
General Terms and Conditions

to individual agreements to be entered into for the use of the distance-based electronic toll service system

Effective date: 15 March 2016

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	In consideration of the above, the individual agreement to be concluded based on these GTC is of extreme significance for the uninterrupted and due performance of the activities of NTPS, therefore any breach thereof may cause significant damage to NTPS, that may potentially impact the amount designated in the prevailing act on the budget with respect to the activities of NTPS, or to third parties, including the Hungarian State.	20
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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 Company Limited by Shares (registered office: H-1134 Budapest, Váci út 45. B. épület, registered by the Budapest Metropolitan Court as Court of Registration, under company registration number: Cg. 01-10-043108, tax number: 12147715-2-44) (hereinafter: “**NTPS**”) for the use of the distance-based electronic toll collection system (hereinafter: “**Service**”), in compliance with the provisions of Act LXVII of 2013 on distance-based toll payable for the use of motorways, expressways and main roads (hereinafter: “**Toll Act**”).

Contact details of the Central Customer Service of NTPS:

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

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

1.2 General Provisions

It is obligatory to acquire road use authorization for the use of unit tolled sections, unless otherwise provided for in the applicable legal provisions.

Under the “Toll Act” and these GTC, contracted toll-payers, in the absence of them, the operators of vehicles under Section 1.3 of the GTC, and road users (the person driving the vehicle in the course of road use, irrespective of their citizenship and the country where the vehicle driven or operated or owned by them is kept on record) are obliged to pay toll in respect of vans with the maximum permissible gross weight in excess of 3.5 tons, trailers – including trucks – and articulated vehicle combinations comprising such a motor vehicle and trailer or semi-trailer towed by it (hereinafter “tolled motor vehicle”).

The distance-based toll collection system introduced in Hungary may be used:

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

As a prerequisite for the use of tolled sections (and the establishment of the road use authorization), funds necessary for the payment of the toll should be available, the terms and conditions set out in these GTC should be accepted and an agreement should be entered into.

Pursuant to Government Decree 209/2013 (VI. 18) on the implementation of Act LXVII of 2013 on distance-based toll payable for the use of motorways, expressways and main roads (“**Implementation Decree**”), NTPS is the toll collector authorized to collect tolls, the bound toll service provider and the supporting enforcement agency.

The provisions of these GTC and of the individual agreement and its appendices shall exclusively be applicable to the contractual relationship entered into based on these GTC and the individual contract, thus no practice agreed upon and established between NTPS and the person subject to toll payment in their previous business relations shall become part of the contractual relationship established based on the GTC and the individual agreement. Furthermore, no practice widely recognized and regularly applied in the respective business by the subjects of similar contracts shall either become part of the GTC and the individual agreement.

To the extent permitted by law (also for acts and omissions attributable to the senior executive), the liability of NTPS's senior executive is excluded for any damage caused to third parties in connection with its activity as the senior executive of NTPS, for which NTPS shall exclusively be liable.

The contracting party acknowledges that if the senior executive of NTPS causes any damage to the contracting party in this capacity (including circumstances where such damage is the result of a breach of contract attributable to the senior executive), NTPS shall exclusively be liable. The limitation of the NTPS senior executives' liability under this Section for any damage caused shall exclusively be valid and effective in cases where they act in this capacity, and shall not affect liability for any damage caused under any existing or future contract between NTPS and the contracting party, or in tort. The senior executive of NTPS shall be entitled to make a direct reference to the limitation of liability outlined in this Section.

The contracting party waives its right of making any claim for the determination of liability and the condemnation of the senior executive of NTPS.

The senior executive of NTPS shall be entitled to make a direct reference to the limitation of liability outlined in this section.

The liability of the senior executive of NTPS is entirely excluded in cases of breach of contract on the part of NTPS.

Pursuant to the contract of NTPS or to statutory provisions, NTPS may be replaced in these GTC and in the individual agreement by HTA 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 shall notify the contracting party electronically within reasonable time. In such case the contracting party undertakes to continue to provide the services under the individual agreement without interruption to the replacing entity or assignee or legal successor specified in the notification of NTPS. Having become aware of and having acknowledged the GTC, the contracting party consents to the transfer of the contract to HTA or any other legal entity.

NTPS publishes these general terms and conditions (hereinafter the "GTC") regulating the rights and obligations of the bound toll service provider and the contracted toll-payer in compliance with the relevant laws and regulations.

The GTC forms an integral part of the individual agreement on the use of unit tolled sections and is published in accordance with the provisions of the Toll Act, the Implementation Decree and any other applicable laws.

Unit tolled sections and toll amounts are included in Decree 25/2013 (V. 31.) of the Ministry of National Development on the amount of the toll and toll roads.

The distance-based toll collection system introduced in Hungary is a combined system: the location of tolled motor vehicles is determined with the help of the Global Navigation Satellite System (GNSS).

The position of any tolled motor vehicle is determined by the on-board unit based on the time, the mathematical model of the movement of GNSS satellites and the signals received.

In the distance-based toll collection system the declarations necessary for the payment of the toll shall be prepared based on self-declaration or with the help of toll declaration operators.

The toll is revenue of the Hungarian State.

While providing the services described in the GTC, NTPS acts as the bound toll service provider.

1.3 Definitions

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

“ad-hoc route ticket” (case-by-case route ticket): means a road use authorization purchased in advance – without the need for registration –, requested potentially using the application designated below, for the use of at least one unit tolled section determined in advance in the toll road network with a tolled motor vehicle specified in advance (it cannot be redeemed or pre-paid with registration);

“application”: the iOS and Android IT application made available for download free of charge by NTPS under the name HU-GO Mobile, which enables ad-hoc route tickets to be purchased simultaneously using a bank card (through a VPOS terminal), directly from NTPS;

“toll declaration”: data provision serving as a base 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 provider of data involved with the aim to comply with the toll declaration obligation required by the Toll Act for the imposition and payment of the toll;

“enforcement agency”: the agency in charge of enforcement tasks under the Toll Act or its Implementation Decree;

“supporting enforcement agency”: NTPS Plc, the organization appointed in the Implementation Decree to perform tasks in support of enforcement;

“person subject to toll payment”: primarily a contracted toll-payer, 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 is kept on record;

“toll-free vehicle”: any vehicle exempted from paying toll under the Toll Act and under Decree No. 36/2007 (III.26.) of the Ministry of Economy and Transport on the tolls applicable to the use of motorways, expressways and main roads;

“toll collector”: NTPS Plc, the organization appointed in the Implementation Decree to perform toll collection tasks;

“individual agreement”: the Vehicle Data Form in the event of the purchase of an ad-hoc route ticket, or the Registration Data Form in the event of a route ticket purchased by a registered customer or toll declarations made with the help of an on-board unit, or if the bound toll service provider permits paying the toll via post-payment, then the written agreement made with respect to that;

“individual road usage identifier” (individual route identifier): the identifier produced by the UD Toll System by NTPS upon purchase of an ad-hoc route ticket, based on which the road use authorization, toll declaration and toll payment obligation of a given tolled motor vehicle can be determined;

“individual road use current account”: a current account entered into the UD Toll System by NTPS which the contracted toll-payer may top up and use for toll payments and which can be used to keep a record on the balance of the contracted toll-payer and to perform payment obligations;

“bound toll service provider”: the toll service provider which is obliged to grant any person subject to toll payment the possibility to acquire a road use authorization within the UD Toll System;

“on-board unit”: a device suitable to support the electronic toll collection; a combination of hardware and software components which can collect, store, technically process data necessary for electronic toll collection operations and is capable of remote receipt and transmission (provided that individually used PCs, tablets, laptops, PNAs, PDAs, smart phones, among others, are not to be regarded as an on-board unit);

“register of invalidated on-board units”: the list of on-board units invalidated by NTPS in accordance with the Implementation Decree. No valid toll declaration may be made by the same contracted toll-payer for the registration number concerned by using an on-board unit that has been entered into the register.

“internet portal”: an internet portal (www.hu-go.hu) where general information can be sought and persons subject to toll payment may receive individual information and may register through the securely accessible website, which simultaneously constitutes an undertaking to enter into an agreement for the use of a unit tolled section;

“Vehicle Data Form”: the data form containing the data set out in this GTC, which constitutes the individual agreement for the purchase of an ad-hoc route ticket;

„risk category”: the risk categories defined in the customer rating system of NTPS.

“registration authority”: the organization designated in the Implementation Decree for the registration of the toll-free vehicles;

“Registration Data Form”: the data form containing the data set out in these GTC, which constitutes the individual agreement for the purchase of a route ticket by a registered customer or for toll declarations made with the help of an on-board unit;

“agreement”: the GTC and the individual agreement together;

“contracted toll-payer”: a private individual, legal entity or business association without legal personality which undertakes in an agreement to pay toll for one or more tolled motor vehicles in order to be able to use any unit tolled section;

“performance guarantee”: a financial security instrument provided by the customer in the form of a bank guarantee or by payment to the security deposit account of NTPS, to the debit of which NTPS shall be entitled to enforce, without the customer’s express consent, any of its claims arising from the individual toll payment agreement in the case of late payment or any other breach of contract by the customer.

“overweight and oversize vehicle”: a vehicle with a total weight, axle weight and size over the limit determined in Articles 5-7 of Decree No. 6/1990. (IV.12.) of the Minister of Transport, Communications and Construction (Rules on the technical conditions of registration and entry into service of vehicles).

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

“toll”: the toll, inclusive of VAT, imposed by the toll collector 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 the determination of the toll;

"tolled motor vehicle": a truck or a towing vehicle (including a semi-trailer towing vehicle) of a maximum permissible gross weight exceeding 3.5 tons, or an articulated vehicle combination consisting of such a motor vehicle and a towed trailer or semi-trailer;

"toll collection": the entirety of actions taken for collecting toll;

"toll service provider": a company irrespective of the place of registration which grants road users access to the UD Toll System in the territory of Hungary;

"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 for the purpose of traffic;

"road use authorization": the legal relationship based on which the use of the unit tolled section is legally permitted for traffic purposes, for a specific motor vehicle, provided that all statutory requirements for the establishment of the authorization are met at the same time;

"customer rating system": the procedure applied by NTPS for the rating of customers in terms of eligibility for toll post-payment.

"Customer Service": the customer service operated by the bound toll service provider for the performance of activities related to the distance-based electronic toll collection system;

"operator": the owner of a tolled motor vehicle and any person or entity which is registered for the lawful operation of the tolled motor 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. (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 in the use of unit tolled sections subject to the road use authorization, together with all interim points crossed and the direction of travel;

"route ticket": the road use authorization purchased in advance for the use of at least one pre-determined unit tolled section within the toll road network by a pre-determined tolled motor vehicle.

2. Road Use Authorization

2.1 The road use authorization can be established in the following ways:

- (a) by purchasing a route ticket;
 - (i) by purchase of an ad-hoc route ticket
 - a. by completing a Vehicle Data Form – without registration, i.e. without an individual agreement – by paying the toll at the Customer Service or at a reseller partner;
 - b. using the application – without registration – by paying the toll. A ticket purchased retrospectively for the given road section qualifies as unauthorized road use. A route ticket purchased for one direction provides road use authorization

only for the planned route, for a one-time journey in one direction.

- c. via the [www.hu-go.hu website](http://www.hu-go.hu) without registration,
 - (ii) by purchase of a route ticket following registration, by means of completing a Registration Data Form, by making available the funds in the individual current account required for paying the toll;
- (b) by using an on-board unit (the conditions for toll post-payment are included in Section 5, thus for toll post-payment, the following terms and conditions shall be interpreted in conjunction with those provisions);
 - (i) if a toll declaration is made with the involvement of a toll declaration operator, by making available funds for the toll in the individual current account, which presupposes the completion of a Registration Data Form and the conclusion of an agreement between the person subject to toll payment and the toll declaration operator;
 - (ii) if the bound toll service provider provides a contracted toll-payer with an on-board unit, by completing a Registration Data Form and installing the on-board unit into the tolled motor vehicle and by making available funds for toll payment in the individual current account.

2.2 Under the agreement for the use of a unit tolled section, the toll may be paid

- (a) in advance; or
- (b) via post-payment.

If the toll is paid in advance, the individual agreement may be entered into at the Customer Service offices of NTPS or at resellers (further information is available on the internet portal).

If the toll is paid via post-payment the operator or its authorized representative may make the individual agreement in person at the Customer Service offices. The provisions concerning toll payment via post-payment are included in Section 5.

2.3. The route ticket must be purchased for the route which belongs to the route number indicated on the receipt issued for the route permission, if the overweight or oversize vehicle obtains road use authorization by purchasing a route ticket, and the route ticket is not purchased at the Hungarian Public Road Non-profit Ltd.

3. Individual Agreement

3.1 A road use authorization arises based on the conclusion of an individual agreement and the acceptance of the GTC published on the NTPS website. By entering into an individual agreement, the contracted toll-payer accepts to be bound by the provisions of the GTC. The acceptance of the GTC also constitutes an undertaking on the part of the contracted toll-payer to comply with the effective provisions of the GTC and the applicable laws at all times. If the contracted toll-payer does not accept the provisions of the GTC, then it cannot acquire any road

use authorization and may not enter into an agreement for the use of the services provided by NTPS.

Should there be any discrepancy between the provisions of the GTC and the individual agreement, the individually negotiated and agreed content elements shall become part of the individual agreement.

If the ad-hoc route ticket is purchased using the application, the conditions of the use thereof are contained in the “End User License Agreements” downloadable from www.hu-go.hu.

3.2 In accordance with the provisions of the Toll Act, even if a road use agreement has been made, road use is only deemed lawful if the contracted toll-payer fully complies with its toll declaration obligation and its obligation to make available the funds necessary for toll payment.

3.3 Ways of entering into an agreement

3.3.1 If, under the individual agreement, the contracted toll-payer performs its payment obligation to NTPS in advance, then the parties enter into an individual agreement 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.

3.3.2 If, under the individual agreement, the contracted toll-payer performs its payment obligation towards NTPS via post-payment, then the parties enter into the individual agreement in writing.

3.4 The shortest term of contract is the validity period of the ad-hoc route ticket purchased.

4. The Required Content of the Individual Agreement

4.1 Toll payment by purchasing an ad-hoc route ticket

4.1.1 If an ad-hoc route ticket is purchased, the legal relationship is established by the Vehicle Data Form as an individual agreement, and if an ad hoc route ticket is purchased using the application, pursuant to the “End User License Agreements”, the legal relationship is established by downloading the software. Use of the software creates a customer relationship with NTPS. In the case of contract conclusion using a Vehicle Data Form, the date of the agreement is the time of receipt of the ad-hoc route ticket following the electronic transmission of the Vehicle Data Form. The individual agreement will only take effect on condition that the toll payment obligation arising out of the ad-hoc route ticket is performed. The validity period of the Vehicle Data Form, i.e. the individual agreement established by the purchase of an ad hoc route ticket, is identical to the validity period of the ad hoc route ticket and only grants a road use authorization for the unit tolled sections for which the relevant ad hoc route ticket grants such authorization. The primary objective of the software is to make available the service provided by NTPS for the purpose of purchasing route tickets.

4.1.2 By completing the Vehicle Data Form, the contracted toll-payer provides NTPS with the following data related to the tolled motor vehicle and road use:

- (a) registration number;
- (b) country code;
- (c) (EURO) emission class;

- (d) height;
 - (e) width;
 - (f) length;
 - (g) vehicle category (number of axles);
 - (h) maximum permissible gross weight;
 - (i) axle weight;
 - (j) routes (starting and end point of the planned road use, direction of travel and no more than 4 further points which are crossed in the course of road use).
- 4.1.3 By completing the Vehicle Data Form, the contracted toll-payer does not provide any personal data to NTPS.
- 4.1.4 The Vehicle Data Form necessary for purchasing an ad-hoc route ticket is available and can be completed at the following places:
- (a) on the internet portal;
 - (b) at NTPS Customer Service offices;
 - (c) at the points of sale of the NTPS resellers;
 - (d) using the application.
- 4.1.5 Based on the Vehicle Data Form completed by the contracted toll-payer, NTPS generates an individual road use identifier and determines the amount of toll to be paid.
- 4.1.6 When completing the Vehicle Data Form, the validity of road use authorization is indicated automatically. Following route planning, the contracted toll-payer can pay the toll by 12:00 a.m. (midnight) on the day of route planning. The validity period of the route ticket starts at the time when the toll is paid and ends at 12:00 a.m. (midnight) on the calendar day following the date of toll payment.
- 4.1.7 The route ticket purchased only grants road use authorization during its validity period, for the routes indicated by the contracted toll-payer in the Vehicle Data Form, for the indicated direction of travel.
- 4.1.8 After completing and finalizing the Vehicle Data Form, the contracted toll-payer will not be able to amend any data provided.
- 4.1.9 The purchase of a route ticket only grants the possibility of road use for the tolled motor vehicle indicated in the Vehicle Data Form, and the road use authorization may not be transferred to any other tolled motor vehicle.
- 4.1.10 By completing the Vehicle Data Form (by giving the data concerning the tolled motor vehicle and indicating the route) the contracted toll-payer performs its one-off toll declaration obligation. The bound toll service provider forwards the declaration of the contracted toll-payer to the toll collector based on the data provided in the Vehicle Data Form.

- 4.1.11 The contracted toll-payer may perform the payment obligation in possession of the individual road use identifier generated by NTPS.
- 4.1.12 After the completion of the Vehicle Data Form, the payment obligation may be performed at the Customer Service offices and own points of sale of NTPS in the following ways:
 - (a) in cash (in HUF);
 - (b) by bank card;
 - (c) through payment by the fuel card issued by the contracted partners indicated on the internet portal.
- 4.1.13 At the points of sale of NTPS resellers, the payment obligation may be performed with the payment modes accepted by the resellers.
- 4.1.14 Payment can be made on the internet portal or via the app with a bank card. Detailed information about acceptable bank cards can be found on the internet portal.
- 4.1.15 After making the payment, the contracted toll-payer receives a receipt that certifies the fact of payment.
- 4.1.16 The ad-hoc route ticket is deemed to be purchased upon making the payment.
- 4.1.17 If an ad-hoc route ticket is purchased, the individual agreement may not be modified after its conclusion and the ad-hoc route ticket may not be returned.
- 4.1.18 If an ad-hoc route ticket is purchased, the individual agreement shall terminate:
 - (a) when the road use according to the conditions (including, in particular, the specified vehicle, route and validity) of the route ticket purchased in advance is completed;
 - (b) upon the expiry of the validity of the route ticket purchased in advance.

4.2 Toll payment by purchasing a route ticket following registration

- 4.2.1 If a route ticket is purchased after registration, the legal relationship is established by the Registration Data Form as an individual agreement. The agreement is made between the parties when the contracted toll-payer receives the registration customer identifier sent by NTPS after registration. The individual agreement will only take effect on condition that the toll payment obligation arising out of the Registration Data Form is performed. Registration can be made on the internet portal and at the Customer Service of NTPS. By completing the Registration Data Form, the customer accepts that NTPS is entitled to send them information on their rights and obligations relating to the UD Toll System to any of the contact details indicated in the Form.
- 4.2.2 When completing the Registration Data Form, the contracted toll-payer provides the following data (By completing the Data Form, the contracted toll-payer gives their consent to the processing of their data in accordance with the Toll Act):
 - (a) for contracted toll-payers who are private individuals:
 - (i) name;

- (ii) address;
 - (iii) mailing address;
 - (iv) e-mail;
 - (v) phone number able to receive text messages;
 - (vi) password.
- (b) for contracted toll-payers that are not private individuals:
- (i) name;
 - (ii) registered address;
 - (iii) mailing address;
 - (iv) tax number (optional if the contracted toll-payer is a foreign resident and is not a private individual);
 - (v) e-mail;
 - (vi) phone number able to receive text messages;
 - (vii) password.

4.2.3 When completing the Registration Data Form, the contracted toll-payer provides NTPS with the following data related to the tolled motor vehicle (Registered Vehicle Data Form):

- (a) registration number;
- (b) country code;
- (c) (EURO) emission class;
- (d) height;
- (e) width;
- (f) length;
- (g) vehicle category (number of axles);
- (h) maximum permissible gross weight;
- (i) maximum permissible axle weight.

4.2.4 It is possible for the contracted toll-payer to give the data under Section 4.2.3 in respect of several different tolled motor vehicles when completing the Registration Data Form. In such case all tolled motor vehicles will belong to the contracted toll-payer indicated in Section 4.2.2.

4.2.5 The password of the contracted toll-payer mentioned in Section 4.2.2(a)(vi) or 4.2.2(b)(vii) has to meet the following requirements:

- (a) it must be minimum 6 characters long;
- (b) it must contain a combination of letters and numbers;
- (c) it may not contain any accented letters, special characters or space.

4.2.6 After the completion of the Registration Data Form NTPS shall send the registration customer identifier of the contracted toll-payer to the e-mail address indicated in the Registration Data Form. The contracted toll-payer may decide to assign the data of one or more tolled motor vehicle indicated under Section 4.2.3 to the individual road use current account. The contracted toll-payer may assign one tolled motor vehicle to several individual road use current accounts.

4.2.7 After registration it is necessary to make available sufficient funds for the purchase of a route ticket, which is possible

- (a) by topping up the individual road use current account, in any of the following ways:
 - (i) through the internet portal;
 - (ii) at NTPS Customer Service offices;
 - (iii) at the points of sale of NTPS resellers.
 - (iv) Via bank transfer according to items a)-c):

a) Bank transfer is to be made to the bank account of NTPS opened for this particular purpose under account number 10402166-49555557-57541313 (IBAN: HU11 104021664955555757541313). Only the individual road use current account number 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, as well as based on the order of any contracted toll-payer that entered into a loan agreement with KAVISZ 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 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 manages any transfer sent pursuant to this clause as toll payment by the contracted toll-payers, in the amount indicated in the statement sent.

NTPS 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.

- c) Common provisions applicable to bank transfer under Section 4.2.7 (iv.):

The funds are credited to the individual road use current accounts no later than on the first banking day after the receipt of the transferred amount in NTPS's bank account provided that the transfer was made in accordance with item (iv) to the right bank account and NTPS can identify the individual road use current account without doubt.

The time of establishment of the road use authorization is the time when the funds are credited to the individual road use current account based on the transfer.

If the comment field of the bank transfer transaction referred to in point a) above is empty or is not completed as required, or if in the case of a transfer referred to in point b) the detailed statement defined in point b) is incomplete or contains inadequate data but NTPS can get a positive ID on the contracted toll-payer and the individual road use current account, the transferred amount is credited to the specific account within three business days.

If NTPS is unable to identify the contracted toll payer and/or the individual road use current account number without doubt, it will transfer the amount reduced by the costs of the bank transfer to the partner initiating the original bank transfer transaction.

- (b) or with post-payment pursuant Section 5.

4.2.8 After completed registration and if sufficient funds are ensured, a route ticket may be purchased at the following places:

- (a) on the internet portal;

4.2.9 The following data must be given when a route ticket is purchased:

- (a) registration number;
- (b) routes (starting and end point of the planned road use, direction of travel and no more than 4 further points which are crossed in the course of the use of the road);
- (c) start of validity.

- 4.2.10 Based on the data given upon the purchase of the route ticket, NTPS forwards the declaration of the contracted toll-payer to the toll collector.
- 4.2.11 Based on the data given in relation to the tolled motor vehicle in the Registration Data Form completed by the contracted toll-payer and the route indicated in accordance with Section 4.2.9(b), NTPS generates an individual road use identifier and determines the amount of toll to be paid.
- 4.2.12 When indicating the validity of a route ticket, the contracted toll-payer may not give a starting date that is earlier than the date of purchase of the route ticket or an end date that is later than the 30th calendar day from the purchase of the route ticket.
- 4.2.13 In the event of pre-purchase, the validity period of the purchased route ticket lasts from 00:00 o'clock of the calendar day indicated as the start of validity until 12:00 a.m. (midnight) of the following calendar day, in other cases the term of validity lasts from the date of purchase until 12:00 a.m. (midnight) of the following calendar day.
- 4.2.14 The route ticket purchased only grants road use authorization for the validity period and only for the road sections along the route indicated in accordance with Section 4.2.9(b), including the indicated direction of travel.
- 4.2.15 The route ticket purchased only grants road use authorization for the vehicle subject to toll payment as defined in Section 4.2.9; the road use authorization cannot be transferred to another vehicle subject to toll payment.
- 4.2.16 While using a road, the contracted toll-payer shall continuously ensure that sufficient funds are available in its individual road use current account to meet its obligation to provide performance guarantee based on its current toll declaration.
- 4.2.17 Upon the purchase of a route ticket NTPS debits the price of the route ticket from the individual road use current account of the contracted toll-payer to which the contracted toll-payer assigned the relevant tolled motor vehicle during registration.
- 4.2.18 If the individual road use current account of the contracted toll-payer does not have sufficient credit, the road use by the relevant tolled motor vehicle shall be deemed unauthorized, which shall have the consequences prescribed by law.
- 4.2.19 The contracted toll-payer is entitled to return a route ticket purchased from the credit in the road use current account before the start of validity. The route ticket purchased in advance may be returned through the internet portal or at the Customer Service offices of NTPS.
- 4.2.20 If a route ticket is returned, the total amount of the toll paid based on the route ticket shall be refunded to the contracted toll-payer's individual road use current account from which the route ticket was purchased.
- 4.2.21 Amendment of the individual agreement
 - (a) Amendment of the individual road use agreement in the event of pre-pay mode

The provisions of the individual agreement may be amended any time during the term of the individual road use agreement in respect of the data indicated in the Registration Data Form.

The contracted toll-payer may amend the individual agreement by logging in to the internet portal provided by NTPS. For logging in, the contracted toll-payer can use the name and password given during registration.

Apart from this, the provisions on contract conclusion shall apply to amendments accordingly. The data given in accordance with Section 4.2.9 for the purchase of a route ticket may not be modified after the payment of the toll; if the contracted toll-payer wishes to make such modifications, it is only possible by returning the route ticket under Section 4.2.19 and purchasing a new route ticket with the amended data.

- (b) The individual road use agreement may be modified pursuant to the provisions of Section 5 if the post-payment option is granted.

4.2.22 Termination of the individual road use agreement

In the event of pre-pay mode, an individual road use agreement may terminate:

- (a) upon the expiry of 5 years from the last top-up made by the contracted toll-payer, or upon the expiry of 2 years from the time when the contracted toll-payer made the last payment from the credit available:

Upon the expiry of 5 years from the last top-up made by the contracted toll-payer to its individual road use current account, or upon the expiry of 2 years from the time when the contracted toll-payer made the last payment from the credit available, the individual agreement shall be terminated. 15 days prior to the termination of the agreement NTPS sends an SMS message to the phone number indicated in the Registration Data Form or other electronic notification that one of the above two situations have occurred and if the situation is not changed (by credit top-up or toll purchase from the credit available), then the individual agreement will expire after 15 days, and the customer is requested to dispose of the balance on the account for the case of termination. If the contact details given in the Registration Data Form are not appropriate, and as a result, the customer is not or not properly notified, this will not prevent the termination of the individual road use agreement. If the individual road use agreement terminates pursuant to this Subsection, NTPS will transfer the amount remaining after deduction of its costs as requested by the partner. In the absence of such request, the transfer will be made to the person that made the last payment to the individual account. NTPS will be entitled to deduct an amount of HUF 20,000 gross (twenty thousand Hungarian forints) for its costs if there is sufficient credit on the account assigned to the individual road use agreement. If the amount available is less than that, NTPS is entitled to use the available amount but will have no claim against the customer for the missing part.

- (b) by ordinary termination by the contracted toll-payer upon 90 days' notice;
- (c) by termination with immediate effect by the contracted toll-payer in the event of any serious breach by the bound toll service provider.

4.2.23 If the individual agreement is terminated, the unused balance made available and not used up by the contracted toll-payer in the individual road use current account will not be refunded to the contracted toll-payer, with the exception of the case mentioned in Section 4.2.22 (a) and (c).

- 4.2.24 The road use authorization granted upon the purchase of a route ticket shall terminate irrespective of the term of the individual agreement:
- (a) upon the return of the route ticket purchased;
 - (b) when the contracted toll-payer finishes road use in accordance with the conditions applicable to the route ticket purchased (including without limitation the indicated tolled motor vehicle, route and validity);
 - (c) upon the expiry of the validity of the route ticket purchased in advance.

4.3 Toll payment with the involvement of a Toll Declaration Operator

- 4.3.1 If a contracted toll-payer performs its toll declaration obligation in relation to toll payment with the involvement of a Toll Declaration Operator under an agreement that is in effect with the Toll Declaration Operator contracted with NTPS, the legal relationship is established by the Registration Data Form as an individual agreement. The list of Toll Declaration Operators contracted with NTPS is available on the internet portal. The individual agreement will only take effect on condition that the toll payment obligation arising out of the Registration Data Form is performed.
- 4.3.2 Sections 4.2.2-4.2.7 contain the process of registration and the conclusion of an agreement with the following deviations:
- (a) If a Toll Declaration Operator is involved, the contracted toll-payer shall give NTPS the identification data of the on-board unit registered in addition to completing the Registration Data Form and providing the data of the vehicle.
- 4.3.3 The contracted toll-payer performs its toll declaration obligation towards the bound toll service provider through the data provision of the Toll Declaration Operator involved; in the course of data provision, the Toll Declaration Operator is a performance agent of the contracted toll-payer.
- 4.3.4 In the individual agreement the contracted toll-payer expressly consents to NTPS considering the data provided by the Toll Declaration Operator to NTPS as the performance of the contracted toll-payer's declaration obligation. By accepting these GTC and assigning the on-board unit to the motor vehicle, the contracted toll-payer accepts the provisions of the general terms and conditions titled "General Terms and Conditions of Individual Agreements on Data Reporting by Toll Declaration Operators" which grant rights and impose obligations on the contracted toll-payer. In addition the contracted toll-payer accepts the rules applicable to the case of suspension of data provision for technical reasons, including the obligation to obtain a road use authorization even in this case (e.g. by purchasing a route ticket).
- 4.3.5 The Toll Declaration Operator collects the data related to the contracted toll-payer's road use with the help of the on-board unit it made available to the contracted toll-payer and determines the actual road use, which data it forwards to the bound toll service provider as provided for in the agreement between the Toll Declaration Operator and NTPS.
- 4.3.6 While using a road, the contracted toll-payer shall continuously ensure that sufficient funds are available in its individual road use current account to meet its obligation to provide performance guarantee based on its current toll declaration. In relation to the

provision of performance guarantee the provisions in Sections 4.2.16-4.2.18 shall be applicable with the following deviation:

- (a) In the course of road use NTPS debits the amount of the toll from the contracted toll-payer's individual road use current account to which the contracted toll-payer assigned the relevant tolled motor vehicle.
- 4.3.7 The toll collector calculates the toll based on the road use data made available in the Registration Data Form and by the Toll Declaration Operator.
- 4.3.8 If a contracted toll-payer proposes to re-register the on-board unit for the purpose of transfer by amending the Registration Data Form, then the bound toll service provider starts to enter the modification into the records immediately following notification and shall notify the contracted toll-payer of the outcome.
- 4.3.9 The provisions in Section 4.2.21 shall be applicable to the amendment of individual agreement.
- 4.3.10 The provisions in Section 4.2.22. shall be applicable to the termination of individual agreement.

4.4. Register of invalidated on-board units when toll declaration operators are involved

4.4.1 Bound toll service providers shall keep a register of invalidated on-board units (for the purpose of these General Terms and Conditions hereinafter the "black list"), which contains all previously registered on-board units for which the prevailing balance of payments does not provide sufficient coverage for the use of the unit tolled section affected by the toll declaration (uncovered toll declaration), and as a result, no valid road use authorization may be generated.

4.4.2 Bound toll service providers shall enter into the black list the on-board units jointly with the vehicle identification data of the relevant tolled motor vehicles for which the on-board units provide data necessary for the establishment of toll payment obligation. This shall not mean that the tolled motor vehicle concerned may not acquire road use authorization in any other way.

4.4.3 The on-board unit and the vehicle identification data of the relevant tolled motor vehicle falling under Section 4.4.2. shall be entered into the black list at the moment when the uncovered toll declaration is received by the toll collector provided that the conditions precedent to entry into the black list prevail at the moment when the uncovered toll declaration is received. The toll service provider shall notify the contracted toll-payers in an electronic way about their entry into, and deletion from, the black list.

4.4.4 The toll service providers shall delete from the black list the on-board units and the identification data of the relevant tolled motor vehicles falling under Section 4.4.2., for which the balance of payments is replenished in such a way that the payment of the toll payable for the use of the road section concerned is secured. Deletion shall take place, subject to the existence of the conditions precedent, at the moment when the relevant credit entry is made. The bound toll service providers shall notify the contracted toll-payers in an electronic way about their deletion from the black list.

5. Conditions for Toll Payment via Post-Payment

5.1 The bound toll service provider grants the possibility for toll payment via post-payment if a written agreement is entered into which may be initiated in person by the vehicle operator (or the proxy, authorized in a notarized deed or in a private document fully acceptable as proof), at the Customer Service offices of NTPS and by post at the Operation Department of the NTPS

sales network (H-1134 Budapest, Váci 45. Building B). Compliance with the conditions defined by NTPS and stated in Schedule 2 of these GTC as well as submission of the specified documents are prerequisites of the agreement.

- 5.2 After receiving the submitted documents, NTPS shall decide within one month whether the customer is eligible for toll payment via post-payment.
- 5.3 If there is an individual agreement in effect between the contracted toll-payer and NTPS under which the toll may be paid via post-payment and the contracted toll-payer fails to perform any of its payment obligations falling due, then NTPS is entitled to suspend or withdraw the possibility of toll payment via post-payment granted under the individual agreement.
- 5.4 If the possibility for toll payment via post-payment is suspended, then the contracted toll-payer may use the unit tolled sections by purchasing an ad-hoc route ticket or in pre-pay mode with registration.
- 5.5 If throughout the term of suspension the contracted toll-payer performs its payment obligation, then NTPS cancels the suspension, failing which the possibility for toll payment via post-payment shall be cancelled with respect to the contracted toll-payer from the 30th day following the commencement date of suspension.
- 5.6 Modification of the individual agreement for toll payment via post-payment may be initiated in person by the vehicle operator (or the proxy, authorized in a notarized deed or in a private document fully acceptable as proof), at the Customer Service offices of NTPS and by post at the Operation Department of the NTPS sales network (H-1134 Budapest, Váci út 45. Building B).

6. Rules Concerning Queries, Payment, Invoicing, Accounting in Relation to Toll Payment

6.1 The user of the service accepts that invoice on the service will be issued by NTPS Plc electronically. The user of the service will continuously follow invoicing at www.hu-go.hu, in its own profile under the tab invoices.

6.2 Querying the balance and road use transactions

6.2.1 The contracted toll-payer may query from NTPS the balance of its individual road use current account as stated below:

- (a) if the toll is charged to a topped-up balance, the contracted toll-payer may query the topped-up and not yet used balance;
- (b) if the toll is paid via post-payment, the contracted toll-payer may query the total of the toll declarations that have not yet been settled.

6.2.2 The contracted toll-payer may query from NTPS the transactions relating to its individual road use current account. Transactions may be queried for periods given in calendar days by the contracted toll-payer. However, the period indicated may not fall earlier than 5 years from the date of the query (limitation period).

6.2.3 The contracted toll-payer may query the balance:

- (a) on the internet portal;

- (b) at the Call Center of NTPS;
- (c) in person at the Customer Service of NTPS;

6.2.4 The contracted toll-payer may query the road use transactions:

- (a) on the internet portal;
- (b) in person at the Customer Service of NTPS;

6.3 Balance reallocation

6.3.1. The contracted toll-payer may reallocate the balance of its individual road use current account between its individual road use current accounts.

6.3.2. The contracted toll-payer may initiate balance reallocation:

- (a) in person at the Customer Service of NTPS;
- (b) on the internet portal.

Pursuant to the designation laid down in law, NTPS is a business organization in exclusive state ownership operating for public benefit and pursuing activities of highlighted significance from the aspect of the national economy, which has to perform its activities in compliance with the applicable legal provisions and the contracts regulating the financing of its activities from the central budget and is obliged to pay the revenues resulting from this activity into the central budget.

In consideration of the above, the individual agreement to be concluded based on these GTC is of extreme significance for the uninterrupted and due performance of the activities of NTPS, therefore any breach thereof may cause significant damage to NTPS, that may potentially impact the amount designated in the prevailing act on the budget with respect to the activities of NTPS, or to third parties, including the Hungarian State.

7. Operation of the Customer Service, Report and Complaint Management

7.1 In order to serve customers, NTPS 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:

7.1.1 Customer Service offices according to Schedule 1 of the GTC. At the Customer Service offices customers may use the services defined in the Government Decree No. 209/2013. (VI.18.) during the opening hours;

7.1.2 telephone customer service (Call Center) at number +36 36 587 500:

The Call Center is available to customers from 00:00-24:00 hrs each day, where NTPS provides information in relation to the distance-based toll collection system and the toll service provided by it (in English, Hungarian, and German).

7.1.3 E-mail channel at the address ugyfel@hu-go.hu:

- (a) customers may send their observations on or complaints about the system to the e-mail address and may request information in relation to the operation of the distance-based toll collection system (in English, Hungarian and German);
- (b) the messaging system will send an automatic reply to incoming e-mails about the receipt of the e-mail to the customer.

7.1.4 The channel to receive letters by post is the P.O. box of the Central Customer Service office at H-1380 Budapest, P.O. box 1170.

7.2 In accordance with the provisions of Act CLV of 1997 on consumer protection in the event of any notice received in person or through the call center which cannot be arranged or cannot be remedied on-site/at that time, the administrator shall record the customer's complaint in a protocol with the data specified in law.

7.3 In the event of a written complaint the contracted toll-payer shall explain the reason for the complaint and give the data necessary for the identification of the person making the complaint, the individual road use identifier and shall enclose all documents and evidence on the basis of which the complaint is made.

7.4 The statutory deadline for responding to any written notice and complaints recorded in protocols is 30 calendar days.

8. Rules Applicable in the Event of Defective Performance by the Bound Toll Service Provider, Dispute Resolution

8.1 If the contracted toll-payer disagrees with the complaint management procedure conducted by the bound toll service provider under Section 7 of the GTC or its outcome, then it may contact the Supervisory Body: National Transport Authority (H-1066 Budapest, Teréz krt. 38.) or may file a complaint with the National Consumer Protection Authority.

9. Data Processing

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

9.2 By accepting the GTC, the contracted toll-payer acknowledges that NTPS is entitled to process the personal data given by the contracted toll-payer or related to the contracted toll-payer (including without limitation any personal data given by the contracted toll-payer in relation to the Service) in compliance with Article 26 of the Toll Act. NTPS may in particular process the following data:

- (a) 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;
- (b) for a road user, operator or contracted toll-payer which is a legal person, its name, registered office, company registration number or other identifier issued by the registration authority, its e-mail address, telephone number and payment account number;

- (c) the amount of the toll to be paid;
- (d) the place and time of road use;
- (e) the place and time of toll payment;
- (f) registration number of the tolled motor vehicle or articulated vehicle combination;
- (g) features of the tolled motor vehicle or articulated vehicle combination necessary to determine the vehicle category;
- (h) identification data of the registered on-board unit;
- (i) photo of the tolled motor vehicle and its official marking;
- (j) the route in the event of the use of a unit tolled section with a route ticket and the time permitted for travelling on the route and the receipt number;
- (k) the total weight, axle weight and size of the motor vehicle or articulated vehicle combination.

9.3 Purpose and duration of data processing: NTPS

- (i) (i) as the bound toll service provider, is entitled to process the data specified in Section 9.2 (a)-(h) and (k) for the performance of its tasks determined in Article 6 para (5) and Article 7 of the Toll Act until the end of the limitation period applicable to the claim for fee payment,
- (ii) (ii) as toll collector, is entitled to process the data specified in items (c)-(k) for the performance of its tasks determined in Article 6 para. (4) and Article 17 of the Toll Act for 7 years from the generation of the data.

9.4 NTPS 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 Article 6 para. (5) of the Data Protection Act.

9.5 Personal data is accessed by the staff administering matters on a day-to-day basis in relation to the service.

9.6 The personal data which need to be processed for the purpose of compliance with any statutory obligation imposed on the data processor or to enforce any legitimate interest of the data processor 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 Article 6 (5) of the Data Protection Act).

- 9.7 If the contracted toll-payer provides NTPS 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 to the processing of their data as set out in these GTC, in particular, to data transfer to NTPS.
- 9.8 Information may be requested from NTPS about the processing of personal data and it may also be requested that any personal data be rectified, erased or blocked. In the cases described by law an objection may be made against the processing of personal data. In the least expected case that any right related to personal data is infringed the relevant person may contact the competent data protection authority (National Authority for Data Protection and Freedom of Information, H-1125 Budapest, Szilágyi Erzsébet fasor 22/C,. P.O. box: 5; phone: +36 1 391 1400; fax: +36 1 391 1410; e-mail: ugyfelszolgalat@naih.hu) or to the court. Articles 13-17 and Articles 52-58 of the Data Protection Act contain the detailed rights and remedies available in relation to data processing.
- 9.9 The contracted toll-payer surveys, familiarises itself with and accepts the technical facilities, risks and limitations associated with the exercise of the road use authorization, 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 authorization, 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 authorization (e.g. personal data, passwords, identifiers) are safely used, and in this respect it shall prevent any unauthorised person from accessing such data. The contracted toll-payer shall immediately notify NTPS 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 law 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 authorization 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 authorization 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 network.

10. Exemption

- 10.1 The range of vehicles exempted from paying toll is outlined in the Toll Act and in Decree No. 36/2007 (III.26.) of the Minister of Economics and Transport on the toll payable for the use of motorways, expressways and main roads.
- 10.2 Before the planned use of any unit tolled sections, the operator of a toll-free vehicle shall request from the registration authority that the toll-free vehicle should be entered into the registry through direct access on the users' site made available by the registration authority or by notification in the electronic form published by the registration authority. The provider of the data shall be responsible for the accuracy of the data provided in the course of notification, and for the toll or penalty or any damage arising in relation to any vehicle entered into the registry or deleted without authorization or failed to be deleted. The term of toll exemption is the period indicated in the notification.

11. Verification of the Road Use Authorization, Sanctions, Collection

- 11.1 The organization designated in Act or Government Decree shall verify the road use authorization.
- 11.2 NTPS as the supporting enforcement agency shall provide data necessary for enforcement to the organization mentioned in Section 1.1, which is hereby accepted by the contracted toll-payer.
- 11.3 After verifying the road use authorization, the organization mentioned in Section 1.1 shall impose an administrative penalty in accordance with the relevant laws if it can be established that the road use was not authorized.

12. Amendment of the GTC

- 12.1 NTPS is entitled to unilaterally amend these GTC.
- 12.2 NTPS shall inform the contracted toll-payers of any modification at least 15 days prior to the entry into force of the modified GTC. NTPS fulfils that notification obligation by disclosing the information on the www.hu-go.hu internet portal.
- 12.3 The failure to send notification as required in Section 12.2 will 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 12.2.
- 12.4 In the notice NTPS shall draw the attention of the contracted toll-payers to the fact that after the notice until the date of entry into force of the amended GTC contracted toll-payers are entitled to terminate the road use agreement with effect from the entry into force of the amended GTC. In this case the date of termination of the individual agreement is the date of entry into force of the amended GTC.

13. Governing Law, Language 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 for any agreement made, the Hungarian version shall prevail.
- 13.3 Issues not provided for in these GTC shall be governed by the individual agreement made between the Parties and the relevant laws and regulations of Hungary.
- 13.4 The Parties shall submit themselves to the exclusive jurisdiction of the Central District Court of Buda, depending on the amount in dispute.
- 13.5 If any provision of the agreement becomes ineffective or null and void, it shall not render the other provisions of the agreement or the whole agreement ineffective or null and void.
- 13.6 Should there be any difference between the provisions of the individual agreement and the provisions of the GTC, the provisions of the individual agreement shall prevail.

14. Confidentiality

- 14.1 The Parties agree to treat any information concerning the agreement and any activity performed pursuant to it as strictly confidential business secret. Any information obtained in that manner may be disclosed to third parties in any way if required by law or based on an express, prior written consent of the other party.
- 14.2 It shall not constitute a breach of contract, if either party discloses any information constituting business secret to a competent and duly authorized court, authority or any other agency specified by law in order to exercise any lawful right or to perform any obligation specified by law.
- 14.3 The Parties may claim from the other Party any damage resulting from the breach of contract due to the infringement of the confidentiality obligation.
- 14.4 The Parties agree that the confidentiality obligations stated in Section 14 of the GTC prevail during the effective term of the agreement and for two subsequent years from its termination.

15. Force Majeure

- 15.1 It shall not constitute a breach if either party is unable to perform its obligations set out in this agreement for any reason beyond its control of and in a way 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 authorized 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.

16. Supervisory Body

NTPS as a bound toll service provider is under the supervision of the National Transport Authority.

Address: H-1066 Budapest, Teréz körút 62.

Phone number: +36 1 373 1400

17. List of Schedules

The GTC contain the following Schedules:

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

Schedule 2 – Conditions for Toll Payment via Post-Payment

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 station (Szilas rest station)	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. Topographic number: 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 station	M5	67	right	8-16	10-18	-
Dunaújváros	Venyimi út 8C.	M6	-	-	8-16	10-18	-
Székesfehérvár	rest station	M7	59	right	8-16	10-18	-
Lébény	Motorway engineering bureau	M1	142	left	8-16	10-18	-
Veszprém	Budapest út 89.	-	-	-	8-16	10-18	-
Szombathely	Körmenyi út 100.	-	-	-	8-16	10-18	-
Eszteregnye	Motorway engineering bureau	M7	219	right	8-16	10-18	-

Schedule 2 – Conditions for Toll Payment via Post-Payment

1. NTPS 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 which:

- a. is subject to bankruptcy, liquidation procedure or winding up,
- b. has been deleted from the company register or against which such a procedure has been launched,
- c. has not been registered in the company register providing that 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 shall regard non-resident companies or companies, the direct owners of which include offshore companies, as offshore companies. The debtor company shall be regarded by NTPS Plc as an offshore company, if the given business or its direct owner(s) has/have been registered in the countries listed below, irrespective of their ownership ratio.

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 excess charge 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 authorized 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 will call on 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 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 to complete it.