

**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 Plc.”) performs toll collection, toll enforcement supporting and bound toll service provider’s tasks within the distance-based electronic toll collection system based on the Government Decree 209/2013 (VI. 18.) on the execution of Act LXVII of 2013 on the traveled distance based toll payable for the use of motorways, carriageways 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, the NTPS Plc. concludes contract with resellers and these GTC set out the terms and conditions of such contract 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 either become part of the GTC and the individual contract.

The senior executive officer of NTPS Plc. shall, to the extent possible in law, including the 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 Plc. to third parties, for which NTPS Plc. shall have exclusive liability.

The Reseller acknowledges that should the primary officer of NTPS Plc. 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 Plc. shall exclusively be liable. The limitation of the liability outlined in this section of the primary officer of NTPS Plc. 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 Plc. and the Reseller, or outside of any such contract. The primary officer of NTPS Plc. shall be entitled to make a direct reference to the limitation of liability outlined in this section.

The Reseller waives its right of enforcing any claim for the ascertainment or confirmation of liability of the primary officer of NTPS Plc.

The primary officer of NTPS Plc. shall be entitled to make a direct reference to the limitation of liability outlined in this section. The provisions of this point shall be applicable to the primary officer and the head of NTPS Plc.

The liability of the primary officer of NTPS Plc. is entirely excluded in cases of breach of contract on the part of NTPS Plc.

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

- (a) ensure that it uses 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 Hungarian Transport Administration (hereinafter: HTA) 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 immediate effect on the day of the expiry.

## **1 Definitions**

|                          |  |
|--------------------------|--|
| Subcontractor:           | shall mean any natural or legal person or other organization that, with the approval of NTPS Plc., 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 the 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 bound toll service provider to toll declaration operators and resellers. |
| Toll Roads Regulation:   | shall mean the Decree 37/2007. (III. 26.) GKM of the Ministry of Economy and Transport on tolled motorways, carriageways, and main roads.  |
| Tool Regulation:         | shall mean the Decree No. 36/2007 (III.26.) GKM on the tolls for motorways, expressways and main roads.  |
| 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:           | shall mean a device which is suitable to support electronic toll collection, comprised of hardware and software components which are suitable for the collection, storage, 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 collectively.  |
| HD system:              | shall mean the e-vignette sale scheme entitling for time-proportionate road use.   |
| Kiosk:                  | shall mean a route planning tool supporting the use of electronic toll system, this in particular the DRS 22 touch screen terminal.  |
| Contract:               | shall mean these GTC and the Cooperation Agreement collectively.   |
| Service:                | shall mean the sale of route tickets, as well as the sale activities related to on-board units and toll balance top-up service as set out in the Contract.                                     |
| Service Provider:       | NTPS Plc., for the purposes of these GTC, or NTPS Plc or Service Provider  |
| 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.             |
| “UD system”:            | the electronic toll collection system that enables to make toll declarations, impose toll, collect toll to support the enforcement of toll payment and the lawful use of unit tolled sections; |
| Toll:                   | shall mean the charge, including also value-added tax, which is levied by the toll charger for the use of a unit tolled section in proportion to distance-based road use.                      |
| Unit tolled section:    | shall mean a section of the tolled public road network delimited by two kilometer markers for the purpose of toll setting;   |
| Road Toll Act:          | shall mean the Act LXVII of 2013 on the travelled distance based toll payable for the use of motorways, carriageways and highways.   |
| End User:               | shall mean a private individual, legal entity, which is obliged to pay the toll, or not obliged to pay the toll, but agreed to pay toll instead of the obliged one 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 be in particular war, civil uprising, strike, natural disaster, state of emergency or other similar unavoidable situation.  |
| Reseller:      | shall mean a contracted assistant made involved by the bound toll service provider with uniform conditions 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:  | shall mean a prepaid road use authorization for the use of at least one predetermined unit tolled section of the toll road network with 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 offices:           | 1134 Budapest, Váci út 45. Building "B"                          |
| Name of registry:             | Budapest Metropolitan Court as Court of Registration             |
| Registration number:          | 01-10-043108   |
| Tax number:                   | 12147715-2-44  |

### Contact details of the central customer service of the Service Provider

**E-mail:** [ugyfel@nemzetiutdij.hu](mailto:ugyfel@nemzetiutdij.hu)

**Telephone:** +36-36-587-500

Internet homepages:

[www.toll-charge.hu](http://www.toll-charge.hu)

[www.toll-charge.hu](http://www.toll-charge.hu)

[www.maut-tarife.hu](http://www.maut-tarife.hu)

[www.hu-go.hu](http://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 the same may be requested through the above telephone number and e-mail address.

### **3 Purpose of the GTC, personal scope, term and subject scope, 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 relations 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**

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.

#### **3.5 Rules governing Parties' legal relations:**

- (i) In accordance with Annex 1 of the GTC the Reseller shall display in each Point of Sale at a well 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 mustn't undertake any obligation on behalf of the Service Provider, mustn't initiate or pursue any action on behalf of the Service Provider and mustn't initiate or conduct the settlement of any dispute and mustn't establish a right of lien at the Service Provider's expenses.
- (iii) Without the prior written approval of the Service Provider the Reseller mustn't have any of its rights arising from the legal relation with the Service Provider pledged, or mustn't transfer or assign any of its rights arising therefrom.
- (iv) Should there be any discrepancy between the provisions of the GTC (and its appendices) and of the Cooperation Agreement, the content elements individually negotiated and agreed between NTPS Plc. and the Reseller shall become part of the Cooperation Agreement.

### **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 defined and adopted jointly by the Parties.

- 4.2 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 case 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 shall undertake to ensure that any agreement with the Subcontractor guarantees the Service Provider's rights and obligations concerning the Reseller. 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 claim towards the Service Provider that it has employed a Subcontractor. Within 5 working day 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 the End Users to pay by bankcard or by the fuel card of any fuel card issuer provided by the Service Provider, except, if the Reseller, itself, is a fuel card issuer, because then it shall not be obliged to accept the fuel cards of other fuel card issuers. In the event the Reseller enables payment by fuel card of a fuel card issuer being a contractual partner of the Service Provider, and the Reseller does not conclude a contract for the acceptance of the fuel card directly with such fuel card issuer (hereinafter: the "fuel card issuer provided by the NTPS Plc."), then 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 issuer provided by the NTPS Plc. Should the Reseller comply with its obligation of acceptance of fuel cards by way of not only the fuel card issuer provided by the NTPS Plc., but by the acceptance of other fuel cards, the preliminary approval of the Service Provider shall be necessary for the use of the fuel card for the payment of the toll.

## **5 Rights and obligations of the Parties**

- 5.1 Within the scope of providing the Services, the reseller shall carry out in particular the following activities:
- (i) sale of prepaid road toll service through the topping up of the toll balance to End Users that have a contract in place with the Service Provider;
  - (ii) sale of route tickets;
  - (iii) make available to the End User or the End User's representative the on-board unit approved by the bound toll service provider.



- 5.2 The Reseller shall carry out its activities related to the provision of Services in its own name, and shall issue to the End User an accounting document on the sold services. In the event that the Reseller ensures at the Point of Sale payment through the use of fuel card issuer provided by the NTPS Plc., the Reseller shall not issue an accounting document to the End User, the fuel card issuer shall be entitled and obliged to issue the same. In this case the Reseller shall hand over 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 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 the 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 Service Provider or its representative shall be entitled to check the Reseller's Points of Sale in order to establish whether or not the Service provided by the Reseller complies with the requirements set out in the Cooperation Agreement or in the relevant legal rules.
- 5.5 At the end of the Service provision transaction the Reseller shall make available the End User the transaction data on a printed receipt having the content specified in the relevant legal rules. Furthermore, 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 – in the case of toll balance top-up – following the top-up, and deliver it to the Service Provider on request (for complaint enquiries, settlement disputes or in connection with litigations).
- 5.6 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 the Reseller all validations made via the Validation Interface as valid sales, even if those result from the fault of the Reseller or through the activity of unauthorized parties.
- 5.7 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.
- 5.8 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](mailto:servicedesk@nemzetiutdij.hu).
- 5.9 The Service Provider undertakes to commence the troubleshooting of reported errors affecting the Service Provider's system in the case of critical errors within 1 (one) hour from reporting, in the case of medium errors within 4 (four) hours, while in the case 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 rout planning, route ticket selling or balance topping-up functionality; Errors with medium priority: Although the error affects the

route ticket rout planning, route ticket selling or balance topping-up functionalities, the proper use and appropriate operation thereof, but 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 to the functionalities and to the proper use and appropriate operation.

- 5.10 The Reseller shall provide the Services with utmost care and thoughtfulness in accordance with the quality requirements specified by the Service Provider.
- 5.11 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 the development thereof.
- 5.12 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 expenses 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.
- 5.13 The Reseller shall make available the Service Provider all information requested by the Service Provider and those that powerfully help the Service Provider's management of business. Having special regard to the opening hours of the Points of Sale and in the case of changes to the possibilities of route planning, toll purchase, toll balance topping-up and toll payment. Furthermore, the Reseller shall be obliged to inform the Service Provider of any changes to the bank card and fuel card acceptance and the card type within 2 working days. Failing to inform the Service Provider in connection with such information shall be considered as a material breach of contract.
- 5.14 The Reseller shall inform the Service Provider continuously of any issues and disputes with the condition that in the case of any dispute between the Service Provider and/or the Reseller and the End User the Reseller mustn't initiate any proceeding with regard to the dispute, conclude a settlement and in particular mustn't cancel any obligation without the Service Provider's prior approval.
- 5.15 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 are not supplied directly by the Service Provider.
- 5.16 The Reseller shall always fully indemnify the Service Provider for any loss, damage of 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.
- 5.17 The Parties agree that the risk of damage with respect to the tools and devices supplied by the Service Provider shall be on the Reseller.
- 5.18 The Reseller shall be obliged to display the effective general terms and conditions for End Users at each Point of Sale well visibly and in a manner accepted by the Service Provider. The Service Provider undertakes to make the Reseller available the currently effective version of the general terms and conditions applicable to the End Users.
- 5.19 The Reseller, upon toll sale to End Users, shall be entitled to charge the any other costs and fees (such as the convenience fee) related to the road use authorization

charged during sale by the Reseller with the preliminary written approval of the Service Provider.

- 5.20 If the Reseller ensures payment by the fuel card of the fuel card issuer provided by the NTPS Plc., the Reseller shall be responsible to check and adhere 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 the improper fulfillment thereof shall be borne by the Reseller as set out in Section 5.16 of the GTC.
- 5.21 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 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 qualification.

## **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) in the case of route tickets the Service Provider's reseller sales system confirmed the purchase of the route ticket as a successful purchase;
  - (ii) In the case of making the Service Provider's on-board unit available, the End User of the electronic toll system or the End User's representative confirms the acceptance of the on-board unit by his/her signature and the Reseller entered this sale of the on-board unit in the Service Provider's reseller sales system and the system successfully confirmed such entry;
  - (iii) in the case of topping up End User's balance the Service Provider's reseller sales system confirmed 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 receipts of the reversed route tickets and toll balance topping-ups for 2 years from the date of reversal, the existence of which may be checked by the Service Provider upon personal, on-site checks of the points of sale. Missing receipts shall be considered as material breach of the contract, based on which the Service Provider shall impose a penalty for improper performance in the amount of HUF 6,350 per items (that is for each missing receipt) and issues an invoice of 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 due to 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 by using the minutes template included in Annex 5, which must be sent electronically to the regionaliskepviselok@nemzetiutdij.hu e-mail address within 2 working days from the sale, and the original declaration must be retained at the point of sale for 2 years from the date of sale. A separate declaration must be made for each missing receipt, i.e. one declaration may include only the lack of a single receipt. The existence of such declarations may be checked by the Service Provider upon personal, on-site checks of the points of sale. Missing declarations or failing to send such declarations to the Service Provider within 2 working days shall be considered as material breach of the contract, based on which the Service Provider imposes a penalty for improper performance in the amount of HUF 6,350 per items (that is for each missing declaration) and issues an invoice of the penalty, which must be settled by the Reseller by the due date specified on the invoice. If more than five declarations, receipts 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 number of defects only during the two-year term of retaining obligation, i.e. the lack of any receipt whose retaining obligation has expired shall not be considered as the basis of penalty for faulty performance.
- (iii) Reseller shall have full responsibility for any losses arising from the reversal and from carrying out the same not in conformity with the contract, thus 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 rule. 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 Parties agree that exclusively the Reseller or its Subcontractor may issue an invoice to the End User of the toll or the related devices and services sold by the Reseller, excluding the payment by the use of fuel card issuer provided by NTPS Plc., 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 applicable legal rules.

- 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 purchase. The Flat-rate reimbursement shall be accounted for in accordance with the provisions of Section 7. The Flat-rate reimbursement shall be paid based on the invoice issued thereof. The Reseller shall attach to the invoice the financial performance certificate issued regarding the Flat-rate reimbursement.
- 6.7 If the Reseller meets its obligation set out in Section 4.4 herein by using a fuel card issuer provided by the NTPS Plc., 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 Parties shall determine settlement periods as follows:
- 7.2.1 The Parties shall specify the used 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 22th day to the 28th day of the month concerned
  - e.) from the 29th 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 biweekly basis.
- a.) from the 1st day to the 14th day of the month concerned,
  - b.) from the 15th day to the 28th day of the month concerned
  - c.) from the 29th day to the last day of the month concerned.

Biweekly 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 by the 4th 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.

Furthermore 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 the Reseller an invoice of the sales revenue related to the Service – excluding the revenue from sales through the fuel card issuer provided by the NTPS Plc. – at the latest on the 4th calendar day following the settlement period. The Reseller shall be required to pay the invoice by the due date specified therein. The Reseller providing Payment Guarantee specified in Section 10.4.1.3 (B) (b) (iii) and selling with a settlement period shorter than two weeks, and in the case of invoices issued with extraordinary settlement period, respectively, as well as upon the indication of the Service Provider also in the case of other invoices, the Reseller shall be required to send the bank's confirmation of the transfer to the [elszamolas@nemzetiutdij.hu](mailto: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 falls on a holiday, 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 a 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 the fuel card issuer provided by the NTPS Plc.
- 7.5 Following the settlement period, the Reseller shall issue an invoice to the Service Provider in accordance with Section 6.6, on the basis of the invoice and payment certificate issued by the Service Provider as specified in Section 7.6, for the Flat-rate reimbursement relating to the settlement 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 address (Finance 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 the receipt. Subject to the rules set out in its written notice, the Service Provider shall be entitled to reject any invoice which is submitted by way of derogation from the provisions of Sections 6 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 case of submitting an invoice which contains an error as well as in the case 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 deviate 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) 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 biweekly settlement as set out in Section 7.2.3, and Resellers previously subject to biweekly 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 to a more frequent settlement specified by the Service Provider.

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 90% (ninety) of the amount of the Payment Guarantee provided by the Reseller to the Service Provider, the Service Provider shall be 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 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.

- 7.11 The Parties agree that 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. The provisions included in this section do not apply to corrections and subsequent settlements relevant for the previous target year and generated in connection with the sales errors and customer complaints included in Annex 2 of the GTC.
- 7.12 Unless otherwise provided for herein, each Party shall bear any costs (e.g. banking costs, etc.) and expenses which it incurs in connection with the performance of the Service, excluding the expenses related to the payment through the use of the fuel card issuer provided by the NTPS Plc.

## **8 Customer Service**

- 8.1 The Reseller shall be required to inform the Service Provider immediately about any complaint that is solely attributable to the 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 of 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 from 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 continuously draw the attention of End Users to the opportunity to use the Service.



- 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 Cooperation Agreement.
- 9.3 The Reseller shall be required to display in any advertisement of the Service and in any information materials published in relation to it clearly and legibly the toll(s) applicable to the Service as stipulated in the relevant legal rules.
- 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 a material breach of contract.

## **10 Other provisions**

### **10.1 Data Protection**

The Parties agree that in the course of performing the Contract, the Reseller shall take utmost care when handling the End Users' personal data and shall act in conformity with the relevant legal rules (including in particular the Act CXII of 2011 on Informational Self-Determination and Freedom of Information - "**Information Act**") and with the requirements specified by the competent authorities based on legal rules. The Service Provider shall not be liable in cases where the Reseller fails to meet the requirements stipulated in the relevant privacy rules and other privacy requirements. The Reseller declares and warrants that it shall use the personal data of third parties in full compliance with the provisions of the Information Act and only for purposes related to the performance of the contract.

The Reseller shall immediately meet the necessary information, record keeping, inspection, rectification, erasure, blocking and disclosure obligations as required by the relevant legal rules and according to the Service Provider's request. The Reseller undertakes also to conclude a written agreement with the Service Provider – with the content required by the competent authority – ensuring the lawful handling and processing (as the case may be) of personal data by the Reseller. In addition, the Reseller shall take all reasonable measures (such as obtaining the consent of the persons concerned, proceeding with the persons concerned and the authorities related to the data manager's obligations specified in the Information Act) that will ensure the lawfulness of the data management and data processing (as the case may be) arising in the course of performing the contract.

The Reseller shall hold the Service Provider and its contractual partners employed in connection with the performance of the Contract harmless in respect of any data

protection claims, losses, damages or liabilities arisen in connection with the performance of the Contract (or in respect of any proceedings initiated by any third party) due to the Reseller's breach of its contractual obligations related to personal data. The Reseller shall be obliged to fully cooperate with the Service Provider during the proceedings, it shall for example ensure access to the personal data concerned and to participate in certain procedural actions as requested by the Service Provider. The Reseller shall be obliged to refund all damage and costs incurred by the Service Provider in relation to the proceeding launched or claim arisen in connection with the above.

## **10.2 Cooperation obligation of the Parties**

The Parties agree that they will cooperate in good faith and will make every reasonable effort in the interest of contractual performance. The Parties shall be obliged – to the extent it is within their competence – to do and execute and to ensure that they do and execute all measures or sign all documents necessary for fully complying with and fulfilling all the provisions of the Contract. Within the scope of the cooperation obligation 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 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 invoice 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 law shall be liable for any damages arising from the failure to make notices required under the Contract or by legal rules.

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 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 this 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 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 own right

In case all the below conditions 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 relation, 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 been 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 has entered into effect without problems, then – upon consideration data of the annual reports, as well as other public data from the court of register 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 “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 such priority category, and the revenue from e-vignettes or Service sold by the Reseller in the previous full business year exceeds 5% 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 the 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 consolidated amounts (balance sheet total, net revenue from sales) shall be adjusted for the transactions between the affiliates in order to eliminate duplications.

#### 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 guarantee shall be determined according to the following:

- (A) In the case of Resellers *not concluding a contract* with the Service Provider for the sale of e-vignettes, the extent of Payment Guarantee shall be calculated by the Service Provider by taking for basis minimum HUF 10,000,000 that is ten million Forint Performance Guarantee per Point of Sale owned by the Reseller.
- (B) In the case of 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 GTC the Service Provider shall accept the Reseller's Payment Guarantee related to the e-vignette sale 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 first day after the GTC 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 GTC has entered into effect. 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 such payment guarantee:
    - (i) in the case of monthly settlement 49 times the Reseller's average daily turnover generated from the provision of its Service;
    - (ii) in the case of biweekly settlement 34 times the Reseller's average daily turnover generated from the provision of its Service;
    - (iii) in the case of weekly settlement 26 times the Reseller's average daily turnover generated from the provision of its Service;
    - (iv) in the case of daily settlement 20 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 bank guarantee 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), then 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 Bank Guarantee

If a Reseller wishes to provide the Payment Guarantee in the form of a bank guarantee, only bank guarantees provided by credit institutions registered by the Hungarian National Bank 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 shall provide the bank guarantee and ensure continuous contractual relationship with special attention to the monitoring of the expiration of the bank guarantee.

Additional criteria for bank guarantees:

- (i) must be drafted in Hungarian;
- (ii) beneficiary must be the National Toll Payment Services Plc.;
- (iii) may be cancelled only with the consent of the Service Provider;
- (iv) must grant the Service Provider unconditional drawing rights not subject to the examination of the underlying legal relationship.
- (v) the right of draw-down of the bank guarantee is transferable and assignable.

In case of Resellers abroad, such bank guarantees issued abroad may also be accepted that were 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, or written in a language other than Hungarian, bank guarantee 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 in case the Cooperation Agreement is terminated for any reason whatsoever or the Reseller has any debt to the Service Provider and fail 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 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 case 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) interests,
- (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 following 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, in order to ensure that the amount of guarantee corresponds to that specified in Sections 7.2.4 of the GTC. The Reseller acknowledges that in such a case 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 With regard to the fact that Reseller in accordance with Decree 29/2013 (VI.12.) of the Ministry of National Development on the calculation and sum of the flat-rate reimbursement to be paid by the toll collectors to toll service providers and by the bound toll service provider to toll declaration operators and resellers, the Reseller shall not bind the service to the provision of a guarantee.

#### **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 border crossing.

#### **10.6 Effect, termination, breach of contract**

10.6.1 The Cooperation Agreement shall become effective on the date of its execution 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 rules 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 highlighted significance from the aspect of the national economy, which has to perform its activities in compliance with applicable legal provisions and the contracts regulating the financing of its activities from the central budget and is obliged to 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 Plc., therefore any breach thereof may cause significant damage to NTPS Plc., that may potentially impact the amount designated in the prevailing act on the budget with respect to the activities of NTPS Plc., or to third parties, including the Hungarian State.

10.6.1.2 If the Cooperation Agreement (hereinafter: “Financing Contract”) between NTPS Plc. and Hungarian Transport Administration, related to the financing of the obligations to be complied with by NTPS Plc. based on these GTC

(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 owing to 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 owing 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 of the given subject already concluded between the Reseller and NTPS Plc., without disclosing respective reasons, with a notice period of 30 (thirty) days via mailing 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 the NTPS Plc. Even in such case the Reseller shall be entitled to receive the contractual value of the services performed and attested by NTPS Plc up until receiving the notification of NTPS Plc. on cessation/termination.

10.6.1.3 The Reseller causes damage to NTPS Plc., if, owing to reasons attributable to the Reseller, HTA deducts any fees, 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 HTA owing to services that are in breach of the contract due to reasons attributable to the Reseller, and any sums are accordingly deducted by HTA from NTPS Plc., NTPS Plc. shall recharge such sum to the Reseller (under the legal title of penalty).

10.6.1.4 The Reseller shall pay the damages caused to NTPS Plc. resulting from the breach of contract. Within the scope of the liability for breach of

contract, the Reseller shall be obligated to pay the full amount of the damages caused for 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 for the evaluation of whether the individual circumstances are outside the Reseller's scope of authority the provisions of the Civil Code shall prevail.

- 10.6.2 The Cooperation Agreement may be terminated without reasoning (ordinary termination) by either Party, on 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. Parties may agree upon shorter periods of notice in the Individual Agreement, if Reseller provides the Service not as its core activity.

The Service Provider shall be entitled to withdraw, without explanation, its approval related to the Point of sale within 30 days after a preliminary notification. 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 shall be terminated within 30 days after the preliminary written notification.

- 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)7.49, 13 of the 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 checking specified in Annex 2 of the GTC;
- (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;
  - (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 case 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 proceeding 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 Agreement, 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 case of terminating the Cooperation Agreement due to 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 the Service Provider all of its assets;
- (iii) shall be required, upon the Service Provider's request, to return the Service Provider all advertising materials, specifications and other documents containing information related to the Service.

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

## **11 Reseller's right of termination in the event of the Service Provider's unilateral amendments to the Agreement, notification of the Reseller**

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 fulfill 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/or displayed on the Service Provider's website ([www.toll-charge.hu](http://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 any 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 where 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 clause 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 if any of the Parties is not able to perform its obligations set out in this agreement for any reason beyond the control of and insurmountable to 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 Agreement 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 on the occurrence of a force majeure event immediately if possible and to inform it on the expected duration thereof and on its effects on the fulfilment of its obligations under this Agreement.
- 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 or this GTC 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 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 Agreement becomes ineffective or null and void, it shall not render the other provisions of the agreement or the whole agreement ineffective or null and void. In such cases the Parties shall, upon becoming aware of the reason for nullity or invalidity, immediately start negotiations on the amendment of the Agreement, 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 be applicable.

## **16 Replacement, transferring of the contract**

- 16.1 Pursuant to the contract of NTPS Plc. and to legal provisions, NTPS Plc. may be replaced in these GTC and the Cooperation Agreement by HTA or any other legal entity that may likewise enter this contract in lieu of NTPS Plc., as a legal successor, or as a result of assignment or contract transfer, of which fact NTPS Plc. shall notify the Reseller electronically within reasonable time. In such case the Reseller undertakes to continue to provide the services under the Cooperation Agreement without interruptions to the replacement or assignee or legal successor specified in the letter of NTPS Plc. Having become aware of and having acknowledged the GTC, the contracting party consents to the transferring of the contract to HTA or other legal entity.

## **17 Language of the GTC and the Cooperation Agreement**

- 17.1 The Reseller acknowledges and agrees that the governing language of these GTC and any Cooperation Agreement is Hungarian. Contractual relations established in any foreign language shall be governed by the Hungarian agreement 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:  | Confidentiality Declaration   |
| 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                        |