee shall not expire before 31 January of the Calendar Year following the Calendar Year in which it was issued, so that if the bank guarantee takes effect in Calendar Year x, it can be drawn upon until at least 31 January of Calendar Year x+1.
- 38.5 Before 15 October of each Calendar Year, the EETS Provider shall provide to the Toll Charger a statement of the total amount of Heavy Goods Vehicle Charge, plus Interest, which the EETS Provider was required to pay to the Toll Charger on average per Calendar Month in the period up to and including 1 October of the relevant Calendar Year, along with an estimate of the average amounts to be paid per Calendar Month in October, November and December of the same Calendar Year.
- 38.6 On the basis of the information referred to in article 38.5, the Toll Charger shall determine the amount of the bank guarantee to be provided by the EETS Provider by 1 January of the subsequent Calendar Year. The amount of the bank guarantee is equal to the total amount of Heavy Goods Vehicle Charge, plus Interest, that the EETS Provider had to pay to the Toll Charger on average per Calendar Month in the previous Calendar Year. The Toll Charger shall notify the EETS Provider of the amount determined in this manner within one Calendar Month after receiving the information referred to in article 38.5.
- 38.7 Not later than January 1 of each Calendar Year in which the EETS Agreement is in force, the EETS Provider shall provide a bank guarantee that meets the requirements under articles 38.1 and 38.4, and the amount of which is determined in accordance with article 38.6. If the Toll Charger has not determined the amount of the bank guarantee in accordance with article 38.6, the EETS Provider itself determines the amount of the bank guarantee based on the information referred to in article 38.5. This does not affect the EETS Provider's obligation to provide the information referred to in article 38.10.
- 38.8 If the EETS Provider does not provide the bank guarantee in accordance with the provisions of article 38.7, the Toll Charger may give written notice to urge the EETS Provider to fulfil its obligations within ten Calendar Days. If the EETS Provider also fails to provide the required bank guarantee within this period, then the Toll Charger shall be entitled to withdraw the full amount of any bank guarantee previously provided by the EETS Provider and offset any claims referred to in article 38.11 against it. Offsetting does not preclude other actions and remedies available to the Toll Charger.
- 38.9 Within fourteen Calendar Days after the expiry of a period of three months and within fourteen Calendar Days after the expiry of a period of six Calendar Months after issuance of the Certificate of Accreditation, the EETS Provider shall provide a statement of the total amount of Heavy Goods Vehicle Charge plus Interest that the EETS Provider was required to pay to the Toll Charger on average per Calendar Month for the period from entry into force of the EETS Agreement until the expiry of the period of three or six Calendar Months referred to in the first sentence of this article 38.9. If the total amount of the Heavy Goods Vehicle Charge, plus Interest that the EETS Provider had to pay to the Toll Charger on average per month during the relevant period exceeds the amount of the then applicable bank guarantee by 10% or € 50,000, the Toll Charger may require the EETS Provider to provide a new bank guarantee within fourteen Calendar Days that meets the requirements of articles 38.1 and 38.4 and the amount of which is determined in accordance with the provisions of article 38.6. If the EETS Provider does not comply, article 38.8 shall apply mutatis mutandis. If the above average monthly amount is 10% or more lower than the amount of the applicable bank guarantee, the EETS Provider may provide a new guarantee that meets the requirements of articles 38.1 and 38.4, the amount of which is determined in accordance with the provisions of article 38.6. Under no circumstances shall the applicable bank guarantee expire before the new guarantee is made in accordance with these requirements.
- 38.10 The EETS Provider shall provide the Toll Charger in due time with all information necessary to determine the amount of the bank guarantee. If the EETS Provider does not provide complete and correct information despite repeated requests by the Toll Charger, the Toll Charger shall unilaterally determine the amount of the bank guarantee.

- 38.11 The Toll Charger may draw under the Bank Guarantee any amount it is owed by the EETS Provider under, or in connection with, this EETS Domain Statement or the EETS Agreement. The Toll Charger may make such draws without any form of notice of default, notice, or similar declaration, except in cases where this EETS Domain Statement or the EETS Agreement expressly provide otherwise. If the Toll Charger makes any draw under a bank guarantee then the EETS Provider shall, within ten Calendar Days of such draw, provide a new bank guarantee which shall comply with articles 38.1 and 38.4 and the amount of which is determined in accordance with the provisions of article 38.6. Article 38.8 shall apply mutatis mutandis. The bank guarantee under which a draw was made may not expire until this new guarantee is issued.
- 38.12 If the Toll Charger draws lost Heavy Goods Vehicle Charge under the bank guarantee and such lost Heavy Goods Vehicle Charge is subsequently paid by the EETS Provider to the Toll Charger, an amount equal to this recovered Heavy Goods Vehicle Charge minus Interest shall be refunded to the EETS Provider within a period of fifty Calendar Days from the receipt of payment by the Toll Charger.
- 38.13 Upon termination of the EETS Agreement, the Toll Charger may draw any amount it is owed by the EETS Provider under the bank guarantee. After the Toll Charger has made that draw, the Toll Charger shall, within 14 Calendar Days of a written request by the EETS Provider, declare in writing to the issuer that the bank guarantee has expired, and shall return the original of the bank guarantee to the issuer.
- 38.14 No VAT will be charged on a draw under the bank guarantee.

39 Remuneration from the Toll Charger to the EETS Provider

- 39.1 The Toll Charger shall pay remuneration to the EETS Provider for the services the EETS Provider provides to the Toll Charger, consisting of the following components:
- (i) a periodic fixed fee of € 200,000 per continuous period of twelve Calendar Months, payable for the first time after the end of the first period of twelve Calendar Months calculated from the start of the Service Phase;
 - (ii) a one-off fixed fee of € 400,000, payable at the end of the first consecutive period of twelve Calendar Months from the start of the Service Phase;
 - (iii) a one-off fixed fee of € 250,000, payable at the end of the second consecutive period of twelve Calendar Months from the start of the Service Phase;
 - (iv) a degressive fee as a percentage of the Heavy Goods Vehicle Charge to be remitted to the Toll Charger per Calendar Month referred to in [article 36](#), payable after each Calendar Month from the start of the Service Phase; and
 - (v) a fee of € 4.50 per Calendar quarter per Active On-Board Equipment of a Contracted Holder, due after each Calendar Quarter from the start of the Service Phase.
- 39.2 The fees referred to in article 39.1 parts (ii) and (iii), are only payable if the following cumulative conditions are fulfilled:
- (i) the EETS Provider has demonstrably pursued marketing policies and activities in the respective years referred to in article 39.1 section (ii) respectively section (iii), aimed at acquiring
 - a. Dutch Holders; and
 - b. Holders using the Chargeable Road Network;and
 - (ii) the EETS Provider has remitted to the Toll Charger the Heavy Goods Vehicle Charge for the respective years referred to in article 39.1 section (ii) or section (iii), at least equal to the amount specified in these sections (ii) or (iii) for the respective year.
- 39.3 The degressive fee referred to in article 39.1 section (iv), shall be determined on the basis of a percentage of the amount of Heavy Goods Vehicle Charge to be remitted by the EETS Provider to the Toll Charger per Calendar Month. The percentage to be applied shall be determined on the basis of the graduated scale set out in the table below, with a progressively lower percentage being applied to the portion of the Heavy Goods Vehicle Charge to be remitted that exceeds the previous step.

The portion of the Heavy Goods Vehicle Charge payable	Percentage
The portion of the Heavy Goods Vehicle Charge to be remitted by the EETS Provider until € 5,000,000	2.70%
The portion of the Heavy Goods Vehicle Charge to be remitted by the EETS Provider from € 5,000,000 to € 13,333,333	2.10%
The portion of the Heavy Goods Vehicle Charge to be remitted by the EETS Provider from € 13,333,333	1.50%

- 39.4 The fee referred to in article 39.1 section (iv), shall not be indexed.
- 39.5 If there is penalty interest referred to in [article 37.1](#), Performance Discounts or Penalty Point Corrections, referred to in [article 35.2](#), then the Toll Charger shall offset the relevant penalty interest, Performance Discount or Penalty Point Correction against the first subsequent degressive fee referred to in article 39.1 section (iv).
- 39.6 If the amount of penalty interest, Performance Discount or Penalty Point Correction exceeds the amount of degressive compensation referred to in article 39.1 section (iv), then the part remaining after offsetting shall be offset against the next degressive fee referred to in article 39.1 section (iv).
- 39.7 An amendment to this article 39 shall not apply if, at the time the relevant amendment comes into force, less than three years have elapsed since the Contract Date, unless the relevant amendment leads to an increase in the fee referred to in article 39.1. The foregoing shall not apply if the amendment to this article 39 is due to a change in Laws and Regulations. The exception based on this article 39.7 expires as of 1 January of the Calendar Year after three years have elapsed since the Contract Date.

40 Billing

After payment of the fees referred to in article 39 has become due, the EETS Provider may send a digital Invoice for the relevant amount to the Toll Charger for payment of the relevant fee.

Part 3 Accreditation

41 Accreditation

The Candidate EETS Provider meets the requirements for obtaining a Certificate of Accreditation if:

- (i) the Candidate EETS Provider is registered as referred to in article 4 of Directive (EU) 2019/520. The Toll Charger shall verify the registration;
- (ii) the final Service Plan submitted by the Candidate EETS Provider has been assessed as complete by the Toll Charger;
- (iii) an EETS Agreement in accordance with the template in [Annex II](#) has been concluded between the Candidate EETS Provider and the Toll Charger for the purposes of Accreditation; and
- (iv) the Testing Process has been successfully completed by the Candidate EETS Provider.

42 Indicative duration of Accreditation

The indicative duration of Accreditation is twelve months from the date of confirmation by the Toll Charger of the receipt of the complete application for Accreditation by the Candidate EETS Provider. No rights can be derived from this indication.

43 Expression of interest

- 43.1 Prior to applying for Accreditation, a Candidate EETS Provider shall express interest through the Toll Charger Website.
- 43.2 Following the expression of interest by a Candidate EETS Provider, the Toll Charger shall invite the Candidate EETS Provider for an interest interview.
- 43.3 At the end of the interest interview and after signing a confidentiality agreement in accordance with the format made available by the Toll Charger for this purpose on the Toll Charger's Website, the Candidate EETS Provider will receive the PIAT from the Toll Charger, which will in any case consist of:
 - (i) the document interface specifications for the Toll Services;
 - (ii) the Service Description DSRC Standards;
 - (iii) the contact details of one or more representatives of the Toll Charger for the purpose of Accreditation;
 - (iv) the payment information for the purpose of paying the costs for Accreditation, as referred to in [article 47](#); and
 - (v) the payment information for remitting the Heavy Goods Vehicle Charge by the EETS Provider to the Toll Charger, as referred to in [article 36](#).

44 Application for Accreditation

- 44.1 A Candidate EETS Provider wishing to be accredited to access the EETS Domain Heavy Goods Vehicle Charge shall apply for Accreditation to the Toll Charger for this purpose subject to article 43 and this article 44, via the Toll Charger Website.
- 44.2 When applying, the Candidate EETS Provider shall provide the following information in Dutch or English:
 - (i) proof of registration referred to in article 4 of Directive (EU) 2019/520;
 - (ii) a draft Service Plan for the provision of Toll Services in the EETS Domain Heavy Goods Vehicle Charge, subject to article 45, and in accordance with the template available for this purpose via the Toll Charger Website;
 - (iii) an acknowledgement of agreement to this article 44; and
 - (iv) the contact details of a representative of the Candidate EETS Provider for the purpose of communicating about the Accreditation.
- 44.3 Upon receipt of the application for Accreditation from a Candidate EETS Provider:
 - (i) the Toll Charger shall assess whether the application contains all the information referred to in article 44.2;
 - (ii) the Toll Charger shall acknowledge receipt of the complete application for Accreditation; and

- (iii) the Toll Charger shall invite the Candidate EETS Provider for a meeting with a view to concluding the EETS Agreement and determining the schedule and duration of the Accreditation.
- 44.4 If the application does not contain all the information referred to in article 44.2, the Toll Charger shall give the Candidate EETS Provider the opportunity to complete the information within a period of fourteen Calendar Days. If within this period the information has not been completed in accordance with the Toll Charger's request, the Toll Charger shall disregard the application.
- 44.5 Prior to the meeting referred to in article 44.3 section (iii), the Toll Charger shall send the EETS Provider a draft EETS Agreement tailored to the relevant EETS Provider in accordance with the template in [Annex II](#).
- 44.6 If during the meeting referred to in article 44.3 section (iii), the Toll Charger requests additional information from the EETS Provider submitted for Accreditation, the Toll Charger shall give the Candidate EETS Provider the opportunity to complete the information within a period of fourteen Calendar Days. If the information is not completed in accordance with the Toll Charger's request within this period, the Toll Charger shall disregard the application.

45 Service Plan

- 45.1 The Service Plan must include at least the following information relating to the period from application by the relevant Candidate EETS Provider to two years after the anticipated start of the Service Phase in the EETS Domain Heavy Goods Vehicle Charge:
 - (i) the expected number of Trucks per Calendar Year of all Holders to which the Candidate EETS Provider expects to offer Toll Services in the EETS Domain Heavy Goods Vehicle Charge, under existing or future Service Agreements;
 - (ii) a description of the marketing policy adopted by the EETS Provider and the marketing activities that the EETS Provider carries out or intends to carry out, aimed in particular at acquiring
 - a. Dutch Holders; and
 - b. Holders (expected) to use the Chargeable Road Network;
 - (iii) if applicable, a description per EETS domain of the Candidate EETS Provider's existing service activities, including a description of the technology and On-Board Equipment used in the existing services and the transaction volume;
 - (iv) a description of the number and type(s) of On-Board Equipment that the Candidate EETS Provider intends to deploy to service the EETS Domain Heavy Goods Vehicle Charge, indicating the manufacturer of the On-Board Equipment and specifying the ISO standards to which the On-Board Equipment complies;
 - (v) a description of the Candidate EETS Provider's existing back office system, including the implementation of EN 16986:2024,¹⁵ the hosting and the implementation of any other interfaces with the Toll Charger's back offices. This should also include a description of any planned updates to implement the Heavy Goods Vehicle Charge, as well as any other updates planned during the Testing Process for other toll systems;
 - (vi) a description of any testing facilities available to the Candidate EETS Provider for the purposes of the Testing Process;
 - (vii) a Test Planning, including a description of the manner and schedule by which the Candidate EETS Provider intends to carry out the Testing Process and a description of the roles and responsibilities of the Candidate EETS Provider;
 - (viii) an estimate of the Candidate EETS Provider's intended market share in the EETS Domain Heavy Goods Vehicle Charge for the first Calendar Year after commencement of service and a description of the sales and distribution channels available to the Candidate EETS Provider for this purpose;
 - (ix) an organisational chart of the Candidate EETS Provider's own organisation which is not older than one Calendar Month and which shows, where applicable, the Candidate EETS Provider's

¹⁵ At the time of publishing this EETS Domain Statement, a new 2024 version of EN 16986 is in the process of ratification. This process is expected to be completed before Operational Start.

cooperation within a group or with other natural and legal persons for the provision of services in the EETS Domain Heavy Goods Vehicle Charge.

- 45.2 The Candidate EETS Provider shall submit a final Service Plan to the Toll Charger no later than 14 Calendar Days prior to the conclusion of the EETS Agreement.
- 45.3 If the final Service Plan contains all the elements mentioned in article 45.1, the Toll Charger shall confirm this in writing to the Candidate EETS Provider. The Candidate EETS Provider can start the Testing Process after the Toll Charger has issued this written confirmation.
- 45.4 At a reasonable time set by the Toll Charger in the EETS Agreement, the Candidate EETS Provider shall submit an updated Service Plan, which shall include an update of all components mentioned in article 45.1.

46 Testing Process

- 46.1 The Candidate EETS Provider shall complete the following Testing Process for the purpose of Accreditation in accordance with [Annex IV](#) of this EETS Domain Statement:
 - (i) Test phase A Conformity and evaluation, consisting of the following test parts:
 - A1. Conformity assessment; and
 - A2. Transfer of keys and certificates.
 - (ii) Test phase B Compatibility of Interoperability components, consisting of the following test parts:
 - B1. DSRC compatibility; and
 - B2. Back-office compatibility.
 - (iii) Test phase C End-to-end and map matching, consisting of the following test parts:
 - C1. Map matching and tolling;
 - C2. Financial administration and remittance of the Heavy Goods Vehicle Charge; and
 - C3. Monitoring of the EETS Provider.
- 46.2 If a Candidate EETS Provider wishes to deploy multiple types of On-Board Equipment for the purpose of its services in the EETS Domain Heavy Goods Vehicle Charge, the Testing Process must be completed for each type of On-Board Equipment.
- 46.3 Before a Candidate EETS Provider can start a test part, it must submit a Test Plan to the Toll Charger in accordance with the format available for this purpose on the Toll Charger Website. This does not apply to test part A1.
- 46.4 The Test Planning and Test Plan shall follow the order of the test phases in accordance with article 46.1 and [Annex IV](#) of this EETS Domain Statement, whereby:
 - (i) test part B1 does not need to be completed in order to start test phase C; and
 - (ii) the test parts of test phase C can be run in any order.
- 46.5 The Candidate EETS Provider and the Toll Charger may agree, prior to, or during, a test phase, on a different order and Test Planning of the Testing Process than the order included in article 46.1 and [Annex IV](#) of this EETS Domain Statement, to allow multiple Candidate EETS Providers to complete the Testing Process in parallel.
- 46.6 After completing a test part, the Candidate EETS Provider shall submit a test report to the Toll Charger according to the format available for this purpose on the Toll Charger's Website. A test part is successfully completed when the Toll Charger has approved the test report.
- 46.7 If, in the opinion of the Toll Charger, the Candidate EETS Provider has not successfully completed one of the test parts within the Test Planning and Test Plan, then:
 - (i) the Candidate EETS Provider must rerun all or part of the relevant test parts. The Toll Charger shall determine which test parts must be rerun; and
 - (ii) the Toll Charger may, if and to the extent deemed necessary by the Toll Charger, unilaterally amend the Test Planning and the Test Plan.
- 46.8 Information and documents exchanged between the Candidate EETS Provider and the Toll Charger for the purposes of the Testing Process shall be in Dutch or English.

47 Cost Testing Process

47.1 The costs payable by the Candidate EETS Provider to the Toll Charger for the purposes of the Testing Process is:

	In case of application for Accreditation before Operational Start	In case of application for Accreditation after Operational Start
A. Compliance and evaluation	Not applicable	Not applicable
B. Compatibility Interoperability components		
B1. DSRC compatibility	€ 60,000	€ 90,000
B2. Back office compatibility	€ 60,000	€ 90,000
C. End-to-end and map-matching		
C1. Map matching and tolling	€ 25,000	€ 40,000
C2. Financial administration and remittance of Heavy Goods Vehicle Charge	€ 25,000	€ 40,000
C3. Monitoring EETS Provider	€ 25,000	€ 40,000
Total	€ 195,000	€ 300,000

47.2 No VAT shall be charged on the costs referred to in article 47.1

47.3 The Candidate EETS Provider shall pay the total amounts specified in article 47.1 in one instalment to the Toll Charger no later than fourteen Calendar Days prior to the start of test phase A. Upon receipt of the payment by the Toll Charger, the Toll Charger shall invite the Candidate EETS Provider to start the Testing Process.

47.4 In case of application of article 46.7, the Candidate EETS Provider shall once again pay to the Toll Charger the costs for the relevant test part to be rerun, prior to the start of the test part.

47.5 If the Candidate EETS Provider withdraws from the Accreditation, they shall notify the Toll Charger in writing. The Candidate EETS Provider shall not be entitled to a refund of the Accreditation fees paid to the Toll Charger.

48 Declaration and certificate Suitability for Use

48.1 Within fourteen Calendar Days after successfully completing test part B1 or test part B2, the Candidate EETS Provider shall provide the Toll Charger with a declaration of Suitability for Use in accordance with Implementing Regulation 2020/204. The declaration of Suitability for Use confirms the Suitability for Use of the Candidate EETS Provider's DSRC Interoperability Constituents (test part B1), or the Suitability for Use of the Candidate EETS Provider's back office Interoperability Constituents, which it wishes to deploy in the EETS Domain Heavy Goods Vehicle Charge.

48.2 If the Toll Charger is of the opinion that the Interoperability Components to be deployed by the Candidate EETS Provider in the EETS Domain Heavy Goods Vehicle Charge are suitable for use in the EETS Domain Heavy Goods Vehicle Charge, the Toll Charger shall issue a certificate of Suitability for Use to the Candidate EETS Provider within fourteen Calendar Days after receipt of the declaration of Suitability for Use.

49 Certificate of Accreditation

Within fourteen Calendar Days after the Toll Charger considers that the Candidate EETS Provider meets the requirements for obtaining the Certificate of Accreditation, they shall be accredited as an EETS Provider for the EETS Domain Heavy Goods Vehicle Charge. To confirm this, the Toll Charger shall issue a written Certificate of Accreditation to the EETS Provider. The Certificate of Accreditation shall contain a brief description of the course of the Testing Process.

50 Re-accreditation

- 50.1 If a change referred to in [article 15.1](#) leads to a Major System Modification, the EETS Provider must successfully complete the Testing Process again by way of Re-accreditation in order to obtain a renewed Certificate of Accreditation. Article 47 does not apply.
- 50.2 The Toll Charger may determine that, for the purposes of Re-accreditation, certain test parts of the Testing Process need not be rerun.
- 50.3 In the case of Re-accreditation, the EETS Provider is allowed and obliged to operationally implement the change referred to in [article 15.1](#), after obtaining a new Certificate of Accreditation from the Toll Charger.
- 50.4 If the EETS Provider does not obtain a renewed Certificate of Accreditation, the Toll Charger may withdraw the Certificate of Accreditation previously obtained by an EETS Provider. In such a case, the EETS Provider will no longer have access to the EETS Domain Heavy Goods Vehicle Charge as of the date of withdrawal of the Certificate of Accreditation referred to in [article 4](#) and the Toll Charger may terminate the EETS Agreement pursuant to [article 10.1 section \(ix\)](#).

Part 4 Toll Context Data

51 EETS Domain Heavy Goods Vehicle Charge and chargeable Trucks

- 51.1 The Holder of a Truck, referred to in article 1 of the Heavy Goods Vehicle Charge Act, is liable to pay the Heavy Goods Vehicle Charge for driving that Truck on a Road Section within the EETS Domain Heavy Goods Vehicle Charge.
- 51.2 The Holder of a Truck shall ensure that while driving on any Road within the EETS Domain Heavy Goods Vehicle Charge, in accordance with article 4(2) of the Heavy Goods Vehicle Charge Act, the Truck is equipped with On-Board Equipment made available to it by the EETS Provider which is in proper working order and switched on.

52 Technology used

- 52.1 When the Truck is located on a Road Section within the EETS Domain Heavy Goods Vehicle Charge, in accordance with article 4(1) of the Heavy Goods Vehicle Charge Act, the Driven Kilometres are recorded with On-Board Equipment using a satellite navigation system for this purpose, in accordance with the technical requirements under to [article 34](#) of this EETS Domain Statement.
- 52.2 On-Board Equipment shall be made available to Holders by EETS Providers under a Service Agreement which Holders must enter into with EETS Providers prior to driving on any Road as referred to in article 8 of the Heavy Goods Vehicle Charge Act and [article 27](#) of this EETS Domain Statement.

53 Toll principles and Vehicle classification parameters

The amount of the applicable Heavy Goods Vehicle Charge Tariff depends on the Permitted Maximum Mass of the Truck in kilograms, the CO₂ emission class and euro emission class of the Truck, as referred to in article 5 of the Heavy Goods Vehicle Charge Act.

54 Toll Notification and Payment Announcement

- 54.1 The EETS Providers shall ensure the registration of Driven Kilometres and the calculation of the due Heavy Goods Vehicle Charge using Toll Context Data provided by the Toll Charger, as referred to in [article 30](#) section (i) of this EETS Domain Statement.
- 54.2 Driven Kilometres are determined by EETS Providers by adding up the length of all Road Segments travelled during a trip. The length of Road Segments is determined by the Toll Charger and provided to EETS Providers as part of the Toll Context Data.
- 54.3 The EETS Providers shall warrant the accuracy of the Toll Notification and Payment Announcement and shall guarantee the payment of the Heavy Goods Vehicle Charge due to the Toll Charger, as referred to in the EETS Directive Implementation Act, the Heavy Goods Vehicle Charge Act, in the manner set out in this EETS Domain Statement.

Annexes

I. Definitions

For the purposes of this EETS Domain Statement, the following definitions apply:

Expression	Definition
Accreditation Phase:	the period commencing on the date the EETS Agreement is validly signed and ending on the date the Toll Charger declares that the EETS Provider has fulfilled the conditions precedent set out in article 1.2 of the EETS Agreement;
Active On-Board Equipment:	On-Board Equipment that <ol style="list-style-type: none"> is provided on the basis of a valid Service Agreement, which Service Agreement is included in the customer list referred to in article 31.1 section (i) of this EETS Domain Statement; is not included in the list of invalidated, defective or stolen On-Board Equipment referred to in article 31.1 section (ii) of this EETS Domain Statement; and for which at least one Toll Notification has been made per Calendar quarter for a Toll Trip of at least ten kilometres;
Assurance Statement:	the Assurance Statement referred to in article 18.6 , section (i) of this EETS Domain Statement;
Calculated Heavy Goods Vehicle Charge:	amount of the Heavy Goods Vehicle Charge referred to in article 6 of the Heavy Goods Vehicle Charge Act, as calculated by the EETS Provider on the basis of article 28 of this EETS Domain Statement;
Calendar Day:	a day according to the calendar from 0:00 to 24:00;
Calendar Month:	a one-month period beginning on the first Calendar Day of the Calendar Month and ending on the last Calendar Day of the Calendar Month of a Calendar Year;
Calendar Quarter:	a three-month period from 1 January to 31 March, 1 April to 30 June, 1 July to 30 September or 1 October to 31 December;
Calendar Year:	a 12-month period from 1 January to 31 December;
Candidate EETS Provider:	a Service Provider who wishes to provide Toll Services as an EETS Provider to Holders in the EETS Domain Heavy Goods Vehicle Charge but has not yet obtained a Certificate of Accreditation to do so;
Case of Force Majeure:	the circumstance that a (Candidate) EETS Provider is unavoidably unable to meet its obligations under this EETS Domain Statement and the (EETS Agreement, or the Toll Charger is unavoidably unable to meet its obligations under this EETS Domain Statement and the (EETS Agreement), or the Toll Charger is unavoidably unable to meet its obligations under this EETS Domain Statement and the (EETS Agreement, to the extent that such circumstance qualifies as force majeure as referred to in article 75 of Book 6 of the DCC, which in any event does not include one or more of the following events or circumstances: <ol style="list-style-type: none"> non-timely delivery of On-Board Equipment; lack of personnel, strikes, illness of personnel, shortage of raw materials, transport problems or late delivery of goods; conduct of Contracted Holders, or of drivers of Trucks;
Certificate of Accreditation:	written confirmation from the Toll Charger to the EETS Provider referred to in article 49 of this EETS Domain Statement, that it meets the requirements for Accreditation or Reaccreditation, referred to in Part 3 Accreditation, of this EETS Domain Statement;

Expression	Definition
Chargeable Road Network:	The set of Road Sections where Heavy Goods Vehicle Charge is levied;
Conciliation Body:	the National and International Road Transport Organisation (NIWO), in its capacity as Conciliation Body referred to in article 1 and article 37 of the EETS Directive Implementation Act;
Confidential Information:	(i) the contents of the EETS Agreement and any related information which by its nature must remain confidential, such as documents, computer files, formulas, evaluations, methods, processes, technical descriptions, reports and other data, files, drawings, models and calculations and the documents or information provided in the course of proceedings under article 9 ; (ii) information exchanged between the (Candidate) EETS Provider and the Toll Charger that is not in the public domain at the time of exchange; and (iii) information on Holders, Contracted Holders and their Trucks;
Contract Date:	date of signing the EETS Agreement. If a time on the Contract Date is relevant to any provision of this Agreement, unless expressly provided otherwise, such time shall be 24:00 hours at the end of the Contract Date;
Contracted Holder:	Holder with whom the EETS Provider has entered into a Service Agreement;
Control:	Control of a company directly or indirectly, that: (i) by holding or owning ordinary shares or shares of equity or assets; (ii) through an agreement; or (iii) otherwise, is able to exercise more than 50% of the voting rights in the general meeting of Shareholders; or be able to appoint or dismiss the directors or members of a similar body or otherwise direct the composition of the board or a similar body; or be able to give binding instructions to the board or direct the directors to direct with regard to the operational and financial policy;
Data Management:	administrative process and measures concerning the acquisition, validation, storage, protection and processing of data to ensure data accessibility, reliability and accuracy;
Data Protection:	the protection of personal data referred to in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of private persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJEU 2016, L 119), the General Data Protection Regulation Implementation Act and related Laws and Regulations;
DCC:	Dutch Civil Code;
Driven Kilometres:	the number of kilometres driven on a Road Section on which a Contracted Holder is liable to pay the Heavy Goods Vehicle Charge, calculated on the basis of the length of a Road Section determined by ministerial decree, subject to article 2 of the Heavy Goods Vehicle Charge Act, ¹⁶ on which a Contracted Holder's Truck has driven and which kilometres have been recorded using On-Board Equipment in accordance with article 4(1) of the Heavy Goods Vehicle Charge Act;
EETS Agreement:	Agreement entered into between the EETS Provider and the Toll Charger according to the model in Annex II of this EETS Domain Statement and the content of which is further described in this EETS Domain Statement;
EETS Directive Implementation Act:	Act of 7 July 2021, laying down rules for the implementation of 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 the cross-border exchange of information on non-payment of road tolls in the Union (EETS Directive Implementation Act), Stb. 2021, 418;

¹⁶ The HGV Charge Decree is not yet in force at the time of publication of the EETS Domain Statement Heavy Goods Vehicle Charge. See the consultation version of the Heavy Goods Vehicle Charge Decree [via this link](#).

Expression	Definition
EETS Domain Heavy Goods Vehicle Charge:	EETS Domain as referred to in article 1 of the EETS Directive Implementation Act for the purpose of the Heavy Goods Vehicle Charge as referred to in article 2(1) of the Heavy Goods Vehicle Charge Act;
EETS Domain Statement:	this EETS Domain Statement;
(Candidate) EETS Provider:	This notation refers simultaneously to a Candidate EETS Provider and an EETS Provider;
EETS Provider:	EETS Provider as referred to in article 1 of the EETS Directive Implementation Act and the legal entity registered as referred to in article 1 of the EETS Directive Implementation Act with whom Toll Charger enters into an EETS Agreement;
Emergency Regulation:	Emergency Regulation referred to in article 33 of the Heavy Goods Vehicle Charge Act;
Group Company:	a legal entity that is part of the same group as referred to in Section 24b of Book 2 of the DCC as the group to which the (Candidate) EETS Provider belongs;
Heavy Goods Vehicle Charge Act:	Act of 22 August 2022, laying down rules for charging a Heavy Goods Vehicle Charge for driving a Truck on designated Road Sections (Heavy Goods Vehicle Charge Act), Government Gazette 2022, 330;
Holder Details:	electronic database from the EETS Provider to the Toll Charger (“UserDetails”) as referred to in article 32.5 of this EETS Domain Statement, which meets the requirements referred to in article 34 of this EETS Domain Statement, in which the EETS Provider declares data requested by the Toll Charger from a specific Contracted Holder;
Indexation Formula:	<p>the formula applied to index the amounts set out in this EETS Domain Statement annually on 1 January to express these amounts in the price level of the relevant Calendar Year t. To this end, the relevant amount is multiplied by the Index Number.</p> <p>The Index Number is the outcome of the formula which reads as follows: Index number = $(jt / j2024)$</p> <p>in which:</p> <ul style="list-style-type: none"> (i) Index number = index number for Calendar Year t; (ii) jt = Consumer Price Index index for publication period January in Calendar Year t; (iii) j2024 = Consumer Price Index index for publication period January in Calendar Year 2024; and (iv) index = the Consumer Price Index (all categories, total spending, first published figures as published by Statistics Netherlands), which represents the ratio between the value of a quantity in a given publication period and the value of that quantity used by Statistics Netherlands as the base period;
Information Security:	measures and controls taken both technically and organisationally to secure (digital) information against unauthorised access or loss and to ensure the confidentiality, integrity and availability of (digital) information;
Inspection(s):	announced and unannounced inspections by or on behalf of the Toll Charger at the (Candidate) EETS Provider, referred to in article 17.3 section (ii) of this EETS Domain Statement;
Intellectual Property Rights:	all present and future intellectual property rights, in their most comprehensive form, including but not limited to: copyrights, patents, trademark rights, design rights, domain names, database rights and know-how;
Interest:	the statutory commercial interest as referred to in article 119a of Book 6 of the DCC. The statutory commercial interest is calculated per Calendar Month;
Invoice:	summary of services rendered with price statement and request for payment;

Expression	Definition
Key Performance Indicators (KPIs):	the Key Performance Indicators, including the target service level and the stated the requirements and obligations of this EETS Domain Statement and the EETS Agreement, as defined in Annex X of this EETS Domain Statement;
Laws and Regulations:	all national or international laws, rules, guidelines, regulations, norms, standards, etc. applicable, in force or to be brought into force in connection with this EETS Domain Statement including but not limited to the EETS Directive Implementation Act, the Heavy Goods Vehicle Charge Act, the HGV Charge Decree, the HGV Charge Regulations, Delegated Regulation (EU) 2020/203 and Implementing Regulation (EU) 2020/204;
Major System Modification:	the Heavy Goods Vehicle Charge system that has undergone or is undergoing a change which forces EETS Providers to make changes to the Interoperability Components they use for the Heavy Goods Vehicle Charge to the extent that Reaccreditation is required. A Major System Modification exists in any case if, without implementing the relevant change in the Interoperability Components, Holders or the Toll Charger can no longer fulfil their obligations under Laws and Regulations;
Operational Start:	the date from which Heavy Goods Vehicle Charge is levied as referred to in article 2(5) of the Heavy Goods Vehicle Charge Act;
Payment Announcement:	electronic data file from the EETS Provider to the Toll Charger (“PaymentAnnouncement”) referred to in article 33 of this EETS Domain Statement, which meets the requirements referred to in article 34 of this EETS Domain Statement, in which the EETS Provider declares to the Toll Charger payments that the EETS Provider will make to the Toll Charger, indicating the references of the corresponding Toll Notifications for which Heavy Goods Vehicle Charge is remitted;
Penalty Point:	Penalty Points referred to in article 3 of Annex IX of this EETS Domain Statement;
Penalty Point Correction:	Penalty Point Correction referred to in article 3.1 of Annex IX of this EETS Domain Statement;
Performance Discount:	the discount referred to in article 2 of Annex IX of this EETS Domain Statement;
PIAT:	Practical Information Accreditation and Toll Services referred to in article 43.3 of this EETS Domain Statement;
RDW:	Dienst Wegverkeer, a legal entity under public law and independent administrative body established in Zoetermeer, as referred to in article 4a(1) of the Wegenverkeerswet 1994, registered in the Trade Register of the Chamber of Commerce under number 27374436;
Reaccreditation:	reassess whether an EETS Provider meets the requirements for Accreditation referred to in Part 3 Accreditation of this EETS Domain Statement in order to obtain a new Certificate of Accreditation;
Remedy Period:	the time limit for remedying a breach of contract, as determined according to article 1 or article 2.2 of Annex IX of this EETS Domain Statement);
Risk Management:	identifying and qualifying risks and drafting measures to mitigate them;
Road Section:	demarcated Road referred to in article 1 of the Heavy Goods Vehicle Charge Act read in conjunction with article 2(1) and the Annex to the Heavy Goods Vehicle Charge Act;
Road Segment:	a part of a Road Section with a unique “chargeObjectId” referred to in [EN 16986:2024] ¹⁷ ;

¹⁷ At the time of publishing this EETS Domain Statement, a new 2024 version of EN 16986 is in the process of ratification. This process is expected to be completed before Operational Start.

Expression	Definition
Roadside Equipment:	fixed and movable equipment set up next to a Road;
Service Description Data exchange:	the document “HGV Charge - TSP - Service description data exchange RDW dated 17 January 2024, including the accompanying annex “HGV Charge - TSP - Message description data exchange RDW dated 17 January 2024, as published on the Toll Charger Website;
Service Description DSRC Standards:	the document Service Description DSRC Standards as will be provided to the EETS Provider as part of the PIAT;
Service Phase:	the period commencing on the date that the Toll Charger declares that the EETS Provider has complied with the conditions precedent of article 1.2 of the EETS Agreement and ending on the date by which the EETS Agreement has been terminated;
Service Plan:	Service Plan that the (Candidate) EETS Provider shall provide pursuant to article 45 of this EETS Domain Statement to the Toll Charger;
Shareholder:	a holder of shares in the capital of the (Candidate) EETS Provider;
Tariff:	the Heavy Goods Vehicle Tariff applicable to a Driven Kilometre on a Road Segment pursuant to section 5(1) of the Heavy Goods Vehicle Charge Act, which the Toll Charger communicates to the EETS Provider as part of the Toll Context Data;
Tariff Category:	combination of Vehicle Classification parameters according to which the amount of the Tariff per kilometre applicable to a Truck is determined;
Testing Process:	the Testing Process referred to in article 46 of this EETS Domain Statement;
Test Plan:	the Test Plan referred to in article 46.3 of this EETS Domain Statement;
Test Planning:	the Test Planning in the Service Plan referred to in article 45.1 section (vii) of this EETS Domain Statement;
Toll Charger:	the legal entity under public law of the State of the Netherlands, represented by the Minister of Infrastructure and Water Management and on its behalf the RDW, to the extent mandated in the Decree of the Minister of Infrastructure and Water Management, of 6 December 2022, no. IENW/BSK-2022/281749, containing rules on the granting of mandate, power of attorney and authorisation to the Road Transport Service for the implementation of the Heavy Goods Vehicle Charge Act and the EETS Directive Implementation Act (RDW Mandate, Power of Attorney and Authorisation for the Implementation of the Heavy Goods Vehicle Charge Act Decree), Stcrt. 2022, 33399;
Toll Charger Website:	www.vrachtwagenheffing.nl ;
Toll Context Data:	information determined by the Toll Charger that is necessary to calculate the Heavy Goods Vehicle Charge payable for a particular Truck in the EETS Domain Heavy Goods Vehicle Charge and to complete the toll transaction. The Toll Context Data shall include at least information on: <ul style="list-style-type: none"> (i) Road Segments; (ii) Tariff categories; (iii) Tariff;
Toll Notification:	Toll Notification, referred to in article 1 of the EETS Directive Implementation Act and article 9, second paragraph, of the Heavy Goods Vehicle Charge Act, in the form of an electronic data file from the EETS Provider to the Toll Charger (“BillingDetails”), which meets the requirements of article 32 and article 34 of this EETS Domain Statement, in which the EETS Provider shall declare to the Toll Charger a Toll Trip taken by a Truck of a Contracted Holder;

Expression	Definition
Toll Trip:	a Toll Trip is a continuous series of Road Segments starting with the first Road Segment that a Truck travels on the Chargeable Road Network and ending with: <ul style="list-style-type: none"> (i) The Road Segment where the Truck travels down the Chargeable Road Network; (ii) The Road Segment where the On-Board Equipment is set to NoGo status (in accordance with ISO 12813:2024); or (iii) The last Road Segment recorded 72 hours after starting the Trip;
Toll Trip Declaration:	electronic database from the EETS Provider to the Toll Charger (“TollDeclaration”) referred to in article 32.4 of this EETS Domain Statement, which meets the requirements referred to in article 34 of this EETS Domain Statement, in which the EETS Provider informs the Toll Charger on all data used by the EETS Provider to determine the Driven Kilometres and the Calculated Heavy Goods Vehicle Charge for a Toll Trip;
Truck:	Truck as referred to in article 1 of the Heavy Goods Vehicle Charge Act, with the exception of trucks as referred to in article 3(1) of the Heavy Goods Vehicle Charge Act and trucks as referred to in article 3(2) of the Heavy Goods Vehicle Charge Act to the extent that the Holder has an exemption as referred to in the latter paragraph;
Valid Service Agreement:	a Service Agreement that is legally in force and which has not been suspended or terminated;
Vehicle documents:	documents associated with a Truck showing the value of the Vehicle Classification Parameters;
Working Day:	any Calendar Day except a Saturday, Sunday or generally recognised public holiday or equivalent day under the General Time Limits Act.

The following capitalised terms have the meaning assigned to them in Dutch in the Heavy Goods Vehicle Charge Act and the EETS Directive Implementation Act:

Term	Dutch Term
Accreditation	Accreditatie
Holder	Houder
Interoperability Constituent	Interoperabiliteitsonderdeel
Main Service Provider	Hoofddienstaanbieder
On-Board Equipment	Boordapparatuur
Road	Weg
Service Agreement	Dienstverleningsovereenkomst
Service Provider	Dienstaanbieder
Supervisor	Toezichthouder
Toll Service	Toldienst
Vehicle Classification Parameters	Voertuigclassificatieparameters

II. Model EETS Agreement

THE UNDERSIGNED

1. the **State of the Netherlands** (Ministry of Infrastructure and Water Management), located in The Hague, registered in the Trade Register of the Chamber of Commerce under number 52766179, on behalf of which the Dienst Wegverkeer, a legal entity under public law and independent administrative body located in Zoetermeer, registered in the Trade Register of the Chamber of Commerce under number 27374436, pursuant to the RDW Mandate, Power of Attorney and Authorisation Decree for the implementation of the Heavy Goods Vehicle Charge Act (Stcrt. 2022, 33399) is authorised to enter into this Agreement on behalf of the State of the Netherlands, duly represented herein by the [General Director / Director of Operations] [Ms [•] / Mr [•]], hereinafter referred to as **“Toll Charger”**;

and

2. [•] [legal form, name, registered office at (place) and having its registered office at (postcode and place) at (address), in this instance validly represented by (name of authorised director/authorised director), hereinafter referred to as referred to as the **“(Candidate) EETS Provider”**;

Hereafter each individually also referred to as “Party” and collectively as “Parties”;

CONSIDERING:

that the EETS Domain Statement Heavy Goods Vehicle Charge (version 1.0, dated 11 March 2024 (Stcrt. 2024, 8210), hereinafter the **“EETS Domain Statement”**) establishes the legal, financial and technical requirements of the Accreditation and service in the Heavy Goods Vehicle Charge;

that the EETS Domain Statement consists of four parts: **“Part 1 General Conditions”** (Articles 1 to 26), **“Part 2 Procedural Conditions”** (Articles 27 to 40), **“Part 3 Accreditation”** (Articles 41 to 50) and the **“Part 4 Toll Context Data”** (articles 51 to 54), including the annexes that form an integral part of the EETS Domain Statement;

that [•] is registered as an EETS Provider pursuant to the decision taken on [date and place [Member State] by [competent authority];

that [•] applied for Accreditation on [date] via the Toll Charger Website as referred to in article 41 of this EETS Domain Statement, subject to article 43 and 44 of the EETS Domain Statement;

that [•] now enters into this EETS Agreement with the Toll Charger to achieve Accreditation of [•] in order to provide Toll Services in the EETS Domain Heavy Goods Vehicle Charge in accordance with the provisions of the EETS Domain Statement and Laws and Regulations.

HAVE AGREED AS FOLLOWS:

Part 1 General provisions

1. Entry into force/ conditions precedent

- 1.1 This agreement enters into force on the date this agreement is validly signed by both parties and shall be of unlimited duration.
- 1.2 Article 4.1 (Access to the EETS Domain Heavy Goods Vehicle Charge), part 2.1 (EETS Provider Obligations) and part 2.2 (Commercial Conditions) of the EETS Domain Statement applies between the Parties from Operational Start, subject to the conditions precedent that the EETS Provider:
 - a. has obtained a Certificate of Accreditation from the Toll Charger;
 - b. has provided the Toll Charger with a bank guarantee in accordance with the provisions under article 38 of the EETS Domain Statement.

2. Object

- 2.1 Without prejudice to the provisions of article 1 of this Agreement, all rights, requirements and obligations contained in the EETS Domain Statement form an integral part of this Agreement and capitalised terms shall have the meaning ascribed to them in the EETS Domain Statement.
- 2.2 The (Candidate) EETS Provider must comply with all the requirements and obligations of the EETS Domain Statement and this Agreement.
- 2.3 In case of inconsistency or discrepancy between this Agreement and the EETS Domain Statement, the provisions of the EETS Domain Statement prevail.
- 2.4 If the conditions precedent set out in article 1.2 of this Agreement are not met to the Toll Charger's satisfaction by [date] at the latest, the Toll Charger is entitled to terminate this Agreement by written notice to the (Candidate) EETS Provider, in accordance with article 10.1 section (i) of the EETS Domain Statement.
- 2.5 The Toll Charger is, at all times, entitled to transfer their rights and obligations towards the (Candidate) EETS Provider under this agreement to another (public law) legal entity by way of contract takeover (article 159 of Book 6 of the DCC, "contractsoverneming"), by means of a joint written notification to that effect from the Toll Charger and that other legal entity to the (Candidate) EETS Provider. The (Candidate) EETS Provider agrees in advance to this contract takeover and will, to the extent necessary, cooperate in bringing it about.
- 2.6 The provisions of articles 400 to 413 of Book 7 of the Dutch Civil Code do not apply to this agreement.
- 2.7 Any general terms and conditions applied by the (Candidate) EETS Provider do not apply to the EETS Agreement.

3. Entire agreement

The EETS Domain Statement and this Agreement encompass all agreements made by the Parties on the subject matter of the EETS Domain Statement and this Agreement and supersede all previous agreements between the Parties thereon.

4. Representatives

The parties appoint the following persons as representatives in matters relating to the implementation of the EETS Domain Statement and this Agreement:

Toll Charger:

[*]
PO Box 30000
9640 RA Veendam
E-mail: [*]

(Candidate) EETS Provider:

[*]
PO Box [*]
[*]
E-mail: [*]

5. Applicable law and competent court

- 5.1 This agreement is governed by Dutch law, with the exception of the rules of Dutch private international law, which rules shall not apply.
- 5.2 Disputes arising from this Agreement shall be submitted to the competent court in The Hague, without prejudice to the Parties' right to apply to the Conciliation Body, which is authorised under article 38(1) of the EETS Directive Implementation Act to intervene in disputes between the Parties concerning their contractual relationship or negotiations and shall issue an opinion thereon within six months of receiving the request for mediation.

Part 2 Procedural Conditions

6. Reimbursement from the EETS Provider

- 6.1 No later than fourteen Calendar Days after receipt of the Certificate of Accreditation, the EETS Provider shall provide the bank guarantee referred to in article 38 of the EETS Domain Statement. The amount of that bank guarantee shall be determined in accordance with the provisions of article 38.2 of the EETS Domain Statement and amounts to € [•].
- 6.2. The method for determining the EETS Provider’s remuneration for the services provided by the EETS Provider to the Toll Charger pursuant to the EETS Domain Statement is set out in article 39 of the EETS Domain Statement. The fee will be reviewed or adjusted if and to the extent permitted under the EETS Domain Statement.

Part 3 Accreditation

7. Obligations Accreditation

The date and time when the Candidate EETS Provider shall submit an update of its Service Plan referred to in article 45.4 of the EETS Domain Statement, is [date] and [time].

Signed at [PLACE] on [DATE]

For the Toll Charger

[•] [•]

For the (Candidate) EETS Provider

[•] [•]

III. Model bank guarantee

THE UNDERSIGNED:

[NAME BANK], having its registered office in [PLACE], also having its registered office in [PLACE], hereinafter referred to as the 'Bank'

CONSIDERING:

- [NAME EETS PROVIDER] with its registered office at [PLACE], hereinafter referred to as the 'Contractor', and the State of the Netherlands, a legal entity under public law with its seat in The Hague, duly represented in this matter by the Minister of Infrastructure and Water Management, on behalf of the latter the Dienst Wegverkeer duly represented by [NAME/FUNCTION OF DEPARTMENT RDW] hereinafter to be referred to as the 'the Client', entered into an agreement on [DATE] with a view to determining the rights and obligations of the Contractor, on the one hand, and the Principal, on the other hand, with regard to the provision of services within the framework of the implementation of the Heavy Goods Vehicle Charge, as referred to in Article 2(1) of the Heavy Goods Vehicle Charge Act, hereinafter to be referred to as the 'EETS Agreement';
- the Client requires a guarantee as additional security for the Contractor's punctual performance of its contractual obligations under the EETS Agreement;
- the Contractor is required to provide, as security for its collection and remittance obligations, a guarantee under article 38 of the EETS Domain Statement Heavy Goods Vehicle Charge (version 1.0, dated 11 March 2024 (Stcrt. 2024, 8210), hereinafter the "**EETS Domain Statement**") and article 6.1 of the EETS Agreement, in the form of an abstract, irrevocable and unconditional bank guarantee, payable on first demand by the Client, issued by a credit institution of a Member State of the European Union with at least an A rating (Standard & Poor's) or an A2 rating (Moody's) (or equivalent)";
- the Bank is prepared to provide the relevant bank guarantee in favour of the Client under the conditions stated below;

DECLARES:

hereby irrevocably guarantees, up to a maximum amount of € [AMOUNT IN NUMBER] (in words: [AMOUNT] euros), without any conditions other than those set out below, by way of independent obligation and not as surety, towards the Client as security for the performance of all that the Contractor owes or will owe to the Client under the EETS Agreement. This bank guarantee is an abstract call guarantee. Under no circumstances is the Bank entitled to rely on the underlying legal relationship between the Client and the Contractor contained in the EETS Agreement.

The Bank undertakes to pay on the first written request of the Client and without demanding reasons or further proof, in which the Client simultaneously provides to the Bank:

- (i) the notification that, in its opinion, the Contractor is in breach of its obligations under the EETS Agreement; and
- (ii) the amount of what they, in their opinion, can claim from the Contractor on account of the above; and
- (iii) the request to pay the specified amount, subject to the aforementioned maximum amount.

With each payment under this guarantee, the maximum amount is reduced by this amount.

This guarantee will expire once the Contractor has fulfilled its contractual obligations under the EETS Agreement, which will be evidenced to the Bank by:

- (i) a written statement received directly from the Client stating that this guarantee may expire preferably accompanied by the original guarantee.
- (ii) receipt by the Bank of the aforementioned written statement received from the Client through third parties preferably accompanied by the original guarantee.

This guarantee expires in any event if a payment request in accordance with the requirements of this guarantee does not reach the Bank at the latest twenty-four months after termination of the EETS Agreement pursuant to article 10 or article 12 of the EETS Domain Statement, has reached the address: [address Bank].

Any payment requests in accordance with the requirements of this guarantee should reach the Bank within the validity period of the guarantee at: [contact and address details Bank stating contact person].

This guarantee and the rights resulting from it cannot be transferred or pledged.

This guarantee is governed by Dutch law with exclusive jurisdiction of the competent Dutch court.

[PLACE], [DATE] [NAME OF BANK]

IV. Testing Process Accreditation

1. Introduction

This Annex to the EETS Domain Statement Heavy Goods Vehicle Charge details the Testing Process referred to in [article 46](#) of the EETS Domain Statement, which is part of the Accreditation.

2. Setting up Testing Process Accreditation

The Testing Process consists of three test phases with different test parts (Figure 1), all of which must be successfully completed to receive a Certificate of Accreditation. These are the following test phases:

- A. Compliance and evaluation
- B. Compatibility Interoperability components (DSRC and Back Office)
- C. End-to-End and map-matching

Test phase A	Test phase B	Test phase C
Compliance and evaluation	Compatibility Interoperability components (DSRC and Back Office)	End-to-end and Map-matching
A1: Conformity assessment	B1: DSRC compatibility	C1: Map-matching and tolling
A2: Transfer of keys and certificates	B2: Back office compatibility	C2: Financial administration and payment Heavy Goods Vehicle Charge
		C3: Monitoring EETS Provider

Before the start of a test part, the Candidate EETS Provider shall submit a Test Plan to the Toll Charger in accordance with the format made available for this purpose on the Toll Charger Website. The Test Plan must always correspond to the Test Planning specified in the Service Plan. Each test phase ends with the Candidate EETS Provider submitting a test report to Toll Charger according to the format made available on the Toll Charger Website. A test phase is successfully completed after approval of the test report for the relevant test part by the Toll Charger. If approval of the test report is not achieved within the schedule described in the Test Planning and Test Plan, the test part has not been successfully completed and, in consultation with the Toll Charger, the test part must be restarted and the Candidate EETS Provider must again pay the accreditation fee for the relevant test part. This follows from [articles 46](#) and [47](#) of the EETS Domain Statement.

The following describes for each test phase what the purpose of the test phase is, which test parts the test phase consists of, how the test parts are arranged and how a test part must be completed to successfully complete the Testing Process. Detailed test scenarios and description of the test cases used by the Toll Charger for each test phase can be found on the Toll Charger Website.

3. Test phase A Compliance and evaluation

3.1 Structure and purpose of test phase

Candidate EETS Providers start the Testing Process with Test Phase A Conformance Assessment.

Test Phase A consists of the following test parts:

- A1: Conformity assessment; and
- A2: Transfer of keys and certificates.

The purpose of Test Phase A is to ensure that Candidate EETS Providers can demonstrate to the Toll Charger that they have systems and equipment that comply with Laws and Regulations and are suitable to start compatibility testing in Parts B1 and B2. In addition, keys and certificates between the Toll Charger and the (Candidate) EETS Provider shall be transferred and implemented to test data exchange in test part B2.

3.2 Test part A1: Conformity assessment

Test Phase A starts with a conformity assessment. For the purposes of the conformity assessment, the Candidate EETS Provider shall provide detailed information to the Toll Charger on the organisational processes and technical systems of the Candidate EETS Provider in relation to the planned Heavy Goods Vehicle Charge toll processes in the Netherlands. This information is used to demonstrate conformity with this EETS Domain Statement and the EETS Agreement (including Laws and Regulations). Then, based on the conformity assessment, the planning and design of the next test phases can be determined.

The information to be provided includes descriptions of operational processes, the technical operation of systems (such as the back office and On-Board Equipment), an Information Security Plan, a Data Protection Plan and a Risk Management Plan.

Depending on the level of detail of the information provided by the Candidate EETS Provider in the Service Plan referred to in [article 45](#) of the EETS Domain Statement, the information to be submitted in Test Phase A may already be included in the Service Plan. A Candidate EETS Provider may thus reuse the information in the Service Plan, as far as sufficient for the conformity assessment in test part A1.

For the purposes of conformity assessment, the Candidate EETS Provider shall provide the following documents:

1. A completed form according to the format **Form Conformity Assessment** made available for this purpose on the Toll Charger Website. The Candidate EETS Provider shall **describe** in the Form Conformity Assessment:
 - a. The **operational business processes** and service organisation. These include business processes used by the Candidate EETS Provider for the purpose of the Heavy Goods Vehicle Charge (including toll-relevant business processes, revenue assurance measures and audits performed). In particular, the design of the IT processes and the organisation of the subsystems should be described; and
 - b. the operation of the Candidate EETS Provider's **technical systems deployed** in the EETS Domain Heavy Goods Vehicle Charge (e.g. fee calculation, road section registration, map-matching, back-office functionalities, etc.).
2. An **Information Security Plan** containing information about security management, identified threats to the processes and IT systems of the Candidate EETS Provider and the associated security measures. The Information Security Plan shall enable the Candidate EETS Provider to meet the requirements set out in [Attachment VII](#) of the EETS Domain Statement and shall demonstrate compliance with ISO 27001:2022:

For acceptance by the Toll Charger, the Information Security Plan should at least clearly show that:

- the Candidate EETS Provider has authorisation and access control policies (organisation chart, hierarchy policy and network security policy);
- how data is classified (confidential vs public);
- the way security standards have been applied is defined (encryption, firewall, antivirus, anti-malware security, data backup and data exchange);
- encryption policy is available (applicability of mandatory encryption and minimum standards applicable to the encryption software chosen);
- the Candidate EETS Provider has back-up policies (back-up data and minimum standards applicable to the chosen back-up software);
- the Candidate EETS Provider has a system recovery plan in place;
- responsibilities, rights and duties are assigned to staff;
- specific measures have been taken to promote safety awareness among staff;

- the manner in which periodic evaluation of user access, education, change management, incident management, implementation and periodic updates of the security policy take place is defined;
- the method of monitoring processes and IT systems with regard to information security is laid down (frequency: at least once a year);
- in case a third party provides Information Security on behalf of the Candidate EETS Provider, it is established that this third party takes sufficient measures to secure the systems and information;
- references are included to Laws and Regulations, compliance standards and security benchmarks.

A **Data Protection Plan** detailing how the Candidate EETS Provider will protect Personal Data in its subsystem and implement applicable data protection requirements. The Data Protection Plan shall demonstrate that the Candidate EETS Provider complies with Data Protection Laws and Regulations and, in particular, the requirements set out in [Annex V](#) and [Annex VII](#) of the EETS Domain Statement.

For acceptance by the Toll Charger, the data protection plan should at least clearly show that:

- the Candidate EETS Provider has authorisation policies (organisation chart and authorisations);
- concrete risks are identified and recorded, as well as mentioned in the data protection plan (including risks of unauthorised access, destruction, loss, alteration or unauthorised processing of personal data);
- how specific technical and organisational measures have been taken to protect personal data and eliminate or mitigate risks;
- the manner in which a periodic evaluation of the technical and organisational measures is carried out is established;
- in the event that a third party secures Personal Data on behalf of the Candidate EETS Provider, the manner in which it has been determined that this third party, as a processor of Personal Data, takes sufficient measures to secure the data;
- the Candidate EETS Provider Personal Data protected in accordance with Laws and Regulations (including but not limited to the General Data Protection Regulation and the General Data Protection Regulation Implementation Act.

3. A **Risk Management Plan** in which the Candidate EETS Provider describes what technical, procedural, organisational and financial risks exist to its operations and what measures are planned to minimise the probability of occurrence or measures to reduce the impact of the risks. The Risk Management Plan shall demonstrate that in performing its obligations under this EETS Domain Statement and the EETS Agreement and in its provision of services to Contracted Holders in the EETS Domain Heavy Goods Vehicle Charge, the Candidate EETS Provider complies with Laws and Regulations relating to it, and in particular the requirements set out in [Annex VII](#) of the EETS Domain Statement;

For acceptance by the Toll Charger, the Risk Management Plan should at least clearly show that:

- specific risks have been identified and included in the risk management plan;
- the way in which the aforementioned specific risks have been assessed is recorded (probability and impact);
- concrete mitigating measures have been taken to eliminate or reduce risks;
- concrete revenue assurance mitigating measures have been taken to secure Heavy Goods Vehicle Charge revenues;
- the Candidate EETS Provider has an emergency plan/disaster recovery plan (how activities can be continued or resumed if a disaster occurs);
- responsibilities and duties (in the event of an emergency) are assigned to staff;
- the above is communicated to staff in a defined way;
- the way identified risks are monitored and new risks are identified.

4. **Test reports.** In order to demonstrate the suitability of the On-Board Equipment to be deployed by the Candidate EETS Provider, the Candidate EETS Provider shall submit test results to the Toll Charger from tests performed by an appropriate laboratory, by the manufacturer or on behalf of the manufacturer of the On-Board Equipment and under the manufacturer's responsibility by another laboratory.¹⁸

The Toll Charger may request additional documentation from the (Candidate) EETS Provider to clarify the above processes, systems or documentation. A Candidate EETS Provider can only start test part A2 after the Toll Charger has assessed all the above information as complete and sufficient.

3.3 Test part A2 Transfer of keys and certificates

The transfer of keys and certificates (test part A2) is the last step of test part A, in which the Toll Charger and the Candidate EETS Provider share their keys and certificates with each other to enable the data exchange (i.e. the 'handshake' of the systems). The keys and certificates are implemented in the central systems of both the Toll Charger and the (Candidate) EETS Provider and must be confirmed by the other in both directions.

Test Phase A shall be concluded by submission of a test report by the (Candidate) EETS Provider to the Toll Charger referred to in [article 46.6](#) of this EETS Domain Statement. When the Toll Charger has approved the test report, Test Phase A has been successfully completed.

4. Test phase B Compatibility Interoperability components (DSRC and Back Office)

4.1 Structure and purpose of test phase

Following test phase A, a Candidate EETS Provider, shall go through test phase B.¹⁹ Test phase B consists of the following test parts:

- B1: DSRC compatibility
- B2: Back office compatibility

The purpose of test phase B is to test two types of data exchange between Toll Charger and EETS Providers:

- data exchange of the Candidate EETS Provider's On-Board Equipment with the Toll Charger's DSRC Roadside Equipment for monitoring and enforcement purposes (test part B1); and
- data exchange for correct collection of GNSS displacement data, registration of Driven Kilometres using On-Board Equipment and payment from the Candidate EETS Provider to the Toll Charger of the Heavy Goods Vehicle Charge for each Toll Trip (test part B2).

Data exchange for monitoring and enforcement concerns the interface between On-Board Equipment and DSRC Roadside Equipment. Candidate EETS Providers' On-Board Equipment must communicate correctly with the DSRC Roadside Equipment in the EETS Domain Heavy Goods Vehicle Charge. For this, the data exchange shall comply with ISO 12813:2024 (and other DSRC standards referenced in this standard, such as EN 15509:2023 and ISO 14906:2022) and the description of the DSRC interface, as set out in the document Service Description DSRC Standards.

The data exchange for the purpose of correctly recording Driven Kilometres, including the collection of GNSS displacement data, the map-matching,²⁰ and remitting the correct amount of Heavy Goods Vehicle Charge to the Toll Charger involves daily and periodic data exchange, whether or not at the specific request of the Toll Charger. This data exchange must comply with the message specifications set out in the Service Description Data exchange.

¹⁸ The laboratory tests shall demonstrate the compliance of the On-Board Equipment with DSRC standards relevant to the EETS Domain Heavy Goods Vehicle Charge. The Toll Charger may decide, for On-Board Equipment, which has not been previously used in an EETS domain before or which has only been used in a limited number of EETS domains, decide to have the Candidate EETS Provider perform additional laboratory tests to test the operation of the On-Board Equipment.

¹⁹ Test part B1 may be run in parallel with test phase C, in accordance with [article 46.4](#) of the EETS Domain Statement.

²⁰ Map-matching refers to the process of assigning measured geographical locations to locations on a digital map to determine which routes trucks have driven.

4.2 Test part B1 DSRC Compatibility

Test Part B1 DSRC Compatibility tests the DSRC interface between the Candidate EETS Provider's On-Board Equipment and the Toll Charger's Roadside Equipment. Each type and version of On-Board Equipment that the Candidate EETS Provider intends to deploy for its service in the EETS Domain Heavy Goods Vehicle Charge shall be tested and shall comply with EN 15509:2023 and ISO 12813:2024 ([Article 34.8](#), section (ii) of the EETS Domain Statement).

Test part B1 consists of:

- B1.1: Transfer DSRC keys;
- B1.2: Compatibility assessment; and
- B1.3: Dynamic DSRC testing.

The purpose of test part B1 is to test whether the Candidate EETS Provider's on-board equipment can communicate with the DSRC readers in the EETS Domain Heavy Goods Vehicle Charge via the DSRC interface. This is tested by checking the on-board equipment's conformance to ISO 12813:2024. Compliance of the protocol implementation with Compliance Check Communication (CCC) shall be confirmed by the (Candidate) EETS Provider, using a modified "PICS" format from ISO 12813:2024.

The standard operation of the On-Board Equipment interacting with the Roadside Equipment via DSRC communication under ISO 12813:2024 must have been previously tested and validated by an appropriate laboratory of the manufacturer (or on behalf of the manufacturer and under its responsibility by another laboratory, see test part A1) and is therefore not part of the accreditation procedure of part B1. In test part A, the Candidate EETS Provider is expected to submit a test report demonstrating that the On-Board Equipment performs correct transactions in a controlled environment (e.g. by testing the On-Board Equipment in a simulated communication zone) and demonstrates compliance with ISO 12813:2024 (and other DSRC standards referenced in this standard).

B1.1: Transfer of DSRC keys

In the transfer DSRC keys (B1.1), the (Candidate) EETS Provider shares the DSRC keys with the toll charger. The DSRC keys are then implemented by the Toll Charger in the Toll Charger's DSRC reader, and then the successful installation of the DSRC keys in the DSRC reader is tested.

B1.2: Compatibility assessment

The compatibility assessment (B1.2) tests the DSRC interface of the on-board equipment for each type and version of on-board equipment that the Candidate EETS Provider intends to use in the EETS Domain Heavy Goods Vehicle Charge. Testing takes place with the DSRC readers at a Toll Charger test facility in the Netherlands. The purpose of the compatibility assessment is to test the DSRC interface between the Candidate EETS Provider's on-board equipment and the Toll Charger's DSRC readers.

Test requirements shall be met in accordance with ISO 13143-1:2020. The Candidate EETS Provider shall provide the Toll Charger with the necessary specifications as to how its On-Board Equipment is to be installed in the test vehicle to enable DSRC testing can be performed by the Toll Charger.

B1.3: Dynamic DSRC testing

During the dynamic DSRC testing (B1.3), the DSRC interface between On-Board Equipment and DSRC reader is tested at a Toll Charger test facility. The purpose of the dynamic DSRC tests is to test the functioning of the On-Board Equipment in interaction with the Toll Charger's DSRC readers and to test the correct exchange of data in the On-Board Equipment after passing the DSRC readers in a regular situation. After performing the transactions, further processing of the transaction data in the systems is checked by the Toll Charger.

For dynamic testing, a test vehicle with On-Board Equipment passes the DSRC reader at the test facility at different vehicle speeds and different positions on the test facility. For each passage, the entire DSRC transaction is recorded by the Toll Charger. The Candidate EETS Provider must ensure that the required data attributes are present for each passage.

Test Part B1 shall be concluded by submission of a test report by the (Candidate) EETS Provider to the Toll Charger referred to in [article 46.6](#) of the EETS Domain Statement. When the Toll Charger approves the test report, the test part shall be successfully completed. Subsequently, the Candidate EETS Provider shall provide a declaration of suitability for use for the On-Board Equipment Interoperability Part and the Toll Charger shall issue a suitability for use certificate referred to in [article 48.2](#) of the EETS Domain Statement.

4.3 Test part B2 Back Office Compatibility

In Test part B2 Back Office Compatibility, the Candidate EETS Provider together with the Toll Charger shall test all data exchanges that need to take place between the EETS Provider and the Toll Charger, for the purposes of service provision by the Candidate EETS Provider in the EETS Domain Heavy Goods Vehicle Charge. A Candidate EETS Provider shall be able to send and receive all data exchanges in accordance with the specifications in Service Description Data exchange. The data exchange consists of message specifications according to EN 16986:2024²¹ and ISO 12855:2022.

The data exchange between the Toll Charger and the EETS Provider is divided into three categories:

1. periodic data exchange;
2. data exchange for daily se activities; and
3. data exchange at the Toll Charger's specific request of the Toll Charger.

Test part B2 consists of:

- B2.1: Technical interface test
- B2.2: Testing of periodic data exchange;
- B2.3: Testing data exchange for daily activities;
- B2.4: Testing the data exchange at the request of the Toll Charger.

B2.1: Technical interface test

The technical interface test (B2.1) verifies that the Candidate EETS Provider is able to send and process the messages (empty or dummy messages) for the purpose of the daily data exchange in accordance with the specifications in the Service Description Data exchange. The technical interface tests serve as proof of transmission of (empty) electronic lists ([article 31](#) of the EETS Domain Statement, "Whitelist" and "Blacklist"), dummy Toll Notifications ("**BillingDetails**") and dummy Payment Announcement ("**PaymentAnnouncement**"), including synchronisation and confirmation of the messages.

B2.2: Testen van de periodieke gegevensuitwisseling

The periodic data exchange tests (B2.2) test the communication and implementation of the Toll Context Data ("**EFC Context Data**") so that the Candidate EETS Provider can correctly determine the use of the Chargeable Road Network and calculate the amount of the Heavy Goods Vehicle Charge for a Toll Trip. The Toll Context Data includes Road Sections and Toll Rates data (based on Vehicle Classification Parameters and Tariff Categories). In addition, the mutual transmission of (new) security certificates ("**Trust objects**") by the Toll Charger and the (Candidate) EETS Provider is tested via a standardised interface, including the operation of the technical interface after implementation in the back-office systems.

B2.3: Testing data exchange for daily activities

In the data exchange tests for daily operations (B2.3), various scenarios in the Heavy Goods Vehicle Charge daily toll collection process are tested using information provided by the Candidate EETS Provider. The addition and deletion of license plates with associated Vehicle Classification parameters and identification is tested using the message "**Exception list (whitelist/blacklist)**" ([article 30](#) and [31](#) of the EETS Domain Statement). In addition, the entire billing process is tested using the Toll Notifications ("**BillingDetails**", [article 32](#) of the EETS Domain Statement) and the Payment Announcement ("**PaymentAnnouncement**", [article 33](#) of the EETS Domain Statement) to verify that the correct toll

²¹ At the time of publishing this EETS Domain Statement, a new 2024 version of EN 16986 is in the process of ratification. This process is expected to be completed before Operational Start.

amounts are communicated to the Toll Charger for the purpose of ensuring toll revenue for the Toll Charger. Finally, the message exchange for reporting abnormal behaviour of On-Board Equipment shall be tested (“**Report abnormal OBE**”, [article 30.1 section \(vi\)](#), of the EETS Domain Statement).

B2.4: Testing data exchange at the request of the Toll Charger

In the Toll Charger request data exchange tests (B2.4), additional tests are carried out to verify the information that the Toll Charger may specifically request. This concerns a Toll Trip Declaration relating to a specific trip or period (“**Request for Toll Declaration**”, [article 30.1 section \(viii\)](#) and [32.4](#) of the EETS Domain Statement) or to provide details of a specific Contracted Holder (“**Request for User Details**”, [30.1 section \(ix\)](#), and [article 32.5](#) of the EETS Domain Statement).

Test Part B2 shall be concluded by submission of a test report by the (Candidate) EETS Provider to the Toll Charger referred to in [article 46.6](#) of the EETS Domain Statement. When the Toll Charger approves the test report, the test section has been successfully completed. Subsequently, the Candidate EETS Provider shall issue a certificate of suitability for use for the Interoperability component of the back office and the Toll Charger shall issue a suitability for use certificate referred to in [article 48.2](#) of the EETS Domain Statement.

5. Test phase C End-to-End & map-matching

5.1. Structure and purpose of test phase

Test Phase C covers the operation of all components of the technical systems and business processes used by the Candidate EETS Provider for the purpose of providing services within the EETS Domain Heavy Goods Vehicle Charge (including map-matching) and aims to demonstrate that the Candidate EETS Provider is able to provide its services within the EETS Domain Heavy Goods Vehicle Charge in accordance with all the requirements and obligations to do so under the EETS Domain Heavy Goods Vehicle Charge Declaration and the EETS Agreement.

Test phase C consists of:

- C1: Map-matching and tolling;
- C2: Financial administration and payment Heavy Goods Vehicle Charge;
- C3: Monitoring EETS Provider.

For each type and version of On-Board Equipment that the Candidate EETS Provider intends to deploy for its services in the EETS Domain Heavy Goods Vehicle Charge, the Candidate EETS Provider shall perform tests on the road network in the Netherlands with several units of functional On-Board Equipment. This will involve testing various scenarios related to the Heavy Goods Vehicle Charge. The Candidate EETS Provider must use the movement data from the On-Board Equipment and map-matching to record each Toll Trip in its back office and send that information via data exchange with the Toll Charger. In a number of scenarios, the Candidate EETS Provider is asked to make changes to the electronic lists ([article 31](#) of the EETS Domain Statement) or the On-Board Equipment. It is required that the Driven Kilometres of all trips during the testing of Test Phase C are correctly recorded by the Candidate EETS Provider and that the correct amount of Heavy Goods Vehicle Charge is calculated based on the Toll Context Data.

5.2. Test part C1 Map-matching and tolling

In this test component C1 Map-matching and Tolling, the tests verify that the Tolling process is carried out technically correctly. The tests start with the driving of Toll Trips and end with the sending of Toll Notifications, consisting of all Toll Notifications (“**BillingDetails**”), Toll Trip Declarations (“**TollDeclaration**”), and finally a Payment Announcement (“**PaymentAnnouncement**”).

The tests are carried out with test vehicles of the Candidate EETS Provider on Dutch roads. The Candidate EETS Provider shall provide a vehicle and driver and shall prepare the On-Board Equipment in the vehicle for the tests. The Candidate EETS Provider then follows a route predefined by the Toll Charger with the test vehicles. It is not mandatory to carry out this test with a Truck.

The On-Board Equipment shall record the GNSS location data and the Candidate EETS Provider shall perform the map-matching process to determine the Heavy Goods Vehicle Charge for each Toll Trip based on the Toll Context Data. The Candidate EETS Provider shall send a Toll Notification ([article 32](#) of the EETS Domain Statement) for each Toll Trip and the Payment Announcement with the total Calculated Heavy Goods Vehicle Charge of all Toll Trips (including reference to the relevant Toll Notifications).

The tests include driving Toll Trips on predefined routes and situations, representing different conditions in the EETS Domain Heavy Goods Vehicle Charge. If the Toll Charger wishes an employee to be present in the vehicle, the (Candidate) EETS Provider should enable this. Prior to conducting the tests, the Toll Charger may check the readiness of the vehicle and the Candidate EETS Provider's On-Board Equipment.

5.3. Test part C2 Financial administration and payment Heavy Goods Vehicle Charge

In this test component, invoicing and payment of the Calculated Heavy Goods Vehicle Charge by Contracted Holders to the EETS Provider is simulated in order to test whether the financial administration is carried out correctly in order to effect payment of the Heavy Goods Vehicle Charge. For this purpose, specific actions are performed while driving Toll Trips, which may affect the financial administration to be performed by the Candidate EETS Provider and the outcome of the Calculated Heavy Goods Vehicle Charge. In addition, the application of corrections to the payment of the Calculated Heavy Goods Vehicle Charge to the Toll Charger is tested.

The outcome of the tests should prove that the data exchange between the Candidate EETS Provider and the Toll Charger results in accurate billing to Contracted Holders and full remittance of the Calculated Heavy Goods Vehicle Charge to the Toll Charger. When performing the specific actions, the Candidate EETS Provider should process these actions in the relevant back office systems (e.g. changing On-Board Equipment in a vehicle, driving without a valid Service Agreement). Subsequently, the Candidate EETS Provider should report the Calculated Heavy Goods Vehicle Charge to the Toll Charger via the technical interface.

Finally, the Candidate EETS Provider should record the status of invoicing and payment of the Calculated Heavy Goods Vehicle Charge by Contracted Holders in order to make any corrections regarding the payment of the Calculated Heavy Goods Vehicle Charge by Contracted Holders (including when the Calculated Heavy Goods Vehicle Charge has already been paid and when it has not yet been paid to the Toll Charger).

5.4. Test part C3 Monitoring EETS Provider

During the Service Phase, the Candidate EETS Provider shall monitor its electronic toll collection systems and On-Board Equipment deployed in the EETS Domain Heavy Goods Vehicle Charge to monitor its compliance with all requirements and obligations pursuant to the EETS Domain Statement and the EETS Agreement. In Test Part C3, the Toll Charger shall verify that the Candidate EETS Provider's monitoring processes are carried out and reported to the Toll Charger in accordance with [article 17](#) and [article 18](#) of the EETS Domain Statement.

In addition, this part tests the effects of possible failures in the Candidate EETS Provider's system on the service and payment of Calculated Heavy Goods Vehicle Charge to the Toll Charger. To this end, two situations are simulated:

1. normal operation testing: testing the technical implementation of the Candidate EETS Provider's monitoring processes in a regular situation; and
2. testing in error mode: testing the monitoring processes when technical failures and errors occur in the Candidate EETS Provider's systems.

The Candidate EETS Provider shall introduce technical faults in its On-Board Equipment and the back office systems upon the Toll Charger's request. The Candidate EETS Provider must be able to observe these faults in its monitoring processes. The faults observed by the Candidate EETS Provider should be resolved and reported to the Toll Charger. The tests are used for monitoring the data quality of and process improvement by the Candidate EETS Provider.

Test phase C shall be concluded by submission of a test report by the (Candidate) EETS Provider to the Toll Charger referred to in [article 46.6](#) of the EETS Domain Statement. When the Toll Charger approves the test report, the test phase is successfully completed.

6. Certificate of Accreditation and retesting in case of major change

When the Candidate EETS Provider has approved test reports for all test parts of test phases A, B and C, they have successfully completed the Testing Process. The Candidate EETS Provider has then completed the Accreditation and shall receive a Certificate of Accreditation from the Toll Charger ([article 49](#) EETS Domain Statement). The Certificate of Accreditation applies to the Candidate EETS Provider's specific electronic toll collection systems and On-Board Equipment tested as part of the Accreditation. If the other conditions of [articles 41](#) and [4](#) EETS Domain Statement are met, the EETS Provider is permitted access to the EETS Domain Heavy Goods Vehicle Charge.

Changes to the electronic toll collection systems or On-Board Equipment by the EETS Provider referred to in [article 16](#) of the EETS Domain Statement, such as the deployment of On-Board Equipment other than Accredited On-Board Equipment, shall require the Toll Charger's consent after any retesting and obtaining a renewed or completed Certificate of Accreditation ([article 16.2](#) of the EETS Domain Statement). Changes initiated by the Toll Charger may also lead to retesting and, in the case of a Major System Modification, an EETS Provider will need to obtain a new Certificate of Accreditation in order to continue providing services ([article 50](#) EETS Domain Statement).

V. Data Protection

1. The EETS Provider is designated as a Controller for the Processing of Personal Data pursuant to Section 23 of the Heavy Goods Vehicle Charge Act. The Toll Charger and the EETS Provider exchange Personal Data between themselves for the performance of their duties and responsibilities under the Heavy Goods Vehicle Charge Act. The Toll Charger and the EETS Provider are both separately responsible for the Processing of Personal Data processed under their own control.
2. The EETS Provider shall ensure that data of parties involved in the implementation of the EETS Domain Statement Heavy Goods Vehicle Charge and the EETS Agreement, such as in any case personal data of customers (Contracted Holders or proxies on behalf of the Contracted Holder), is collected, processed and provided by itself or by others it relies on for that purpose, in such a way as to comply with all current and future applicable privacy legislation, including but not limited to relevant fundamental rights, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of private persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) and relevant implementation and implementing laws including but not limited to the Act of 16 May 2018, setting out the rules implementing Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of private persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (OJEU 2016, L 119) (General Data Protection Regulation Implementation Act) (collectively: applicable privacy legislation). Where terms are not defined separately in this EETS Domain Statement, they are to be understood as defined in the applicable privacy legislation.
3. The EETS Provider shall ensure that the provision of personal data of concerned parties to the Toll Charger is in line with applicable privacy legislation, including but not limited to ensuring that (i) the personal data of concerned parties that the EETS Provider provides to the Toll Charger is adequate, relevant and limited and will be limited to what is necessary for the purposes of data processing as defined in the Heavy Goods Vehicle Charge Act; (ii) where the personal data is obtained by the EETS Provider from the relevant parties, the relevant parties have been informed of the purposes for which and the manner in which such personal data will be processed by the EETS Provider and the Toll Charger, in line with article 14 of the General Data Protection Regulation; and (iii) in order to prevent the loss or unlawful processing of the personal data referred to in article 1 of this Annex V referred to, the EETS Provider undertakes to implement appropriate technical and organisational security measures as referred to in article 32 of the General Data Protection Regulation.
4. The EETS Provider, in support of the Toll Charger's and, where necessary, other relevant authorities' own responsibility, shall assist the Toll Charger and other relevant authorities, where necessary, to comply with applicable Data Protection Legislation under the EETS Domain Statement Heavy Goods Vehicle Charge, the EETS Agreement and its contractual relationship with Contracted Holders. As part of that assistance, the EETS Provider shall; (i) anticipate, proactively address and inform the Toll Charger and/or those Relevant Authorities of potential risks or breaches regarding the Processing of Personal Data; and shall (ii) make available to the Toll Charger all information necessary to answer the queries of Data Protection Authorities.
5. The EETS Provider undertakes to appoint a special contact person for the benefit of the Toll Charger and, if necessary, other relevant authorities for all Data Protection related questions. This special contact may be the Data Protection Officer of the EETS Provider.
6. The processing and storage of data of both the EETS Provider and any third parties the EETS Provider cooperates with shall take place within the European Union (EU) or the European Economic Area (EEA).
7. The customer contact centre or other Processing of Personal Data may be located in the United Kingdom as long as there is a valid adequacy decision in respect of the United Kingdom within the meaning of article 45 General Data Protection Regulation. In the event there is no longer a valid adequacy decision, the EETS Provider shall ensure, in a timely manner and at its own expense and

risk, that the obligations under the General Data Protection Regulation for the transfer of Personal Data to the United Kingdom are demonstrably met (by other means), or that the customer contact centre is moved to a country within the EEA or a country outside the EEA for which an adequacy decision is in force.

VI. Intellectual Property Rights

1. Intellectual Property Rights of the Toll Charger

- 1.1 The EETS Provider acknowledges that, notwithstanding the provisions of the EETS Domain Statement, the EETS Agreement or any other contractual arrangements between the Toll Charger, on the one hand, and the EETS Provider, on the other hand, all Intellectual Property Rights, including but not limited to copyrights, rights in software, database rights, trademarks and know-how, in programmes, systems, hardware and software, databases, and/or any other technology that the Toll Charger under the EETS Agreement or in the performance of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand, made available to the EETS Provider or communicating with the EETS Provider's own programmes, systems, hardware and software, or other technology, are protected by Intellectual Property Rights which are and shall remain the exclusive property of the Toll Charger and, if necessary, its suppliers (hereinafter the "Toll Charger Intellectual Property Rights").
- 1.2 Neither the EETS Domain Statement, the EETS Agreement, nor any agreement entered into between the EETS Provider and the Toll Charger grants the EETS Provider any rights to the Toll Charger Intellectual Property Rights, other than rights of use pursuant to article 2.2 of this Annex VI. Nor does the EETS Domain Statement, the EETS Agreement or any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand imply any assignment or waiver of the Intellectual Property Rights to the EETS Provider.
- 1.3 The EETS Provider undertakes to respect the Toll Charger's Intellectual Property Rights and not to take any action which could in any way damage or impair them. This includes, but is not limited to, that the EETS Provider shall not make available to the Toll Charger any of the programmes, systems, hardware and software, or technology or works made available to the EETS Provider by the Toll Charger under the EETS Domain Statement, the EETS Agreement or any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand, or those made available to the EETS Provider with its own programmes, systems hardware and software, or technology of the EETS Provider, may not reproduce, duplicate, modify, publish, translate, process, rent, exploit or commercialise, nor otherwise use them, in whole or in part, in original or modified form, for commercial or non-commercial purposes other than to the extent necessary for the performance of the EETS Domain Statement and the EETS Agreement. Nor shall the EETS Provider decompile or access the hardware or software without the consent of the Toll Charger or its suppliers.
- 1.4 From the time of transmission by the EETS Provider of the data of Contracted Holders to the Toll Charger, the Toll Charger is the exclusive owner of that data and any Intellectual Property Rights that would rest on the (database of collected) data.

2. Data exchange

- 2.1 Communication between the Toll Charger's programmes, systems, hardware, software or other technology and the programmes, systems, hardware, software or other technology deployed and used by the EETS Provider in the performance of the EETS Domain Statement or the EETS Agreement or in the performance of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand, will only be made through data exchange prescribed, monitored and approved in advance by the Toll Charger.
- 2.2 All intellectual property rights to the items listed in article 2.1 referred to in article 2.1 shall remain the exclusive property of the Toll Charger or its licensors. The Toll Charger grants to the EETS Provider a personal, non-transferable right to use the data exchange for the correct, efficient and best execution of the EETS Domain Statement, the EETS Agreement or in the execution of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand. The EETS Provider shall not use the data exchange for purposes other than for the execution of the EETS Domain Statement, the EETS Agreement or in the execution of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand. The EETS Provider's right to use the data exchange expires upon termination of the EETS Agreement.

- 2.3 All Intellectual Property Rights (including but not limited to copyrights, rights in software, database rights and trademark rights) of the EETS Provider in the programmes, systems, hardware, software or other technology deployed and used by the EETS Provider in the performance of the EETS Domain Statement, the EETS Agreement or in the performance of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand, are and shall remain the property of the EETS Provider or its licensors.

3. Declarations, warranties and indemnification by the EETS Provider

- 3.1 The EETS Provider represents and warrants that:
- (i) the programmes, systems, hardware, software or other technology that the Toll Charger deploys and uses, as appropriate, in the performance of the EETS Domain Statement, the EETS Agreement or in the performance of any other agreement between the Toll Charger, on the one hand, and the EETS Provider, on the other hand, do not infringe the intellectual property rights of third parties;
 - (ii) the EETS Provider has obtained all necessary consents from Holders of Intellectual Property Rights to the programmes, systems, hardware, software or other technology deployed and used by the EETS Provider in the performance of the EETS Domain Statement, the EETS Agreement or in the performance of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand, for use in connection with the Heavy Goods Vehicle Charge.
- 3.2 The EETS Provider shall indemnify the Toll Charger for all costs and damages incurred by the Toll Charger in the event that they were to be sued by third parties on the basis that the programmes, systems, hardware, software or other technology deployed and used by the EETS Provider in the performance of the EETS Domain Statement, the EETS Agreement or in the performance of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand would infringe the Intellectual Property Rights of third parties. In such a case, the EETS Provider shall reimburse all costs incurred by the Toll Charger in connection with any settlement or legal proceedings that might be brought against the Toll Charger.
- 3.3 If a judicial authority finds that the programmes, systems, hardware and software or other technology deployed and used by the EETS Provider in the performance of the EETS Domain Statement, the EETS Agreement or in the performance of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other hand infringe the Intellectual Property Rights of third parties, the EETS Provider shall, at no cost to the named co-contractors, at the option of the EETS Provider, (a) obtain a licence from the relevant third party or parties or (b) replace or modify its own programmes, systems, hardware, software or other technology that the EETS Provider deploys and uses in the performance of the EETS Domain Statement, the EETS Agreement or in the performance of any other agreement between the Toll Charger on the one hand and the EETS Provider on the other, so as to put an end to the infringement.

VII. Risk Management, Data Management, Information Security and operational and financial processes

1. Data Management requirements

With regard to Data Management, the EETS Provider shall, at least:

- (i) create an overview of the data (or data objects and data attributes) it records in relation to its service in the EETS Domain Heavy Goods Vehicle Charge, by recording at least the following for each piece of data:
 - a. definition;
 - b. business process(es) for which this data is necessary;
 - c. data format;
 - d. Whether the entry is optional or mandatory;
 - e. if applicable, reference dates or a control mechanism applied for this data;
 - f. classification of the sensitivity of the data with respect to privacy, fraud and competition;
 - g. Who or what role has access to this data, as well as what rights this person or role is given;
 - h. how long this data may be kept under applicable Laws and Regulations;
 - i. reference to standards relevant to this data (e.g. ISO, NEN, etc.);
- (ii) ensure that when entering data into its systems, the actual mandatory data is entered in accordance with the correct data format, including the use of reference data or control mechanisms;
- (iii) Conduct a data impact analysis for each system change that re-evaluates and updates previous points;
- (iv) periodically check data to determine its quality through the use of data formats, obligations, standards, reference data and control mechanisms.

2. Risk Management Requirements and Information Security

- 2.1 The EETS Provider shall comply with the requirements set out in this article 2 requirements and implements in any case the requirements set out in this article 2 mentioned in Risk Management and Information Security measures, subject to the further specification in article 2.6, table 1, of this Annex VII.
- 2.2 The EETS Provider shall implement measures that ensure the availability of the service in accordance with the requirements referred to in [article 34](#) is guaranteed. These measures shall be tested periodically but at least once per Calendar Year and demonstrably in case of relevant changes.
- 2.3 At least once per Calendar Year, the EETS Provider shall test the interfaces with the Toll Charger back office and underlying IT components for the existence of vulnerabilities through penetration testing. The EETS Provider shall remedy findings following the penetration tests as soon as possible. The EETS Provider shall report to the Toll Charger on the status and progress of the follow-up and remediation respectively.
- 2.4 In the event that the Toll Charger deems it necessary to carry out penetration tests on the EETS Provider's services to verify Information Security, the EETS Provider shall provide a signed indemnity statement prior to the penetration tests.
- 2.5 The EETS Provider shall require the employees to be deployed by it to provide a Certificate of Good Conduct ("VOG"), or a certificate of equivalent purport and status in the case of employees who are not Dutch nationals. The VOG must have been issued for the purpose of the position the relevant employee will fulfil within the EETS Provider's operations and the associated job description. The VOG must not be older than six Calendar Months from the date of commencement of employment by the relevant employee with the EETS Provider.
- 2.6 The EETS Provider shall implement appropriate technical and organisational measures for Data Protection by design and default settings, as referred to in article 25 of the General Data Protection Regulation and in accordance with [Annex V](#) of this EETS Domain Statement.

2.7 The EETS Provider shall meet the Risk Management and Information Security requirements set out below in *Table 1 Requirements and Measures Digital Security*.

Table 1 Digital security requirements and measures

Reference	Category	Requirement
ID.AM.02	Asset Management	The EETS Provider shall keep a record of all components and systems used, linking them to a system owner. The EETS Provider shall provide periodic insight to the Toll Charger regarding this register.
PR.CM.3	Configuration Change control	The EETS Provider shall have a change management process that ensures a controlled way of implementing changes.
ID.RM	Risk Management Strategy	Risk management processes shall be established and implemented to identify, assess and manage risks within the toll chain.
ID.SC	Supply chain risk management	Risk management processes shall be established and implemented to identify, assess and manage risks related to (sub)contractors within the toll collection chain.
ID.AM.02	Asset Management	The EETS Provider shall implement measures to periodically (at least monthly) install patches on IT components to prevent vulnerabilities.
PR.AC	Identity Management and Access Control	User accounts and (secret) authentication credentials shall be issued, managed, verified, revoked and controlled for authorised devices, users and processes.
PR.AC.01	Identity Management and Access Control	The EETS Provider shall use strong keys according to current valid algorithms and key lengths used in communication between systems in different domains, and should adequately secure access to these keys.
PR.AC.02	Identity Management and Access Control	The EETS Provider shall have a set of minimum security requirements for creating, exchanging and storing keys, which comply with 'Webtrust for Certification Authorities' or with 'ETSI TS 101 456 Policy requirements for certification authorities issuing qualified certificates'.
PR.AC.03	Identity Management and Access Control	The EETS Provider shall follow the specifications in the security framework ISO/TS 19299:2015 for setting up key management.
PR.AC.07	Identity Management and Access Control	The EETS Provider shall ensure that authorisation management, is configured to comply with ISO 27001:2022.
PR.AC.08	Identity Management and Access Control	The EETS Provider shall establish requirements for how authorisation management is designed, e.g. through specifications of roles, authorisation matrix and password policy.
PR.AC.09	Identity Management and Access Control	The EETS Provider shall specify for each component in the EETS Provider's system: <ul style="list-style-type: none"> • how access is determined? • when access is revoked?
PR.AC.10	Identity Management and Access Control	All user accounts and privileges for all components in the chain shall be analysed periodically. Access shall be arranged in such a way that the principles of least privilege and separation into function and/or roles are met.
PR.AC.11	Identity Management and Access Control	The EETS Provider shall ensure that each system only allows access to the stored data after authorisation.
PR.AC.12	Identity Management and Access Control	The EETS Provider shall ensure that access to the stored data is only granted through established procedure and through approved interfaces.
PR.AT	Awareness and Training	All EETS Provider staff and partners shall receive periodic cybersecurity training.

Reference	Category	Requirement
RC.RP	Recovery Planning	Recovery processes and procedures shall be implemented and maintained to ensure successful recovery.
RC.CO	Recovery Communications	Recovery processes and procedures shall be coordinated and communicated to internal and external stakeholders.
RC.IM	Recovery Improvements	Recovery processes and procedures shall be improved from current and previous cybersecurity activities.
PR.MA	Maintenance	Equipment shall be properly maintained to ensure its continuous availability and integrity.
PR.MA.01	Maintenance	The EETS Provider shall organise the management and maintenance processes according to the best practices defined in NIST Cyber Security Framework or NEN-ISO/IEC 27002:2013.
PR.DS	Data Security	Confidentiality, integrity and availability of data shall be ensured.
PR.DS.01	Data Security	The EETS Provider shall ensure that for all (temporarily) stored data: <ul style="list-style-type: none"> the data remain unchanged; data confidentiality remains guaranteed when access is granted; the origin of the data is traceable at all times.
PR.DS.04	Data Security	Data exchange shall take place over a channel for which: <ul style="list-style-type: none"> availability is reliable; the confidentiality of the data is ensured; the content of the data remains unchanged; the identity of the sender is established; it is indisputable that the data has been received or transmitted respectively; both parties have verified each other before the exchange; resent messages are detected; large amounts of data that is not received (such as toll declarations or billing details) is detected (to protect against interface errors).
PR.DS.16	Data Security	The EETS Provider shall verify the origin of the toll data received before accepting the received data.
PR.DS.17	Data Security	The EETS Provider shall provide the Toll Charger with the cryptographically signed exception list.
PR.DS.18	Data Security	The EETS Provider shall provide a cryptographically signed confirmation of receipt of the toll data to the Toll Charger.
PR.DS.24	Data Security	The EETS Provider shall enable users to check the accuracy of Invoices.
PR.IP	Information Protection Processes and Procedures	Cybersecurity processes and procedures shall be established, managed and implemented to secure information systems and components of the EETS Provider.
PR.IP.01	Information Protection Processes and Procedures	The EETS Provider shall set guidelines for secure configurations of all IT components in the chain and shall be implemented before they may be used in the Netherlands.
PR.IP.14	Information Protection Processes and Procedures	The EETS Provider shall adequately encrypt all sensitive data stored (at rest).
PR.IP.15	Information Protection Processes and Procedures	The EETS Provider shall send customer lists exclusively in encrypted form. This shall use at least TLS1.3 based on Public-Key-Infrastructure (PKI).
PR.IP.22	Information Protection Processes and Procedures	Besides encrypting communications based on TLS1.3 based on Public-Key-Infrastructure (PKI), the EETS Provider shall additionally encrypts Invoices and registrations before sending them.

Reference	Category	Requirement
PR.PT	Protective Technology	Technical security measures shall be implemented and managed to ensure the security of systems and components, in accordance with policies, procedures and agreements.
PR.PT.02	Protective Technology	The EETS Provider shall draw up technical specifications and additional security measures for the secure establishment of communication flows between two parties.
PR.PT.05	Protective Technology	The EETS Provider shall ensure that the level of security does not decrease when implementing and integrating external products or services.
DE.AE	Anomalies and Events	The EETS Provider shall ensure that data breaches and other suspicious events are detected and handled properly.
DE.CM	Security Continuous Monitoring	The EETS Provider's information systems and components shall be monitored to identify cybersecurity events.
DE.CM.01	Security Continuous Monitoring	The EETS Provider shall set up logging and monitoring of (administrative) user access.
DE.DP	Detection Processes	Detection processes and procedures shall be maintained and tested to provide insight into cybersecurity events and incidents. The (E)ETS provider shall take measures to receive and assess security risk reports from external bodies.
DE.DP.01	Detection Processes	The EETS Provider and subcontractors shall set up processes to prevent, detect and handle cybersecurity incidents within 24 hours.
RS.RP	Response Planning	Cyber-response activities shall be implemented and maintained to ensure a timely response to an incident.
RS.CO	Communications	Cyber-response activities shall be coordinated and communicated to internal and external stakeholders.
RS.CO.03	Communications	The EETS Provider shall report a detected cybersecurity incident to the Toll Charger within 24 hours. Security incidents, the consequences of which for the Toll Charger, cannot reasonably be excluded, shall be reported to the Toll Charger immediately.
RS.AN	Analysis	Analyses on cybersecurity events and incidents shall be conducted to support cyber-response activities.
RS.MI	Mitigation	The handling of cybersecurity events shall be done with collaboration between internal and external stakeholders.
RS.MI.02	Mitigation	The EETS Provider shall support those responsible for the resolution of these events when an incident concerning cybersecurity support occurs.
RS.IM	Improvements	Cyber-response activities shall be improved from current and previous cybersecurity activities.
ID.GV.05	Governance	The EETS Provider and subcontractors of the EETS Provider shall prepare and submit its own cybersecurity policy to the Toll Charger. This cybersecurity policy shall comply with the standard NIST Cybersecurity Framework or ISO 27001:2022.
ID.GV.07	Governance	The EETS Provider and its subcontractors shall periodically report cybersecurity status to the Toll Charger.
ID.GV.08	Governance	The EETS Provider and its subcontractors shall establish guidelines for the safe use of components in the toll chain. These guidelines should be followed by any administrator with authorised access to components.

3. Financial and operational process requirements

- 3.1 The EETS Provider shall comply with the requirements set out in this article 3 and shall in any case implement the requirements set out in this article 3 on its financial and operational processes.
- 3.2 The EETS Provider shall implement measures to establish that the On-Board Equipment complies with the requirements set out in [article 34.8](#) of this EETS Domain Statement and in this Annex VII in particular, but not limited to, measures to ensure that primary recording of Driven Kilometres by On-Board Equipment meets the reliability and accuracy requirements imposed on it. As part of the Assurance Statement, the external auditor shall establish that a Certificate of Accreditation has been obtained for the On-Board Equipment deployed by the EETS Provider in the EETS Domain Heavy Goods Vehicle Charge and that the On-Board Equipment complies with the requirements set out in [article 34.8](#) of this EETS Domain Statement and with the requirements set out in this Annex VII.
- 3.3 The EETS Provider shall take measures to establish that the recording, monitoring and reporting of how and to what extent the EETS Provider complies with the requirements and obligations under this EETS Domain Statement and the EETS Agreement referred to in [article 17.2](#) and [article 18.3](#) of the EETS Domain Statement, is done correctly, completely and in a timely manner.
- 3.4 The EETS Provider shall take measures to adjust the Vehicle Classification Parameters, Tariff Category and Toll Tariff for its Contracted Holders in accordance with [article 27.7](#) of the EETS Domain Statement and Laws and Regulations to be correctly determined and periodically redetermined in accordance with Laws and Regulations.
- 3.5 The EETS Provider shall take measures to ensure that the financial accountability of the Heavy Goods Vehicle Charge is accurate, complete and timely, including at least the following measures:
- (i) measures to establish that the Heavy Goods Vehicle Charge at the Tariff applicable to the relevant Truck and in accordance with [article 28](#) and article 6 of the Heavy Goods Vehicle Charge Act is calculated. To this end, the EETS Provider shall establish an internal control system to ascertain at each step in the process of registration, collection and remittance of the Heavy Goods Vehicle Charge that the revenues are accounted for correctly, completely and in a timely manner;
 - (ii) measures in the form of audits of the EETS Provider's financial statements, checking the process of registration, collection and remittance of the Heavy Goods Vehicle Charge, as well as the relationship with the fee to be received by the EETS Provider from the Toll Charger pursuant to [article 39](#) of this EETS Domain Statement and the bank guarantee referred to in [article 38](#) of this EETS Domain Statement.
- 3.6 The EETS Provider shall implement measures to establish that:
- (i) the position data - and therefore the kilometres - from the On-Board Equipment are transmitted to the EETS Provider's back office in a timely, complete and accurate manner;
 - (ii) the position data received in the EETS Provider's back office from the On-Board Equipment is correctly, completely and in a timely manner translated via map-matching into the correct and complete number of kilometres;
 - (iii) the Calculated Heavy Goods Vehicle Charge is invoiced fully and correctly to Contracted Holders, subject to section 8 of the Heavy Goods Vehicle Charge Act and [article 27](#) of this EETS Domain Statement;
 - (iv) Toll Notifications within the payment period referred to in [article 36.4](#) of this EETS Domain Statement, result in a remittance of the Heavy Goods Vehicle Charge due to the Toll Charger.

VIII. On-Board Equipment

This annex of the EETS Domain Heavy Goods Vehicle Charge Statement sets out the requirements to be met by the On-Board Equipment used by EETS Providers to provide service in the EETS Domain Heavy Goods Vehicle Charge.

1. Positioning technology

On-Board Equipment shall use GNSS for positioning and shall be compatible with the positioning services provided by Galileo and EGNOS.

2. Additional communication technologies

The security and quality of service by the EETS Provider and the privacy of the Contracted Holder shall be ensured if the On-Board Equipment also uses communication technologies other than GNSS, mobile communications and DSRC.

3. Data exchange

All data exchange between On-Board Equipment and the EETS Provider's systems shall take place Over-the-Air via mobile communication networks.

4. Mobile communication

Mobile communications shall use the data network whose operation in the Netherlands is guaranteed for a sufficiently long period of time. If decommissioning of a mobile communication network is planned, the (Candidate) EETS Provider shall anticipate this in advance and submit a robust migration plan to the Toll Charger that prevents the Contracted Holders from no longer being able to use EETS Provider services.

5. Buffer capacity

The On-Board Equipment shall be able to buffer at least 24 hours of movement data when no communication is possible with the mobile communication network.

If no more data can be buffered and no connection to the mobile communication network is possible, the On-Board Equipment shall display the status as NoGo.

6. Security

All data exchange between On-Board Equipment and EETS Provider systems shall be secured so that only the intended receiver and transmitter can see it.

7. Conformity check

On-Board Equipment shall support real-time transactions for conformity checking with DSRC, in accordance with ISO 12813:2024.

8. Start-up time

On-Board Equipment shall operate properly and be able to determine its position accurately within a maximum of 60 seconds after it has been switched on, or after the GNSS signal has been interrupted.

9. Battery life

The On-Board Equipment shall remain in operation for at least three hours after the termination of the power supply from the Truck to the On-Board Equipment ("battery mode"). The On-Board Equipment shall perform at least the following functions in battery mode:

- a. *DSRC interface,*
- b. *location recording,*
- c. *data transmission to the EETS Provider.*

10. Obstruction Toll Service

If the On-Board Equipment facilitates services other than Heavy Goods Vehicle Charge, they shall not interfere with the operation of the Heavy Goods Vehicle Charge.

11. Tachographs

On-Board Equipment shall not affect the operation of the tachograph.

12. Control operation On-Board Equipment

The EETS Provider shall inform the Holder through the On-Board Equipment whether the On-Board Equipment is ready to operate properly.

13. Personalisation

The EETS Provider shall personalise the On-Board Equipment, in accordance with the content of Service Agreement and submitted Vehicle documents, with the following attributes:

- *EFC-ContextMark*
- *EquipmentOBUId*
- *PaymentMeans*
- *VehicleLicensePlateNumber*
- *VehicleClass*
- *LocalVehicleClassId*
- *VehicleWeightLimits*
- *VehicleSpecificCharacteristics*

The EETS Provider shall personalise the attributes "VehicleWeightLimits" and "VehicleSpecificCharacteristics" with the Vehicle Classification parameters relevant for Rate determination.

The EETS Provider shall personalise the attribute "LocalVehicleClassId" based on the Vehicle Classification parameters relevant for Tariff determination and in accordance with Toll Context Data.

The EETS Provider shall ensure that the following attributes are maintained by the On-Board Equipment in accordance with reality:

- *ActiveContexts*
- *OBEStatusHistory*
- *ExtendedOBUStatusHistoryPart1*
- *ExtendedOBUStatusHistoryPart2*
- *CommunicationStatus*
- *GnssStatus*

All these attributes will be read by the Toll Charger's Roadside Equipment in accordance with ISO 12813:2024.

14. Control personalisation

The EETS Provider shall ensure that the Holder can verify through the On-Board Equipment that the On-Board Equipment belongs to the Truck.

15. Informing road users

The EETS Provider shall indicate with a clear notification via the On-Board Equipment when the Holder no longer has a valid Service Agreement.

16. Positioning accuracy

The EETS Provider shall ensure that the recorded Road Segments of Trucks with On-Board Equipment using the Chargeable Road Network is equal to the Road Segments actually driven by the Truck.

17. Recording incidents and error messages

The EETS Provider shall record all incidents and error messages that take place in relation to kilometre registration by the On-Board Equipment and ensures that these are viewable by the Toll Charger.

18. Capturing usage data

The EETS Provider shall record all activities that take place in relation to sending On-Board Equipment usage data (inbound and outbound) and ensures that these are viewable by the Toll Charger.

19. Faulty On-Board Equipment

The EETS Provider shall ensure that annually no more than 1% of its Contracted Holders' Trucks cannot use the EETS Provider's service due to faulty On-Board Equipment.

20. Measures in case of fraud

The EETS Provider shall detect disruption to the proper operation of On-Board Equipment through the On-Board Equipment Proxy combination. In any case, disruption means:

- a. disabling;
- b. spoofing;
- c. jamming;
- d. shielding;
- e. tampering/software hacking.

The EETS Provider shall inform the Contracted Holder of the relevant On-Board Equipment of the disruption.

IX. Performance regime

1. Obligation to remedy

- 1.1 If the EETS Provider fails to comply with any requirement or obligation imposed on it under this EETS Domain Statement or the EETS Agreement, the EETS Provider shall remedy this within a reasonable time.
- 1.2 For breaches of contract regarding requirements or obligations under the KPIs referred to in Table I of article 2 of this Annex IX, the Performance Discount may be imposed immediately and without a notice of default.
- 1.3 For breaches of contract relating to requirements or obligations of Category 1 (Category I Breaches of contract) and Category 2 (Category II Breaches of contract) referred to in Table II of article 3 of this Annex IX, the Toll Charger shall send a notification to the EETS Provider in which the Toll Charger shall include a reasonable Remedy Period as referred to in this article 1 of this Annex IX.
- 1.4 For breaches of contract relating to requirements or obligations of Category 1 (Category I Breaches of contract) referred to in Table II of article 3 of this Annex IX, the Remedy Period shall be two Calendar Days, unless adjusted in accordance with the provisions of article 1.7 of this Schedule IX.
- 1.5 For breaches of contract concerning requirements or obligations of category 2 referred to in Table II (Category II Breaches of contract) of article 3 of this Annex IX, the Remedy Period shall be fourteen Calendar Days, unless adjusted in accordance with the provisions of article 1.7 of this Schedule IX.
- 1.6 If the EETS Provider has not complied with the requirements or obligations referred to in Category 1 of Table II (Category I breaches) or Category 2 of Table II of article 3 of this Annex IX within the Remedy Period, a new Remedy Period for the relevant obligation or requirement equal to 50% of the original Remedy Period shall apply. Each time the EETS Provider has not complied with the relevant requirements or obligations within the new Remedy Period, a Remedy Period equal to 50% of the original Remedy Period will again apply, unless the Remedy Period is adjusted in accordance with the provisions of article 1.7 of this Annex IX.
- 1.7 The Toll Charger shall be permitted to extend or shorten the Remedy Period referred to in article 1.4, article 1.5 and article 1.6 of this Annex IX, provided that the Toll Charger does not have to set a Remedy Period in the event that recovery is not possible.

2. Performance Discount

- 2.1 Upon an event or circumstance falling under a category listed in Table I, the Toll Charger may set a Performance Discount as listed in Table I under that category.

Table I.

Category:	Event or circumstance:	Performance Discount:
KPIs		
1.	A breach of contract by the EETS Provider that entails that the EETS Provider has not met the target service level of KPI 1 of Annex X (Key Performance Indicators) of the EETS Domain Statement.	€ 2,500 per week.
2.	A breach of contract by the EETS Provider that entails that the EETS Provider has not met the target service level of KPI 2 of Annex X (Key Performance Indicators) of the EETS Domain Statement.	€ 2,500 per week.
3.	A breach of contract by the EETS Provider that entails that the EETS Provider has not met the target service level of KPI 3 of Annex X (Key Performance Indicators) of the EETS Domain Statement.	€ 30 per On-Board Equipment incorrectly not listed on the Blacklist.

Category:	Event or circumstance:	Performance Discount:
4.	A breach of contract by the EETS Provider that entails that the EETS Provider has not met the target service level of KPI 4 of Annex X (Key Performance Indicators).	€ 30 per On-Board Equipment incorrectly listed on the Blacklist.
5.	A breach of contract by the EETS Provider that entails that the EETS Provider has not met the target service level of KPI 5 of Annex X (Key Performance Indicators).	€ 30 per On-Board Equipment incorrectly not listed on the Whitelist.
6.	A breach of contract by the EETS Provider deficiency that entails that the EETS Provider has not met the target service level of KPI 6 of Annex X (Key Performance Indicators).	€ 1,500 per month.
7.	A breach of contract by the EETS Provider that entails that the EETS Provider has not met the target service level of KPI 7 of Annex X (Key Performance Indicators).	€ 500 per month.

2.2 A breach of contract by with respect to the requirements and obligations listed per KPI in [Annex X](#) of this EETS Domain Statement under “description and purpose”, a Performance Discount can only be imposed if the EETS Provider does not meet the target service level. This is without prejudice to the EETS Provider’s obligation to remedy referred to in article 1.1 of this Annex IX. The Toll Charger shall, after it has been determined that the target service level has not been met, provide a reasonable time for rectification of any breaches in respect of the requirements and obligations stated under “Description and Purpose” per KPI in [Annex X](#) of this EETS Domain Statement. If the EETS Provider has not complied with these requirements or obligations within the Remedy Period, the Toll Charger may impose a Penalty Point Correction in accordance with category 1 of Table II of article 3 of this Attachment IX.

2.3 Performance Discount amounts are indexed in accordance with the Indexation Formula.

3. Penalty Point Correction

3.1 The Penalty Point Correction is a correction in event that the Toll Charger sets Penalty Points and is calculated as $P \times Q$:

P	Q
€ 2,000 / Penalty Point	The number of Penalty Points determined in accordance with article 35.2 of the EETS Domain Statement.

3.2 For an event or circumstance falling under a category listed in Table II, the Toll Charger may determine Penalty Points as listed in Table II under that category. If more than one requirement or obligation is not met, each requirement or obligation that is not met shall be considered as a separate breaches and thus the applicable Penalty Points may be determined for each requirement or obligation.

Table II.

Category:	Event or circumstance:	Penalty points:
CATEGORY I BREACHES OF CONTRACT		
1.	<p>A breach of contract by the EETS Provider which entails that the Remedy Period referred to in article 1.4 of this Annex IX, has expired and the EETS Provider has not complied with the following requirements and obligations of this EETS Domain Statement:</p> <ul style="list-style-type: none"> a. Requirement 7 of Annex VIII (Conformity check); b. Requirement 8 of Annex VIII (Start-up time); c. Requirement 9 of Annex VIII (Battery life); d. Requirement 12 of Annex VIII (Control); e. Requirement 13 of Annex VIII (Personalisation); f. Requirement 18 of Annex VIII (Capture usage data); g. Requirement 20 of Annex VIII (Measures in case of fraud); h. Article 15.9 of this EETS Domain Statement (implementing changes); i. Article 27.15 of this EETS Domain Statement (prohibition of discounting); j. Article 32.5 of this EETS Domain Statement (Holder Details message), other than responding within one minute of receiving the request; k. Article 33.2 of this EETS Domain Statement (full payment for defects Payment Announcement); l. Article 34.7 section (ii) of this EETS Domain Statement (Service Description Data exchange), to the extent that it is not in accordance with the requirements and obligations referred to in Category 1 Breaches of contract; m. Article 36.1 of this EETS Domain Statement (period payment obligation); n. Article 36.3 of this EETS Domain Statement (condition payment obligation); o. Article 36.4 of this EETS Domain Statement (deadline payment obligation); p. Article 36.5 of this EETS Domain Statement (Payment obligation in case of Toll Notification correction); q. Annex V (Data Protection); r. Annex VI (Intellectual Property Rights); and s. Annex VII (Risk Management, Data Management, Information Security and operational and financial processes.); or t. failure to comply with the Remedy Period referred to in article 2.2 of this Annex IX. 	5
CATEGORY II BREACHES OF CONTRACT		
2	<p>A breach of contract by by the EETS Provider which entails that the Remedy Period referred to in article 1.5 of this Annex IX, of this Annex has expired and the EETS Provider has not complied with the requirements and obligations of this EETS Domain Statement and the EETS Agreement, other than a breach of contract referred to in categories 1 to 7 of Table I of article 2 of this Annex IX, or a breach of contract referred to in Category 1 of this Table II of this Article 3 of this Annex IX.</p>	1
CATEGORY III OTHER		
3	<p>A breach of contract by the EETS provider that entails that the EETS provider has not complied with the requirements and obligations of this EETS Domain statement and the EETS Agreement as referred to in category 1 and 2 of this Table II in this article 3 of this Annex IX within a new Remedy Period as referred to in article 1.6 of this Annex IX.</p>	The number of Penalty Points mentioned above under Category 1 and Category 2 plus 1.

- 3.3 If a breach of contract by an EETS Provider's falls within more than one Table II category at the same time, the Toll Charger can only determine Penalty Points in respect of one category, with the category within which the highest number of Penalty Points can be determined.
- 3.4 The Toll Charger may re-establish Penalty Points for a breach of contract by EETS Provider that successively falls within Category 1 or Category 2 of Table II, and re-establish Penalty Points according to Category 3 of Table II in each case if a breach of contract by an EETS Provider is not rectified within a subsequent Remedy Period.
- 3.5 In case Penalty Points have been determined for a breach of contract by an EETS Provider and this breach is repeated within the same or the succeeding Calendar quarter and falls within the same category of Table II, the Toll Charger may re-determine the same number of Penalty Points as last determined plus 1 (one) and so on.
- 3.6 The amount per Penalty Point is indexed in accordance with the Indexation Formula.

X. Key Performance Indicators

1. KPI 1: Sending a Toll Notification

Description and purpose

Pursuant to [article 32.1](#) of the EETS Domain Statement, the EETS Provider shall send a Toll Notification to the Toll Charger for each Toll Trip.

The purpose of KPI 1 is to monitor whether the EETS Provider sends Toll Notifications, where the following requirements and obligations are met:

- [article 32.1](#) of this EETS Domain Statement, insofar as it concerns the sending of a Toll Notification;
- [article 30.1](#) introductory phrase and part (ii) of this EETS Domain Statement, insofar as it relates to the sending of a Toll Notification.

The Toll Charger shall check this by comparing the observations of Trucks on Road Segments of the Chargeable Road Network that have been done in light of enforcement with Toll Notifications sent by the EETS Provider to the Toll Charger. When a Truck has been observed on a Road Segment of the Chargeable Road Network, the EETS Provider must have sent a Toll Notification for the presence of that Truck on the Chargeable Road Network.

If the observation of a Truck described above can be linked to a Toll Notification sent by the EETS Provider by the same Truck, then the EETS Provider shall be deemed to have sent a Toll Notification. The KPI does not measure whether the Toll Notification meets the other requirements for the content of the Toll Notification.

Target service level

Whether (the target of) this KPI 1 is met is determined by comparing the service level provided by the EETS Provider with the target service level. The target service level of this KPI 1 is 99.90%. If the service level delivered is lower than 99.90%, the EETS Provider has not achieved the target service level and has therefore not met this KPI 1. The rounding of the percentage is done on a two-digit decimal basis.

The service level provided by the EETS Provider is determined by calculating the following percentage:

- I Number of observations for which Toll Charger received a Toll Notification for the same Truck from the EETS Provider, whose start and end Toll Trip overlap with the time of the observation

divided by
- II Total number of observations for which a Toll Notification must have been sent by the EETS Provider

multiplied by
- III 100.

For determining the target service level of KPI 1, for the total number of observations for which a Toll Notification must have been sent by the EETS Provider, only observations where well-functioning On-Board Equipment has been detected (status GO, in accordance with ISO 12813:2024) are used, otherwise the observation is not part of the number of observations.

A Toll Trip shall be linked to an observation if this Toll Trip is successfully reported to the Toll Charger no more than five Calendar Days after the observation. Toll Trips reported later than this are disregarded for this KPI.

The Toll Charger shall record the data to determine the service level daily and shall determine the service level weekly. The Toll Charger shall notify the EETS Provider of the service level achieved and whether or not the target service level has been achieved.

Performance Discount

If the EETS Provider has not achieved the target service level of this KPI 1 and has therefore not met this KPI 1, the Toll Charger will charge a Performance Discount in accordance with the provisions of article 1.2 and article 2 of [Annex IX](#) of this EETS Domain Statement.

2. KPI 2: The accuracy and completeness of a reported Toll Trip (Toll Detection Percentage B)

Description and purpose

Pursuant to [requirement 16 in Annex VIII](#) of this EETS Domain Statement requires, the EETS Provider shall ensure that the number of recorded Road Segments with the Truck's On-Board Equipment using the Chargeable Road Network is equal to the Road Segments actually driven by the Truck.

The purpose of this KPI is to monitor the accuracy and completeness of Toll Trips reported by the EETS Provider, where the following requirements and obligations are met:

- [requirement 16 in Annex VIII](#) of this EETS Domain Statement; and
- [article 34.7](#) section (ii) of this EETS Domain Statement, to the extent that the Service Description Data exchange is complied with in the context of the requirements and obligations listed in this KPI 2.

The Toll Charger shall randomly check the accuracy and completeness of the Toll Trips reported by the EETS Provider. This also measures the accuracy of the GNSS position data in combination with the map-matching functionality and the correct calculation of the Heavy Goods Vehicle Charge charged to the user.

For each EETS Provider, the Toll Charger shall randomly select 10% of the Toll Notifications sent by the EETS Provider and requests the corresponding Toll Trip Declarations. Pursuant to [article 32.4](#) of the EETS Domain Statement, the EETS Provider shall provide the Toll Trip Declaration upon a request by the Toll Charger. The 10% sample checks are randomly selected from the total number of Toll Trips per EETS Provider. An observation shall only be used if it has detected functioning On-Board Equipment (status GO, in accordance with ISO 12813:2024).

For each Toll Trip Declaration, the Toll Charger shall check a number of conditions for this KPI:

- All Road Segments included in the Toll Trip Declaration are part of the Chargeable Road Network;
- The total length of all Road Segments included in the Toll Trip Declaration in kilometres corresponds to the distance specified for the Toll Trip in kilometres;
- The Calculated Heavy Goods Vehicle Charge for the Toll Trip is correct;
- If the Toll Trip can be linked to one or more observations, the Road Segments where the observations were made are actually included in the Toll Trip Declaration.

Target service level

Whether (the target of) this KPI is met is determined by the target service level. The target service level of this KPI is 99.90%. Whether this KPI is met is determined by comparing the service level delivered by the EETS Provider with the target service level. If the service level delivered is lower than 99.90%, the EETS Provider has not achieved the target service level and has therefore not met this KPI. The rounding of the percentage is based on two decimal places.

The service level provided by the EETS Provider is determined by calculating the following percentage:

I Number of Toll Trip Declarations meeting the above conditions

divided by

II Number of Toll Trip Declarations checked in the regional test

multiplied by

III 100.

The Toll Charger shall record the data to determine the service level on a daily basis and shall determine the service level on a weekly basis. The Toll Charger shall notify the EETS Provider of the service level achieved.

Performance Discount

If the EETS Provider has not achieved the target service level of this KPI 2 and therefore has not met this KPI, the Toll Charger shall charge a Performance Discount in accordance with the provisions of article 1.2 and article 2 of [Annex IX](#) of this EETS Domain Statement.

3. KPI 3: Blacklist quality A

Description and purpose

Pursuant to [article 31.1](#) section (ii) of this EETS Domain Statement, the EETS Provider shall maintain and transmit to the Toll Charger a list of invalid or defective On-Board Equipment (Blacklist). Pursuant to [article 31.4](#) of this EETS Domain Statement, the EETS Provider shall guarantee the continued accuracy and completeness of the Blacklist.

The purpose of this KPI is to ensure the accuracy and completeness of Blacklists transmitted by the EETS Provider, with the following items met:

- [article 31.1](#) section (ii) of this EETS Domain Statement as far as the maintenance of a Blacklist is concerned;
- [article 31.4](#) of this EETS Domain Statement; and
- [article 34.7](#) section (ii) of this EETS Domain Statement, to the extent that the Service Description Data exchange is complied with in the context of the requirements and obligations listed in this KPI 3.

The accuracy and completeness of Blacklist reports sent by the EETS Provider to the Toll Charger is measured by comparing observations of Trucks where On-Board Equipment data could be read with the Blacklist. On-Board Equipment with NOGO status (in accordance with ISO 12813:2024) must appear in the Blacklist reports sent by the EETS Provider to the Toll Charger.

Target service level

Whether (the target of) this KPI is met is determined by comparing the service level provided by the EETS Provider with the target service level. The target service level of this KPI is 100%. If the service level delivered is less than 100%, the EETS Provider has not achieved the target service level and has therefore not met this KPI. The rounding of the percentage is based on two decimal places.

The service level provided by the EETS Provider is determined by calculating the following percentage:

- I Number of On-Board Equipment with a NOGO status that is on the EETS Provider's Blacklist

divided by
- II Number of Trucks observed per day with On-Board Equipment from the EETS Provider where the status is NOGO (red signal)

multiplied by
- III 100.

On-Board Equipment that is neither Blacklisted nor Whitelisted is not included in the KPI.

The Toll Charger shall record the data to determine the service level on a daily basis and shall determine the service level on a weekly basis. The Toll Charger shall notify the EETS Provider of the service level achieved.

Performance Discount

If the EETS Provider has not achieved the target service level of this KPI and therefore has not met this KPI, the Toll Charger shall charge a Performance Discount in accordance with the provisions of article 1.2 and article 2 of [Annex IX](#) of this EETS Domain Statement.

4. KPI 4: Blacklist quality B

Description and purpose

Pursuant to [article 31.1](#) section (ii) of this EETS Domain Statement, the EETS Provider shall maintain and send to the Toll Charger a list of invalid or defective On-Board Equipment (Blacklist). Pursuant to [article 31.4](#) of this EETS Domain Statement, the EETS Provider shall guarantee the continued accuracy and completeness of the Blacklist. This means that no On-Board Equipment with a GO status may be observed that is on the Blacklist at the time of observation.

The aim of this KPI is to ensure the accuracy and completeness of Blacklist notifications sent by the EETS Provider to the Toll Charger, with the following items met:

- [article 31.1](#) section (ii) of this EETS Domain Statement as far as the maintenance of a Blacklist is concerned;
- [article 31.4](#) of this EETS Domain Statement; and
- [article 34.7](#) section (ii) of this EETS Domain Statement, to the extent that the Service Description Data exchange is complied with in the context of the requirements and obligations listed in this KPI 4.

The EETS Provider will not meet this KPI if On-Board Equipment of the EETS Provider is observed with a status GO (as per ISO 12813:2024) and this On-Board Equipment is listed on the Blacklist at the time of observation.

The accuracy and completeness of Blacklist reports sent to the Toll Charger is measured by comparing observations of Trucks where On-Board Equipment data could be read against the Blacklist. On-Board Equipment that is neither Blacklisted nor Whitelist is not included in the KPI.

Target service level

Whether (the target of) this KPI is met is determined by comparing the service level provided by the EETS Provider with the target service level. The target service level of this KPI is 0%. If the service level delivered is higher than 0%, the EETS Provider has not achieved the target service level and has therefore not met this KPI. The rounding of the percentage is based on two decimal places.

The service level provided by the EETS Provider is determined by calculating the following percentage:

I Number of Trucks observed per day with On-Board Equipment from the EETS Provider where the status is GO

divided by

II Number of On-Board Equipment of the EETS Provider on the EETS Provider's Blacklist

multiplied by

III 100.

The Toll Charger shall record the data to determine the service level on a daily basis and shall determine the service level on a weekly basis. The Toll Charger shall notify the EETS Provider of the service level achieved.

Performance Discount

If the EETS Provider has not achieved the target service level of this KPI and therefore has not met this KPI, the Toll Charger shall charge a Performance Discount in accordance with the provisions of article 1.2 and article 2 of [Annex IX](#) of this EETS Domain Statement.

5. KPI 5: Whitelist quality

Description and purpose

Pursuant to [article 31.1](#) section (i) of this EETS Domain Statement, the EETS Provider shall maintain and send a customer list (Whitelist) to the Toll Charger. Pursuant to [article 31.4](#) of this EETS Domain Statement, the EETS Provider shall guarantee the ongoing accuracy and completeness of the Whitelist.

The purpose of this KPI is to ensure the accuracy and completeness of the Whitelists sent from the EETS Provider, where the following items are met:

- [article 31.1](#) section (i) of this EETS Domain Statement, as far as the maintenance of a Whitelist is concerned;
- [article 31.4](#) of this EETS Domain Statement; and
- [article 34.7](#) section (ii) of this EETS Domain Statement, to the extent that the Service Description Data exchange is complied with in the context of the requirements and obligations listed in this KPI 5.

The accuracy and completeness of the Whitelists sent is measured by comparing observations of Trucks where the On-Board Equipment data could be read with the Whitelist. On-Board Equipment with status GO (in accordance with ISO 12813:2024) must appear on the Whitelists sent by the EETS Provider to the Toll Charger.

Target service level

Whether (the target of) this KPI is met is determined by comparing the service level provided by the EETS Provider with the target service level. The target service level of this KPI is 100%. If the service level delivered is less than 100%, the EETS Provider has not achieved the target service level and has therefore not met this KPI. The rounding of the percentage is based on two decimal places.

The service level provided by the EETS Provider is determined by calculating the following percentage:

- I Number of 'On-Board Equipment with a GO status that is on the EETS Provider's Whitelist

divided by
- II Number of Trucks observed per day with On-Board Equipment from the EETS Provider where the status is GO

multiplied by
- III 100.

The Toll Charger shall record the data to determine the service level on a daily basis and shall determine the service level on a weekly basis. The Toll Charger shall notify the EETS Provider of the service level achieved.

Performance Discount

If the EETS Provider has not achieved the target service level of this KPI and therefore has not met this KPI, the Toll Charger shall charge a Performance Discount in accordance with the provisions of article 1.2 and article 2 of [Annex IX](#) of this EETS Domain Statement.

6. KPI 6: Timeliness of Toll Notification

Description and purpose

Pursuant to [article 32.1](#) of this EETS Domain Statement, the EETS Provider shall send a Toll Notification within twenty-four hours of the end of a Toll Trip by a Truck. The purpose of this KPI is to verify that the EETS Provider sends the Toll Notification to the Toll Charger within the specified timeframe, complying with [article 32.1](#) of this EETS Domain Statement, as far as the timeliness of the Toll Notification is concerned.

The Toll Charger shall compare the time stamp of the end of each Toll Trip with the time when the Toll Notification was received by the Toll Charger.

Target service level

Whether (the target of) this KPI is met is determined by comparing the service level provided by the EETS Provider with the target service level. The target service level of this KPI is 99%. If the service level delivered is lower than 99%, the EETS Provider has not achieved the target service level and has therefore not met this KPI. The rounding of the percentage is based on two decimal places.

The service level provided by the EETS Provider is determined by calculating the following percentage:

- I Number of timely Toll Notifications

divided by
- II Total number of Toll Notifications

multiplied by
- III 100.

The Toll Charger shall record the data to determine the service level on a daily basis and shall determine the service level on a monthly basis. The Toll Charger shall notify the EETS Provider of the service level achieved.

Periods of agreed system downtime shall be excluded from this KPI calculation. If the required interface is disabled due to the Toll Charger, Toll Notifications shall be excluded from the KPI calculation during this period.

Performance Discount

If the EETS Provider has not achieved the target service level of this KPI and therefore has not met this KPI, the Toll Charger will charge a Performance Discount in accordance with the provisions of [article 1.2](#) and [article 2 of Annex IX](#) of this EETS Domain Statement.

7. KPI 7: Availability for requests by the Toll Charger

Description and purpose

Pursuant to [article 30.1](#) section (viii) and part (ix) of this EETS Domain Statement, the EETS Provider shall be able to receive a request from the Toll Charger for Holder Details and Toll Trip Declarations from its back office. Pursuant to [article 32.4](#) and [article 32.5](#) of this EETS Domain Statement, the EETS Provider shall provide Holder Details and Toll Trip Declarations when requested by the Toll Charger. The Service Description Data Exchange stipulates that the EETS Provider must respond within one minute to a request from the Toll Charger to send Holder Data and Toll Trip Statements.

The purpose of this KPI 7 is to monitor whether the EETS Provider receives the Toll Charger's requests for Holder Data and Toll Trip Declarations and responds to a request within the specified timeframes, complying with the following items:

- [article 30.1](#) section (viii) and part (ix) of this EETS Domain Statement, insofar as it relates to receiving the requests Holder Details and Toll Trip Declarations;
- [article 32.4](#) of this EETS Domain Statement insofar as it concerns responding within one minute of the Toll Charger's request being received by the EETS Provider;
- [article 32.5](#) of this EETS Domain Statement, insofar as it concerns to responding within one minute of receipt of the Toll Charger's request by the EETS Provider; and
- [article 34.7](#) section (ii) of this EETS Domain Statement, to the extent that the Service Description Data exchange is complied with in the context of the requirements and obligations listed in this KPI 7.

This KPI does not measure whether the content of the Toll Trip Declarations and Holder Details provided meets the requirements.

Periods of agreed system downtime are excluded from the KPI calculation. If the interface is down because of the Toll Charger, this period shall be excluded from the KPI calculation.

Target service level

Whether (the target of) this KPI is met shall be determined by comparing the service level achieved by the EETS Provider with the target service level.

The service level provided by the EETS Provider is determined by calculating the following percentage:

- I Number of timely responses to requests Holder Details and Toll Trip Declaration
divided by
- II Total number of responses to Holder Details and Toll Trip Declaration requests
multiplied by
- III 100.

The Toll Charger shall record the data to determine the service level daily and shall determine the service level monthly. The Toll Charger shall notify the EETS Provider of the service level achieved and whether or not the target service level has been achieved.

Performance Discount

If the EETS Provider has not achieved the target service level of this KPI and therefore has not met this KPI, the Toll Charger will charge a Performance Discount in accordance with the provisions of article 1.2 and article 2 of [Annex IX](#) of this EETS Domain Statement.

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