

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 requests credentials, which should include the following information concerning the applicant:

Conditions:

- registered company, registered individual entrepreneur or one-man business,
- -s 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,
- has been profitably operating for two years or more,
- has a business plan,
- possesses adequate licenses for the Points of Sale (business license, lease contract or title deed, registered business site, etc.).
- submission of a notarized signature specimen or a signature specimen drawn up by an attorney;
- provision of the data for the business year closed prior to establishing a legal relationship in accordance with Annex 7 of the GTC.

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
- adequacy of the quality of the virtual platform operated.

The Service Provider may reject the application of Resellers whose Point of Sale fails to meet the conditions applicable to Points of Sale as set out above or in Annex 1 to the GTC.

The Service Provider may also refuse to enter into a contractual relationship on the basis of the following criteria:

- the applicant provides no other services, intending to limit its business activities to 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,
- due to reasons of efficiency and economy, in order to reduce operating expenses,
- where the applicant or its related undertakings (owner, companies or corporate group) used to be contract partners or subcontractors to a contract partner and the contract was terminated due to unsatisfactory performance.

2. Due diligence

Four weeks, depending on the data received.

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

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

4. Delivery of technical specifications by NTPS

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

5. Submission of the Draft Agreement and the GTC, execution of the Agreement

The Agreement shall by all means be first signed by the Service Provider, who shall then forward it to the Reseller.

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

A prerequisite for the commencement of distribution. If a new contract is entered into with a Reseller classified in accordance with Section 10.4.1.3 of the GTC, the amount shall be calculated by the Service Provider; the minimum amount of the performance security shall be HUF 10 million per Point of Sale.

7. Test period

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

8. Error-free pilot operations

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

9. Live distribution