

**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 2

Rating system applicable to resellers providing services related to the electronic toll system

In order to achieve effective and efficient operations, National Toll Payment Services Plc. (“Service Provider”) has implemented a quality management system certified against the ISO 9001:2009 standard, a work place health and safety management system under MSZ EN ISO 28001:2008, and an environmental management system against the ISO 14001:2005 standard. The Service Provider pursues its business activities in compliance with the criteria of its integrated management system. Accordingly, it expects its road use authorization resellers (“Resellers”) to provide services of excellent quality in order to ensure that customers are satisfied and that the services they receive are of a high standard.

In accordance with the above, each Reseller is rated against the following four key criteria:

1. Rating based on inspections at Points of Sale through on-site visits or electronically
2. Sales errors and customer complaints
3. Rating based on compliance with the contractual payment terms
4. Requirements applicable to Points of Sale

1. Rating based on inspections at Points of Sale

Site inspections may be carried out by the Service Provider’s authorized associates or a third party engaged by the Service Provider for this purpose. The inspection is carried out by means of site visits and reports, or electronically requesting photos covering the specific elements of the site inspection. The report on the site inspection must be completed by the person carrying out the inspection. The report is drafted in a single copy, of which the Reseller may make copies at its request. During this inspection the person performing the sales shall have 10 minutes to present the following documents. For electronic inspections, the contact person of the Reseller must send the necessary documents and photos within 8 days of the request. Documents and photos requested by email can only be admitted by the Service Provider as .jpg, .tif or .pdf files.

Checklist for the inspection:

- Are the information materials and flyers provided by the Service Provider in connection with route ticket, top-up and related rout planning activities (under this Annex collectively referred to as the “**Services related to the electronic toll system**”) available?
- Is the current price list board placed at the Point of Sale at a place well visible by the Customer? (The Service Provider notifies the Reseller of the changes to the unit price of products related to the electronic toll system. The Reseller shall be responsible for downloading the currently valid documents from the Service Provider’s website. If the Reseller uses a custom price board, it must seek the approval of the Service Provider

- beforehand. The Reseller must install the board supplied by the Service Provider until the custom price board is approved or made.)
- Availability and visibility on the outer face of the Point of Sale of an information poster supplied by the Service Provider the use of which is mandatory, and a vignette or pictogram indicating the sale of tolled road use authorization with HU-GO designation according to Annex 1 of the GTC;
 - Are the Point of Sale's copies of the accounting documents available and handled in accordance with the contract?
 - Does the paper purchased by the Reseller for printing receipts comply with the relevant criteria (size, type, quantity etc.)?
 - Do the data (addresses and other data) of the Point of Sale match the data on record?
 - Are the custom advertising space prepared by the Reseller (sign indicating that Services related to the distance-based (UD) toll system are sold, logo, roll-up banner etc.) and the vignette or pictogram the Service Provider has allowed to be used applied in compliance with the relevant terms?
 - In the case of Resellers having a signed Kiosk lease agreement, are the kiosks on-set, undamaged and operable and are they accessible for customers with disabilities?
 - Are vignettes and leaflet-displays pertaining to the kiosks available and undamaged?
 - In addition to the above, the Service Provider is entitled to verify whether Resellers engaged in the exchange and acceptance of currency comply with the provisions of this Annex, the Contract and applicable laws and regulations, in particular those of Government Decree 297/2001. (XII. 27.) on currency exchange;
 - Are the current circulars sent by the Service Provider and related to the sale process available;
 - The Product sale expertise of persons carrying out the sale.

The Service Provider will deliver the inspection report (Annex 8 of GTC) to the Reseller within 5 business days following the personal inspection, advising the Reseller on findings. For electronic inspections, the Service Provider informs the Reseller of the adequacy of the photos within 10 business days after they have been delivered to the Service Provider.

The Service Provider will aggregate and evaluate the inspection results on a monthly basis. Based on the deficiencies having a negative effect on the service quality, the Service Provider shall impose a penalty of HUF 12,700 per item, and issue a receipt of the penalty, which must be settled by the Reseller by the due date specified on the receipt.

The copy of the inspection report including the detected deficiencies must be attached to the receipt of the penalty.

A single Point of Sale may be inspected on multiple occasions in one month.

Any of the following found during a site and electronic inspection shall constitute a serious breach of contract:

- at its Point of Sale in Hungary, the Reseller offers the Product in a currency other than the official currency of Hungary so that prices in any foreign currency are given misleading prominence by being displayed in a size equal to or larger than the HUF price;
- the Forint, as the legal tender, is not accepted for payment in Hungary;
- the use of the services related to the electronic toll system is tied to any other service or product, or the purchase of the road use authorization is advertised or otherwise indicated as a prerequisite for border crossing;
- information on the unit price of the services related to the electronic toll system is not displayed;

- in a Point of Sale, whether located in or outside Hungary, which accepts or exchanges currencies other than that of the official currency of Hungary, exchange rates are not displayed in a clearly visible size and location;
- the Reseller sells services related to the electronic toll system at a geographical address or location other than the address or Point of Sale specified in the effective Cooperation Agreement and, as such, on record with the Service Provider;
- without the permission and approval of the Service Provider, the Reseller issues the fiscal receipt (receipt or invoice) required during the sale of services related to the electronic toll system under a name other than its own;
- without the written permission and approval of the Service Provider, the Reseller cedes, conveys, transfers or assigns its right to validate the services related to the electronic toll system to third parties, or enables third parties to exercise such right;
- the Reseller has failed to obtain the Service Provider’s license and consent for its advertising, promotional material, sign or notice related to the sale of Services related to the distance-based (UD) toll system prior to such material being posted, installed or displayed;
- the signing of the report prepared at the time of the inspection or cooperation in carrying out the inspection is denied;
- the Reseller fails to display the legal rules specified in the GTC and the user’s GTC in a well visible place. (The Service Provider notifies the Reseller of the changes to the unit price of services related to the electronic toll system and of the regulation. The Reseller shall be responsible to download the above documents from the website of the Service Provider.);
- where the Reseller fails to provide to End Users the acceptance of bank cards and all fuel cards provided by the Service Provider or rejects to accept them.

Findings of the inspection are documented as separate notes by the Service Provider in the report prepared during site inspections (Annex 8 of GTC), which also includes the Reseller’s own comments and notes. By executing the Cooperation Agreement, the Reseller irrevocably consents to digital photographs and audio recordings being made to support inspections. On the day of suspending or excluding a point of sale from the distribution network and specifying the reasons therefore, the Service Provider shall send electronic notification to the Reseller’s contact person on any deficiency in compliance with the requirements in Section 4. The Service Provider is entitled to suspend the sales rights of the services related to the distance-based (UD) toll system for the Points of Sale listed under this Section 1 until the Reseller takes corrective actions to fully eliminate the defects discovered during the inspection. The Service Provider shall, within 1 (one) working day, terminate the suspension without charging any extra procedural fee once the Reseller credible proves that the breach of contract has been discontinued.

2. Sales errors and customer complaints

Road use authorizations purchased by the End User by mistake may not be modified or cancelled.

The Service Provider shall direct the complainant to the Reseller. The Service Provider shall register the complaint details and forward them by email to the Reseller. The Service Provider will inform the customer of the measures taken and it will hold the Reseller responsible for any inconvenience caused. The Reseller is required to investigate the possible causes of the complaint within five business days and notify the Service Provider of the findings by e-mail.

If the Reseller fails to notify the Service Provider of the findings of the investigation within the specified 5 working days, the Service Provider shall be entitled to restrict the validation and sales rights of the road use authorization until the Reseller arranges for sending the findings of the investigation related to the complaint. The restriction shall be terminated, without any extra procedural fee charged, on the working day following the receipt of the Reseller’s email sent to the Service Provider and containing findings of the investigation related to the complaint.

Not authenticated customer's or seller's copy of receipt.

The Service Provider learns that the receipt for the services related to the distance-based (UD) toll system issued by the Reseller to the End User does not include any element for authentication (signature and/or stamp). In such cases the Service Provider informs the Reseller by electronic means (email) and imposes a penalty of HUF 12,700 per item of which the Service Provider issues an invoice to the Reseller, which the Reseller shall pay by the due date indicated on the invoice.

3. Compliance with the contractual payment terms

The Reseller shall not be entitled to receive a Flat-rate reimbursement if it does not pay the invoices, receipts of penalty issued by the Service Provider or if it does not pay them in accordance with the terms of the relevant contract. If the payment is made late, the Service Provider will charge default interest to the Reseller.

Following delivery of the first demand for payment (e-mail is acceptable), the Service Provider will have the right to impose an immediate restriction on the Reseller's right to sell road use authorization (collectively: "restriction").

Validation restriction release penalty per calendar year:

On the first occasion: HUF 25,400

On the second occasion: HUF 38,100

On the third occasion, the Service Provider will become entitled to terminate the Contract with immediate effect.

In addition, the Service Provider will be entitled, at its own discretion, to suspend sales rights immediately, enforce restrictions or terminate the Contract with immediate effect in any of the following cases:

- Registration of tax enforcement, tax number suspension, bankruptcy proceedings, any conviction in labor or competition proceedings, liquidation, voluntary dissolution, tax default, tax owed or any conviction in consumer protection proceedings entered in the records of the Hungarian Official Journal Publisher, the Ministry of Justice, or any government authority during the term of Reseller's right to sell services related to the distance-based (UD) toll system.

4. Requirements applicable to Points of Sale

At any time during site inspections or by requesting supporting documents and photos to be sent electronically, the Service Provider or its agents may check compliance with the requirements for points of sale (Annex 1 of GTC). Failure to comply with such requirements will entail immediate withdrawal of the right of the Point of Sale to sell services related to electronic toll system and/or restriction of sales rights. If the Reseller can verify the elimination of defects in a statement issued to the Service Provider, the Service Provider will reactive the Retailer's sales rights after the Reseller pays to the Service Provider a penalty of HUF 25,400.

The Service Provider will deliver the prepared inspection report (Annex 8 of GTC) (with enclosed photos as required) to the Reseller within 5 business days following the inspection, advising the Reseller on findings and, where appropriate, on withdrawal or suspension of the distribution right of the Point of Sale.

The Reseller hereby undertakes to provide continuous information to interested End Users on the Products related to the distance-based (UD) toll system and on the purchase of Products, orally and by the means specified in Annex 1 to the GTC.

This instruction concerning the rating system forms an integral part of the General Terms and Conditions.