



AGÊNCIA DE TRANSPORTE DO ESTADO DE SÃO PAULO

Annex 04 –Rodoanel Norte Lot

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## **ANNEX 04**

### **TARIFF STRUCTURE AND FREE FLOW**

**SPONSORED CONCESSION OF PUBLIC SERVICES OF OPERATION, MAINTENANCE AND MAKING OF INVESTMENTS NECESSARY FOR EXPLORATION OF THE ROAD SYSTEM CALLED RODOANEL NORTE LOT**

## 1. PRESENTATION

- 1.1. The purpose of this ANNEX is to define the conditions and rules that shall govern the TARIFF STRUCTURE relevant to the CONCESSION, as well as to regulate the automatic collection mechanism through FREE FLOW.
- 1.2. The CONCESSIONAIRE will be responsible for implementing, maintaining and managing the FREE FLOW system, consisting of equipment, sensors and systems installed in gantries along the ROAD SYSTEM, which records the vehicle's passage for toll collection without the need to stop the vehicle and without physical blocks.
- 1.3. The FREE FLOW must allow the identification of entrance and exit points for each USER, so that the TOLL TARIFF is charged in accordance with the following TOLL COVERAGE SECTION (TCP), observing the discipline set out in item5:

**TABLE 1 - LIST OF TCPS**

TCP	Runway	Billing Type	Entrance Pile	Entrance Reference	Exit Pile	Exit Reference	Extension
1	Internal	Gantry – free flow	1000	West stretch of Rodoanel/Av. Raimundo Pereira de Magalhaes	4217	Rod. Fernão Dias	19.29
2	Internal	Gantry – free flow	4217	Rod. Fernão Dias	6597	East Stretch of Rodoanel/Rod. Pres. Dutra	26.56
3	Internal	Gantry – free flow	1000	West stretch of Rodoanel/Av. Raimundo Pereira de Magalhaes	6597	East Stretch of Rodoanel/Rod. Pres. Dutra	45.85
4	External	Gantry – free flow	1000	East Stretch of Rodoanel/Rod. Pres. Dutra	4218	Rod. Fernão Dias	26.56
5	External	Gantry – free flow	4218	Rod. Fernão Dias	6597	West stretch of Rodoanel/Av. Raimundo Pereira de Magalhaes	19.29.
6	External	Gantry – free flow	1000	East Stretch of Rodoanel/Rod. Pres. Dutra	6597	West stretch of Rodoanel/Av. Raimundo Pereira de Magalhaes	45.85

## 2. COLLECTION OPERATIONAL SYSTEM

- 2.1. The FREE FLOW collection operational system must include, at least:
  - 2.1.1. Gantry to be located at the access to the highway that does not prevent the entrance or exit of any type of vehicle that has no controlled use;
  - 2.1.2. Fixed radar for each lane that is part of the respective access;
  - 2.1.3. Axle's sensors (identifying and registering the axles that touch the ground and those that do not), to identify vehicles that use the respective access;
  - 2.1.4. Video registration system with the function of optical character recognition (OCR) that is capable of registering the information of both the rear and the front plates, of the vehicles that use the respective access;
  - 2.1.5. Collection system that enables electronic payment, using AVI and/or other available technology, ensuring interoperability with the systems currently implemented, in accordance with the relevant regulations of ARTESP;
  - 2.1.6. Signaling system that allows the USER to view the TOLL TARIFF value, according to item 2.7 below.
- 2.2. The gantries must house the necessary equipment to register the entrance and exit of USERS from the ROAD SYSTEM, as well as to enable the functionalities required within the scope of the collection system.
- 2.3. The gantries must be protected with road containment devices in order to comply with the regulations in force and relevant at the time of implementation and the provisions of ANNEX 06.
- 2.4. It will be up to the CONCESSIONAIRE to position the USERS' identification and billing gantries in order to allow billing in accordance with the TCP traveled.
- 2.5. It is forbidden to implement an access or passage control device (gate) at the entries and exits of the ROAD SYSTEM.
- 2.6. The CONCESSIONAIRE shall comply with Ordinance ARTESP No. 97, of December 22, 2020, or current regulations, regarding the regulatory requirements for the implementation, operation and maintenance of the Toll Information Monitoring System.
- 2.7. The signaling system responsible for informing the USER of the current TOLL TARIFF value for a given TCP must, at least, (i) be positioned at the entrances and exits of the ROAD SYSTEM, in each direction of traffic, and (ii) indicate the value of the TOLL TARIFF referent to the CATEGORY 1 for the applicable TCPs.
- 2.8. The CONCESSIONAIRE may suggest different positions from the signaling system, which can only be implemented with the approval of ARTESP.
- 2.9. The CONCESSIONAIRE shall also make available on its website and other relevant platforms (e.g., mobile application) the current TOLL TARIFF values of all CATEGORIES, for each TCP.
- 2.10. The CONCESSIONAIRE shall develop and implement a fully auditable system capable of

making the information generated by the electronic billing systems available to ARTESP, including the identification of infringing vehicles, subject to the provisions of ANNEX 05 and ANNEX 26.

2.10.1. The examination of the records, followed by any issuance of notices of infraction, will be the responsibility of the GRANTING AUTHORITY.

2.10.1.1. ARTESP and the CONCESSIONAIRE may enter into an agreement with the DER to facilitate the transfer of information related to the registration of traffic infractions, including with regards to DEFAULTING USERS, in order to assist in the issuance of infraction notices by the GRANTING AUTHORITY.

2.10.2. The CONCESSIONAIRE shall monitor the quality of the records of infringing vehicles, in order to ensure compliance with the standards and requirements established by the GRANTING AUTHORITY and by ARTESP's technical specifications. Records whose quality compromises their use for the issuance of infraction notices will be discarded, given that the related transactions cannot be accounted for the purposes of the demand risk sharing mechanism disciplined in the AGREEMENT, without prejudice to the application of the sanctions provided for in the AGREEMENT and ANNEX 11.

2.10.2.1. The equipment of the collection system shall store the records for a minimum period of 30 (thirty) days in the GANTRIES, and the CONCESSIONAIRE shall keep the data stored and available to ARTESP for the entire CONCESSION TERM.

2.11. The FREE FLOW system shall operate every day of the week, including Saturdays, Sundays and holidays, 24 (twenty-four) hours a day. The daily downtime for all elements of the system will be recorded for the purpose of calculating the monthly downtime. In cases where equipment is inoperative due to failures, maintenance and/or certification procedures, the procedures, deadlines and other conditions formally established by ARTESP and the GRANTING AUTHORITY must be met.

2.12. The CONCESSIONAIRE may close sections of the lanes under the GANTRIES to carry out maintenance and/or certification procedures, if necessary and upon prior notice to ARTESP, provided that it does not make impossible for users to enter or leave the ROAD SYSTEM.

2.13. The procedures provided for in this ANNEX may be revised, by agreement between the PARTIES and ARTESP, for greater effectiveness, including in the event of the supervenience of a specific rule that provides for a FREE FLOW billing system.

### 3. START OF COMMERCIAL OPERATION

3.1. The CONCESSIONAIRE shall implement a toll system that meets the operational model specified in ANNEXES 05 and 07, promoting its permanent updating and increasing automation, as well as adapting to the policies and programs implemented by the GRANTING AUTHORITY that have an impact on the form of collection of toll tariffs, without prejudice to the other provisions of the AGREEMENT and ANNEXES.

#### Start of Commercial Operation of the billing gantries

3.2. The CONCESSIONAIRE may only request authorization to start the operation of the GANTRIES referring to the segment whose operation will be requested, when:

3.2.1. Has completed the respective investments provided for in the AGREEMENT and

ANNEXES related to the IMPLEMENTATION WORKS of the ROAD SYSTEM, observing the provisions of the AGREEMENT and ANNEXES;

- 3.2.2. Has implemented the respective operational devices of the RODOANEL NORTE, set out in Table 1 of ANNEX 02;
- 3.2.3. Has completed the Initial Program (PI), specified in ANNEX 06;
- 3.2.4. Has completed the necessary investments for the implementation of the collection operating system;
- 3.2.5. Has obtained the necessary licenses for the operation of the respective segment of the ROAD SYSTEM, such as the OPERATION LICENSE;
- 3.2.6. Verify the opening of the CENTRALIZING BANK ACCOUNT, the CONCESSION ADJUSTMENT ACCOUNT and the FREE FLOW ACCOUNT, pursuant to APPENDIX D and APPENDIX E; and
- 3.2.7. Has completed the implementation of the PLATFORM FF.
- 3.3. The gantries, as well as other equipment and systems related to FREE FLOW, must come into operation observing the provisions of ANNEX 05.
- 3.4. The CONCESSIONAIRE shall fully transfer the amounts collected through the collection of the TOLL TARIFF to the CENTRALIZING ACCOUNT, pursuant to APPENDIX D.
  - 3.4.1. The CONCESSIONAIRE agrees that, if it directly receives any values from the collection of the TOLL TARIFF, it must arrange for the deposit of all values received in the CENTRALIZING ACCOUNT within 2 (two) business days from receipt, being prohibited from carrying out compensation for any credits it may have against the GRANTING AUTHORITY or ARTESP.
- 3.5. After receiving the request submitted by the CONCESSIONAIRE, within 30 (thirty) days, (i) ARTESP shall verify the effective fulfillment of the obligations described in the above paragraphs and (ii) the GRANTING AUTHORITY shall carry out the approval based on the information and documents provided by ARTESP.
- 3.6. In case of non-validation regarding the effective fulfillment of the obligations described in the items of item 3.2. above, ARTESP will notify the CONCESSIONAIRE regarding the inconsistencies and inadequacies with their due justifications, and the GRANTING AUTHORITY will be responsible for regularizing and requesting again the authorization to start the operation of the GANTRIES.
- 3.7. The Toll Collection Operating System must comply with all the standards and specifications mentioned in the ANNEXES, especially ANNEX 05.
- 3.8. The CONCESSIONAIRE may, at its sole discretion, request ARTESP to start PARTIAL COMMERCIAL OPERATION of the ROAD SYSTEM with phased activation of the gantries, depending on the progress of the IMPLEMENTATION WORKS, according to the rules defined in the AGREEMENT.
- 3.9. ARTESP shall evaluate the request taking into account the criteria set forth in this ANNEX and in ANNEX 05 and 07 related to the authorization to start the operation of the GANTRIES.

- 3.10. As of the START DATE OF THE PARTIAL COMMERCIAL OPERATION, the values as INSPECTION FEE are due.

#### 4. FUTURE CHANGES

- 4.1. After signing the AGREEMENT, the CONCESSIONAIRE may propose the resizing of the TCP and repositioning of the GANTRIES, as previously and expressly approved by ARTESP, always in accordance with the basic criteria of this ANNEX and without prejudice to the level of services offered to the USER and compliance of the PERFORMANCE INDICATORS established in ANNEX 03.
- 4.2. The CONCESSIONAIRE may propose a variable or dynamic tariff plan, subject to prior approval by ARTESP and, as the case may be, by the GRANTING AUTHORITY, with the aim of optimizing use, inducing demand and improving the fluidity and service levels of the ROAD SYSTEM, observing the principle of isonomy.
- 4.2.1. The terms of any variable or dynamic tariff plans, whether operational, investment, economic-financial, among others, will be agreed between the PARTIES, including any recognition of an economic-financial imbalance.
- 4.3. The variable or dynamic tariff plan may define values different from those provided for in the AGREEMENT for toll tariffs for different categories, days of the week and hours, as well as presenting tariff charges that consider different parameters of the system of charges by axles, such as charging by category, weight and volume, if operationally feasible.
- 4.4. The assessment of any claim for economic and financial rebalancing arising from variable or dynamic tariff plans will take into account the volume of vehicles per equivalent axles and the value of the TOLL TARIFF set for CATEGORY 1.

#### 5. CRITERIA FOR DEFINITION OF TARIFF AND MONETARY UPDATE OF THE AGREEMENT

##### 5.1. Tariff Base

- 5.1.1. TOLL TARIFFS are defined with reference to a base KILOMETRIC TARIFF, defined for the month of September/2021, whose values were considered in the preparation of the economic-financial feasibility study and have as a reference value the equivalent of R\$ 0.14605/ km (zero point one four six zero five reais per kilometer).
- 5.1.2. The billing by the AVI must consider a minimum discount of 5% (five percent) in relation to the value indicated above, considering the rounding rules provided for in the item 9 of this ANNEX.

##### 5.2. Vehicle Classification

- 5.2.1. The determination of the TOLL TARIFF to be charged through the GANTRIES will take into account, in addition to the coverage section, a Tariff Multiplier corresponding to each type of vehicle, as set out in the following table, which categorizes vehicles by type, by the number of axles and the running characteristic.

**TABLE 2 - VEHICLE CLASSIFICATION**



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CAT	TYPE	No. AXLES	RUNNING	MULTIPLIER
1	AUTOMOBILE, PICKUP TRUCK, TRICYCLE AND VAN	2	SIMPLE	1
2	LIGHT TRUCK, MICROBUS, BUS, TRACTOR TRUCK AND VAN	2	DOUBLE	2
3	TRACTOR TRUCK, TRACTOR TRUCK WITH SEMI TOWING AND BUS	3	DOUBLE	3
4	TRUCK WITH TOWING, TRACTOR TRUCK WITH SEMI TOWING	4	DOUBLE	4
5	TRUCK WITH TOWING, TRACTOR TRUCK WITH SEMI TOWING	5	DOUBLE	5
6	TRUCK WITH TOWING, TRACTOR TRUCK WITH SEMI TOWING	6	DOUBLE	6
7	AUTOMOBILE OR PICKUP TRUCK WITH SEMI TOWING	3	SIMPLE	1.5
8	AUTOMOBILE OR PICKUP TRUCK WITH TOWING	4	SIMPLE	2
9	MOTORCYCLE, SCOOTER AND MOTOR BIKE	2	SIMPLE	0.5
-	OFFICIAL VEHICLES OF THE STATE OF SÃO PAULO, ARMED FORCES AND MILITARY POLICE – EXEMPT	-	-	0

## NOTES:

- I. Rear tire running, of the “single” or “supersingle” type, is equivalent to double, for the purposes of the tariff structure defined here.
- II. Without prejudice to the TOLL TARIFF calculated according to the table above, an additional charge will be levied according to the applicable National Traffic Council (“CONTRAN”) rule, depending on the total weight of the vehicles subject to it.

## 5.3. Determination of the value of the TOLL TARIFF

5.3.1. The TOLL TARIFF that will be charged at the GANTRIES and will compose the GROSS TARIFF REVENUE will be determined taking into account the KILOMETRIC TARIFF indicated in Item 5.1.1 above, the extension of the respective TCP traveled by the USER and the Tariff Multiplier corresponding to each category of vehicle, observing the following formula:

## FORMULA 1:

$$TFF_t = TQ_t \times TCP \times Multiplier$$

Where,

$TFF_t$	It is the TOLL TARIFF to be charged to each USER in year $t$ .
$TQ_t$	It is the KILOMETRIC TARIFF indicated in the Item 5.1 above and updated according to Item 5.4.
$TCP$	It is the TOLL COVERAGE STRETCHES as provided in TABLE 1.

*Multiplicador* It is the value stipulated for each vehicle category according to TABLE 2.

#### 5.4. Validity and Tariff Update

5.4.1 The AGREEMENT's Tariffs and monetary update must be preserved.

5.4.2 The TOLL TARIFF values must be adjusted, using the formula and procedures explained below.

#### FORMULA 2:

5.4.3 For the first contractual year, the KILOMETRIC TARIFF will be updated using the following formula:

$$TQ_0 = TQ_{sep/2021} \times \frac{IPCA_0}{IPCA_{sep/2021}}$$

Where,

$TQ_0$	It is the KILOMETRIC TARIFF in the first contractual year
$TQ_{sep/2021}$	It is the KILOMETRIC TARIFF in September/2021, according to Item 5.1.1
$IPCA_0$	It is the IPCA index number <sup>1</sup> of the second month prior to the date of signature of the AGREEMENT
$IPCA_{sep/2021}$	It is <sup>2</sup> the IPCA index number referring to Sep/2021

#### FORMULA 3

5.4.4 The KILOMETRIC TARIFF from the second contractual year will be adjusted using the following formula, the first adjustment being carried out in the first month of the second contractual year, and the others carried out annually from the date of the previous adjustment, without prejudice to the possibility of reducing this term, pursuant to item III of §3rd and §5th of article 28, in conjunction with §1st of article 70 of Law No. 9.069 of June 29, 1995, or extension of the same period, by virtue of a supervening legal institute:

$$TQ_t = TQ_{sep/2021} \times \frac{IPCA_t}{IPCA_{sep/2021}}$$

Where,

$TQ_t$	It is the KILOMETRIC TARIFF in the contractual year t
$TQ_{set/2021}$	It is the KILOMETRIC TARIFF in September/2021, according to 5.4.

<sup>1</sup>December 93 = 100

<sup>2</sup>December 93 = 100

$IPCA_t$  It is the  $IPCA^3$  index number of the second month prior to the adjustment date in the contractual year  $t$

$IPCA_{set/2021}$  It is<sup>4</sup> the  $IPCA$  index number for September/2021

### 5.5. Incidence of Coefficient of Performance of Services Provided (CSP)

5.5.1. The TARIFF REVENUE OWED and the FINANCIAL CONSIDERATION will take into account the incidence of the QUALITY AND PERFORMANCE INDEX (QPI) provided for in ANNEX 03.

5.5.2. The CONCESSIONAIRE shall be entitled to the TARIFF REVENUE OWED, corresponding to the sum of the revenue obtained through the tariff calculated in accordance with Formula 4.

#### FORMULA 4:

$$TFFD_t = TFF_t \times (0,90 + 0,10IQD)$$

Where,

$TFFD_t$  It is the DUE TOLL TARIFF readjusted for year  $t$  of the AGREEMENT  
 $TFF_t$  It is the TOLL TARIFF readjusted for year  $t$  of the AGREEMENT  
 $IQD$  It is the QUALITY AND PERFORMANCE INDEX (QPI) provided for in Annex 3

5.5.3. The CONCESSIONAIRE shall be entitled to the EFFECTIVE AVAILABILITY PAYMENT, corresponding to the application of the QPI on the AVAILABILITY PAYMENT OWED, in accordance with Formula 5:

#### FORMULA 5:

$$CPE_t = CPF_t \times (0,90 + 0,10IQD)$$

Where,

$CPE_t$  It is the EFFECTIVE AVAILABILITY PAYMENT readjusted for year  $t$  of the AGREEMENT  
 $CPF_t$  It is the AVAILABILITY PAYMENT OWED adjusted for year  $t$  of the AGREEMENT  
 $IQD$  It is the QUALITY AND PERFORMANCE INDEX (QPI) provided for in Annex 3

5.5.4. The values paid by USERS as TOLL TARIFF, which make up the GROSS TARIFF REVENUE, as well as the value of the AVAILABILITY PAYMENT OWED, calculated monthly pursuant to ANNEX 26, must be deposited in the CENTRALIZING ACCOUNT. The processing of funds transferred by the CENTRALIZING ACCOUNT is governed by the draft that appears as APPENDIX D.

<sup>3</sup>December 93 = 100

<sup>4</sup>December 93 = 100

5.5.5. The application of the QUALITY AND PERFORMANCE INDEX (QPI) may be reviewed at the request of the CONCESSIONAIRE, in its own administrative process, if there is evidence that the indexes referring to the QPI were impacted by the materialization of any risk assumed by the GRANTING AUTHORITY or by the occurrence of errors in the calculation of said indexes, according to the AGREEMENT rules.

5.5.6. The initiation of an administrative proceeding based on the above provision does not suspend the calculation and application of the amount referring to the QPI for the respective contractual year.

## 5.6. Balance in Favor of the Concession

5.6.1 The BALANCE IN FAVOR OF THE CONCESSION will be calculated according to the following formula:

$$SRPC_d = \sum RTB - RTD$$

Where,

$SRPC_d$ . It is the BALANCE IN FAVOR OF THE CONCESSION calculated on a given day of operation

$RTB$  It is the sum of the GROSS TARIFF REVENUE, as provided in 5.3 of this ANNEX, with the AVAILABILITY PAYMENT OWED, pursuant to ANNEX 26

$RTD$  It is the sum of the TARIFF REVENUE OWED as provided in 5.5 of this ANNEX, with the EFFECTIVE AVAILABILITY PAYMENT, pursuant to item

5.6.2 The  $SRPC_d$  must be calculated daily and the resulting value transferred, by the DEPOSITORY BANK, from the CENTRALIZING BANK ACCOUNT to the CONCESSION ADJUSTMENT ACCOUNT, pursuant to APPENDIX D and APPENDIX E.

5.6.3 At the end of each contractual year, within 30 days, the CONCESSIONAIRE will calculate the final BALANCE IN FAVOR OF THE CONCESSION. If there is a difference between the values deposited in the CONCESSION ADJUSTMENT ACCOUNT in that year and the final BALANCE IN FAVOR OF THE CONCESSION calculated for the same year:

- (i) If positive, ARTESP shall, within 5 (five) business days, transfer the excess amount to the CONCESSIONAIRE's current account;
- (ii) If negative, the CONCESSIONAIRE shall, within 5 (five) business days, transfer the missing amount to the CONCESSION ADJUSTMENT ACCOUNT.

## 5.7. Approval of Tariffs

5.7.1 The calculations of the updated values of the KILOMETRIC TARIFF and the DUE TARIFF will be prepared by the CONCESSIONAIRE in accordance with the methodology specified in this ANNEX and presented to ARTESP for verification of consistency.

5.7.2 ARTESP shall assess whether it approves the calculation presented by the CONCESSIONAIRE within 15 (fifteen) days from its receipt.

5.7.3 In case of inconsistency or doubts related to the calculation of the updated values of the KILOMETRIC TARIFF and/or the TARIFF OWED presented by the CONCESSIONAIRE, ARTESP must notify the CONCESSIONAIRE for sanitation, in which case the period provided for in the item 5.7.2 after resubmission will apply of the calculation.

5.7.4 ARTESP will not be able to refrain from approving the calculation of the KILOMETRIC TARIFF or the TARIFF OWED within the period indicated in the item 5.7.2 if the inconsistency is found in only one of the calculations.

5.7.5 Approval of the calculation does not allow the start of application of the new tariffs, which should only occur when they are due, under the terms of this ANNEX.

## 5.8. Change in the Contractual Monetary Adjustment Index

5.8.1 In the absence of the index selected for the adjustment calculation, ARTESP and the CONCESSIONAIRE, by mutual agreement, will choose another index that better reflects the variation currently indicated by the IPCA/IBGE.

## 6. EXEMPTIONS

6.1. Will have free transit and are therefore exempt from paying tolls the vehicles:

- (i) owned by the GRANTING AUTHORITY and ARTESP;
- (ii) owned by the Road Policing Command of the Military Police of the State of São Paulo;
- (iii) of emergency public assistance, such as the fire department and ambulances, when on duty;
- (iv) of the military forces, when in instruction or maneuver; and
- (v) of official category, members of the fleet of the Executive, Legislative, Judiciary and the Public Prosecutor's Office and the Public Defender's Office, all from the State of São Paulo, as well as those leased on an occasional basis, for use in permanent or long-term public service from registered with the Central Group of Internal Transport - GCTI, of the State of São Paulo, all of which must be accredited by ARTESP, in the regulated manner.

## 7. LEGAL PROHIBITION OF SPECIFIC TARIFF PRIVILEGES

7.1. ARTESP or the GRANTING AUTHORITY is prohibited from establishing tariff privileges that benefit specific segments of USERS, except:

7.1.1. in compliance with the Law, which shall specify the sources of funds for reimbursement of the CONCESSIONAIRE, or

7.1.2. if previously authorized by ARTESP, in the context of a variable or dynamic tariff

plan.

## 8. PROMOTIONS AND DISCOUNTS

- 8.1. The concessionaire, at its discretion, at its own risk, may grant exemptions and tariff discounts, as well as carry out tariff promotions of a seasonal nature, unrelated to the variable or dynamic tariff plan, without this being able to generate any right to restore the balance economic and financial terms of the AGREEMENT. In this case, for the calculation of the TARIFF OWED and calculation of the Formula 4, the respective discount or exemption practiced will be considered.

## 9. ROUNDING CRITERION

- 9.1. The TOLL TARIFF and the TARIFF OWED will be expressed in reais and cents, being certain that the places other than the cents must be disregarded and, subsequently, no rounding shall be carried out.

## 10. TOLL CONTROL AND OPERATION

### Responsibilities of the CONCESSIONAIRE

- 10.1. The CONCESSIONAIRE's obligations, within the scope of the implementation and management of the FREE FLOW system, without prejudice to the other related requirements, set out in the AGREEMENT and ANNEXES:

- 10.1.1. To strictly observe the provisions of this ANNEX and the AGREEMENT;
- 10.1.2. To identify the vehicles that do not pay the TOLL TARIFF through the modalities and within the available deadlines, under the terms of applicable legislation and regulations;
- 10.1.3. To send information on infringing vehicles to DER/SP and ARTESP, within a period to be agreed between the PARTIES, in compliance with applicable legislation and regulations, as well as those related to the payment mechanism of this AGREEMENT;
- 10.1.4. To provide digital and physical platforms for the payment of the TOLL TARIFF, which is fully auditable, for USERS who do not make the automatic and immediate payment, through the means of payment available, from the beginning of the operation of the GANTRIES (FF PLATFORM);
- 10.1.5. To prepare a monthly report containing, at least, the records, evidence and calculation memories to account for the evasions that occurred in the GANTRIES, pursuant to item 10.1.2, as well as the tariff revenue that would have been earned if the evasions had not occurred, in order to subsidize the information required under the payment mechanism of this AGREEMENT;
  - 10.1.5.1. To subject to the provisions of ANNEX 26, this information must be fully auditable and meet the registration and availability requirements applicable to data related to infringing vehicles, pursuant to ANNEX 05, in addition to being stored by the CONCESSIONAIRE throughout the CONCESSION TERM.
- 10.1.6. To collaborate with ARTESP and the GRANTING AUTHORITY in the identification of vehicles that do not pay the TOLL TARIFF, for the purpose of applying the penalties provided for in Law No. 9,503, of September 23, 1997 (Brazilian Traffic Code);

- 10.1.7. To keep information boards with updated values of the TARIFFS, indicating the forms of payment of the TARIFF made available by the CONCESSIONAIRE;
- 10.1.8. To signalize the runways;
- 10.1.9. To allow inspection of collection;
- 10.1.10. To develop statistical maps of traffic and revenue;
- 10.1.11. To record the main and most significant occurrences;
- 10.1.12. To control and maintain surveillance over the equipment;
- 10.1.13. To control the collection by TCP, date, time and other information sharing procedures stipulated by ARTESP;
- 10.1.14. To provide service and ensure information about TOLL TARIFFS to the USER;
- 10.1.15. To make available the following information from physical and financial records of traffic registered in the TCPs, in real time (online) by electronic means, to ARTESP or whoever it designates, at the three levels of registration, namely:
  - (i) Physical information of the vehicle's passage records when of lane sensor;
  - (ii) Information on the record of the images of the cameras installed in the GANTRIES and information on the physical record of traffic;
- 10.1.16. To allow the integration of information with the CCI according to the terms established AGREEMENT.

## 10.2. FF PLATFORM

- 10.2.1. The CONCESSIONAIRE will be responsible for the implementation and management of the FF PLATFORM, being responsible for the adoption of all necessary procedures and for the payment of all applicable costs and expenses.
- 10.2.2. The USER who has not made the payment during his/her passage through the GANTRY, due to not having an AVI device or due to a failure in the existing device, must make the payment through the FF PLATFORM, within the period to be set by the CONCESSIONAIRE and ARTESP, observing any eventual regulation on the subject.
  - 10.2.2.1. If the USER does not pay the TOLL TARIFF within the period indicated in the item 10.2.2 above, evasion will be constituted for the purposes of the AGREEMENT.
- 10.2.3. If the USER makes the payment within the period described above, the income earned will be duly recorded and will comprise the GROSS TARIFF REVENUE.
- 10.2.4. The FF PLATFORM shall allow all USERS who have accessed the ROAD SYSTEM to pay the TOLL TARIFF using the electronic means of payment provided for in the relevant legislation and regulation, such as PIX, bank transfer, credit card and electronic bank slip.



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10.2.5. The CONCESSIONAIRE shall, at a minimum, make available on its website:

- (i) section with instructions on the modalities and procedures for the payment of the TARIFF at the GANTRIES, and
- (ii) possibility of paying the TOLL TARIFF online.

## 11. OPERATIONAL RULES

11.1. The CONCESSIONAIRE shall, within the scope of the INITIAL PROGRAM, submit to ARTESP, for approval, the OPERATIONAL RULES that will establish the instructions for routine procedures and for exceptional cases, such as use of free lane, special cargo traffic, evasions, cancellation of registrations errors, accidents and others.

## 12. COERCITIVE COLLECTION OF TARIFF BY THE GRANTING AUTHORITY

12.1. The STATE OF SÃO PAULO, through its competent body, shall impose a fine on users who fail to pay the TOLL TARIFF, pursuant to Law No. 9,503, of September 23, 1997 (Brazilian Traffic Code) and Law No. 14,157 of June 1, 2021.