

**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 4**

**Selection of Resellers applying to the Service Provider for the distribution of road use authorization**

**1. Request for company data and profile material**

The Service Provider shall request profile information, the review of which may include the following with respect to the Applicant:

- Conditions:
- registered company, registered individual entrepreneur or one-man business,
  - is not under bankruptcy-, liquidation- and winding-up or forced cancellation proceedings, and such proceedings have not been filed against it,
  - is not registered in the combined blacklist (online database based on authentic public records) (www.feketelista.hu),
  - has an active e-mail address, (primary communication channel),
  - undertakes to pay the amount of payment guarantee,
  - has adequate references,
  - proves at least two years of profitable operations,
  - has a business plan, is properly licensed for the endpoints, (operating licenses, lease agreements or title deeds, registered business location, etc.).
  - provides a certified specimen signature or specimen signature drawn up by an attorney.
  - it provides all the data according to Annex 7 of the GTC regarding the closed business year preceding the year of establishing the contractual legal relationship.

Applicant shall make available the Service Provider the documents and statements proving the fact that the conditions are met in a form of simple copy. In justified cases, Service Provider may request the presentation of the original copies of the documents and statements.

Exclusively when selling Services related to the electronic toll system, in the case of undertaking the development of a virtual environment, the Applicant must undertake to:

- issue a Confidentiality Declaration,
- install and have access to a leased line of at least 64 Kbit/s, and bear operating costs
- comply with the requirements for access
- ensure that its virtual interface complies with quality standards.

The Service Provider shall be entitled to reject any Reseller whose end-point fails to meet the above requirements or those set out for points of sale in Annex 1 to the GTC.

The Service Provider may also decline a contract if any of the following applies:

- the Applicant is not engaged in any other services and its operations are based exclusively on the provision of certain services related to the road use authorization,
- the area specified by the Applicant is covered and the Service Provider considers that the provision of certain services related to the road use authorization is properly ensured,
- reasons of efficiency and profitability are justified to reduce operating costs,
- the Applicant or any of its affiliates (shareholder, subsidiaries, group) has previously been the Service Provider's contracted partner or a contractor to such partner, and its agreement was terminated for default.

**2. Due diligence**

Four weeks, depending on the data received.

**3. Obtaining the licence of the contracting authority (HTA)**

(lead time: at least three weeks)

Pursuant to applicable legislation, the Service Provider operates on behalf of the Transport Development Coordination Centre. It is required to obtain a license from the client, which ordered the activity, for the conclusion of the Reseller's Cooperation Agreement.

**4. Execution of a Confidentiality Declaration to protect the data communication channel**

This is done as part of obtaining license from the supervisory body in cases where the Applicant implements a system which it has developed.

**5. Supply of NTPS's technical specifications**

This requires a signed Confidentiality Declaration and a license from the supervisory body in cases where the Applicant develops its own system.

**6. Submission of the Draft Agreement and the GTC, execution of the Agreement**

In each case, the Agreement is first executed by the Service Provider and is then sent to the Reseller.

**7. Payment guarantee provided (based on Section 10.4 of GTC)**

A prerequisite for the commencement of distribution. In the event of a Reseller classified under Section 10.4.1.3 of GTC, the amount due upon establishing a new contractual relationship is calculated by the Service Provider with a minimum of HUF 10 million payment guarantee per point of sale.

**8. Test period**

Based on a separate test protocol, in cases where the Applicant develops its own system.

**9. Error-free pilot operations**

Where the Applicant develops its own system with electronic data reconciliation on a daily basis (at least 1 month).

**10. Live distribution**