
**General Terms and Conditions for specific contracts concluded for the use of the distance-based
electronic toll service system**

The consolidated amendment shall come into effect on: 3 February 2019

National Toll Payment Services Private Limited Company

Short name: NTPS Plc.

Registered office: H-1134 Budapest, Váci út 45/B.

Registered with the Company Registry Court of Budapest–Capital Regional Court

Company registration number: Company registration No.: 01-10-043108

Tax number: 12147715-2-44

Contact details of NTPS Plc.'s central customer service:

Address:	M3 12 km, Szilas rest area
Opening hours	00:00-24:00 from Monday to Sunday
Postal address:	H-1380 Budapest, Pf. 1170
Phone:	+36 36 587 500
Web:	www.hu-go.hu
E-mail:	ugyfel@hu-go.hu

Schedule 1 contains the contact details of the regional customer services of NTPS.

1. General Provisions

1.1 Objective of the General Terms and Conditions

The objective of these General Terms and Conditions (hereinafter: “**GTC**”) is to establish the general terms and conditions of the services offered by the National Toll Payment Services Private Limited Company (hereinafter: “**NTPS Plc.**”) for the use of the distance-based electronic toll system (hereinafter: the “**Service**”).

1.2 Definitions

“**Ad-Hoc Route Ticket**”: a route ticket purchased without charging to the Current Account or registration in the Toll System, the validity of which begins at the time of payment;

“**Data Protection Act**”: Act CXII of 2011 on the right of informational self-determination and on freedom of information;

“**Toll Declaration**”: data reporting serving as a basis for determining the toll payment obligation with respect to the use of a Unit Tolled Section with a tolled motor vehicle;

“**Toll Declaration Operator**”: the data provider utilised on behalf of the Contracted Toll Payer, with the aim of complying with the toll declaration obligation required by the Toll Act for the imposition and payment of the toll;

“**Supporting Toll Enforcement Agency**”: the organisation appointed in the Implementation Decree to perform tasks in support of enforcement;

“**Toll Enforcement Agency**”: the agency in charge of enforcement tasks as set forth in the Toll Act or in other laws and regulations;

“**Person Liable to Toll Payment**”: primarily a contracted toll payer or, in the absence of this, the operator of a tolled motor vehicle or the road user, irrespective of their nationality or the country where the tolled motor vehicles used, operated or owned by them are kept on record;

“**Individual Road Use Identifier**” (individual route identifier): the identifier created in the UD Toll System by NTPS Plc. upon the purchase of an ad-hoc route ticket used for establishing the road use authorisation, toll declaration and toll payment obligation of a given tolled motor vehicle;

“**Bound Service Provider**”: the organisation responsible for providing toll services as set forth in the Implementation Decree; NTPS Plc.

“**Invalidated On-Board Unit Registry**”: a registry of on-board units that have been declared invalid by NTPS Plc. as per the stipulations set forth in the Implementation Decree. Information stored in the Registry include device IDs, the registration number of the vehicle in question along with its registered data as well as the reason and date of invalidation.

“**On-Board Unit**”: a device suitable for supporting electronic toll collection, comprised of hardware and software components suitable for the collection, storage, processing as well as the remote receipt and transmission of the data required for carrying out the operations involved in electronic toll collection.

“**Current Account**”: a limited-purpose account used for storing the Contracted Toll Payer’s balance.

“Balance on the Current Account”: HUF-denominated value of a right or service that has been paid or is undertaken to be paid by the Contracted Toll Payer expressly and exclusively for settling the road toll payment required for receiving road use authorisation, registered and held by NTPS Plc. for said purpose, to which the Contracted Toll Payer may charge their road toll payment obligations.

“Internet Portal”: a securely accessible internet platform (www.hu-go.hu) used by NTPS Plc. to provide general information, where persons liable to toll payments may receive individual information and may register;

“Vehicle Data Form”: data form to be used when purchasing an Ad-Hoc Route Ticket;

“Vehicle Data”: the country code, number plate, number of axles, emission class, and maximum authorised mass of the vehicle as listed on the Vehicle Data Form or the Registered Vehicle Data Form;

“Category Characteristics”: the section of the Vehicle Data Form or the Registered Vehicle Data Form listing the number of axles (2, 3 or more) and the emission class (A, B or C) of the tolled motor vehicle.

“Rating”: the procedure applied by NTPS Plc. for the rating of customers in terms of eligibility for toll post-payment.

„MNDD”: Decree 25/2013 (V. 31.) of the Ministry of National Development on the amount of the toll and toll roads;

“Data Registry Form”: data form containing the data determined in these GTC. Filling out the data form fields – with the exception of the Ad-Hoc Route Ticket – is required for the contract to come into force;

“Customer Registration ID”: unique identifier for the Contracted Toll Payer created in the process of registering in the Toll System.

“Registered Vehicle Data Form”: a data form containing data relevant for the Road Use Authorisation of the Tolled Motor Vehicle, for which the Contracted Toll Payer undertook to pay the Toll as per these GTC.

“Contract”: a specific contract created in accordance with these GTC;

“Contracted Toll Payer”: a natural or legal person or unincorporated business entering into an agreement for the payment of the toll in respect of one or more motor vehicles for the purpose of using any unit tolled sections;

“Overweight and oversize vehicle”: a vehicle with a gross weight, axle load, axle group load and size exceeding the limit determined by NFM Decree No. 36/2017 (IX. 18.) on the operation of vehicles in excess of a specific gross weight, axle load, axle group load and size.

“Toll System”: the electronic system that enables the making of toll declarations, the imposition and collection of tolls as well as the support of enforcement and the lawful use of unit tolled sections;

“Toll”: the toll, inclusive of VAT, imposed by the toll charger based on the extent of road use based on the travelled distance which is to be paid for the use of the unit tolled section.

“Unit Tolled Section”: a part of the public roads within the toll domain bordered by two sections for the purpose of toll determination;

“Tolled Motor Vehicle”: a truck or a towing vehicle (including a semi-trailer towing vehicle) of a maximum authorised mass exceeding 3.5 tons or an articulated combination of vehicles consisting of such a motor vehicle and a towed trailer or semi-trailer;

“Toll Collection”: the entirety of actions taken for collecting toll;

“Toll Charger”: the organisation responsible for toll collection as stipulated by the Implementation Decree; NTPS Plc.

“Toll Act”: Act LXVII of 2013 on the distance-based toll payable for the use of motorways, expressways and main roads;

“road use”: use of any unit tolled section by the tolled motor vehicle for the purpose of traffic;

“Road Use Authorisation”: the legal relationship based on which the use of the unit tolled road section is legally permitted for traffic purposes for a specific Tolled Motor Vehicle provided that all requirements for authorisation are met at the same time.

“road user”: the driver of the Tolled Motor Vehicle in the course of road use; The term “driver” should be understood to mean the driver of a motor vehicle as described in the Highway Code.

“Current Account Using Post-Payment”: a Current Account for which specific rules are stipulated in Section 5 of these GTC.

“Operator”: the owner of a tolled motor vehicle or any person or entity registered for the lawful operation of the vehicle under Act LXXXIV of 1999 on the public road traffic registry or the owner or operator of a tolled motor vehicle registered in the document issued by the authority of the country where its establishment is located (registration certificate).

“Implementation Decree”: Government Decree 209/2013 (VI. 18.) on the implementation of Act LXVII of 2013 on the distance-based toll payable for the use of motorways, expressways and main roads;

“Route”: the starting and end point of the use of unit tolled sections subject to the road use authorisation, together with all interim points crossed and the direction of travel;

“Route Ticket”: the Road Use Authorisation purchased in advance for the road use of at least one pre-determined Unit Tolled Section within the toll road network by a pre-determined Tolled Motor Vehicle.

1.3 General Provisions

1.3.1 As per these GTC, the Contracted Toll Payer is responsible for paying the Toll for the Tolled Motor Vehicle in question. In the event that several Contracted Toll Payers undertake to pay the Toll stipulated by these GTC for the road use of the same Unit Tolled Section with the same Tolled Motor Vehicle, payment on the part of any of the Contracted Toll Payers shall discharge the payment obligation of all other Contracted Toll Payers. In the event that none of the Contracted Toll Payers pay the incurred toll, they shall be jointly held liable for paying said toll.

1.3.2 The lawful use of the Unit Tolled Sections (Road Use) is contingent on acquiring the Road Use Authorisation. The Road Use Authorisation is granted upon meeting the conditions set forth in these GTC unless precluded by an existing law or regulation or by any other circumstance described in these GTC. The Road Use Authorisation can only be granted contingent on a valid Contract unless the Contracted Toll Payer is eligible for Road Use Authorisation based on any alternate legal relationship or a different contract.

1.3.3 National Toll Payment Services Plc. permits the use of the Toll System as follows:

- (a) by purchasing a route ticket; or
- (b) by using an on-board unit (OBU).

1.3.4 Pursuant to the Implementation Decree, NTPS Plc. is the toll charger authorised to collect tolls, the Bound Service Provider and the supporting toll enforcement agency. While providing the services described in the GTC, NTPS Plc. acts as the bound service provider as per the Implementation Decree.

1.3.5 The provisions of these GTC and of the specifically negotiated contractual clauses shall exclusively be applicable to the contractual relationship (Contract) entered into on the basis of the GTC, thus no practice agreed upon and established between NTPS Plc. and the Person Liable to Toll Payment in their previous business relations shall become part of the Contract. Furthermore, no practice widely recognised and regularly applied in the respective business by the subjects of similar contracts shall become part of the Contract.

1.3.6 Pursuant to the contract of NTPS Plc. or any statutory provision, NTPS Plc. may be replaced in the Contract by the Ministry for Innovation and Technology (ITM) or any other legal entity, i.e. it may become a party to this Contract in lieu of NTPS as a legal successor or as a result of assignment or contract transfer, of which fact NTPS Plc. shall notify the Contracted Toll Payer within a reasonable amount of time, either electronically or, if the Contracted Toll Payer fails to provide electronic contact details, via notification posted on NTPS Plc.'s website. Having become aware of and having acknowledged the GTC, the Contracted Toll Payer consents to the transfer of the contract to ITM or to any other legal entity.

1.3.7 The Toll Declaration Operator shall determine the position of any Tolloed Motor Vehicle (assuming that the Person Liable to Toll Payment meets their toll declaration obligations via a Toll Declaration Operator) by taking into account the data provided by the On-Board Unit, the time, the mathematical model of the movement of GNSS satellites and the signals received. Ownership and other rights pertaining to the On-Board Unit shall be governed by the existing contract between the Contracted Toll Payer and the Toll Declaration Operator. However, the On-Board Unit is not considered the property of NTPS Plc. NTPS Plc. is not responsible for its operation, functionality, or proper calibration.

1.3.8 The language of the Contract is Hungarian.

2. Accepting the GTC, concluding the Contract and recording data

2.1 The GTC shall be accepted

- by paying for an Ad-Hoc Route Ticket in the event of the purchase of an Ad-Hoc Route Ticket without registration,
- by accepting the GTC in the course of registering on the Internet Portal, in any other cases.

2.2 The acceptance of the GTC shall involve a commitment to fully comply with all provisions of the GTC and all applicable laws and regulations in effect (in particular, the Toll Act and the Implementation Decree.) Individuals who do not accept the provisions of the GTC shall not be granted Road Use Authorisation by NTPS Plc. and may not enter into an agreement for the use of the services provided by NTPS Plc., except if the parties agree otherwise in the Contract.

2.3 A Contract may be concluded for the purposes of granting Road Use Authorisation in accordance with the provisions of the GTC in effect and published on the Internet Portal at the time when the Contract is concluded. The Contract is concluded

- by sending a Customer Registration ID as per Section 2.20 in the event of concluding the Contract by paying using a Current Account,
- by signing a Post-Payment Contract (see Section 5.1),
- by accepting the GTC in the event of purchasing an Ad-Hoc Route Ticket, becoming a binding statement of the contracting parties' will.

2.4 In accordance with the provisions of the Toll Act – with the exception of Contracts regarding the Ad-Hoc Route Ticket – the conclusion of the Contract does not in itself grant a Road Use Authorisation. Instead, it created a framework legal relationship under which the Road Use Authorisation may be granted. For acquiring the Road Use Authorisation, the Contracted Toll Payer must fully comply with the toll declaration obligation and the obligation to make available the funds necessary for toll payment, and then the Toll must be paid in full accordingly and when required, based on the actual road use.

2.4.1 The obligations of the Contracted Toll Payer shall extend to the Toll Declaration and payment of the Toll in the event of a Road Use pertaining to any Unit Tolled Section with a Tolled Motor Vehicle for which the Contracted Toll Payer is contractually required to pay the Toll. All stipulations set forth in this Section are to be interpreted in line with the stipulations in Section 1.3.1. The Contracted Toll Payer may discharge their Toll Payment obligations in accordance with these GTC.

2.5 Entering into a contract

2.5.1 If the Contracted Toll Payer and NTPS Plc. enter into a contract as per Section 3 (Current Account Payable Contract) or Section 10 (Ad-Hoc Route Ticket), then the parties enter into the Contract electronically, in accordance with the provisions of Act CVIII of 2001 on certain issues related to electronic services and services connected to the information society.

2.5.2 If the Contracted Toll Payer and NTPS Plc. enter into a contract as per Section 5 (Post-Payment Contract), the parties shall enter into the Contract via their signatures, on paper.

2.6 The Parties shall consider the contracts described in both Section 2.5.1 and Section 2.5.2 to be written contracts. The Parties shall consider any Contract that was entered into in violation of the formal requirements set forth in Section 2.5 as invalid and legally not binding, with the exceptions set out in the sub-sections of this Section.

2.6.1 Any Services rendered based on a Contract that was entered into in violation of the formal requirements shall be deemed to have been rendered within the scope of a valid contract, and the Parties shall settle for any such Services accordingly.

2.7 In the course of entering into a Contract, the Contracted Toll Payer is responsible for correctly filling out the Data Registry Form, the Vehicle Data Form, and the Registered Vehicle Data Form, especially with regard to the Category Characteristics.

2.8 The Contracted Toll Payer shall expressly acknowledge that, with certain exceptions as described herein, the vehicle categories for Tolled Motor Vehicles are assigned on the basis of Vehicle Data provided and the amount of Toll payable (that is, the payment obligations of the Contracted Toll Payer) shall be determined by NTPS Plc. on that basis, taking MNDd. into account. In the course of or after entering into the Contract, the Contracted Toll Payer shall be solely responsible for ensuring that the Vehicle Data listed on the Data Registry Form are correct and accurate, with the exceptions set out in these GTC. NTPS Plc. expressly excludes all liability for any damages arising from the Contracted Toll Payer's failure to provide accurate Vehicle Data, whether those damages impact the Contracted Toll Payer or a third party, and regardless of any culpability that may or may not be associated with any such failure.

2.9 NTPS Plc. is entitled to require the verification of data entered into the Data Registry Form or the Registered Vehicle Data Form by means of appropriate documentation, for example by requiring that a copy of the documentation in question be electronically submitted. In particular, NTPS Plc. may require the submission of a copy (electronic or otherwise) of the registration certificate of the motor vehicle indicated on the Registered Vehicle Data Form as well as the submission of other data or documentation to verify the accuracy of said data. The Contracted Toll Payer shall be responsible for ensuring that all copies of documentation submitted in accordance with this Section are identical to the original.

2.9.1 Regarding the format of data reporting as per Section 2.9, NTPS Plc. is entitled to define readability parameters on the registration interface, including requirements pertaining to opening and reading any provided data in electronic format. These parameters may not be defined in such a way as to impose an unreasonable burden on the Contracted Toll Payer and may only contain the requirements necessary for administration. The Contracted Toll Payer shall expressly acknowledge that NTPS Plc. shall consider any data reporting that fails to comply with the required parameters to be a failure on the part of the Contracted Toll Payer to fulfil their reporting obligation of the required data and excludes liability for any resulting damages or additional costs. Data reporting shall also be deemed as failing to meet the required parameters if, while it does meet the stated technical parameters, its contents are partially or completely illegible or unrecognisable, or if there is any other reason why it is not suited for accurately verifying the required data.

2.10 NTPS Plc. is entitled to deviate from the contents of the Registered Vehicle Data Form when determining the amount of toll payable on the basis of the documents and data provided in accordance with Section 2.9.

2.10.1 If a discrepancy exists between the documents and data provided in accordance with Section 2.9 and the data entered into the Registered Vehicle Data Form (especially with regards to emission class), NTPS Plc. shall request that the Contracted Toll Payer clarify the reasons for the discrepancy, setting a deadline of no less than 3 and no more than 15 days for such clarification. Any such request on the part of NTPS Plc. must include the discrepancy in question, a description of any circumstances and reasons why NTPS Plc. believes the discrepancy to be valid as well as the data that NTPS Plc. believes to be accurate, if possible.

2.10.2 Upon expiry of the deadline stipulated in Section 2.10.1 without the required clarification, if the discrepancy pertains to the emission class of the Tolloed Motor Vehicle listed on the Registered Vehicle Data Form, NTPS Plc. is entitled to determine the appropriate toll based on the documentation available. Regarding the Tolloed Motor Vehicle listed on the Registered Vehicle Data Form, no other Contracted Toll Payer is entitled to record any data other than that determined by NTPS Plc. until such time as they can verify its accuracy via a document or other credible evidence. NTPS Plc. cannot be held liable for any resulting damages.

2.11 In the event that the Contracted Toll Payer fails to comply with their obligations as set forth in Section 2.9, and it is not possible to determine the true emission class of the Tolloed Motor Vehicle for which the Contracted Toll Payer undertook to pay the Toll by other means, NTPS Plc. shall assume the lowest emission class (corresponding to environmental category C) for the Tolloed Motor Vehicle in question. Regarding the Tolloed Motor Vehicle listed on the Registered Vehicle Data Form, no other Contracted Toll Payer is entitled to record any data other than that determined by NTPS Plc. until such time as they can verify its accuracy via a document or other credible evidence.

2.12 The determined emission class can be amended at any time at the request of either party. The Contracted Toll Payer can initiate such an amendment by simultaneously providing credible proof that the emission class of the Tolloed Motor Vehicle in question is different from what has been determined. NTPS Plc. may initiate such an amendment if there is any doubt about the authenticity of the documents provided or of the data therein. NTPS Plc. is particularly entitled to initiate such an

amendment if NTPS Plc. becomes officially aware that the parameters listed on the Registered Vehicle Data Form are inaccurate. The Parties shall be considered to have become officially aware of such information in the event of any official statement by an authority or a court to that effect or if data reporting to that effect is provided by a public registry. In the event that NTPS Plc. becomes officially aware of the discrepancy as described above, they shall initiate the amendment and simultaneously notify the Contracted Toll Payer. Regarding the Tolled Motor Vehicle listed on the Registered Vehicle Data Form, no other Contracted Toll Payer is entitled to record any data other than that determined by NTPS Plc. until such time as they can verify its accuracy via a document or other credible evidence.

- 2.13 The Parties shall not consider it unjust enrichment if the amount of the Toll paid in actuality is less than the payable amount on the basis of the accurate data, based on the Vehicle Data provided by the Contracted Toll Payer, as this is instead regulated in Section 14 (b) of the Toll Act. When recording Vehicle Data, providing a mistaken EURO classification cannot be considered to be inaccurate Vehicle Data if it does not materially affect the emission class (Category A, B or C).
- 2.14 The Contracted Toll Payer shall explicitly acknowledge that if the data recorded on the Registered Vehicle Data Sheet is inaccurate and the Toll for the Tolled Motor Vehicle is not paid on the basis of the Category Characteristics that are otherwise applicable to the Tolled Motor Vehicle, the Contracted Toll Payer shall be required to immediately pay the unpaid Toll balance for the period for which they undertook to pay the Toll for the Tolled Motor Vehicle, when requested to do so by NTPS Plc. Any delay (as defined in this Section) in paying the Toll amount shall incur interest in accordance with Act V of 2013 on the Civil Code.
- 2.15 By accepting the GTC, the Contracted Toll Payer acknowledges that NTPS Plc. is entitled to send them messages, notices, statements, notifications or other communications in regards to the Contract or the Toll System, whether for legally binding reasons or otherwise, via the contact information listed on the Data Registry Form. The Parties shall consider any message sent via email to have been delivered on the date of sending and any messages sent as per Section 9 to be delivered at the time of sending. However, NTPS Plc. shall not be entitled to send any unsolicited message that is not directly related to either the Contract or the Toll System and shall not be entitled to send any message that qualifies as advertisement relating to any third party. Furthermore, the Contracted Toll Payer shall also acknowledge that NTPS Plc. may consider any messages, notices, statements, notifications or other communications sent electronically to be delivered on the date of sending and any messages sent as per Section 9 to be delivered at the time of sending.
- 2.16 By filling out the Registered Vehicle Data Form and the Vehicle Data Form, the Contracted Toll Payer consents to the processing of all data provided and recorded in said documents for the purposes, to the extent of and using the methods stipulated in the Toll Act. The Parties specifically agree to include all documents submitted by the Contracted Toll Payer to NTPS Plc. for the purpose of determining the Toll amount payable. The Contracted Toll Payer may amend the contents of the Data Registry Form and the Registered Vehicle Data Form at any time, subject to the conditions set forth in these GTC.
- 2.16.1 Amendments shall be considered to have come into force when the Registered Vehicle Data Form or the Data Registry Form stored in the Toll System is modified, regardless of when the amendment process was initiated.
- 2.16.2 The number of axles can be modified on the Internet Portal or using the On-Board Unit if the On-Board Unit allows for the technical means of doing so and if the Contracted Toll Payer had previously made such amendments possible. The stipulations set forth in Section 2.16.1 also apply to modifying the number of axles using the On-Board Unit.
- 2.17 The Data Registry Form contains the following:

2.17.1 for contracted toll payers who are private individuals:

2.17.1.1 name;

2.17.1.2 address;

2.17.1.3 mailing address;

2.17.1.4 e-mail;

2.17.1.5 phone number able to receive text messages;

2.17.1.6 tax number (optional if the contracted toll payer is a foreign resident and is a private individual);

2.17.1.7 password.

2.17.2 for contracted toll payers who are not private individuals:

2.17.2.1 name;

2.17.2.2 registered address;

2.17.2.3 mailing address;

2.17.2.4 taxpayer's nationality

2.17.2.5 tax number (optional if the contracted toll payer is a foreign resident and is not a private individual);

2.17.2.6 e-mail;

2.17.2.7 phone number able to receive text messages;

2.17.2.8 password.

2.18 The Contracted Toll Payer can register a vehicle by filling out all required information on a Registered Vehicle Data Form. The Registered Vehicle Data Form may be modified at any time, but this will not affect the data contained in any already purchased Route Ticket. However, this does not exclude the possibility of returning a Route Ticket prior to the start of its validity. The Registered Vehicle Data Form contains the following:

2.18.1 registration number;

2.18.2 country code;

2.18.3 (EURO) emission class or environmental classification;

2.18.4 height;

2.18.5 width;

2.18.6 length;

2.18.7 vehicle category (number of axles);

- 2.18.8 maximum authorised mass (gross weight);
- 2.18.9 maximum permissible axle weight;
- 2.18.10 year of manufacture;
- 2.18.11 type (make);
- 2.18.12 VIN number.
- 2.19 When filling out the Registered Vehicle Data Form, the units of measurement specified on the Internet Portal shall be used when providing the data listed in Section 2.18. The registration number of a Tolloed Motor Vehicle shall be established in compliance with the criteria set out in Annex 2 to the Convention on Road Traffic, opened for signature in Vienna on 8 November 1968, and shall contain only Arabic numerals and capital Latin characters. Accented characters shall be presented without their accents (e.g. Ö shall be presented as O rather than OE).
- 2.20 The Contract is concluded between the Parties – constituting the mutual will of the Parties – when the Contracted Toll Payer receives the electronic Customer Registration ID sent by NTPS Plc. after registration (that is, after filling out the Data Registry Form.) The registration of a vehicle shall be considered complete when specifically confirmed by NTPS Plc. in an email sent to the Contracted Toll Payer’s address.
- 2.21 Any Tolloed Motor Vehicle registered with a Registered Vehicle Data Form shall be assigned to a Current Account. For any given Tolloed Motor Vehicle, Road Use Authorisation requires assignment to a Current Account with adequate funds that provide for the payment of the consideration for tolloed road use. The obligation period shall start as of the assignment to the Current Account taking effect. The time of taking effect shall be the time when the Toll System confirms the assignment on the interface visible to the Contracted Toll Payer.
- 2.22 Withdrawal of the Tolloed Motor Vehicle from the Current Account shall mark the end of the obligation period. This shall not be equivalent to the deletion of the Registered Vehicle Data Form; the vehicle concerned may, at the Contracted Toll Payer’s discretion, be reassigned to another Current Account according to Section 2.21. This provision shall be without prejudice to the Contracted Toll Payer’s liabilities based on other grounds. The scope of such liabilities shall include road use which has not been declared but has been completed before the deletion, and is thus subject to toll declaration.
- 2.23 The Contracted Toll Payer shall undertake an obligation to pay the toll for the tolloed road use of registered vehicles during the term of the Contract. That commitment shall be in effect from the assignment of the Tolloed Motor Vehicle to the Current Account (Section 2.13) until its withdrawal (Section 2.14). Where the same vehicle is covered by the simultaneous liability of several Contracted Toll Payers, the obligation shall be addressed the one by which the payment obligation is fulfilled. Where no payment is made by any of the Contracted Toll Payers and no Road Use Authorisation has been obtained otherwise for the given vehicle for the Unit Tolloed Section involved in the road use, grounds exist under the Toll Act for unauthorised road use. The Contracted Toll Payer shall be under an obligation to pay, whether or not specifically called upon to do so, any Toll that has not been paid in accordance with these GTC.
- 2.24 The Contracted Toll Payer shall acknowledge that any statements made via the Internet Portal (primarily on changes concerning the Data Registry Form or the Registered Vehicle Data Form) shall be considered as statements made by the Contracted Toll Payer, whether made directly by itself or its agent or representative or any third party.

3. Contracts charged to Current Accounts

3.1 Under a Contract made pursuant to this title, the Contracted Toll Payer undertakes an obligation to pay the Toll (consideration for Road Use Authorisation) for road use by vehicles in respect of which it is committed under the Contract to pay the Toll against its Current Account Balance in accordance with the rules set out in this title. That undertaking shall also entail the obligation to ensure that the Current Account Balance will at all times provide sufficient funds for the fulfilment of the obligation to pay the Toll as undertaken in the Contract. The Contracted Toll Payer shall have exclusive and irrefutable liability for that obligation.

3.2 Contracts may be made at NTPS Plc.'s customer service offices, on the Internet Portal, and with resellers. Further information related to contracting may be provided on the Internet Portal.

3.3 When charged to a Current Account Balance, Road Use Authorisation may be obtained by purchasing a Route Ticket or by using an OBU provided by a Toll Declaration Operator.

3.4 Topping up the Current Account is possible:

3.4.1 through the Internet Portal;

3.4.2 at the customer service offices of NTPS Plc;

3.4.3 at the points of sale of NTPS Plc. resellers;

3.4.4 via bank transfer according to items a)-b):

a) Bank transfer is to be made to the bank account of NTPS Plc. opened for this particular purpose under account number 10402166-49555557-57541313 (IBAN: HU11 104021664955555757541313). Only the current account number used for individual road use needs to be indicated in the comment field of the bank transfer order.

b) Pursuant to an agreement between KAVOSZ Vállalkozásfejlesztési Zrt. (hereinafter „KAVOSZ VF”), acting as creditor pursuant to the Government Decree No. 323/2013 (VI.30.) on the state guarantee and interest subsidy for the distance-based pro-rata payment of toll for the use of motorways, expressways and main roads, and NTPS Plc., as well as on the basis of the order of any Contracted Toll Payer that entered into a loan agreement with KAVOSZ VF, KAVOSZ VF may also make the transfer to the bank account of NTPS No. 10402142-49555557-57541306 (IBAN number HU24 10402142 49555557 57541306), opened for this purpose. Pursuant to the agreement between NTPS Plc. and KAVOSZ VF, KAVOSZ VF may make a transfer containing the orders of the contracted toll payers to be executed on the same day on a consolidated basis, in one lump sum, to the bank account specified above and, simultaneously, send a detailed statement to NTPS indicating the Contracted Toll Payers involved in the particular payment order, their individual road use current accounts and the amounts to be credited to each individual road use current account. NTPS Plc. shall manage any transfer sent pursuant to this clause as toll payment by the contracted toll payers, in the amount indicated in the statement sent.

NTPS Plc. shall not be liable if the funds cannot be credited to the individual road use current accounts due to any erroneous or incomplete statement sent by KAVOSZ VF.

3.5 Common provisions applicable to bank transfer under clause 3.4.4:

3.5.1 The funds are credited to the individual road use current accounts (crediting to Current Accounts) no later than on the first banking day after the receipt of the transferred amount in NTPS Plc.'s bank account provided that the transfer was made to the right bank account and NTPS Plc. can identify the Contracted Toll Payer and the individual road use current account beyond any doubt, on the basis of a correctly filled-out Comment section.

3.5.2 The amount transferred shall become available on the Current Account when it is credited by NTPS Plc. When charged to a Current Account, the Road Use Authorisation may be obtained to the extent of the coverage provided by the funds in the Current Account for the Toll payable for the use of the Unit Tolloed Section concerned as established by NTPS Plc. Amounts that will not be credited or are yet to be credited shall not be taken into account as consideration for Toll that has previously become due.

3.5.3 If the comment field of the bank transfer transaction referred to in clause 3.4.4 a) above is empty or is not completed as required, or if in the case of a transfer referred to in clause 3.4.4 b) the detailed statement defined in point b) is incomplete or contains inadequate data, but NTPS Plc. can get a positive ID on the Contracted Toll Payer and the individual road use current account, the transferred amount is credited to the Current Account within three business days.

3.5.4 If NTPS Plc. is unable to identify the contracted toll payer and/or the individual road use current account number beyond any doubt, it will transfer the amount reduced by the costs of the bank transfer to the partner initiating the original bank transfer transaction.

3.6 As regards top-ups made at NTPS Plc.'s customer service offices pursuant to Section 3.4.2, NTPS Plc. expressly states that acceptance of payments made in cash at the cash desks of the customer service offices shall be limited to HUF 1.5 million (one million five hundred thousand Forints).

3.7 The Contracted Toll Payer shall be committed to ensure at all times that, in order to facilitate fulfillment of its payment obligation against its Current Account Balance, the funds on its Current Account are sufficient for the payment of the Toll when due. In that regard, NTPS Plc. shall provide assistance for monitoring Current Account Balances by means of the services under these GTC; however, NTPS Plc. shall not be held liable for any damage resulting from the insufficiency of any Current Account Balance for obtaining and paying for the Road Use Authorisation.

4. Termination of the Contract

4.1 The Contract terminates:

4.1.1 via ordinary termination by the Contracted Toll Payer;

4.1.2 via extraordinary termination by NTPS Plc.

4.2 Termination of the Contract shall be without prejudice to the validity of a Route Ticket that has already been created, but is not yet valid, unless the Route Ticket is returned.

4.3 The Contracted Toll Payer may terminate the Contract in writing with ordinary termination at any time, subject to a 15-day period of notice. During the period of notice, the Road Use Authorisation may be obtained against the Current Account according to the general rules; additionally, during the period of notice the Data Registry Form and the Registered Vehicle Data Form may both be modified. However, no Road Use Authorisation may be obtained against the Current Account following expiry

of the period of notice, whether or not the required conditions are provided pursuant to the General Terms and Conditions of Individual Agreements on Data Reporting by Toll Declaration Operators (hereinafter: “GTC for TDOs”).

4.4 NTPS Plc. may terminate the Contract by extraordinary termination in the event of the Contracted Toll Payer’s severe breach of contract. A severe breach of contract shall be in particular whatever is defined as such under these GTC. NTPS Plc. may also terminate the Contract by extraordinary termination in cases where the Current Account Balance of the Contracted Toll Payer remains unchanged for more than two years, and no Registered Vehicle Data Form is uploaded or deleted by the Contracted Toll Payer over the same period.

4.4.1 For Post-Payment Contracts, NTPS Plc. may exercise its right of extraordinary termination in cases described in Section 5.18 provided that application of the legal consequences under Section 5.18 shall not preclude the exercise of the right of extraordinary termination. The exercise of the right of extraordinary termination shall not prevent NTPS Plc. from the enforcement of any claim that it may have under the Contract.

5. Post-Payment Contracts

5.1 NTPS Plc. shall provide the option of Post-Payment subject to the satisfaction of the conditions set out in these GTC. In that event, a paper-based Contract for Post-Payment (hereinafter: Post-Payment Contract) shall be made in writing at the earliest on the day of signing by NTPS Plc.’s authorised representative.

5.1.1 Under the Post-Payment Contract, the Contracted Toll Payer undertakes the obligation to pay, when due, the Toll incurred in the Period Concerned in respect of all Tolloed Motor Vehicles covered by the Contract.

5.1.2 No payment shall be required of any Toll that has already been paid in respect of a Tolloed Motor Vehicle covered by the Post-Payment Contract or for the payment of which a commitment has been made under the Post-Payment Contract or where Road Use Authorisation has otherwise been obtained for the vehicle concerned.

5.1.3 For the purposes of the Post-Payment Contract, the Period Concerned shall be agreed by the Parties as a specific period identified in the Contract, and the Contracted Toll Payer undertakes to pay any Toll incurred on road use declared between the start and end dates of that period in respect of Tolloed Motor Vehicles covered by the Contract.

5.1.4 A Tolloed Motor Vehicle shall be covered by the Post-Payment Contract where the Tolloed Motor Vehicle has effectively been assigned to a Current Account Using Post-Payment.

5.1.5 Unless otherwise agreed between the Parties, the due date for toll payment shall be established in the specific Post-Payment Contract.

5.1.6 For the purposes of these GTC, the Post-Payment Contract shall be considered as having sufficient funds to the extent that post-payment is allowed by the Post-Payment Contract itself.

5.2 Contracts made pursuant to this title shall be available to Contracted Toll Payers that have been Rated and have thus become authorised to enter into a Post-Payment Contract, as long as they satisfy these conditions. Rating applications may be made at NTPS Plc.’s customer service offices, or by post in a letter addressed to the Operation Department of the NTPS Sales Network

(1134 Budapest, Váci út 45/B). The personal and factual preconditions for the submission of Rating applications are set out in Schedule 2.

- 5.3 NTPS Plc. shall Rate the Contracted Toll Payer within 30 days following receipt of the complete set of documents specified in Schedule 2. Failure to meet that deadline shall not be considered as approval or a favourable rating on the part of NTPS Plc.
- 5.4 Based on the Rating, Performance Security may be required. The Performance Security may either be a guarantee or caution deposited in cash. Where the Performance Security established in the Contract is not provided within 30 days, the Contract shall be terminated.
- 5.4.1 A Performance Guarantee provided in the form of a guarantee shall be solely a bank guarantee or insurance guarantee provided by a credit institution registered by the National Bank of Hungary and with active legal status or an organisation covered by Act LXXXVIII of 2014 on the Business of Insurance. Other requirements in respect of the guarantee:
- 5.4.1.1 in Hungarian;
- 5.4.1.2 the beneficiary of the guarantee shall be the National Toll Payment Services Plc;
- 5.4.1.3 it can be revoked solely with the consent of the beneficiary;
- 5.4.1.4 the guarantee shall be valid for at least one year;
- 5.4.1.5 in the case of a breach of contract by the Person Liable to Toll Payment, it shall grant to the beneficiary, without examining the underlying legal relationship, an unconditional call upon the guarantee, which the issuer of the guarantee shall perform within no more than 5 (five) business days of receipt of the request for calling upon the guarantee;
- 5.4.1.6 the issuer of the guarantee consents to the transfer of the right to enforce the guarantee and to the assignment of the guarantee.
- 5.4.2 If the Contracted Toll Payer provides the Performance Guarantee in the form of a collateral amount, then it shall be payable by wire transfer to National Toll Payment Services Plc. bank account No. 10402142-49555557-57541203 (IBAN: HU89104021424955555757541203) indicating "post-paid toll guarantee" in the "Comments" section.
- 5.5 30 (thirty) days prior to the expiry of the guarantee, the Contracted Toll Payer shall submit to NTPS Plc. a new guarantee that complies with the provisions of Section 5.4.1. Failure to do so shall be considered as a severe breach of contract, and shall give NTPS Plc. the grounds to suspend sales of the Road Use Authorisation against a Current Account Using Post-Payment and, following the expiry of the guarantee, to terminate the Post-Payment Contract with immediate effect.
- 5.6 When charged to a Current Account Using Post-Payment, the Road Use Authorisation may only be obtained following the contractual placement of Performance Security under Section 5.4.
- 5.7 As an additional precondition for entering into the Contract, NTPS Plc. may require that a Contract under Title 3 be in place.
- 5.8 The Contracted Toll Payer acknowledges that if during the term of the Post-Payment Contract or upon termination thereof the Person Liable to Toll Payment has unpaid outstanding amounts owing to NTPS Plc., which it fails to pay within the deadline provided by NTPS Plc. in its notice sent by post, then NTPS Plc. shall be entitled to seek satisfaction from the amount of the

Performance Security to the extent of its accounts receivable. If the amount of the Performance Security is insufficient for satisfying the liability owing to NTPS Plc., then NTPS Plc. shall be entitled to enforce any claims over the Performance Security by legal action. If upon termination of the Post-Payment Contract the Person Liable to Toll Payment does not have any outstanding debts owing to NTPS Plc., then the Performance Security shall be reimbursed by wire transfer or, in the case of a guarantee, returned to the Person Liable to Toll Payment within 15 (fifteen) days of the termination of the Post-Payment Contract. The Person Liable to Toll Payment acknowledges that if the Performance Security is either partly or wholly used prior to the termination and during the validity period of the Post-Payment Contract, then, upon notice from NTPS Plc., the Person Liable to Toll Payment shall top up the Performance Security to the amount specified by NTPS Plc. within 15 (fifteen) days or, if the entire amount of the Performance Security was used, then it shall provide to NTPS Plc. a Performance Security in the same amount as the previous Performance Security, in accordance with the terms of these GTC.

5.9 The Service Provider shall use the amount of the Performance Security used in accordance with the following order:

- 5.9.1 costs related to the enforcement of the claim,
- 5.9.2 interest on the principal claim,
- 5.9.3 the amount of the principal claim.

5.10 During the term of the Post-Payment Contract, the Contracted Toll Payer may request from NTPS Plc. that the type of Performance Security be modified provided that the terms of Section 5.4 shall be applicable to the terms of the new Performance Security. The Performance Security provided earlier shall be returned to the Contracted Toll Payer within 10 (ten) days of acceptance of the new Performance Security by NTPS Plc. If the Contracted Toll Payer fails to provide the new Performance Security to NTPS Plc. within 10 (ten) days of receiving written approval from NTPS Plc., the Contracted Toll Payer shall be deemed to have withdrawn its request for the modification of the type of the Performance Security.

5.11 Where the Contracted Toll Payer falls into arrears with its payment obligation under the Post-Payment Contract, NTPS Plc. may suspend the option of Post-Payment, simultaneously notifying the Contracted Toll Payer (Suspension of Post-Payment).

5.12 NTPS Plc. shall review compliance with the requirements of post-payment in respect of the Contracted Toll Payer within one year of contracting. Within 15 (fifteen) days following receipt of the notice to that effect, the Contracted Toll Payer shall submit the documents, certificates and other data pursuant to Schedule 2 of the GTC to NTPS Plc. in order to obtain a new Rating. Based on the Rating, NTPS Plc. shall keep the Contract in effect without any changes to its contents, order the amount of the Performance Security to be reduced, or topped up within 30 days, or terminate the Post-Payment Contract with immediate effect. In the event of any delays to topping up the Performance Security, the provisions of Section 5.8 shall apply.

5.13 In the Post-Payment Contract, in alignment with the characteristic road use pattern of the Contracted Toll Payer, the Parties may agree on the following reference periods:

Weekly settlement of accounts
<i>from the 1st day of the month concerned to the 7th day of the month concerned</i>
<i>from the 8th day of the month concerned to the 14th day of the month concerned</i>
<i>from the 15th day of the month concerned to the 21st day of the month concerned</i>
<i>from the 22nd day of the month concerned to the 28th day of the month concerned</i>

<i>from the 29th day of the month concerned to the last day of the month concerned.</i>
Biweekly settlement of accounts
<i>from the 1st day of the month concerned to the 14th day of the month concerned</i>
<i>from the 15th day of the month concerned to the 28th day of the month concerned</i>
<i>from the 29th day of the month concerned to the last day of the month concerned.</i>
Monthly settlement of accounts
<i>from the first day of the month concerned to the last day of the month concerned.</i>

- 5.14 Within the reference period specified in Section 5.13, NTPS Plc. may issue an interim invoice within the reference period if the amount of the toll levied on the basis of the road use by the Person Liable to Toll Payment reaches:
- in the case of weekly settlement of accounts 45% of the customer limit;
 - in the case of biweekly settlement of accounts 60% of the customer limit;
 - in the case of monthly settlement of accounts 75% of the customer limit.
- 5.15 Where the Toll levied within the reference period amounts to at least 100% of the Performance Security, no Road Use Authorisation shall be obtained against the Current Account Using Post-Payment until the invoice issued by NTPS Plc. is paid.
- 5.16 For the purposes of the Post-Payment Contract, timely payment shall be defined as the consideration for the invoice issued by NTPS Plc. being credited to the bank account of NTPS Plc. within 8 days following the date of the invoice. The comment field shall indicate the number of the Current Account Using Post-Payment and the serial number of the invoice issued.
- 5.17 In the event of the Suspension of Post-Payment, the Contracted Toll Payer shall provide for another means of maintaining a legal relationship based on which the Road Use Authorisation may be obtained. Where NTPS Plc. required that a Contract under Title 3 be in place, the Toll shall be charged to the Current Account provided that its funds are sufficient.
- 5.17.1 The notification about the Suspension of Post-Payment shall explain the reason for the suspension.
- 5.17.2 Payments more than 30 days past due shall cause the option of Post-Payment to be forfeited, that is, the Contracted Toll Payer shall not be eligible for Post-Payment subsequently even after the complete fulfilment of its payment obligation.
- 5.18 In the event of several late payments by the Contracted Toll Payer or when payment is considerably late (more than 5 days past due), NTPS Plc. may apply the rules for on-board units declared invalid, simultaneously notifying the Contracted Toll Payer. Application of this provision shall preclude the Contracted Toll Payer's eligibility for Post-Payment.
- 5.19 NTPS Plc. may terminate the Post-Payment Contract with immediate effect where a non-appealable court order has been issued for liquidation proceedings against the Contracted Toll Payer.

5.20 In addition to the cases provided for in this title, the Post-Payment Contract may also be terminated by either party by ordinary termination subject to a 30-day period of notice.

6. Rules concerning Route Tickets in payments for the Road Use Authorisation

6.1 A Route Ticket shall provide Road Use Authorisation for one trip on the predefined route included in the Route Ticket, during its validity period, for the Tolled Motor Vehicle specified, provided that Vehicle Data have been recorded accurately and the remaining sections of the Registered Vehicle Data Form are complete.

6.1.1 Route Tickets shall be valid for up to 48 hours. Where the creation of a Route Ticket and the start of its validity fall on the same calendar day, the start of validity shall be the same as the time at which the Route Ticket is created. The end of validity shall be the end of the calendar day following the start of validity at the latest. Validity shall also end when the Route Ticket has been used in full or in part.

6.1.2 A Route Ticket shall be created on condition that it is calculated, its consideration is paid, and the corresponding Road Use Authorisation is created in the Toll System. Payment is completed when the Route Ticket is calculated against a Current Account, it is approved by the Contracted Toll Payer and sufficient funds are available on the Current Account. While the creation time of a Route Ticket is not necessarily identical to the start of its validity, the start of validity shall not precede the creation time. The start of validity shall be specified by the Contracted Toll Payer by specifying the start date of validity. Where the start of validity and the date of creation are different, the Route Ticket shall be valid from the selected calendar day and provide a Road Use Authorisation until the end of the calendar day following the start of validity, for the Route specified and for a single trip. For the purposes of this Subsection, a Route Ticket purchased during the Post-Payment Contract shall be considered paid.

6.1.3 The validity of a Route Ticket shall not start later than the 30th day following the calculation date.

6.1.4 The Contracted Toll Payer acknowledges that the toll road network is established in the MNDD. Where changes occur to the toll road network as a result of amendments to the MNDD that have been promulgated, but have not entered into force before the Route Ticket is calculated, and the Route for which the Route Ticket is created includes a toll road section affected by the change, the validity of the Route Ticket shall not start later than the second day preceding the effective date of the amendment. NTPS Plc. shall not be held liable for any damage resulting from a breach of this provision.

6.2 Routes shall be calculated by the NTPS Plc. based on the parameters specified by the Contracted Toll Payer. In the course of calculation, NTPS Plc. shall provide an interface for the detailed study, modification and recalculation of the Route, and create an itinerary for the calculated Route. Based on the parameters specified, for calculation purposes, NTPS Plc. shall take into account the weight, traffic and other restrictions applicable either specifically to the vehicle known to it or in general as well as all other traffic rules. Except as provided for in this section and its subsections, NTPS Plc. shall not be held liable for any damage or additional expenses resulting from calculation.

6.2.1 NTPS Plc. shall not be held liable for any restrictions that are not known to it. Obtaining information on such restrictions shall be the responsibility of the Contracted Toll Payer or the Road User.

6.2.2 For calculation purposes, NTPS Plc. shall not take into account periodic restrictions to the extent that the validity period of the Route Ticket includes a period that is subject to periodic restriction. Obtaining information on periodic restrictions shall be the responsibility of the Contracted Toll Payer or the Road User.

6.2.3 NTPS Plc. shall calculate Routes by taking into account Unit Tolled Sections under the MNDD, and shall not be held liable for the placement of road signs that are inconsistent with the provisions of the MNDD.

6.3 Where a Route Ticket is lawfully returned, its value shall be credited to the Current Account of the Contracted Toll Payer. In the case of Post-Payment, the value of Route Tickets returned within the Period Concerned shall not be taken into account for settlement and shall be credited outside of the Period Concerned.

6.4 Each Route Ticket must be purchased for the Route that belongs to the route number indicated on the receipt issued for the route permit in cases where an overweight or oversize vehicle obtains Road Use Authorisation through the purchase of a Route Ticket and the Route Ticket is not purchased from the Hungarian Public Road Non-profit Ltd.

7. Rules for the use of Toll Declaration Operators

7.1 The Contracted Toll Payer may use a Toll Declaration Operator to declare tolled road use by the Tolled Motor Vehicles covered by the Contract.

7.1.1 NTPS Plc. shall publish a list of eligible audited Toll Declaration Operators on the Internet Portal.

7.1.2 In order to ensure a consistent and high level of service, NTPS Plc. shall require that Toll Declaration Operators comply with the non-discriminatory requirements set out in the specific General Terms and Conditions, but shall not be held liable for the services of Toll Declaration Operators.

7.1.3 Under the General Terms and Conditions of Individual Agreements on Data Reporting by Toll Declaration Operators (“GTC for TDOs”), both NTPS Plc. and the Toll Declaration Operator may terminate the legal relationship between them. NTPS Plc. may only exercise this right within the confines of the GTC for TDOs, under such circumstances provided for therein that preclude continued cooperation. The Contracted Toll Payer acknowledges that NTPS Plc. shall not be held liable for any damage resulting from the exercise of this right and shall not be obliged to bear any additional expenses that may arise therefrom.

7.1.4 NTPS Plc. shall inform the Contracted Toll Payer within 2 (two) business days of becoming aware of the occurrence of the event described in Section 7.1.3.

7.1.5 The data reported by the Toll Declaration Operator shall constitute a toll declaration, giving NTPS Plc. the grounds to establish the amount of the Toll and to demand contractual payment of that amount. NTPS Plc. shall receive reports of such data on the basis of the data collected by the Toll Declaration Operator from the On-Board Unit supplied by the Toll Declaration Operator, which shall have full liability for the services provided by the On-Board Unit and by itself.

7.1.6 The Contracted Toll Payer acknowledges that, in order to carry out tasks in support of toll enforcement, NTPS Plc. is entitled to impose rules in the GTC for TDOs that concern logic or the establishment of deadlines for data reporting which may prevent the Road Use Authorisation from being granted even if data have been duly reported. When exercising this right in accordance with the GTC for TDOs, NTPS Plc. shall not be liable to the Contracted Toll Payer; however, it shall undertake to be non-discriminatory in its requirement for the Toll Declaration Operator to assume liability for any resulting damage.

7.1.7 The Contracted Toll Payer acknowledges that, in the event of being informed by the Toll Declaration Operator to that effect under the GTC for TDOs, it shall be required to provide the Road Use Authorisation without the Toll Declaration Operator's service, e.g. by means of Route Tickets.

7.2 Except as provided for in the applicable Subsection hereof, the Toll Declaration Operator may only perform its service in reliance on the approved and registered On-Board Units it supplies. On-Board Units shall be registered using the interface for the Data Registry Form.

7.2.1 For the performance of its service, the Toll Declaration Operator may also rely on On-Board Units that are no longer registered, but were registered under the GTC for TDOs with retroactive effect to the registration period.

7.2.2 The Contracted Toll Payer acknowledges that its Toll Declaration Operator will only be in a position to carry out the declaration obligations imposed on the Contracted Toll Payer when the Tolerated Motor Vehicle concerned has been assigned to the On-Board Unit mounted on it. To that end, NTPS Plc. is hereby authorised to supply the Toll Declaration Operator with the data required for that assignment (registration number to On-Board Unit) in order for the latter to carry out its declaration obligations contractually.

7.3 The Contracted Toll Payer may provide a telephone number for any of its vehicles registered by means of a Registered Vehicle Data Form in order that NTPS Plc. disclose the telephone number to the Contracted Toll Payer's contracted Toll Declaration Operator to enable the latter to perform its service to the Contracted Toll Payer or other contractual obligations.

8. Register of Invalidated On-Board Units for the use of Toll Declaration Operators

8.1 NTPS Plc. shall maintain a register of invalidated On-Board Units (hereinafter for the purposes of this title: RIOBU), which shall contain all On-Board Units, registered previously on Data Registry Forms, in respect of which the available Current Account funds are insufficient under these GTC for the use of the Unit Tolerated Section declared (Uncovered Toll Declaration), preventing the Road Use Authorisation from being granted.

8.2 In the RIOBU, NTPS Plc. shall record those On-Board Units that have been reliably ascertained to be stolen or inappropriately used. It may also record On-Board Units in the RIOBU in any other cases where this is allowed under the Implementation Decree.

8.3 In the RIOBU, NTPS Plc. shall record On-Board Units and registration numbers of the Tolerated Motor Vehicles for which the On-Board Units provide data required for the establishment of toll payment obligations. This shall not prevent the Tolerated Motor Vehicle from acquiring the Road Use Authorisation by other means.

8.4 The On-Board Unit and the registration number of the associated Tolerated Motor Vehicle shall be entered on the RIOBU when the Uncovered Toll Declaration becomes known to NTPS Plc. provided that the conditions for RIOBU entry exist at that time.

8.4.1 Uncovered Toll Declaration shall be established by the Parties in cases where, based on the data reported by the Toll Declaration Operator, no funds are available in the Current Account to cover the consideration, as and when due, for the Road Use Authorisation in respect of the Unit Tolerated Section concerned.

8.5 NTPS Plc. shall provide information on RIOBU entries and removals free of charge, without being specifically requested by the Contracted Toll Payer. RIOBU transactions shall take effect irrespectively of being notified.

8.6 Where a RIOBU entry was made for the reason described in Section 8.1, NTPS Plc. shall remove the OBU–registration number association on condition that the Current Account is topped up with sufficient funds for the payment of the Toll in respect of the Tolled Road Use concerned. The conditions for toll payment shall be considered provided where Current Account funds are sufficient to pay the consideration for the next road use declared, but amount to at least 500 HUF. Where its conditions are provided, removal shall be automatic as soon as the amount of the top-up is credited to the Current Account. NTPS Plc. shall notify removals to the Contracted Toll Payer.

8.7 Where a RIOBU entry was made for the reason described in Section 8.2, it shall be removed when the underlying reason ceases to exist.

9. Services related to toll payment

9.1 The services under this title shall be provided by NTPS Plc. free of charge. NTPS Plc. shall not be held liable for the availability and timely performance of the free services provided by it. The Contracted Toll Payer shall use the services under this title in acknowledgement of the fact that NTPS Plc. shall not be liable for their correctness. The data reported as part of any service under this title shall be informative only and shall not give grounds for the establishment of any right.

9.2 NTPS Plc. shall rely on the available capacity of the Toll System for the provision of the services hereunder. Where required or necessitated by the functioning or operation of the Toll System, the services may be suspended by NTPS Plc., or discontinued for extensive periods without prior notice.

9.2.1 In the event of the circumstances described herein occurring, the suspension of the service may be notified to the Contracted Toll Payer via information posted on the Internet Portal.

9.3 The Contracted Toll Payer may request the Low Balance Alert (LBA) service.

9.3.1 In essence, LBAs are alerts sent by NTPS Plc. to the Contracted Toll Payer whenever the Current Account Balance drops below the amount specified by the Contracted Toll Payer.

9.3.2 NTPS Plc. may unilaterally determine the lowest amount that may be set and may propose such an amount by taking into account the Contracted Toll Payer's average transactions.

9.3.3 LBAs are not recurring messages, and are sent once whenever the Current Account Balance drops below the amount specified.

9.4 The Contracted Toll Payer may request the Fine Alert (FA) service.

9.4.1 Essentially, FAs are alerts sent by NTPS Plc. to the Contracted Toll Payer whenever road use by a Tolled Motor Vehicle is detected that is presumably unauthorised.

9.4.2 The presumption under Section 9.4.1 shall be made following a reasonable technological lag rather than at the time of detection.

9.5 The Contracted Toll Payer may raise queries with NTPS Plc. as to its topped up but unused Current Account Balance or, respectively, as to its outstanding balance (the sum of unpaid declarations) under a Post-Payment Contract.

9.6 The Contracted Toll Payer may raise queries with NTPS Plc. as to its road use transactions. Queries for transactions may be raised for periods specified by the Contracted Toll Payer in calendar days. However, the period specified shall not precede the date of the query by more than 5 years (limitation period).

10. Ad-Hoc Route Tickets

10.1 Ad-Hoc Route Tickets shall be governed by the provisions of Title 6, subject to the derogations specified in this title.

10.2 The purchase of an Ad-Hoc Route Ticket shall not require a Data Registry Form to be completed, given that the completion of a Vehicle Data Form, the confirmation of a Unique Road Use Identifier by NTPS Plc. and the payment of the Toll as and when due according to the Route (Toll System entry) shall give rise to Road Use Authorisation as specified in the Ad-Hoc Route Ticket.

10.2.1 An Ad-Hoc Route Ticket shall give rise to Road Use Authorisation in respect of the Tolloed Motor Vehicle designated in the completed Vehicle Data Form, on the Route included in the Route Ticket, during its validity period.

10.2.2 The Vehicle Data Form shall contain the same data as the Registered Vehicle Data Form.

10.3 An Ad-Hoc Route Ticket shall be valid from its confirmation until the end of the following day at the latest. An Ad-Hoc Route Ticket shall also become invalid when it no longer provides Road Use Authorisation for the use of additional Toll Road Sections.

10.4 Ad-Hoc Route Tickets may not be returned or modified.

10.5 When an Ad-Hoc Route Ticket is purchased, the Contracted Toll Payer's toll payment obligation and liability shall be fulfilled through payment of the Ad-Hoc Route Ticket during its validity period, without any additional payment obligations imposed in respect of the movements of the designated Tolloed Motor Vehicle on the designated Route.

10.6 When an Ad-Hoc Route Ticket is purchased, the Contract shall terminate upon expiry of the validity of the Ad-Hoc Route Ticket. The Contract shall not terminate or be terminated otherwise.

10.7 Payments for Ad-Hoc Route Tickets sold via resellers shall be made as specified by the respective resellers. When sold by NTPS Plc., payments shall be made through the use of the simultaneous payment functions provided on the Internet Portal or at customer service offices.

10.8 At NTPS Plc.'s customer service offices, cash purchases of Ad-Hoc Route Tickets shall be limited to HUF 1,500,000 (one million five hundred thousand Forints).

10.9 Section 3.4 shall apply to this title as appropriate.

11. Provisions for customer service offices

11.1 In order to serve Contracted Toll Payers and other customers, NTPS Plc. maintains the following customer service channels through which information can be requested and provided, reports and complaints can be lodged and matters can be arranged:

11.1.1 Customer service offices. At customer service offices, during the opening hours, customers may use the services defined in the Implementation Decree or start arranging matters. Customer service offices and their contact details are listed in Schedule 1 to these GTC.

11.1.2 Call Center.

11.1.3 Mail

11.1.3.1 Electronic mail (ugyfel@hu-go.hu)

11.1.3.2 Mail sent by post to the post office box of the central customer service office

11.2 If a complaint is lodged, the complainant shall provide the reason for the complaint, the data required for the identification of the complainant and the Unique Road Use Identifier and shall enclose all documents and evidence on the basis of which the complaint is made. NTPS Plc. shall respond to complaints within 30 days of receipt.

11.3 The Contracted Toll Payer acknowledges that in response to requests submitted through the channels specified in Section 11.1, NTPS Plc. may use the contact details specified in the Data Registry Form. Unless expressly provided otherwise, NTPS Plc. may respond using the contact details which it has specified, but shall not require any method of communication that may result in unreasonable or disproportionate expenses.

11.4 In communications under this title, in responding to requests by the Contracted Toll Payer NTPS Plc. shall primarily rely on the information provided by the Contracted Toll Payer. NTPS Plc. shall not be held liable for any inaccurate information provided in reliance on false, untrue or misleading information received from the Contracted Toll Payer.

12. Data processing

12.1 The data processing identifier issued by the Hungarian National Authority for Data Protection and Freedom of Information to NTPS Plc. is **NAIH-66320/2013**.

12.2 By accepting the GTC, the Contracted Toll Payer acknowledges that NTPS Plc. is entitled to process the personal data provided by the Contracted Toll Payer or related to the Contracted Toll Payer (including, without limitation, any personal data provided by the Contracted Toll Payer in relation to the Service) in compliance with Article 26 of the Toll Act. In particular, NTPS Plc. may process the following data:

12.2.1 for a Road User, Operator or Contracted Toll Payer who is a natural person, their name, residence, mother's name, place and date of birth, e-mail address, telephone number, payment account number and the data of their personal identification document;

12.2.2 for a Road User, Operator or Contracted Toll Payer who is a legal person, their name, registered office, company registration number or other identifier issued by the registration authority, their e-mail address, telephone number and payment account number;

12.2.3 the rate of the tolls and fines payable and paid;

12.2.4 the place and time of road use;

12.2.5 the place and time of toll payment;

12.2.6 registration number of the tolled motor vehicle or combination of vehicles;

12.2.7 features of the tolled motor vehicle or combination of vehicles necessary to determine the vehicle category;

12.2.8 identification data of registered on-board units;

- 12.2.9 photo of the tolled motor vehicle and its official marking (for the period provided in the Toll Act);
- 12.2.10 where unit tolled sections are used pursuant to a route ticket, the route, the period permitted to cover that route, and the document number;
- 12.2.11 the gross weight, axle load and size of the motor vehicle or articulated vehicle combination.
- 12.3 NTPS Plc. shall process the data for the performance of its tasks as a bound service provider and, in its capacity as toll charger, the tasks determined in Article 6(4) and Article 17 of the Toll Act for the period regulated in the Toll Act. In its capacity as Supporting Toll Enforcement Agency, NTPS Plc. may transfer the data to the Toll Enforcement Agency or to other entities specified in the Act with the purpose of performing its tasks under the Toll Act.
- 12.4 NTPS Plc. may transfer personal data to its contractual partners engaged in order to perform the tasks related to its day-to-day operation (e.g. bookkeeping, IT services, correspondence data, database maintenance, disbursements, processing of contact details or any other purpose permitted by law, of which information may be requested on a case-by-case basis) in the cases specified by law and to the competent authorities pursuant to the provisions of the Data Protection Act and the Toll Act.
- 12.5 Personal data is accessed by the staff administering matters on a day-to-day basis in relation to the service.
- 12.6 The personal data which need to be processed for the purpose of compliance with any statutory obligation imposed on the data controller or to enforce any legitimate interest of the data controller or any third party (if the enforcement of this interest is proportionate to the limitation of the right related to the protection of personal data) may be processed without any further consent and even after the withdrawal of consent (pursuant to the Data Protection Act).
- 12.7 If the Contracted Toll Payer provides NTPS Plc. with the personal data of any third party, by providing such data the Contracted Toll Payer represents and warrants that the relevant person has given express, unambiguous, well-informed consent in accordance with the relevant laws and regulations to the processing of their data as set out in these GTC, in particular, to data transfer to NTPS Plc.
- 12.8 Information may be requested from NTPS Plc. about the processing of personal data and requests may also be made for the rectification, erasure or restriction of personal data as well as for copies of the personal data processed by NTPS Plc. in connection with the Contracted Toll Payer. In the cases described by law an objection may be made against the processing of personal data. In the unexpected event of any right related to personal data being violated, a remedy may be sought from the competent data protection authority (Hungarian National Authority for Data Protection and Freedom of Information, 1125 Budapest, Szilágyi Erzsébet fasor 22/C.; mailing address: 1530 Budapest, Pf.: 5., telephone: +36 1 391-1400; fax: +36 1 391-1410; email: ugyfelszolgalat@naih.hu, website: www.naih.hu) or court. Articles 14 to 25 and Articles 51/A to 58 of the Data Protection Act contain the detailed rights and remedies available in relation to data processing.
- 12.9 The Contracted Toll Payer surveys, familiarises itself with and accepts the technical facilities, risks and limitations associated with the exercise of the Road Use Authorisation, especially with the conclusion of an agreement by electronic means and electronic communication. The Contracted Toll Payer shall, in particular, ensure the safe use of the devices applied in relation to the exercise of the Road Use Authorisation, the safety of data stored on them and that any necessary precaution is taken (e.g. using antivirus and antispyware software, installing other security updates, selecting identifiers and passwords affording sufficient protection).

Furthermore the Contracted Toll Payer ensures that its data used in the course of exercising the Road Use Authorisation (e.g. personal data, passwords, identifiers) are safely used and it shall prevent any unauthorised person from accessing such data in this context. The Contracted Toll Payer shall immediately notify NTPS Plc. if it notices any abuse or misuse or other irregularity in relation to the above data, if necessary, describing the relevant fact and anticipated consequences in detail. In respect of the above, the Contracted Toll Payer shall have exclusive liability (unless otherwise provided for by the provisions of the relevant laws and regulations not permitting any deviation) in particular for (i) the consequences of the use of electronic devices coming into existence or applied when the Road Use Authorisation is exercised or any downtime or disruption of their operation; (ii) consequences arising out of the degeneration, loss, theft or uploading failure of the data used when the Road Use Authorisation is exercised; (iii) any delay in the transfer of information; (iv) consequences arising out of the appearance of viruses and other harmful components; (v) consequences arising out of any failure of software, hardware or any other technical devices or networks.

13. Governing law and settlement of disputes

- 13.1 The Parties agree that any issues related to the legal relationship existing between them shall be governed by the Hungarian law.
- 13.2 These GTC have been prepared in Hungarian and the Hungarian version shall prevail for the purposes of any contracts made.
- 13.3 Issues not provided for in these GTC shall be governed by the other provisions of the Contract made between the Parties and the relevant laws and regulations of Hungary. The other provisions of the Contract shall also prevail in the event of any derogation from the regulations of the GTC.
- 13.4 The invalidity or nullity of any provision of the Contract shall not invalidate or nullify any of the remaining provisions of the Contract or the Contract as a whole.
- 13.5 The Parties shall seek to settle any disputes arising between them out of the Contract primarily through negotiations by mutual written agreement within 30 (thirty) days of the disputed fact, data or circumstance arising. Where no mutual written agreement is made within that timeframe, the Parties shall submit themselves to the exclusive jurisdiction of the Central District Court of Buda, depending on the amount of the claim in dispute.

14. Amendments

- 14.1 NTPS Plc. may amend these GTC unilaterally.
- 14.2 NTPS Plc. shall notify its customers about any amendments by means of a notice posted on the Internet Portal at least 15 (fifteen) days prior to the amendments taking effect.
- 14.3 Failure to provide notification as required in Section 14.2 shall not prevent the amendment from taking effect if the amendment has become necessary solely due to a law amendment affecting the contents of the GTC and the time between the publication and effective date of the relevant law would not allow for meeting the deadline specified in Section 14.2.
- 14.4 In the notice, NTPS Plc. shall draw the attention of the Contracted Toll Payers to the fact that, after the date of notice until the amended GTC's date of entry into force, the Contracted Toll Payers are entitled to terminate the Road Use Contract with effect from the amended GTC's date of entry into force. In this case, the date of termination of the Contract shall be the amended GTC's date of entry into force.

14.5 By means of a unilateral statement with immediate effect, NTPS Plc. may amend any part of these GTC that does not give rise to any right or obligation in respect of either NTPS Plc. or the Contracted Toll Payer. The Parties agree that parts not affecting rights and obligations shall include, in particular, Schedule 1 and the company data and contact details of NTPS Plc.

14.6 NTPS Plc. shall make available all previous versions of the GTC on its website.

15. Confidentiality

15.1 The Parties agree to treat any information concerning the Contract and any activity performed pursuant to it in strict confidence as business secrets. Any information obtained in that manner may only be disclosed to third parties in any way if required by law or based on an express, prior written consent of the other party.

15.2 No breach of contract shall occur when either party discloses any information constituting a business secret to a court, authority or any other agency specified by law as having competence and jurisdiction in order to exercise any lawful right or to perform any obligation specified by law.

15.3 Each of the Parties may claim damages from the other Party for any injury resulting from a breach of contract caused through a breach of confidentiality.

15.4 The Parties agree that the confidentiality obligations under this title shall apply during the term of the Contract and shall survive for two years subsequent to its termination.

16. Force Majeure

16.1 No breach of contract shall occur when either party is unable to perform its obligations set out in the Contract for any reason beyond its control that is not attributable to it (force majeure). Such circumstances include without limitation any act of war, riot, sabotage, any attack involving an explosion, major disruption in the energy supply or natural disaster, strike, any measure taken upon the order of bodies authorised under Act CXIII of 2011 on the Hungarian army and measures that can be taken upon the existence of extraordinary legal order and Act XXXIV of 1994 on the police.

17. Supervisory Authority

17.1 Pursuant to Article 10 of Government Decree 382/2016. (XII. 2.) on the designation of authorities for transport administration, the Supervisory Authority shall be the Minister of Innovation and Technology.

17.2 Contact details of the Supervisory Authority:

Postal address: 1011 Budapest, Fő utca 44-50.

Central post office box: 1440 Budapest, Pf. 1

Phone: +36 1 795-1700

Fax: +36 1 795-0697

Office for customer service information: 1011 Budapest, Fő u. 44-50.

Phone: +36 1 795-6766; +36 1 795-3832; +36 1 795-6816

Email: ugyfelszolgalat@itm.gov.hu

18. Transitional provisions

18.1 NTPS Plc. may request the Contracted Toll Payer to report data under Section 2.9 in respect of Registered Vehicle Data Forms uploaded before 3 February 2019 in cases where modifications to the Registered Vehicle Data Form are initiated by the Contracted Toll Payer.

18.2 Where it has obtained official information, NTPS Plc. may also act in accordance with that information pursuant to Section 2.12 in respect of Registered Vehicle Data Forms uploaded before 3 February 2019.

18.3 NTPS Plc. may request the Contracted Toll Payer to report data under Section 2.9 in respect of Registered Vehicle Data Forms uploaded before 3 February 2019 also in addition to what is provided in Sections 18.1 and 18.2. Such requests shall be made by setting a time limit of at least 30 (thirty) days for data reporting.

18.4 The general rules shall apply following expiry of the deadline under Section 18.3.

Schedule 1 – Contact Details of the Regional Customer Services of NTPS

Town	Location	Motorway	Km	Motorway side*	Business hours		
					Mon-Tue, Thu-Fri	Wednesday	Sat-Sun
Budapest	rest area (Szilas rest area)	M3	12	right	0-24	0-24	0-24
Budapest	Üllői út 663.	–	–	–	10-18	10-18	–
Budaörs	rest station (Garibaldi u. 1.)	M1/ M7	9	right	7-19	7-19	8-16
Miskolc	Pesti utca 88-96. (Sever Center)	M30	–	–	8-16	10-18	–
Debrecen	Kassai út 27.	–	–	–	8-16	10-18	–
Szolnok	Abonyi út. lot No.: 8154/34/A	–	–	–	8-16	10-18	–
Gyöngyös	Atkári út 2.	–	–	–	8-16	10-18	–
Nyíregyháza	Debreceni út 256.	–	–	–	8-16	10-18	–
Békéscsaba	Berényi út 93.	–	–	–	8-16	10-18	–
Szeged	Budapesti út 2.	–	–	–	8-16	10-18	–
Pécs	Mohácsi út 16.	–	–	–	8-16	10-18	–
Lajosmizse	rest area	M5	67	right	8-16	10-18	–
Dunaújváros	Venyimi út 8C.	M6	–	–	8-16	10-18	–
Székesfehérvár	rest area	M7	59	right	8-16	10-18	–
Lébény	Motorway Operation and Maintenance Centre	M1	142	left	8-16	10-18	–
Veszprém	Budapest út 89.	–	–	–	8-16	10-18	–
Szombathely	Körmenői út 100.	–	–	–	8-16	10-18	–
Eszteregnye	Motorway Operation and Maintenance Centre	M7	219	right	8-16	10-18	–

Schedule 2 – Conditions for Toll Payment via Post-Payment

1. NTPS Plc. sets the following conditions for toll payment via post-payment.

1.1 No agreement may be concluded for toll payment via post-payment with any applying customer who:

- a. is subject to bankruptcy, liquidation or winding-up procedure,
- b. has been deleted from the company register or against whom such a procedure has been launched,
- c. has not been registered in the company register if the foundation requires registration,
- d. has any debt from a loan agreement, bank guarantee agreement, factoring master agreement or financial lease agreement, overdue for more than six months,
- e. has any overdue and not renegotiated tax, customs and social security debt,
- f. is an offshore entity, and/or whose direct owner(s) is(are) offshore entity(ies) irrespective of their ownership ratio.

Offshore companies

NTPS Plc. Plc shall regard non-resident companies or companies, the direct owners of which include offshore companies, as offshore companies. A company shall be regarded by NTPS Plc. as an offshore company if the company and/or its direct owners have been registered in any of the countries listed below, irrespective of their share of ownership.

- | | |
|------------------------------------|--------------------------------|
| Andorra | Malta |
| Anguilla | Isle of Man |
| Antigua and Barbuda | Marshall Islands |
| Aruba | Mauritius |
| The Bahamas | Monaco |
| Bahrain | Montenegro |
| Barbados | Montserrat |
| Belize | Nauru |
| Bermuda | Niue |
| Cook Islands | Palau |
| Costa Rica | |
| Channel Islands (Guernsey, Jersey) | Panama |
| Commonwealth of Dominica | Solomon Islands |
| Dominican Republic | Samoa |
| Dubai | San Marino |
| Gibraltar | Seychelles |
| Grenada | Sri Lanka |
| Netherlands Antilles | St. Kitts and Nevis |
| Ireland | St. Lucia |
| Cayman Islands | St. Martin |
| Canary Islands | St. Vincent and the Grenadines |
| Liberia | Tonga |
| Liechtenstein | Turks and Caicos Islands |
| Luxemburg | Vanuatu |
| Macao | Virgin Islands (British) |
| Malaysia | Virgin Islands (USA) |
| Maldives | |

- g. whose annual average number of employees did not reach minimum 1 person in the complete, closed business year before the submission of the application (i.e., all of the documents to be submitted as attachments according to items 1.2 and 1.3 of Schedule 2 of the GTC)
- h. has no effective regulatory permits as required for business operation,
- i. is subject to any restriction in operation, ordered by the court,
- j. has any undisputed fine or any other debt to NTPS, overdue for more than 30 days,
- k. has been excluded from the post-payment system within the period of two years prior to the submission of the application for toll post-payment,
- l. has provided untrue or false data in order to participate in the toll post-payment system or for any other reason.

1.2 The customer must complete and duly sign a form on the applicability of the above conditions simultaneously with the submission of the application (for private entrepreneurs, the form has to be completed as a private document fully acceptable as proof).

1.3 In addition to the data forms specified in item 1.2, the submission of the following documents, in printed format and duly signed, is required together with the application. If the document to be submitted contains the company's authorised signature – due to the nature of the document (e.g. specimen signature or a counter-signed sample signature drawn up by an attorney) – then it is not necessary to sign it separately:

- a. authentic certificate of incorporation, issued no more than 30 days prior to the submission of the application;
- b. joint tax certificate, issued no more than 30 days prior to the submission of the application, or a printed and duly signed copy of the database inquiry verifying that the company is included in the list of public debt-free taxpayers' database;
- c. certified specimen signature or counter-signed sample signature drawn up by an attorney (original, or copy certified by a notary public);
- d. audited consolidated financial statements for the last two closed business years, prepared according to the Hungarian accounting regulations or, if no such statements are available, then an annual report or simplified annual report;
- e. if the applicant company does not possess any of the documents listed in items 1.3 a, b and d, it shall be assigned to the high risk category defined in item 1.5, without examination of the further credit rating conditions set out in item 1.4.

1.4 Another condition of toll post-payment is that NTPS should deem the customer creditworthy pursuant to the provisions of its effective regulations. The credit rating of customers is performed based on the following information:

- a. date of foundation
- b. average statistical headcount figure
- c. type of company
- d. financial data
- e. owners
- f. result of the Altman model for the developing markets, calculated on the basis of the data of the last two closed business years

1.5 The customer is classified into low, medium or high-risk customer category as a result of the customer rating procedure. The customer shall provide a performance guarantee to NTPS as specified below to secure its obligations towards NTPS, undertaken in the agreement (including, in particular, toll payment).

- a. low-risk category: no performance guarantee is required
- b. medium-risk category: performance guarantee is required up to 75% of the customer limit
- c. high-risk category: performance guarantee is required up to 100% of the customer limit

The customer limit is calculated on the basis of the customer's financial data, the analysis of the road use data registered in the HU-GO system before the application and with the involvement of an external credit rating company.

1.6 After receiving the submitted documents, NTPS shall decide within 30 days whether the customer is eligible for toll payment via post-payment and on the performance guarantee that needs to be provided in order to participate in the toll post-payment system. If during the assessment supplementation is required, the date of submission of the application for toll post-payment shall be the date of the last submission of missing data.

1.7 If during the period between the submission of the application and the signing of the agreement a change takes place in the data included in the application, the applicant is required to notify the NTPS in writing without delay. On the business day following the receipt by the NTPS of such notification, the customer rating process is restarted with consideration to the changed data, with one month's time allowed for NTPS to complete it.

1.8 When considering the application, NTPS is entitled to verify that the data included in the application are correct and in line with reality and, if during such verification missing data or a discrepancy is ascertained, NTPS shall call upon the customer in writing to provide the missing data or credibly clarify the discrepancy within a deadline of maximum 15 days. On the business day following the receipt by NTPS Plc. of the complete provision of all of the missing data or the documents credibly clarifying the discrepancy, the customer rating process is restarted with consideration to the newly provided or clarified data, with one month's time allowed for NTPS Plc. to complete it.