

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

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Preamble

The National Toll Payment Services Plc. (“NTPS”) undertakes toll collection, support for toll inspections and universal toll service provider’s tasks within the distance-based electronic toll collection system based on Government Decree 209/2013 (VI. 18.) on the implementation of Act LXVII of 2013 on the travelled distance based toll payable for the use of motorways, expressways and highways and – in accordance with the legal requirements – it wishes to include resellers into the performance of such tasks.

With regard to the above, NTPS concludes contracts with resellers and these GTC set out the terms and conditions of such contracts applicable uniformly to all resellers.

The provisions of these GTC and of the Cooperation Agreement and its appendices shall exclusively be applicable to the contractual relationship entered into based on this GTC and the Cooperation Agreement, thus no practices agreed upon and established between NTPS Plc and the Reseller in their previous business relations shall become part of the contractual relationship established based on the GTC and the Cooperation Agreement. Furthermore, no practice widely recognized and frequently applied in the respective business by the subjects of similar contracts shall become either part of the GTC or of the individual contracts.

The senior executive officer of NTPS shall, to the extent possible in law, including any potential culpable conduct of the senior executive officer, not be held liable, in connection with their activities as senior executive officer, for any damage caused by NTPS to third parties, for which NTPS shall have exclusive liability.

The Reseller acknowledges that, should the senior executive officer of NTPS cause any damage to the contracting party in connection with this legal relationship (including circumstances where such damage is the result of breach of conduct occurring as a result of the culpable conduct of the primary officer), NTPS shall have exclusive liability. The limitation of the liability outlined in this section, of the senior executive officer of NTPS for damage caused, shall exclusively be valid and effective with respect to this legal relationship and shall not affect liability for any damage caused in connection with contracts to be or already concluded between NTPS and the Reseller, or outside of any such contract. The senior executive officer of NTPS shall be entitled to make a direct reference to the limitation of liability outlined in this Section.

The Reseller waives its right to enforce any claim for the ascertainment or confirmation of liability of the senior executive officer of NTPS.

The senior executive officer of NTPS shall be entitled to make a direct reference to the limitation of liability outlined in this Section. The senior executive officer of NTPS shall be subject to the company manager-related provisions of this Section.

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

In relation to the involvement of the Resellers, NTPS Plc. is obliged to:

- (a) ensure that the Resellers use the services of the subcontractors in accordance with the Cooperation Agreement and in compliance with the requirements of the relevant laws, in particular those pertaining to procurement;
- (b) in relation to the subcontractor agreements related to the basic activities described in the Services and concluded after signing the Cooperation Agreement, and the Resellers’ agreements – with the exception of the contracts already concluded – to ensure that the rights and claims originating from the contracts benefit and are assignable to the Ministry for Innovation and Technology (hereinafter: “MIT”) or the designated economic organization, and

that, in the event of the termination of the contracts before the expiry of this Agreement, such contracts are lawfully terminable without obligation and with immediate effect on the day of their expiry.

1 Definitions

Subcontractor: shall mean any natural or legal person or other organization that, with the approval of NTPS, has been commissioned directly by a Reseller for the provision of Services.

GTC: these General Terms and Conditions shall mean the general terms and conditions applicable to the individual agreements on certain services related to road use authorization provided by resellers that are not individually addressed;

Flat-Rate Reimbursement: shall mean the flat rate reimbursement payable to resellers in accordance with Decree 29/2013 (VI.12.) of the Ministry of National Development on the calculation and sum of the flat rate payable by the toll charger to Toll Service Providers, and by the Universal Toll Service Provider to the Toll Declaration Operator and resellers.

Toll Roads Regulation: Decree 25/2013 (V. 31.) of the Ministry of National Development on the amount of the toll and toll roads;

E-Toll balance top-up: topping up of the e-toll account balance of the registered customer;

Cooperation Agreement: shall mean the individual agreement between the Service Provider and the Reseller on the rights and obligations related to the provision of Services.

Point of Sale: shall mean the commercial unit operated by the Reseller, where End Users establish contact with the Reseller in the interest of the provision of Services.

On-Board Unit (OBU): shall mean a device that is capable of supporting electronic toll collection, comprising hardware and software components which are suitable for the collection, storage and processing, as well as the remote receipt and transmission of the data required to carry out the operations involved in electronic toll collection.

Parties: the Service Provider and Reseller jointly.

Kiosk:	shall mean the route-planning tool that supports the use of the ET Toll System, in particular a DRS 22 touch screen terminal.
Contract:	shall mean these GTC and the Cooperation Agreement jointly;
Service:	shall mean the sale of route tickets, as well as the sale activities related to on-board units and the toll balance top-up service as set out in the Contract.
Service Provider:	NTPS Plc.;
Payment Guarantee:	shall mean the guarantee, specified in Section 10.4, provided by the Reseller to the Service Provider as a security for the fulfillment of the Reseller's contractual obligations.
Product(s):	Route Ticket, e-toll balance top-up;
ET system:	the electronic toll collection system that enables toll declarations, imposing tolls, collecting tolls to support the enforcement of toll payment and the lawful use of tolled road sections to be made;
Toll:	shall mean the charge, including value-added tax as well, which is levied by the toll charger for the use of a unit tolled section in proportion to distance-based road use;
Unit toll section:	shall mean a section of the tolled public road network delimited by two kilometer markers for the purpose of setting tolls;
Toll Act:	Act LXVII of 2013 on the travelled distance based toll payable for the use of motorways, expressways and main roads;
End User:	shall mean a private individual or legal entity required to pay toll or that undertook the payment of the toll on behalf of the person/entity required to pay the toll;
Implementation Decree:	Government Decree 209/2013 (VI. 18.). on the execution of Act LXVII of 2013 on the travelled distance based toll payable for the use of motorways, carriageways and highways;
Force majeure:	force majeure shall in particular refer to war, civil uprising, strike, natural disaster, state of emergency or other similar unavoidable situations.
Reseller:	shall mean a contracted assistant made involved by the obliged toll service provider in the performance of the tasks of road toll collection; any natural or legal person or other organization that established a contractual relationship with the Service Provider

ensuring the provision of Services based on the individual Cooperation Agreement.

Route ticket: a route ticket is a prepaid authorization for the use of at least one predetermined unit tolled section of the toll road network by a predetermined tolled motor vehicle.

2 Name and address of the Service Provider

Name of the Service Provider National Toll Payment Services Private Company Limited by Shares

Registered address: 1134 Budapest, Váci út 45. Building “B”

Registered by: Metropolitan Court of Budapest as Court of Registration

Registration number: 01-10-043108

Tax ID: 12147715-2-44

Contact details of the central customer service of the Service Provider

E-mail: ugyfel@hu-go.hu

Telephone: +36-36-587-500

Internet homepages:

www.nemzetiutdij.hu

www.toll-charge.hu

www.maut-tarife.hu

www.hu-go.hu

The contact details of the regional customer service offices of the Service Provider can be found on the above web pages or further information regarding them may be requested through the above telephone number and e-mail address.

3 Purpose of the GTC, personal scope, term and Parties' legal relations

3.1 Purpose

The purpose of these GTC is to specify the standard terms applicable to the Cooperation Agreements subject to it, as well as to set forth general regulations for the legal relationship between the Parties.

3.2 Persons

The following persons are subject to the GTC: The Service Provider, Resellers.

3.3 Term

The GTC shall be effective for an indefinite period as of its effective date.

3.4 Subject of the GTC – Service

The Subject of the GTC shall cover the Service provided by the Reseller. The Reseller shall provide the Service according to the following:

As of the effective date of the Cooperation Agreement, the Service Provider authorizes the Reseller to act as the Service Provider's subcontractor at the Point of Sale. The document setting out the process of selecting the Resellers applying to the Service Provider for the distribution of road use authorizations is attached hereto as Annex 4 of these GTC.

3.5 Rules governing the Parties' legal relationship:

- (i) In accordance with Annex 1 of the GTC, the Reseller shall display in each Point of Sale, in a very visible place, that it is the Service Provider's Reseller. The Reseller may issue any information material exclusively according to the Service Provider's specification.
- (ii) The Reseller may provide information on the Services exclusively based on materials the content of which has been previously approved by the Service Provider. The Reseller must not undertake any obligation on behalf of the Service Provider, must not initiate or pursue any action on behalf of the Service Provider and must not initiate or conduct the settlement of any dispute and must not establish a right of lien at the Service Provider's expense.
- (iii) Without the prior written approval of the Service Provider, the Reseller must not allow any of its rights arising from the legal relationship with the Service Provider to be pledged, and must not transfer or assign any of its rights arising from this.
- (iv) Should there be any discrepancy between the provisions of the GTC (and its Annexes) and the Cooperation Agreement, the provisions individually negotiated and agreed between the Service Provider and the Reseller shall be integrated into the Contract.

4 Establishment of access points

- 4.1 Based on the Cooperation Agreement to be concluded by the Service Provider with the Reseller, the Parties intend to introduce the Service according to a predefined schedule. The actual date of the commercial launch of the Service, together with its terms and conditions, shall be specified and adopted jointly by the Parties.
- 4.2 The Parties agree that the Reseller shall be entitled to employ a Subcontractor for the provision of the Service exclusively with the Service Provider's prior approval. The Reseller shall be liable for the Subcontractor employed in accordance with the terms of the Contract as if the Reseller itself had taken care of the given matter.
- 4.3 In the event of employing a Subcontractor, the requirements applicable to the Subcontractor shall be the same as those applied to the Reseller. The extent of the Flat-rate reimbursement granted in the contract between the Reseller and the Subcontractor with respect to the provision of Services shall not exceed the rate specified by the Service Provider and the Reseller in the Cooperation Agreement existing between them. The Reseller commits to ensure that any agreement with the Subcontractor guarantees for the Reseller the Service Provider's rights and obligations concerning the Reseller. The Reseller acknowledges that, with respect to its obligations under this Contract (especially regarding the procedures on payment and procedures related to end-users), it cannot rely on the fact that it has employed a Subcontractor towards the Service Provider. Within 5 working days following the Service Provider's request, the Reseller shall be obliged to present its contracts concluded with Subcontractors, as well as copies of the agreement with a foreign partner in the original language and the Hungarian translation.
- 4.4 At the Point of Sale, the Reseller shall be obliged to enable End Users to pay by bankcard and fuel card, and all fuel cards of any fuel card issuer arranged by the Service Provider, unless the Reseller itself is a fuel card issuer, because in this case it is not required to accept fuel cards issued by other fuel card issuers. In the event the Reseller enabling payment by fuel card of a fuel card issuer that is a contractual partner of the Service Provider, and the Reseller does not conclude a contract for the acceptance of the fuel card directly with that fuel card issuer (hereinafter: the "fuel card issuer provided by NTPS"), the Service Provider shall provide the Reseller with the IT conditions required for the card acceptance in accordance with the provisions of the supplementary agreement on the use of fuel card issuers arranged by NTPS. Where the Reseller fulfils its fuel card acceptance obligation not exclusively via the fuel card issuers arranged by NTPS, but also by accepting fuel cards other than these, in this case the prior consent of the Service Provider is required to use the fuel card for toll payment.

5 Rights and obligations of the Parties

- 5.1 Within the scope of providing the Services, the reseller shall in particular carry out the following activities:
- (i) the sale of prepaid road toll service through topping up the toll balance to End Users that have a contract in place with the Service Provider;
 - (ii) sale of Route Ticket, whose system of basic procedures is described in Annex 9 to these GTC;

- (iii) making available to the End User or the End User's representative the on-board unit approved by the Service Provider.
- 5.2 The Reseller and its Subcontractors shall carry out their activities related to the provision of Services in their own names, and issue to the End User an accounting document on the services sold. In the event that the Reseller ensures payment through the use of a fuel card issuer arranged by NTPS at the Point of Sale, the Reseller shall not issue an accounting document to the End User; the fuel card issuer shall be entitled and obliged to issue it. In this case the Reseller shall hand over to the End User the receipt issued by the electronic toll system.
- 5.3 If the Service Provider and the Reseller concluded a dedicated lease agreement for the lease of a Kiosk, the Reseller shall be required to ensure that, at each Point of Sale where a Kiosk has been placed, at least one member of staff who is familiar with the operation of the Kiosk is available during opening hours in order to inform End Users as needed.
- 5.4 The Reseller shall provide training to the sales personnel prior to their involvement in selling the products, based on the training materials provided by the Service Provider.
- 5.5 The Service Provider or its representative shall be entitled to inspect the Reseller's Points of Sale, and the proper knowledge of the sales process and the Service of the person(s) engaged in the sale of the product and to verify whether the Service provided by the Reseller complies with the requirements set out in the Cooperation Agreement and in the applicable laws and regulations. The Service Provider shall provide the training and organize the tests using a dedicated online (e-learning) platform.
- (i) The Service Provider shall check the appropriate knowledge and information of the sales personnel via the online (e-learning) platform. The Service Provider shall make available and the sales personnel shall assimilate the knowledge and information required for the sales activity via said online (e-learning) platform, then fill out a test verifying their understanding of the material on the same platform. Such training courses and tests must be completed successfully at the times stipulated by the Service Provider, or before the involvement of new sales personnel in the sales activity. If a sales employee performs their work at multiple Points of Sale, they must pass the test at each individual Point of Sale, and the results must be entered into the Training Records. The Service Provider shall notify the Points of Sale of their obligation to complete the tests via individual e-mail addresses, one for each Point of Sale, and the Reseller shall inform the sales personnel of such obligation. The completion of the tests must be recorded for each Point of Sale in Annex 13 of these General Terms and Conditions, providing all the required information. The Service Provider or their representative is entitled to check Annex 13. Should any sales employee at the Point of Sale ignore the letters of notification regarding the online (e-learning) platform or fail to complete the necessary tests, they may be excluded from performing sales activities at the Point of Sale in question.
 - (ii) After the tests have been completed, or whenever the Service Provider so requests, the Reseller must e-mail the Training Records to viszontelado@nemzetiutdij.hu. The Service Provider is entitled to verify the correctness of the information entered into the Training Records by comparing it with the information contained in the online (e-learning) platform.

- 5.6 At the end of the Service provision transaction, the Reseller shall make available to the End User the transaction data on a printed receipt with the content specified in the relevant legal rules. Resellers selling through systems (interface) developed by them shall be required to print the route plan (itinerary) onto the receipt during the sale process. The Reseller shall be required to retain the seller's copy of the receipt for 2 years following the expiry of the toll or – for a toll balance top-up – following the top-up, and shall deliver it to the Service Provider on request (for complaint enquiries, settlement disputes or in connection with litigation).
- 5.7 The reseller's systems supplied by the Service Provider are password-protected. The Reseller shall be required to regulate access to the interface in its own internal regulations and procedural rules. Upon settlement, the Service Provider shall invoice to the Reseller all validations made via the Validation Interface as valid sales, even if they result from the fault of the Reseller or through the activity of unauthorized parties.
- 5.8 The Service Provider shall be entitled to suspend the Services provided due to maintenance work, and is required to notify the Reseller thereof in an e-mail sent at least 2 (two) working days in advance to its contact persons.
- 5.9 Any malfunctions related to the Service Provider's system, or arising from any other source encountered during the operation of the Service, shall be reported by the Reseller at servicedesk@nemzetiutdij.hu.
- 5.10 The Service Provider undertakes to commence the troubleshooting of reported errors affecting the Service Provider's system in the event of critical errors within 1 (one) hour from reporting, in the event of medium errors within 4 (four) hours, while in the event of low priority errors within 72 (seventy-two) hours from reporting the error. Classification of errors: errors with critical priority: The error causes the full inoperability of the following functionalities with respect to all Resellers of the electronic toll system: route ticket route planning, route ticket selling or balance topping-up functionality.; errors with medium priority: The error affects the route ticket rout planning, route ticket selling or balance topping-up functionalities and their proper use and appropriate operation, however without significantly interfering with the operation of the daily business operations.; errors with low priority: The deviations caused by the error have no major effect on the functionalities or on proper use and appropriate operation.
- 5.11 The Reseller shall provide the Services with utmost care and thoughtfulness in accordance with the quality requirements specified by the Service Provider.
- 5.12 The Reseller shall fulfill the Service Provider's reasonable instructions and act for the benefit and in the interests of the Service Provider, and shall not do anything that would interfere with or hinder the Service or its development.
- 5.13 The Reseller shall perform its business activity by adhering to the legal rules applicable to the Point of Sale. The Reseller shall be required to obtain at its own expense all licenses and permits, approvals and consents required for the conclusion of the Cooperation Agreement and the fulfillment of its tasks within the Point of Sale.
- 5.14 The Reseller shall make available to the Service Provider all information requested by the Service Provider and any that powerfully helps the Service Provider's business

management. Having special regard to the opening hours of the Points of Sale and in the event of changes to the possibilities of route planning, toll purchase, toll balance topping-up and toll payment. The Reseller shall be obliged to inform the Service Provider of any changes to bank card and fuel card acceptance and the card types within two working days. Failing to inform the Service Provider in connection with such information shall be considered as a material breach of contract.

- 5.15 The Reseller shall inform the Service Provider continuously of any issues and disputes with the condition that in the event of any dispute between the Service Provider and/or the Reseller and the End User, the Reseller must not initiate any procedure with regard to the dispute, conclude a settlement and in particular must not cancel any obligation without the Service Provider's prior approval.
- 5.16 The Reseller shall be obliged to obtain the Service Provider's approval for the display of any advertising or advertising material related to the Service at the Point of Sale that is not supplied directly by the Service Provider.
- 5.17 The Reseller shall always fully indemnify the Service Provider for any loss or damage to the Service Provider or for expenses or costs incurred by the Service Provider that had arisen directly or indirectly due to the fact that the Reseller failed to comply with a condition or provision of the Contract.
- 5.18 The Parties agree that the risk of damage with respect to the equipment and devices supplied by the Service Provider shall be borne by the Reseller.
- 5.19 The Reseller shall be obliged to display the effective general terms and conditions applicable to the End Users at each Point of Sale in a clearly visible way and in a manner accepted by the Service Provider. The Service Provider undertakes to make available to the Reseller the current version of the general terms and conditions applicable to the End Users.
- 5.20 The Reseller, upon toll sale to End Users, shall be entitled to charge any other costs and fees (such as the convenience fee) related to the road use authorization charged during the sale by the Reseller with the preliminary written approval of the Service Provider.
- 5.21 If the Reseller provides payment by the fuel card of a fuel card issuer arranged by NTPS, the Reseller shall be responsible for checking and adhering to the terms and conditions specified by the fuel card issuer (in particular but not limited to the verification of the validity assigned to the fuel card and the motor vehicle identification number, black list, transaction number restriction, etc.). The Service Provider shall inform the Reseller of the terms and conditions specified by the fuel card issuer. Any loss or damage arising from the failure to fulfill this obligation or from its improper fulfillment shall be borne by the Reseller as set out in Section 5.17 of the GTC.
- 5.22 The Reseller shall be obliged to perform the modifications and updates related to the system, previously communicated by the Service Provider, within the deadline specified by the Service Provider, and shall also provide appropriate IT support and confirm the performance of the modification. The Reseller, within its cooperation obligation, shall be obliged to provide an IT expert with the appropriate qualifications.

- 5.23 The Reseller may pursue activities under the Cooperation Agreement only at Points of Sale that were approved by the Service Provider before the commencement of the activity. Violation of this obligation shall be considered as a material breach of contract.
- 5.24. The Reseller acknowledges that the Service Provider is entitled to ban any sales activities at the Point of Sale with a 10 days' advance notice, without stating the reasons.
- 5.25 The Reseller is entitled to discontinue sales activities at the Point of Sale with a 10 days' advance notice to the Service Provider, without stating the reasons.
- 5.26 The Service Provider shall be entitled to check the Reseller's sales activities in accordance with the evaluation sheet attached hereto as Annex 8 of these GTC.

6 6. Financial terms

- 6.1 Irrespective of the Service, all transactions that have been registered in the Service Provider's system as successful purchases shall be considered as such by the Parties, based on the processes set out in the relevant Annexes of the GTC, as well as by adhering to the steps according to the interface descriptions, which shall have the following meaning irrespective of the type of the Service:
- (i) with regard to route tickets, the Service Provider's reseller sales system confirmed the purchase of the route ticket as a successful purchase;
 - (ii) in the event of making the Service Provider's on-board unit available, the End User of the ET System or the End User's representative confirms the acceptance of the on-board unit with his/her signature and the Reseller enters this sale of the on-board unit in the Service Provider's reseller sales system and the system successfully confirms that entry;
 - (iii) in the case of topping up End User's balance, the Service Provider's reseller sales system confirms the topping up as a successful transaction.

6.2 Conditions of reversal transactions:

- (i) The Reseller shall be required to keep the seller's and customer's copies of voided and original receipts of the reversed route tickets and toll balance top-ups for two years from the date of reversal, the existence of which may be checked by the Service Provider upon personal, on-site inspections at the Points of Sale or in e-mail requesting the Reseller to send all receipts related to the transaction. Missing receipts shall be considered as material breach of contract, based on which the Service Provider shall impose a penalty for improper performance in the amount of HUF 6,350 per item (i.e. for each missing receipt) and shall issue an invoice for the penalty, which must be settled by the Reseller by the due date specified on the invoice. If more than five receipts are missing at the Reseller, the Service Provider shall be entitled to terminate the Cooperation Agreement with immediate effect.
- (ii) If for any reason no customer's receipt is issued regarding a purchase, or a reversal receipt regarding a reversal transaction, the Reseller must make a declaration of this using the minutes template included

in Annex 5, which must be sent electronically to the viszontelado@nemzetiutdij.hu e-mail address within two working days from the sale, and the original declaration must be retained at the Point of Sale for two years from the date of sale. A separate declaration must be made for each missing receipt, i.e. one declaration may include only the absence of a single receipt. The existence of such declarations may be checked by the Service Provider upon personal, on-site checks at the Points of Sale. Missing declarations or failing to send such declarations to the Service Provider within two working days shall be considered as material breach of contract, based on which the Service Provider shall impose a penalty for improper performance in the amount of HUF 6,350 per item (i.e. for each missing declaration) and shall issue an invoice for the penalty, which must be settled by the Reseller by the due date specified on the invoice. If more than five declarations are missing at the Reseller or were not sent to the Service Provider, the Service Provider shall be entitled to terminate the Cooperation Agreement with immediate effect. The Service Provider shall take into account the five pieces of missing declarations only for the two-year term of the retention obligation, i.e. the lack of any receipt where the obligation to retain it has expired shall not be considered as the basis of a penalty for faulty performance.

(iii) The Reseller shall bear full responsibility for any losses arising from the reversal and from not carrying it out in conformity with the contract, hence in particular it shall be liable for the value of the reversed transactions and any fines imposed on the Client in relation to the reversal.

- 6.3 The Reseller may sell the road use authorization only at a price corresponding to the toll specified in the currently effective legal regulation. Where the rate of toll changes in the relevant legal rule, the Service Provider shall notify the Reseller immediately through its contact persons. The Reseller shall be allowed to sell, as of the effective date of the change, only at the price (toll) specified in the legal rule.
- 6.4 The Parties agree that the Reseller or its Subcontractor exclusively may issue an invoice to the End User of the toll or the related devices and services sold by the Reseller, excluding payments with the use of a fuel card issuer arranged by NTPS, in which case the fuel card issuer shall be entitled and obliged to issue an invoice. The issuer of the invoice shall be required to issue a taxation document in compliance with the applicable legal regulations.
- 6.5 The Reseller shall be responsible in all cases for observing the provisions set out in Section 6.3; the Reseller may not collect subsequent consideration in connection with the Service and the Reseller shall be responsible for the management of any End User claims arising therefrom.

- 6.6 The Reseller shall be entitled to a Flat-rate reimbursement for each successful Service provision. The Flat-rate reimbursement shall be settled in accordance with the provisions of Section 7. The Flat-rate reimbursement shall be paid based on the invoice issued for it. The Reseller shall attach the financial performance certificate issued for the Flat-rate reimbursement to the invoice.
- 6.7 If the Reseller meets its obligation set out in Section 4.4 of these GTC by using a fuel card issuer provided by NTPS, the Service Provider shall be entitled to collect from the Reseller the costs of fuel card acceptance set out in the Cooperation Agreement.

7 Settlement of accounts

- 7.1 The Service Provider shall continuously measure the extent of Service used by the End Users.

- 7.2 The Parties shall determine settlement periods as follows:

- 7.2.1 The Parties shall specify the settlement period applied in the Cooperation Agreement.

- 7.2.2 On a weekly basis:

- a.) from the 1st day to the 7th day of the month concerned
- b.) from the 8th day to the 14th day of the month concerned
- c.) from the 15th day to the 21st day of the month concerned
- d.) from the 22nd day to the last day of the month concerned.

Weekly settlement may be used if the Reseller provides the Performance Guarantee specified in Section 10.4.1.3 (B) (b) (iii).

- 7.2.3 On a half-monthly basis:

- a.) from the 1st day to the 15th day of the month concerned,
- b.) from the 16th day to the last day of the month concerned.

Half-monthly settlement may be used if the Reseller provides the Performance Guarantee specified in Section 10.4.1.3 (B) (b) (ii).

- 7.2.4 On a monthly basis.

From the 1st day to the last day of the month concerned.

Monthly settlement may be used if the Reseller provides the Performance Guarantee specified in Section 10.4.1.3 (B) (b) (i).

7.3 Data reconciliation

The Reseller acknowledges that the Service Provider shall be entitled to issue an invoice based on its own records. The invoice regarding the provision of the Service shall be issued on the basis of the data on record of the Service Provider by the 2nd working day following the settlement period invoiced.

At the latest on the 6th working day following each settlement period as specified in Section 7.2, the Parties shall exchange by e-mail the itemized data for the settlement period for reconciliation, broken down by Points of Sale, toll category and type.

The Reseller shall send the Service Provider the aggregated data by e-mail in the Settlement Notice according to Annex 3 of the GTC.

If the data sent regarding the provision of the Service do not match, the Parties shall consult one another on any differences by the 10th (tenth) calendar day following the end of the settlement period in question. The Parties shall settle the reconciled differences by issuing and paying a correcting invoice, by the 25th day of the month following the period invoiced.

- 7.4 Based on the transactions related to a successfully provided Service, the Service Provider shall issue to the Reseller an invoice of the sales revenue related to the Service – excluding the revenue from sales through fuel card issuers arranged by NTPS Plc. – at the latest on the 2nd -working day following the settlement period. The Reseller shall be required to pay the invoice by the due date specified therein. To facilitate the automatic entry of payments into the accounts, the Reseller must transfer the exact sum indicated on the invoice and enter the following into the Comments section: the identifier provided by the Service Provider, followed by a single space, followed by the invoice number (for example: 2009686 2018/0000079/PP1). Resellers providing the Payment Guarantee specified in Section 10.4.1.3 (B) (b) (iii) and selling with a settlement period shorter than half-monthly and in the case of invoices issued with an extraordinary settlement period, as well as upon the indication of the Service Provider, also with regard to other invoices, shall be required to send the bank's confirmation of the transfer to the elszamolas@nemzetiutdij.hu e-mail address. The due date of the invoice shall be 10 (ten) calendar days from the date of the invoice. If the payment deadline does not fall on a banking day, the Reseller agrees to schedule payment of the invoice so that the invoice amount is credited to the Service Provider's bank account on the last banking day preceding the holiday. In the event of late payment due to the payment deadline being a holiday, the Reseller shall be required to pay default interest as per section 7.9. The Service Provider shall attach a payment certificate for the Flat-rate reimbursement to the invoice issued, which is to be attached by the Reseller to the invoice issued by it for the flat rate reimbursement in accordance with Section 6.6. By way of derogation from the above, the basis of the Flat-rate reimbursement includes also the revenue from sales realized through fuel card issuers arranged by NTPS.
- 7.5 Following the reference period, the Reseller shall issue an invoice to the Service Provider in accordance with Section 6.6, on the basis of the invoice and performance certificate issued by the Service Provider as specified in Section 7.6, for the Flat-Rate Reimbursement in accordance with the percentages fixed by the Parties in the Cooperation Agreement relating to the reference period according to 7.2. The Reseller shall be required to send the invoice without delay to the Service Provider. The Service Provider shall be required to pay the invoice with a payment term of 30 days as specified therein. The Service Provider shall accept the Reseller's invoice only with the original copy of the payment certificate previously signed and sent by the Service Provider.
- 7.6 The Service Provider's invoice shall be issued in accordance with the effective VAT rules applicable to the provision of the Service.
- 7.7 The Reseller shall submit the invoice issued in accordance with Section 7.5 by sending it to the Service Provider's registered office (Finance and Accounting Department, H-

1134 Budapest, Váci út 45., Building “B”). The Service Provider shall pay the invoice only when the Reseller has transferred the amount of the Service Provider’s invoice.

- 7.8 The Reseller acknowledges that to ensure identification of its invoice, it shall attach to the invoice the original copy of the certificate of performance signed by the Service Provider. The Service Provider shall verify the Reseller’s invoice upon receipt. Subject to the rules set out in its written notice, the Service Provider shall be entitled to reject any invoice which is submitted in deviation of the provisions of Sections 0 and 7, in particular Sections 7.5, 7.7, or contains an error. The Reseller shall submit a new invoice in accordance with the provisions of the Contract. In the event of submitting an invoice which contains an error, as well as in the instance set out in Section 7.7, the Service Provider’s late payment shall be excluded.
- 7.9 In the event of a payment default by either Party, the other Party shall be entitled to default interest at 8% plus the base rate applicable on the first day of the calendar half-year affected by the default.

When calculating the interest, the Central Bank base interest rate valid on the first day of the relevant calendar half year shall be applicable for the given half year.

The base rate is published by the Central Bank of Hungary on its webpage:

in Hungarian: <http://mnb.hu>

in English: <http://english.mnb.hu>

- 7.10 The Reseller acknowledges and agrees that the Service Provider shall be entitled to derogate from the settlement period specified in Section 7.2 and from the payment term specified in Section 7.4 and apply a more frequent settlement and/or shorter settlement periods, even with a notification related to payment prior to deadline, if the gross value of the Reseller’s invoice issued in accordance with Section 7.4, and/or of the Services sold by the Reseller over a settlement period which have not yet been invoiced by the Service Provider, equals or exceeds 70% (seventy percent) of the amount of the Payment Guarantee provided by the Reseller to the Service Provider. In such a case, Resellers previously subject to monthly settlement as set out Section 7.2.4 shall be subject to half-monthly settlement as set out in Section 7.2.3, and Resellers previously subject to half-monthly settlement as set out in Section 7.2.3 shall be subject to weekly settlement as set out in Section 7.2.2, while Resellers previously subject to weekly settlement as set out in Section 7.2.2 shall be subject more frequent settlement as set out by the Service Provider.

If the gross value of the invoice issued by the Service Provider in accordance with Section 7.4, and/or of the Services sold by the Reseller over a settlement period which have not yet been invoiced by the Service Provider equals or exceeds 90 (ninety)% of the amount of the Payment Guarantee provided by the Reseller to the Service Provider, the Service Provider is entitled to suspend or restrict the Reseller’s right related to the provision of any Service and – if the Reseller has an effective contract with the Service Provider in place for the sale of e-vignettes – to the sale of e-vignettes.

If the Reseller fails to increase the Payment Guarantee with the amount and by the deadline specified in the Service Provider’s written notice, the Service Provider may be entitled to suspend or restrict the Reseller’s or the Point of Sale’s right related to the

provision of any Service and – if the Reseller has an effective contract with the Service Provider in place for the sale of e-vignettes – to the sale of them.

- 7.11 The Parties agree that the deadline for the review of transaction items relevant to the target year and for subsequent settlement is March 31 of the year following the target year. After the above date, the Parties consider the target year closed in terms of settlement. With due consideration of the deadline, the Parties shall exchange any remarks regarding the Service settlements for the target year by the last day of February following the target year.
- 7.12 Unless otherwise provided for herein, each Party shall bear any costs (e.g. banking costs) and expenses which it incurs in connection with the performance of the Service.

8 Customer Service

- 8.1 The Reseller shall be required to inform the Service Provider immediately of any complaint that is solely attributable to malfunctions in the systems of the Service Provider. After receiving such information, the Service Provider shall be required to address the substance of the complaint, investigate it within 15 (fifteen) days, and inform the Reseller of the outcome.
- 8.2 At the request of the Service Provider or the End User, the Reseller shall be required to address the substance of any End User complaint relating to payment of the consideration for the Service or to the use of the Service, investigate the matter, and inform the Service Provider of the outcome within 5 (five) working days from receiving the request. If the Reseller is contacted by the End User directly, the Reseller shall inform both the Service Provider and the End User in writing within 5 (five) working days of receiving the request. In order to fulfil the obligation set out in this Section, the Service Provider shall be required to cooperate closely with the Reseller on issues related to the systems it operates.
- The Reseller shall not deal with End User complaints relating to the activity of the Service Provider, and shall forward such complaints to the Service Provider immediately upon receipt.
- 8.3 The Reseller hereby undertakes to provide continuous information to interested End Users on the provision of the Service, orally or by any of the means specified in Annex 1 to these GTC.
- 8.4 The Reseller hereby undertakes to draw the attention of End Users to the opportunity to use the Service on a continuous basis.
- 8.5 The procedures for examining customer complaints made during the effect of the Cooperation Agreement and concern errors in the Reseller's provision of the Service are regulated in Annex 2 hereto.

9 Communication

- 9.1 The Parties shall be active in communicating the Service both individually and jointly. The Parties shall consult with each other on the various forms of communication and on

their content and the Reseller shall use the communications materials only following the Service Provider's approval.

- 9.2 The Parties hereby undertake to communicate the Service through their own communication channels, in full compliance with the -Contract.
- 9.3 The Reseller shall be required to display, in a clear and legible manner, the toll(s) applicable to the Service in any advertisement for the Service and in any information materials published in relation to it as stipulated in the relevant legal regulations.
- 9.4 The Reseller undertakes to communicate exclusively based on the actual data of the Service. Any deviation from this requirement shall be considered as material breach of contract.

10 Other provisions

10.1 Data Protection

Regarding the personal data relating to the users of the UD Toll System's services obtained by the Reseller in the course of selling the UD Toll System's services, the Reseller shall be considered the data controller for the purposes of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, "GDPR") in relation to the processing of personal data. In respect of this data processing, the Reseller shall be obliged to fully comply with all data protection regulations in force, by taking into account Annex 11 of this GTC. In the course of its activities concerning the data category of personal data as defined in Annex 11 and transferred to it by the Reseller as the data controller, NTPS Plc. will proceed in accordance with the data protection regulations in force. The data specified in section 4 of Annex 11 provided by the registered user of the UD Toll System are exceptions to the provisions of this section, as, for the purposes of the GDPR, NTPS Plc is considered the data controller and the Reseller the processor of these data. The Parties agree that such data processing shall be governed by the data processing provisions laid down in Annex 12 in compliance with the GDPR.

The Parties represent that they have obtained the authorization set out in data protection legislation to process the personal data of contact persons under the Cooperation Agreement. The Parties represent that they have provided their staff members specified in the Cooperation Agreement with the required prior information on the fact that, in connection with the Contract, with a view to enabling communication between the Parties, until the expiry or termination of the Contract or, if the contact person changes during the term of the Contract, until the entry into force of such change, their personal data (including their names, email addresses and, where appropriate, their telephone contact details) may be used by the Party employing them for the purposes and objectives set out above and that such data may be transferred to the other Party for use for the same purposes and under the same conditions. The Parties represent that, as part of the information provided to their employees on the processing of personal data as referred to in this Section, their employees have been notified that, during the period of the mandatory retention of documents concerning the Contract, the above personal data may be stored in the Parties' document management systems and forwarded to the

competent body during the administrative or judicial proceedings provided for by the law. The Parties represent that, in connection with the Contract, they comply with the provisions of the EU's General Data Protection Regulation (GDPR) and other applicable privacy provisions to the required and reasonable extent concerning the processing of personal data. The Parties represent that their systems comply with the security requirements under the GDPR and are suitable to enable the protection of personal data as provided for in the GDPR.

10.2 Cooperation obligation of the Parties

The Parties agree that they shall cooperate in good faith and make every reasonable effort in the interest of contractual performance. The Parties shall be obliged – to the extent it is within their competence – to perform and implement and apply due care to performing and implementing all measures or signing all documents necessary for complying fully with and fulfilling all the provisions of the Contract. Within the scope of the cooperation obligation, the Parties undertake in particular to inform the other Party in a timely manner of any circumstances that affect or interfere with the performance or result of the Contract or the performance dates.

10.3 Notifications

The Parties shall be required to notify each other in writing, by mail, and also by e-mail to the e-mail addresses of the contact persons specified in the Cooperation Agreement, of any changes to their data (with special regard to the e-mail address, the mailing address, the billing address and the bank account number) within 5 (five) working days. The defaulting Party shall bear any damage and consequences arising from the failure to send this notice.

The Party in default or in breach of the law shall be liable for any damages arising from the failure to make notices required under the Contract or by legal regulations.

Unless otherwise provided for herein, any legal statements or notification bearing legal consequences required by these GTC shall be sent by the Parties to one another in writing, in person, through fax or by mail, in a manner that clearly proves receipt.

10.4 Payment Guarantee:

10.4.1 Rules of determining and extent of the Payment Guarantee

In order to ensure the Reseller's contractual payment obligation, the Reseller may be required to give the Service Provider a Payment Guarantee, valid from the effective date of the Cooperation Agreement.

The Service Provider shall determine the minimum amount of the Payment Guarantee to be provided by the Resellers on the basis of the Resellers' risk categories. The Reseller undertakes to submit the Service Provider the business data necessary for the risk classification – based on the form included in Annex 7 of these GTC – in electronic format (by email) each year by June 15 following the last closed business year. Foreign Resellers are required to provide to the Service Provider a certified balance sheet and profit & loss reports in the format specified by the legal acts or other regulations in effect in the specific country and/or required by the EU with regard to the Reseller.

10.4.1.1 “Low-risk priority rating” – in its own right

If all the conditions below are met, the Reseller shall be deemed to belong to the low-risk priority category, thus providing a Payment Guarantee is not a precondition of contracting or of maintaining the legal relationship, if in both of the two closed business years preceding the time when the minimum amount of Payment Guarantee is determined:

- (i) its balance sheet total was higher than 15 (fifteen) billion Hungarian forints;
- (ii) its net Sales revenue was more than 10 billion Hungarian forints per year;
- (iii) its result according to the balance sheet was not negative in either year.

If the last condition under item (iii) is not satisfied, i.e. the Reseller’s result according to the balance sheet was negative in at least one of the two years, but the Reseller has pursued its activities related to the sale of e-vignettes for at least 3 (three) years, and its reselling activities related to the sale under the Cooperation Agreement, Electronic toll reseller contract since it entered into effect without problems, then – after considering the data in the annual reports, as well as other public data from the court of registration and the tax authority (NAV), etc. or data made available by the Reseller – the Reseller may be managed according to this rating with the special approval of the Service Provider. Granting or withdrawing the exemption from providing a guarantee shall be the exclusive competence of the Service Provider.

10.4.1.2 Priority rating through cash surety

If the Reseller itself does not have a “Low-risk priority rating” as defined in Section 10.4.1.1, but the consolidated sales revenue and balance sheet total of not more than 2 (two) other affiliates of the Reseller registered in Hungary equals or exceeds the limits for that priority category, and the revenue from e-vignettes or Service sold by the Reseller in the previous full business year exceeds 2% of the total e-vignette revenue and revenue from Service provision of the Service Provider in the same business year, the Reseller can also ensure its low-risk priority rating by a cash surety complemented with a prompt collection order provided by the affiliates included in the rating and drawn up in a notarized document and available up to the limit previously approved by the Service Provider. The combined amounts (balance sheet total, net revenue from sales) shall be corrected with the transactions between the affiliates in order to eliminate duplicate amounts.

10.4.1.3 “High-risk rating”

If the Reseller does not meet the conditions either in Section 10.4.1.1 or in Section 10.4.1.2, it shall receive a high-risk rating. In this case, providing a Payment Guarantee is mandatory for the Reseller, and the extent of such a guarantee shall be determined according to the following:

- (A) For Resellers *not concluding a contract* with the Service Provider for the sale of e-vignettes, the extent of the Payment Guarantee shall be calculated by the Service Provider by taking as a basis a minimum of HUF 10,000,000,

that is ten million Forint, Performance Guarantee per Point of Sale owned by the Reseller.

(B) For Resellers *concluding a contract* with the Service Provider for the sale of e-vignettes, the extent of Payment Guarantee shall be:

- (a) from the effective date of the Contract, the Service Provider shall accept the Reseller's Payment Guarantee related to e-vignette sales and the extent thereof, provided that the Payment Guarantee is suitable for the enforcement of the Service Provider's claims arising in connection with the provision of the Service;
- (b) from the 1st day after the Contract has entered into effect, the Reseller shall be required to provide a Payment Guarantee that is suitable for the enforcement of the Service Provider's claims arising in connection with both the sale of e-vignettes and the provision of the Service. The extent of the guarantee provided shall be revised by the Service Provider 1 month after the Contract enters into force. With regard to this, the Service Provider shall determine the extent of the Payment Guarantee based on whether or not the guarantee specified in relation to e-vignettes in the relevant general terms and conditions and the Payment Guarantee specified in the Contract according to the following is part of it:
 - (i) for monthly settlement, 49 times the Reseller's average daily turnover generated from the provision of its Service;
 - (ii) for half-monthly settlement, 34 times the Reseller's average daily turnover generated from the provision of its Service;
 - (iii) for weekly settlement, 26 times the Reseller's average daily turnover generated from the provision of its Service;

10.4.2 Possible forms of Payment Guarantee

The form of Payment Guarantee may be cash deposit (caution money) or a guarantee agreement according to the following.

10.4.2.1 Cash deposit

If a Reseller wishes to provide the Payment Guarantee in the form of a cash deposit (caution money), the Reseller shall satisfy the requirement for the provision of such Payment Guarantee set out in the Cooperation Agreement by way of transferring/depositing the amount to the following bank account of the Service Provider, with the notice "cash deposit": K&H Bank Zrt., IBAN HU89 10402142-49555557-57541203. SWIFT: OKHBHUHB.

10.4.2.2 Guarantee Agreement

The form of such a Payment Guarantee can be a bank guarantee or a guarantee provided by an insurer.

10.4.2.2.1 If a Reseller wishes to provide the Payment Guarantee in the form of a bank guarantee or a guarantee provided by an insurer, only bank guarantees provided by credit institutions registered by the Hungarian National Bank or an entity subject to Act LXXXVIII of 2014 on Insurance activities and having an active legal status may be accepted. Beginning with the 30th calendar day before the expiration of the bank guarantee provided by the Reseller, the Service Provider is entitled to restrict or suspend the Service. The Reseller is required to maintain the bank guarantee or the guarantee provided by an insurer on a continuous basis during the contractual relationship, with special attention to monitoring the expiration date.

Additional criteria for the guarantee:

- (i) must be drafted in Hungarian;
- (ii) beneficiary must be Nemzeti Útdíjfizetési Szolgáltató Zrt. (National Toll Payment Services);
- (iii) may be cancelled only with the consent of the Service Provider;
- (iv) must grant the Service Provider unconditional drawing rights without inspection of the underlying legal relationship;
- (iv) the right of draw-down of it shall be transferable and assignable;
- (v) the shortest validity period for the guarantee shall be one year.

For foreign Resellers, bank guarantees issued abroad shall be submitted at the bank of the Service Provider (K&H Bank Zrt.) via SWIFT and which the Service Provider may enforce through the same. The Service Provider may accept or reject any foreign guarantee, or one written in a language other than Hungarian, at its own discretion without having to provide a reason.

10.4.3 Rules of using the Payment Guarantee

10.4.3.1 Withdrawal from the Payment Guarantee

The Reseller agrees that if the Cooperation Agreement is terminated for any reason whatsoever or the Reseller has any debt to the Service Provider and fails to pay it upon the Service Provider's notice by the due date specified, the Service Provider shall be entitled to seek satisfaction from the amount of the above Payment Guarantee to the extent of its claim. If the amount of the Payment Guarantee is not sufficient to satisfy the Service Provider's claims, the Service Provider shall be entitled to enforce such claims over and above the Payment Guarantee through legal proceedings. If this Cooperation Agreement is terminated in such a manner that the Reseller has no debt to the Service Provider, the amount of the Payment Guarantee shall be returned to the Reseller. The Parties agree that no interest shall be payable to the Reseller on the amount of the Payment Guarantee.

10.4.3.2 Settlement sequence

In the event of using the Payment Guarantee, the Service Provider shall account for the used amount for settling claims in the following order:

- (i) costs incurred in connection with the enforcement of claims,
- (ii) interest,

- (iii) principal amount.

The Service Provider shall be entitled to restrict or suspend the Service if the Reseller's payment of any invoice issued by the Service Provider in accordance with the Contract is overdue, or any debt remains outstanding after drawing the full amount of the Payment Guarantee. If the Payment Guarantee is drawn either in part or in full but the Cooperation Agreement between the Parties remains in effect, the Reseller shall be required, within 8 (eight) days, to pay the amount of the Payment Guarantee to the Service Provider or top up the Payment Guarantee to the required amount.

The Reseller acknowledges that, during the term of the Cooperation Agreement, the Service Provider shall be entitled to increase the amount of the Payment Guarantee unilaterally, subject to the notification of the Reseller in writing, to ensure that the amount of guarantee corresponds to that specified in Section 10.4.1.3(B)(b) of these GTC. The Reseller acknowledges that in such an event it shall top up the amount of the Payment Guarantee to the amount specified in the Service Provider's written notice within 8 (eight) calendar days of such notice. The Parties agree that, if the Reseller fails to pay or top up the amount of Payment Guarantee by the date specified in the notice, the Service Provider may, at its own discretion, request an immediate settlement of accounts from the Reseller, suspend the provision of the Service immediately, or terminate the Cooperation Agreement with immediate effect. In addition, the Service Provider shall be entitled to increase the Payment Guarantee in accordance with the provisions of this section upon the Reseller's request to expand its sales network.

10.4.4 In view of the fact that the Service Provider makes payments to the Reseller on the basis of Decree 29/2013 (VI. 12.) MND on the calculation and level of flat-rate reimbursement payable by the toll charger to the toll service providers and by the universal toll service provider to the declaration operators and resellers, the Reseller cannot make the guarantee conditional.

10.4.5 The Reseller takes note that where the Payment Guarantee is drawn by the late payment of its outstanding debt, the collection flat rate that can be enforced by the Service Provider under Act IX of 2016 on the Collection Flat Rate shall also be drawn. The enforcement of the collection flat rate will not exclude the Service Provider from claiming its costs arising in connection with the enforcement of the claim exceeding the amount of the collection flat rate.

10.5 No product tying, no other stipulations

The Reseller acknowledges that the provision of the Service shall under no circumstances be tied to any other service, or, with foreign sales, advertised or suggested as a prerequisite for crossing the border.

10.6 Effect, termination, breach of contract

10.6.1 The Cooperation Agreement shall become effective on the date of its signature by both Parties and shall remain in effect for an indefinite period. The Service Provider's signing the Cooperation Agreement shall be subject to the previous approvals required by legal regulations and by other rules applicable to the Service Provider.

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

In consideration of the above, the Cooperation 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, and 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.

10.6.1.2 If the contract to be concluded between NTPS Plc. and the Ministry for Innovation and Technology (hereinafter: "MIT") or the relevant body designated in the Implementing Decree for the financing of the obligations to be complied with by NTPS Plc. based on these GTC and the Cooperation Agreement (hereinafter: "Financing Contract")

(i) is not concluded in respect of the subject period, or

(ii) the Financing Contract ceases or is terminated or (iii) the financing provided based on the Financing Contract is suspended for any reason whatsoever and, as a result of any of the above circumstances, NTPS Plc. is unable to comply with its flat-rate reimbursement obligation due to a lack of available funds and the Cooperation Agreement is not concluded; or if the "Financing Contract" is not concluded or it ceases/is terminated, NTPS Plc. shall be entitled to terminate the Cooperation Agreement on the given subject already concluded between the Reseller and NTPS, without disclosing the respective reasons, with a notice period of 30 (thirty) days via mailing it to the address specified in the Cooperation Agreement. The termination notice shall be deemed as having been delivered, if the Reseller fails to take receipt of the notice within 5 (five) days from its sending. In the event of any of the above circumstances occurring, the Reseller shall not be entitled to make a demand or claim for compensation or penalty, or make other similar legal claim or demand from NTPS Plc. Even in such a case, the Reseller shall be entitled to receive the contractual value of the services certified to have been provided to NTPS Plc. up until receiving the notification of NTPS on termination.

10.6.1.3 The Reseller shall cause damage to NTPS Plc. if, for reasons attributable to the Reseller, the MIT enforces a penalty payment, based on the so-called fault score system, from the service fee payable to NTPS Plc. The Reseller acknowledges that if a fault score is imposed on NTPS Plc by the MIT due to services that are in breach of the contract for reasons attributable to the Reseller, and any sums are accordingly deducted by the MIT from NTPS Plc., NTPS Plc. shall enforce that sum against the Reseller as a penalty, on the basis of an invoice.

10.6.1.4 The Reseller shall be required to pay the damages caused to NTPS Plc resulting from the breach of the Agreement. Within the scope of the liability for breach of contract, the Reseller shall be obliged to pay the full amount of damages caused to NTPS Plc and/or any third party. The Reseller cannot refer to circumstances being outside the scope of its authority inasmuch as, but not

exclusively, it is related to its contractually binding activities; in all other cases the provisions of the Civil Code shall prevail in the evaluation of whether the individual circumstances are outside the Reseller's scope of authority.

10.6.2 The Cooperation Agreement may be terminated without giving reasoning (ordinary termination) by either Party, with 30 (thirty) calendar days' notice. The period of notice shall be in the first year of the Contract 1 (one) month, in the second year 2 (two) months, while in the third and subsequent years 3 (three) months. The Parties may agree upon shorter periods of notice in the Cooperation Agreement if the Reseller does not provide the Service as its core activity.

10.6.2.1 Where the Reseller has several Points of Sale, or performs its activity via Subcontractors or contractual partners in several Points of Sale, the Service Provider shall be entitled to restrict or terminate the possibility to sell with regard to individual Points of Sale. This restriction can be introduced without limitation with immediate effect. The withdrawal of the sales right of the Point of Sale can take place in the event of a material breach of contract linked to a Point of Sale and by giving justification for it, upon the service of this justification (Withdrawal of a permit for a Point of Sale). The withdrawal of the approval related to the Point of Sale shall not affect the effect of the other provisions of the Cooperation Agreement if, based on the Cooperation Agreement, there are further approved Points of Sale. If, after the withdrawal of the approval of a certain Point of Sale, there are no more approved Points of Sale according to the Cooperation Agreement, the Cooperation Agreement can be terminated subject to the application of the rules for extraordinary termination.

10.6.3 In the event of a material breach, the Cooperation Agreement may be terminated with cause (extraordinary termination) by the injured Party with immediate effect, provided that the injured Party has sent prior written notice to the defaulting Party, setting a deadline of at least 8 (eight) days and stating the reasons, demanding that the infringement be stopped and its consequences be remedied, and the deadline has expired without these demands being met. The reasons for extraordinary termination must be stated.

10.6.4 Any of the following shall be considered as a material breach of contract by the Reseller:

- (i) failure to comply with Sections 3.5(ii), 7.4, 9, 10.4 and 13 of these GTC;
- (ii) occurrence of any of the default events specified in the Cooperation Agreement;
- (iii) all events considered as material breach of contract based on personal inspection specified in Annex 2 of the GTC and violations of the provisions in Annex 1;
- (iv) the Reseller ties the Service to other products, goods, services or service packages according to Section 10.5, and thus the Service cannot be purchased as a standalone item at the price specified in the Toll Decree in effect;

- (v) the Reseller charges the End Users in connection with the provision of the Service with additional charges and breaches its obligations set out in Section 6.3;
 - (vi) the Reseller breaches its obligations set out in Section 5.19;
 - (vii) engagement in unfair market practices or in any other act or conduct to damage the Service Provider's good reputation or other moral rights;
 - (viii) the Reseller or its Subcontractor providing the Service at a location or in a form lacking approval by the Service Provider (it lacked a Sale Permit) (GTC 5.23);
 - (ix) failure to pay the Service Provider's invoice to the Reseller within the time limit specified in the Service Provider's notice.
- 10.6.5 Any of the following shall be considered material breach of contract by the Service Provider:
- (i) engagement in unfair market practices or in any other act or conduct to damage the Reseller's good reputation or other moral rights;
 - (ii) failure to pay the Reseller's invoice to the Service Provider within the time limit specified in the Reseller's written notice.
- 10.6.6 In the event of the Reseller's material breach of contract as specified in Section 10.6.4(ix), the Service Provider – upon its own discretion – shall be entitled to suspend the Reseller's right to provide the Service. If the suspension of the Reseller's right to provide the Service has no result within 8 days that is, the Reseller fails to remedy the breach of contract within this time, the Service Provider shall be entitled to terminate the Contract with immediate effect.
- 10.6.7 Furthermore, the Contract may be terminated by the Parties with immediate effect if the winding-up of either Party has been ordered finally by the court or tribunal that has jurisdiction, or the Reseller is under bankruptcy proceedings or liquidation.
- 10.6.8 In the event of a termination with immediate effect, the Parties reserve the right to enforce their claims arising from the breach of contract, including the right to compensation for the damage suffered by them. As regards compensation claims, any claims stipulated in this Cooperation Agreement and damage arising from the default event can also be enforced in accordance with the provisions of Act V of 2013 on the Civil Code.
- 10.6.9 Where either of the Parties (for the purpose of this Section, the defaulting Party) fails to fulfil or properly fulfil any of its obligations under this Contract, the other Party shall be indemnified, in this regard, from and against any legal consequences of the breach of contract arising from the breach of obligations by the defaulting Party, and shall be entitled to enforce its claims resulting therefrom against the defaulting Party.

10.6.10 The termination or cancellation of the Cooperation Agreement shall imply removal of the Reseller's Services from the systems operated by the Service Provider, as well as invoicing and payment of any amounts remaining to be settled.

10.6.11 In the event of terminating the Cooperation Agreement for any reason, the Reseller

- (i) may not make a statement claiming that it has any relations whatsoever with the Service Provider, and may not continue its business activity under a name or in a manner that is mistakable with the Service Provider's business activity;
- (ii) shall immediately return all of the Service Provider's assets;
- (iii) shall be required, at the Service Provider's request, to return all advertising materials, specifications and other documents containing information related to the Service to the Service Provider.

10.6.12 In the event of termination of the Kiosk lease agreement concluded by and between the Parties, it shall not affect the effect of the Cooperation Agreement.

11 Notification of the Reseller in the event the Service Provider unilaterally amends the Agreement

11.1 The Service Provider shall notify the Reseller at least 15 days prior to any amendments to the GTC becoming effective. The Service Provider may fulfil this obligation by means of a notice e-mailed to the addresses of the Reseller's designated contact persons specified in the Cooperation Agreement and displayed on the Service Provider's website (www.toll-charge.hu).

12 Settlement of disputes, legal remedies

12.1 The Parties shall endeavor to settle any dispute arising from the Agreement primarily through negotiations and a mutual written settlement, within 30 (thirty) days following the occurrence of the fact, data or circumstances upon which the dispute is based.

12.2 If this mutual written settlement is not concluded within the period of time specified above, the Parties submit to the exclusive jurisdiction of the of the Buda Central District Court or the Metropolitan Court of Budapest, depending on the value serving as the basis of their legal dispute.

13 Confidentiality

13.1 The Parties agree to treat any information concerning the Agreement and any activity performed pursuant to it as strictly confidential, business secret. Any information acquired in this way can be disclosed to third parties only with the prior and explicit written authorization of the other party to this end. Where any information to be treated as confidential becomes known by third parties as a consequence of the breach of confidentiality obligation by either of the parties and this leads to damage to the other

party and/or a third party, the culpable party shall bear full financial liability towards the other party and/or the third party.

- 13.2 It shall not be considered as a breach of the confidentiality obligation if either of the Parties discloses the information considered as business secret to any competent authorities, courts or other bodies stipulated by law in order to exercise or defend its lawful rights or to fulfil any of its statutory obligations.
- 13.3 The Parties may claim against the other Party for all damages resulting from the violation of contract due to the infringement of the confidentiality obligation.
- 13.4 The Parties agree that the confidentiality obligations stated in Section 13 of the GTC shall prevail during the effect of the Contract and also thereafter, without any time limitation.

14 Force Majeure

- 14.1 It shall not constitute a breach of contract if either of the Parties is not able to perform its obligations set out in this Contract for any reason beyond the control of and insurmountable by the Parties (force majeure).
- 14.2 In the event of force majeure, the Parties shall be exempted from the fulfilment of their obligations under the Contract only to the extent and for the period the force majeure significantly hinders or prevents the performance.
- 14.3 The affected Party shall be required to notify the other Party of the occurrence of a force majeure event without delay if possible and to inform it of its expected duration and its effects on the fulfilment of its obligations under the Contract.
- 14.4 Where the force majeure event would delay the implementation of the Contract for more than 1 (one) week, the Parties shall be required to establish the necessary amendments to the Cooperation Agreement through negotiations.
- 14.5 Where the negotiations under Section 14.4 fail to bring results in 3 (three) working days, either of the Parties shall be entitled to terminate the Cooperation Agreement with immediate effect, and in this case the provision in Section 10.6.9 shall not be applicable.

15 Governing law

- 15.1 Any questions not regulated by these GTC shall be governed by the Cooperation Agreement between the Parties, and the relevant Hungarian laws, in particular by the relevant provisions of Act V of 2013 on the Civil Code. If any provision of the Contract becomes ineffective or null and void, it shall not render the other provisions of the Contract or the whole Contract ineffective or null and void. In such cases the Parties shall, upon becoming aware of the reason for nullity or invalidity, immediately start negotiations on the amendment of the Contract, in order to replace the null or invalid provision with a provision conforming to the legal provisions in force and conforming to the greatest extent to the original contracting will of the Parties.
- 15.2 If the terms of the Cooperation Agreement deviate from the terms set forth in these GTC, the provisions of the Cooperation Agreement shall apply.

16 Replacement, transferring of the contract

- 16.1 Pursuant to the contract of NTPS Plc. or the provisions of the law, NTPS Plc. may be replaced in these GTC and the Cooperation Agreement by the MIT or any other legal entity that may likewise enter the Contract in lieu of NTPS Plc. as a legal successor, or as a result of assignment or contract transfer, of which NTPS Plc. shall notify the Reseller electronically within a reasonable time. In such an event, the Reseller undertakes to continue to provide the services under the Cooperation Agreement without interruption to the replacement or assignee or legal successor specified in the letter from NTPS. By becoming aware of and agreeing to the GTC, the Reseller consents to the transfer of the contract to MIT or to any other legal entity.

17 Language of the GTC and the Cooperation Agreement

- 17.1 The Reseller acknowledges and agrees that the governing language of the Contract is Hungarian. Contractual relations established in any foreign language must be governed by the Hungarian contract used for translation as signed by the Parties.

18 Annexes

Annex 1:	Requirements applicable to Points of Sale
Annex 2:	Rating system applicable to resellers providing services related to the electronic toll system
Annex 3:	Settlement Notice in the electronic toll system
Annex 4:	Selection of Resellers applying to the Service Provider for the distribution of road use authorization
Annex 5:	Minutes on the reversal of toll, route ticket; toll balance top-up
Annex 6:	Repealed
Annex 7:	Formal requirements regarding the provision of the Reseller's Balance sheet and profit and loss statement
Annex 8:	Evaluation sheet for local review
Annex 9:	Basic process of the sale of route tickets
Annex 10:	Basic process of topping up the balance appertaining to the road use authorization
Annex 11:	Processing of Personal Data
Annex 12:	Contractual Clauses for Data Processors
Annex 13:	Training Records