

National Toll Payment Services
Private company limited by shares
General Terms and Conditions
for individual agreements on certain services related to distance-based road
use authorization provided by resellers

Annex 6

CONFIDENTIALITY DECLARATION

REPEALED!

The **National Toll Payment Services Plc.** (registered seat: 1134 Budapest, Váci út 45. Building „B”; company registration number: 01-10-043108) (hereinafter referred to as the “**Owner of the Confidential Information**”), and

the company name (registered seat:.....);
company registration number:) (hereinafter referred to as the “**Party subject to confidentiality**”) later on wish to enter into an agreement for the electronic sale of road use authorizations for tolled road sections set out therein, in connection which the **Party subject to confidentiality** hereby makes the following declaration with regard to any information disclosed by the **Owner of the Confidential Information** at the preparatory negotiations:

1. The term “**Confidential Information**” used herein shall mean the following: any written and oral information that the Party subject to confidentiality from the Owner of the Confidential Information takes possession of in connection with the agreement of resellers selling certain services related to road use authorization, either electronically or physically, furthermore any documents based on the above Confidential Information, or containing any part of that Confidential Information. This declaration shall cover any Confidential Information disclosed to the Party subject to confidentiality by any employees, auditors or advisors of the Owner Confidential Information.
2. The Party subject to confidentiality shall not be permitted to use the Confidential Information for any other purposes other than the fulfilment of his/her obligations arising under the agreement of resellers selling certain services related to road use authorization. It shall be strictly forbidden to use the Confidential Information for any other purposes by the Party subject to confidentiality.
3. The Party subject to confidentiality shall be required to keep the Confidential Information in secret, both before and after the conclusion of the agreement of resellers selling certain services related to road use authorization, in a manner that unauthorised third parties cannot have access thereto. The Party subject to confidentiality shall not be permitted to copy or reproduce the Confidential Information in any other manner except for those permitted under this Declaration.

4. The Party subject to confidentiality shall be permitted to disclose the Confidential Information to its employees to the necessary extent only. The Party subject to confidentiality shall hereby assume full responsibility for any breach of obligations under this Declaration by its employees.
5. The Party subject to confidentiality hereby admits that any disclosure of Confidential Information by the Owner of the Confidential Information shall not be conflict with any rights or interests of the Party subject to confidentiality.
6. The Party subject to confidentiality hereby agrees that neither the Owner of the Confidential Information, nor its representatives, auditors or advisors, assumes any direct or indirect responsibility towards the Party subject to confidentiality, to its representatives or to third parties on the grounds of processing the Confidential Information by the Party subject to confidentiality.
7. The Party subject to confidentiality shall exempt the Owner of the Confidential Information from any direct or indirect expenses in the event of any actual or assumed breaches of this Confidentiality Declaration by the Party subject to confidentiality or its representatives. The Party subject to confidentiality hereby admits that financial indemnification for the actual or assumed breach of the declaration cannot be fully satisfactory. As a consequence no provision of this Declaration can be construed as restricting the right of the Owner of the Confidential Information to use any further indemnification means for the actual or assumed cases of breach, including the possible application of special delivery or ban.
8. The Party subject to confidentiality shall be required, at its own cost, to return without keeping any copies, or to eradicate or delete any Confidential Information in written or electronic form that was received by the Party subject to confidentiality and which is in the possession, custody or under the supervision of the Party subject to confidentiality.
9. Exemptions from keeping the Confidential Information in strict confidence may only be granted by parties authorised to do so. If either Party is required by law to disclose the Confidential Information, then the Party concerned shall inform the other Party in writing prior to disclosure, provided that it can lawfully do so. Failure to fulfil this obligation shall constitute a material breach of this Confidentiality Statement.
10. The Party subject to confidentiality shall not be entitled to assign any rights or obligations without the express written permission of the Owner of the Confidential Information.

Budapest,.....

Official signature of the Party subject to
confidentiality