RGOAL LTD.

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Fee Model

A. Subject Matter

(1) RGOAL Ltd. (hereinafter referred to as "ADROIT" or the "Body") offers recipients of the services of online platforms, including individuals or entities submitting notices who are affected by the decisions referred to in Article 20 (1) of the Digital Services Act ("DSA") (the "Complainants"), a digital, simple, cost-effective, fair and fast procedure for dispute settlement with the provider of the online platform concerned (the "Respondent") in accordance with Article 21 (1) DSA.

(2) This Schedule of Costs governs the fees for out-of-court settlements conducted by ADROIT in accordance with Art. 21 of the Digital Services Act. ADROIT's services are in principle charged for with a comprehensive monthly invoice, on a transparent case-by-case basis in accordance with the principles set out in the DSA and in this Fee Model.

(3) Reduced costs based on closer cooperation (technically, procedurally or otherwise) that lead to a significant reduction in the actual procedural costs (for all or for some types of cases) remain unaffected by this Fee Model (ref. Sec. F.).

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(4) ADROIT's Fee Model is approved by the Malta Communication Authority as the competent Digital Services Coordinator (DSC). ADROIT aims to also take into considerationthe Online Platforms individual needs in order to minimize compliance-costs arising with Art. 21 DSA. Hence, ADROIT is willing to agree on tailored pricing-packages depending on size, complexity and (expected) case-load of individual Online-Platforms. The dispute Resolution by ADROIT under Art. 21 DSA is in principle free of charge for the User of the Online-Platform. However, ADROIT reserves the Right to charge fees to the Customer in cases where the complaint was manifestly raised in bad faith.

B. Fee Authorization by Statutory Provisions

(1) According to Art. 21 of the Digital Services Act and as outlined in ADROITs rules of procedure, ADROIT is established for cost-effective dispute settlement and a high volume of cases, while guaranteeing a professional standard in legal decision making.

(2) ADROIT is entitled to charge reasonable fees for conducting a settlement procedure. All fees are net (exclude VAT) and are to be borne by the Respondent in accordance with the statutory provisions (Art. 21 (5) DSA). The fees charged may not exceed the costs incurred by the Dispute Settlement Body.

(3) The Schedule of Costs will on request be sent to the parties when the proceedings are initiated and are published in their current version on the

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Dispute Settlement Body's website:
www.adroit.legal/rules-of-procedures/fee-model

(4) The fee for settlement proceedings consists of an administrative fee, as well as a processing fee. The Administrative Fees depend on the status of the proceeding, reflecting the actual administrative costs of the complaint in question. "Ordinary Processing Fees" are charged for a Decision by a single Case-Decision-Maker. "Extraordinary fees" are charged in addition where decisions are made by one or several members of ADROIT's expert panel, due to higher complexity.

C. Fee Structure

The fee accumulates from administrative fee and process fee.

(1) *Administrative Fee* (net) of the Dispute Settlement Body (alternatively):

Procedural Stage	Basis	Fee Amount
Rejection of Complaint prior to Case Opening	§ 4.6 ROP	EUR 00,00
Inadmissibility Decision post Case Opening	§ 5.4 ROP	EUR 53,17
Case closure following Immediate Remedy	§ 9 ROP	EUR 109.57

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Default Decision issued without Submission from Respondents	§ 13 ROP	EUR 149,57
Decision in the Matter	§ 12 ROP	EUR 149,57

The Administrative Fee applies for all proceedings conducted by ADROIT, depending on the status of the proceedings. The administrative fee reflects the operational costs that are necessary to maintain the operationality and financial independence of the Settlement Body. The above listed costs reflect the market standard. RGOAL Ltd. is responsible to ensure continuity, governance and the proper operation and maintains the regulatory, operational, commercial, and technological organization and infrastructure of the Dispute Settlement Body, within a framework that respects fundamental rights and complies with data protection regulations.

RGOAL Ltd. ensures the continuous development and provision of forms, further education and training for employees and Arbitrators, implementation of process automation, tailored to the Rules of Procedure and legal requirements, the necessary communication via multiple channels, the establishment and management of data rooms for the exchange of information, the continuous review and mapping of Community conditions, the provision of legal expertise and current case law, the creation and maintenance of databases to support the processing of procedures; the fulfillment of reporting obligations, the automation of invoice dispatch and implementation of security checks against misuse and spam.

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(2) *Processing fee* (net) for reaching a decision:

1. Ordinary Procedure conducted by single case decision maker:

   EUR 349,77

2. Extraordinary Procedure conducted by one or more additional members of the expert panel due to higher complexity:

   EUR 275,00 per hour
   No less than EUR 348,77

For the 2026 financial year ADROIT expects most procedures to be Ordinary Procedures. The costs stated above reflect the hours habitually spent on average by ADROITs designated Case-Decision-Maker(s) to reach a decision in the given dispute. ADROIT expects a Case-Decision-Maker to spend approximately 2 hours reaching a decision in an ordinary case. ADROITs Case-Decision-Makers are obliged by the DSA and by ADROITS rules of procedure to spend enough time on a case to make a profound decision, in order to guarantee the quality of ADROITs outputs. Complex procedures are reviewed by a second Case-Decision-Maker who is a Member of the ADROIT-Expert-Panel, if the initial Case-Decision-Maker labels the given case as complex. It is at ADROIT's Case Decision Makers' sole discretion to classify the complexity of a case. With increasing case-numbers concerning the same

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Online-Platform Provider, the complexity of the individual cases is reduced, as the Case-Decision-Maker becomes more familiar with the specific regulations and conditions applying to such cases.

C. Procedure Stages for Administrative Fee

(1) The initial case handling, such as the review of the Complaint and the formal opening of a case, will not be charged. If the application to initiate a settlement procedure is after initial review rejected as inadmissible pursuant to Section 5.4 of the Rules of Procedure, no fee shall be charged. In the event of demonstrable bad faith on the part of the Complainant, no fees will be charged to the parties for the rejection. ADROIT reserves the right to introduce a nominal fee in the future, which may be charged to the Complainant in cases of evident bad faith.

(2) If the inadmissibility of the application for settlement is not evident after an initial review, or can only be established subject to closer scrutiny the proceedings have been initiated, a Fee for Subsequent Inadmissibility (EUR 53,17) will be charged.

This is the case, for example, if the complaint was raised after the deadline had expired, if the applicant's bad faith was only apparent after the preliminary examination had been completed, or if similar proceedings were decided by a

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court or another dispute settlement body in accordance with Art. 21 (2) sentence 2 DSA after the preliminary examination had been completed.

(3) If a settlement procedure ends because the responding platform provider agreed with the Complaint and provided an “Immediate Remedy” pursuant to Section 9 of the Rules of Procedure or within the scope of a withdrawal of the original decision pursuant to this provision before the conclusion of the preliminary proceedings, only the administrative fee for immediate remedy (EUR 109,57) shall be charged.

(4) If ADROIT reaches a Decision, either by default judgment, or based on the submissions of both parties, the administrative fee shall be EUR 149,57.

D. Origination of the payment obligation and due date

(1) The payment obligation arises upon notification of Receipt of the complete Complaint File in accordance with Article 17 of the Rules of Procedure. The fees are due upon receipt of the invoice from ADROIT. ADROIT will invoice fees after ADROIT deems the settlement procedure as completed, regardless of the stage of the proceedings ended in.

(2) If ADROIT decides the dispute in favor of the online platform provider, then the user, including the individual or entity submitting the notice, shall not be

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obliged to reimburse any fees or other costs paid or to be paid by the online platform provider in connection with the dispute settlement.

(3) The Dispute Settlement Body does not decide on recourse claims within the internal relationship between the parties, as such decisions are not covered by ADROITs mandate.

(4) The online platform is to designate a contact person, a contact address, and an electronic billing method that enables both parties to process payments in a cost-efficient, transparent, and efficient manner.

E. Review and Revision of ADROITs Fees

(1) The processing fees pursuant to Section B are updated and published at least once annually, considering the volume of settlement proceedings conducted in the previous year and on the expected settlement cases for the next financial year.

(2) The amount of the fees must always be reasonable in relation to the costs incurred by the Dispute Settlement Body. The charging of reminder fees, interest on arrears, and other legal costs incurred in connection with additional legal or administrative work and internet for late payments are expressly permitted. Any amendment to the Schedule of Costs requires the approval of the Maltese Communication Authority as competent Digital Services Coordinator.

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F. Permissibility of fee reduction in the event of contractual cooperation

(1) Where proceedings become somewhat repetitive due to a high number of similar cases concerning the same Respondent, this may result in overall lower average processing costs per case. In such a situation, ADROIT may at its sole discretion decide to revise and reduce the fees where it seems fit and may deviate from the rates per case pursuant to Section B, taking into account the special circumstances that impact the workload for ADROIT. Similar cases are generally based on the same facts and circumstances and an identical legal issue, triggered by a single event. The Dispute Settlement Body decides at its own discretion whether a case is identical based on the requirements of Art. 21 (2) DSA.

(2) Where ADROIT has entered into a Mutual Administrative Assistance Agreement (MAAA) with an Online Platform, the therein agreed case decision fees apply. For such fees, the basic principles, e.g. the breakdown of fees in Administrative Fees and Processing Fees, as outlined in Section B of this Fee Model, apply regardless. ADROITs financial independence may by no means be conflicted by any MAAA.