

GENERAL TERMS AND CONDITIONS
for the individual service contract
between the toll payer and the toll declaration operator
effective as of 15 July 2016

Company name: Beta Blue Korlátolt Felelősségű
Társaság

Seat: 2132 Göd, Árpád utca 11/2

Registration no.: 13-09-137287

1. Preliminaries

Act LXVII of 2013 on distance-based tolls for using motorways, highways and main roads (Toll Act) has introduced a distance-based electronic toll system for commercial vehicles with a permissible Gross Vehicle Weight of more than 3.5 tonnes on designated parts of the Hungarian road network.

The Customer shall be a business association or private entrepreneur that operates vehicles liable to pay the toll, and which shall pay tolls in accordance with the legislation.

To use a toll road or to report the toll, the road user – who is liable to pay the toll - shall equip its vehicle that is subject to the toll with an on-board unit (OBU) suitable for electronic toll transactions (if it has not yet been equipped with such a device) or a GPS tracking device suitable for the same purpose (on-board device), and shall employ a service provider (data reporting contributor) to collect, store, process and forward the data necessary for electronic toll transactions.

The Service Provider shall meet all requirements that allow it to guarantee the use of the electronic toll system by the Customer by means of an on-board unit or device.

The Parties agree that in accordance with the law on electronic toll system, National Toll Payment Services Plc. (NTPS) will perform general toll service provision duties partly on the basis of contracts signed with the Customer as the Client, and partly with the Service Provider as the Data Reporting Contributor.

The purpose of this GTC is to regulate the conditions of the legal relationship established between the Customer and the Service Provider in order to allow the use of the electronic toll system, and to regulate the rights and obligations of the parties.

2. Specification of the service and contracting

Based on a purchase order electronically placed by the Customer, the Service Provider shall perform the Customer's data supply obligation necessary for the toll reporting towards NTPS on behalf of and as a performance assistant of the Customer. Within this obligation, the Service Provider shall keep NTPS informed – via an interface provided by NTPS – of the Customer's desire to use a section of toll road for a vehicle specified by the on-board unit.

NTPS shall collect the toll directly from the Customer on the basis of data supply by the Service Provider.

The Service Contract covered by this GTC between the Customer and the Service Provider shall come into effect when the Customer places an order for the service with the Service Provider by way of registering in the Webcontrol system operated by the Service Provider. Registration will be successful if, during registration, the Customer categorically accepts the contents of this GTC and agrees with their provisions and categorically accepts them as binding.

3. The Service Provider's rights and obligations

To avoid fines impossible on the Customer, the Service Provider operates an efficient system enabling it to notify the Customer of any incorrect or insufficient data supply that prevents the Service Provider from meeting its data supply obligation, leading to the Customer having to make a declaration of – and to pay – tolls in another way.

The Service Provider is obliged to send a report of the missed road sections to the National Toll Payment Services if there are one or several toll road sections between the last and the. In this case the Service Provider shall inform the Customer of having reported missed road sections within five (5) minutes of the confirmation by the National Toll Payment Services, in accordance with the relevant rules. No notification has to be sent to the Customer if the “average speed as the crow flies” derived as the ratio of the distance measured as the crow flies and the time between the dates of the last two data exceeds 110 km/hour.

If the Service Provider detects that no or insufficient data has been supplied due to a failure of the on-board unit provided by it, it is obliged to notify the Customer of the date and nature of the failure and the registration number of the vehicle in question via e-mail, SMS and telephone within 10 minutes. The Customer is obliged to buy a route ticket after being notified or when it detects the failure itself. The Customer can request in writing that neither telephone nor SMS be used by the Service Provider in order to notify him of the failure of the on-board unit. The Customer acknowledges that all liability for damages, costs and fines deriving from his renouncement of these ways of notification shall be born by him, and the Service Provider shall not be held liable for them.

If the Service Provider detects that a great deal of data is not received due to the failure of the processing system, but that the failure can probably be restored without losing any data, it shall notify the Customer – between the 19th and 23rd hours after the failure occurred – of the time and type of the failure, the registration numbers of the vehicles in question, and of the exact time as of which the Customer must buy a route ticket for the relevant vehicles (citing registration numbers) for after the 24th hour. This notification will be made via e-mail, SMS and telephone. If the Customer fails to buy the route ticket, it will be liable to pay fines. The Service Provider is obliged to notify the Customer in the same way of the successful troubleshooting. When such failure occurs, apart from the above notification, the Service Provider is also obliged to notify the Customer of the fact that, as a consequence of the failure, the Service Provider shall be responsible for topping up and controlling the balance. Such notification shall include the date and short description of the failure and the registration number of the vehicle(s) in question. The Customer acknowledges that the failure provides no exemption from any fine imposed for a balance of 0 HUF.

In the event of a severe failure (when a great deal of data is not received and when the subsequent restoration of the data is not possible) NTPS shall give a temporary exemption from the toll payment obligation for five hours, based on the Service Provider’s notification. In this case, the Service Provider shall notify the Customer within four hours of the date and type of the failure, the registration numbers of the vehicles in question and about the exact date as of which and the vehicles for which the Customer must buy a route ticket after the five-hour exemption period expires. This notification shall be made via

e-mail, SMS and telephone.

If the Customer fails to buy the route ticket, it will be liable to pay fines. The Service Provider shall notify the Customer that – based on the legislation and the contract signed with NTPS – in this case it must bear the loss of profit resulting from the non-payment of the toll to NTPS for this period. In such cases and in view of the principles of the prohibition of profiting from damages and the obligation of mitigation of damages, the Parties agree that the Customer will pay the amount not paid during the period of exemption from the toll that would otherwise be payable.

If the Service Provider terminates the service contract or suspends the service, it shall notify the Customer of this, citing a cause and a timeframe, as well as the time as of which the Customer must buy route tickets for the relevant vehicles (citing registration numbers). It will make this notification at least 3 days in advance via e-mail, SMS and telephone. The notification shall warn the Customer that if it fails to buy a route ticket it will be liable to pay fines.

If the service contract is terminated by the Customer or the legal relationship between the Service Provider and NTPS is terminated, the Service Provider shall notify the Customer of the termination of the contract and its cause as well as the time as of which the Customer must buy route tickets for the relevant vehicles (citing registration numbers). It will make this notification at least 3 working days in advance via e-mail, SMS and telephone. The notification shall warn the Customer that if it fails to buy a route ticket it will be liable to pay fines.

If the contract is terminated, the Service Provider shall be entitled to terminate the Service after the expiry of the above periods.

If the Service Provider intends to restart the service for any reason whatsoever, it shall notify the Customer of the restart and when this will take effect as well as the registration numbers of the vehicles affected at least five hours before restarting. The Service Provider shall simultaneously notify NTPS by supplying the relevant data. The Service Provider shall start the data supply at the time of restarting given in the notifications.

If the National Toll Payment Services suspend the data supply activity of the Service Provider, the Service Provider is obliged to notify the Customer thereof at least two working days before the suspension takes effect so that the Customer can choose a different way to acknowledge the toll, for example, but not exclusively by buying a route ticket.

If the Service Provider, based on the decision of the National Toll Payment Services, restarts the data reception suspended earlier than the suspension date laid down by the contract, indicating the date of its coming into force, the Service Provider is obliged to notify the Customer at least one day before the restart so that an eventual mistaken multiple toll payment can be avoided. The customers always have to be informed via e-mail, SMS and telephone. The Service Provider is obliged to restart the data supply from the date of entering into force.

The Service Provider shall be entitled to terminate their individual contract with the Customer by ordinary termination with a notice term of 15 days unilaterally, without giving reasons.

The Service Provider shall be entitled to extraordinary termination if the Customer uses the on-board unit provided by the Service Provider improperly, not for its intended purpose.

The on-board unit shall be deemed to be used improperly particularly if

- a) the Customer does not arrange for and carry out the maintenance tasks specified by the Service

Provider and, as a result, the Service Provider is unable to guarantee the proper functioning of the device;

- b) the Customer disturbs the functioning of the on-board unit in a manner which causes the same to be temporarily or permanently unsuitable for supplying proper road usage data in accordance with the actual road usage;
- c) the Customer wilfully vandalises the on-board unit regardless of whether or not such vandalism has an impact on the parameters necessary for ensuring proper reporting of actual road usage;
- d) the Customer breaches its obligation imposed on it by the Service Provider pursuant to Point 4 of this GTC

The Service Provider is entitled to terminate the Data Supply regarding a specific on-board unit with a notice upon prior notification of the Customer and the National Toll Payment Services of the starting date of the termination 15 days before the date of termination. The notification must include the Vehicle's registration number, the OBUID, the starting date of and the reason for termination, as well as the fact that from the date of termination the Customer must make an alternative plan to acquire Road Usage Entitlement.

In the event of ordinary termination, the Service Provider is obliged to provide data on road usage before the date of termination, independently of the termination. The data reporting obligation shall remain with respect to all road usage before the termination of the legal relationship.

The Service Provider is entitled to extraordinarily terminate the Data Supply regarding a specific on-board Unit with a notice upon prior notification of the Customer and the National Toll Payment Services of the starting date of the termination 1 hour before the date of termination. The notification must include the Vehicle's registration number, the OBUID, the starting date of and the reason for termination, as well as the fact that from the date of termination the Customer must make an alternative plan to acquire Road Usage Entitlement.

In the event of extraordinary termination, the Service Provider is obliged to provide data on road usage before the date of extraordinary termination, independently of the extraordinary termination. The data reporting obligation shall remain with respect to all road usage before the termination of the legal relationship.

The Service Provider shall record calls received from the phone numbers it has published and store the records for a period specified by the law after notifying the initiator of the call. If the initiator of the call does not give his or her consent to this then the Service Provider is not obliged to give help on the phone, and the Customer may proceed only personally or in writing.

The Service Provider shall be entitled to require the technical inspection of the on-board units for the Customer for a period not shorter than one year, and if an inspection is initiated the Customer shall appear with the vehicles in question at the site indicated by the Service Provider. If the Customer does not meet this obligation then any penalty imposed due to an unauthorised road use as a result of the malfunction of the on-board unit shall be fulfilled by the Customer.

If the on-board unit is not used regularly by the Customer and the Service Provider does not register toll road usage in any period of at least three months, the Service Provider is entitled to deactivate the SIM card of the unit in the equipment, and suspend or terminate the contract regarding the unit in question, upon prior notification to the Customer. If the Customer wishes to use the equipment, it can activate it on the premises of the Service Provider upon payment of HUF 3,000 plus VAT. The activation includes

putting an active SIM card in the equipment and updating the software of the equipment.

Complaint management rules:

- a) If the Customer makes a complaint to the Service Provider regarding its reporting contributor's duties (especially the acquisition of road usage authorisation and the operation of the related on-board unit) and the examination on the merit of the complaint requires the cooperation of the National Toll Payment Services, the Service Provider is obliged to forward the complaint to the National Toll Payment Services to the following e-mail address: bkcc@nemzetiutdij.hu. The National Toll Payment Services shall communicate in writing the result of their examination to the Service Provider within five working days of the receipt of the complaint. Based on the examination carried out by the National Toll Payment Services, the Service Provider shall notify the Customer in its own name, directly and in writing of the result of the examination on the merit of the complaint and concurrently also send it in writing to the National Toll Payment Services.
- b) If the Customer makes a complaint to the Service Provider regarding its reporting contributor's duties (especially the acquisition of road usage authorisation and the operation of the related on-board unit) and the examination on the merit of the complaint does not require the cooperation of the National Toll Payment Services, the Service Provider is obliged to give an answer in writing, within five working days of the date of the complaint at the most, independently of whether the Customer made its complaint in words or in writing.
- c) If the Customer makes a complaint to the National Toll Payment Services, and the National Toll Payment Services consider that the cooperation of the Service Provider is necessary for the examination on the merit of the complaint, the National Toll Payment Services shall forward the complaint to the Service Provider. The Service Provider is obliged to notify in writing the National Toll Payment Services of the result of its examination within five working days of the receipt of the complaint, and the National Toll Payment Services shall notify the Customer directly, in its own name, of the result of the examination and concurrently also send it to the Service Provider.
- d) In the course of the procedures according to points a) to c) above, the Service Provider is obliged to record the received complaints and keep continuous record of the most relevant data of the complaints (especially their status and whether, when and how they were responded).
- e) It should be stressed that the Customer shall file a complaint about extra supplies of data due to the error of the on-board unit (see below) directly to the National Toll Payment Services.

If data excluding those on route setting due to missed road sections are supplied by the Service Provider to the National Toll Payment Services, or the Service Provider sends the same report on missed road sections more than once (i.e. the same report sent as part of position data on a number of occasions), the National Toll Payment Services shall, subsequent to coming to know thereof, credit the toll covering the road sections unaffected by actual road use to the Customer's balance (hereinafter: erroneous extra supply of data). Only the Service Provider may file the report within 45 days of the ITS date of the data supply. The Service Provider shall file the report in the format and manner prescribed by the National Toll Payment Services, providing appropriate reasons. The National Toll Payment Services shall exercise sole discretion in deliberating about the reports filed and make decisions accordingly.

If, owing to the Service Provider's notification given of the breakdown of an on-board unit, the Customer buys a route ticket and the Service Provider supplies data for the National Toll Payment Services on the tolled section(s) affected by an identical section on the basis of the data gained from the on-board unit

(hereinafter: extra supply of data due to the error of the on-board unit) later, the National Toll Payment Services shall, at the Customer's request, credit the toll paid for such an identical section on the basis of the data supplied. An identical route shall be a route comprising of road sections on which data are provided if – within the validity period of a route ticket purchased – on the basis of data on at least 75% of all tolled road sections affected by the route ticket and all the data or all the reports received on missed road sections, it cannot be established whether the vehicle in question used the road section affected by the route ticket on more than one occasion. In such a case, the Customer may request the National Toll Payment Services to refund the toll within 45 days of the validity period of the route ticket by providing the data of the vehicle and the route ticket number. The flat-rate cost of refunding which the National Toll Payment Services is entitled to is 20% of the refunded balance, or at least HUF 3,000, paid by the Customer.

4. The Customer's rights and obligations

The Parties agree that the Customer is not obliged to pay a fee to the Service Provider for the data supply made under this contract considering that a part of the tolls paid by the Customer and specified in the law are due to the Service Provider as a reporting contributor. This provision shall not affect the Customer's payment obligation towards the Service Provider in relation to other services.

The Customer is obliged to guarantee that its vehicles use an on-board unit in working order on both toll and non-toll road sections.

The Customer acknowledges that if it culpably does not provide for the working order of the on-board unit or intentionally ruins it depriving it of its functionality and continues to use the vehicle, on the one hand, the Service Provider may send a report of missed road sections to the UD system if its conditions apply, or, on the other hand, it may become difficult or impossible to prove that the vehicle was used on non-toll road sections.

The Customer accepts that under certain circumstances the ETC system will establish road usage on a presumed road section using Skipping Session Matching and under certain circumstances it does not perform Skipping Session Matching and, accordingly, it does not generate a toll report nor does it establish presumed road usage. In case of presumed road usage, the general rules applicable to data reporting shall continue to apply, e.g. the establishment of presumed road usage does not create road usage authorisation for those who are not entitled to subsequent payment i.e. presumed road usage does not automatically create road usage authorisation.

If the motor vehicle follows a route other than the presumed route established by Skipping Session Matching, or no presumed route is established on the basis of Skipping Session Matching then an Administrative Penalty shall be imposed.

During the performance of the contract, the Customer shall cooperate with the Service Provider to the maximum extent, and for that purpose it shall establish and operate a system allowing it to take the necessary steps and measures – in the shortest reasonable time – to avoid damages on the basis of information given by the Service Provider. The Customer shall keep and confidentially handle the six-digit PIN provided during the registration referred to in Section 2 and belonging to the user name. The Service Provider shall not be liable for damages resulting from disclosure of the Customer's PIN to a third party.

The Customer acknowledges that it must sign and maintain a special contract with NTPS to be allowed to use the electronic toll system. The Customer shall be liable for the maintenance and observance of the contract signed with NTPS, in particular, but not limited to, a proper account balance, and it shall not be entitled to transfer damages resulting from failure to do so to the Service Provider.

The Customer also undertakes to activate the penalty alarm function when registering all of its bank accounts on the website www.hu-go.hu in relation to its individual contracts made with the NTPS, and to turn on the low limit function in accordance with its current balance refilling practice and the amount of usage of the tolled road network and the number of Tolled Motor Vehicles. (In case of payment with a bank card, it is the amount of toll for at least one working day projected for all Tolled Motor Vehicles). The Customer shall not assert any claim against the Service Provider on account of any damage arisen due to failure to meet this obligation.

The Customer is aware that, effective as of 1 July 2016, the GTC made by and between the National Toll Payment Services and the Service Provider contains materially important provisions on the toll system familiarity with which is indispensable for the Customer. Thus the Customer, in order to ensure its successful participation in the toll system, undertakes to study the contents of the GTAC between the National Toll Payment Services and the Service Provider on the website www.hu-go.hu, to consider their provisions binding and to fulfil all the provisions that are also relevant to the Customer.

5. Liability of the Service Provider and the Customer

The Service Provider shall be liable to damages against the Customer in relation to the proper operability of the on-board unit provided by it, as well as in relation to the data supply on the basis of the Toll Act and this contract in the case of immutability. In light of this, the Service Provider shall pay damages resulting from incorrect or insufficient data supply, and related to fines and extra tolls paid by the Customer.

The Service Provider shall notify the Customer that it has taken out an insurance policy as a security for its liability for damages in accordance with the legislation and the requirements of NTPS. This policy offers coverage for any damages claimed by the Customer.

In terms of this contract, no damages will occur and none will be payable due to any disadvantages suffered by the Customer as a result of the following:

- The Service Provider cannot meet its data supply obligation for reasons beyond its control (for example, but not limited to, lack of GSM coverage, power outages or force majeure).
- Despite being notified by the Service Provider of a system error or the suspension or termination of the data supply for any reason, the Customer fails to acknowledge and pay the toll by other means (such as a route ticket).
- The Customer does not observe the Instructions for Use or uses the on-board unit improperly.
- the Customer fails to make sure that the on-board unit does not send data or any signal to the Service Provider while the motor vehicle in question is being towed or transported.

The Service Provider equips the on-board unit with an electronic device that indicates – by way of continuous light signals – its suitability for supplying the necessary data and acknowledging the toll and also notifies the driver of each ticket tear-off with acoustic and light signals on the relevant toll road sections, and the Customer (or the driver, as the Customer's agent) does not acknowledge and pay the toll by other means (such as a route ticket) despite the device showing error signals and continuously indicating the non-operational status of the on-board unit, or in the event of the acoustic or light signal not indicating the ticket tear-off, then the Customer shall pay the resulting fines and damages. The feedback device continuously sends data to the system about the changes in the status of the device, any change of the number of axles, or initiated change of the number of axles. Using this, the system operator

can check through Webcontrol whether the driver acted in accordance with the operating instructions.

The Customer acknowledges and agrees that if it fails to comply with its toll payment obligation or acts in breach of the contract in respect of either the National Toll Payment Services or the Service Provider, the Service Provider may – as per the rules set out in Point 3 – suspend or terminate services by observing the deadlines specified therein.

6. Expiry or termination of the Contract

Any of the parties shall be entitled to terminate the contract with a unilateral declaration addressed to the other party and sent in an e-mail or a postal consignment against an acknowledgement of receipt with a 15 day notice period.

The Service Provider shall be entitled to terminate the services for the units specified in the service contract separately, on the terms given in this contract, provided that it is reasonable.

The Service Provider shall be entitled to terminate the contract – by e-mail – with immediate effect if the contract it signed with NTPS has been terminated for any reason whatsoever, or if NTPS refuses or suspends the receipt of data supplied by the Service Provider for any reason whatsoever. In this latter case, the Service Provider may decide not to terminate the contract but to suspend the service during the suspension made by NTPS after properly notifying the Customer.

The Customer may cancel the service contract without giving reasons by sending an e-mail to the Service Provider within eight days of the registration referred to in Section 2 above.

The Parties agree that the termination of this contract does not affect the validity of contracts signed on GPS-based tracking, fuel control or other services or of contracts that have been signed by the Customer on the purchase of the on-board unit or device or of other services to be offered through it. In view of the above, the Customer shall not be entitled to claim damages or the repayment of the purchase price of the on-board device if the service contract is terminated.

7. Modification of the Contract

The Parties agree that the Service Provider shall perform the data reporting contributor's duties on the basis of the relevant laws and the contract signed with NTPS. The Service Provider notifies the Customer that NTPS has maintained its right to unilaterally modify the contract signed with the Service Provider.

In light of this, the Parties agree that the Service Provider shall be entitled to unilaterally modify the provisions of this GTC to make sure it complies with the legislation and the provisions of the contract valid between the Service Provider and NTPS.

The Service Provider shall notify the Customer of the scheduled modification at least eight days in advance. The Service Provider may unilaterally modify the contract by sending the wording of the modification to the Customer via e-mail or by publishing it on the Webcontrol webpage. If the Customer does not agree with the modifications, it is entitled to terminate the contract within eight days of the notification.

The Customer shall be entitled to transfer its rights arising from the contract to a third party only with the prior written consent of the Service Provider, and the Customer shall be liable for any damages caused by breaching this provision.

8. Scope of the Contract

The Parties shall sign the contract for an indefinite period.

The Parties agree that the Service Provider shall perform the data reporting contributor's duties on the basis of the relevant laws and the contract signed with NTPS. On the basis of the contract made between NTPS and the Service Provider, the Service Provider – as an acknowledgement contributor – shall be entitled and obliged to perform the data reporting contributor's duties in the electronic toll system after NTPS has given a connection permit to the Service Provider.

The date on which the Service Provider becomes entitled and obliged to act as a data reporting contributor shall be specified in the connection permit.

The Parties agree that on the basis of this contract the Service Provider shall guarantee data supply pursuant to this contract from the day specified in the connection permit as a starting date. The Service Provider shall preliminarily notify the Customer of the starting date.

If the starting date is later than the date on which the electronic toll system is put into operation, the Customer shall meet its toll reporting and payment obligations in ways specified in the laws. Otherwise, the Service Provider shall not be liable for any resulting damages.

9. Contacts

The Parties agree that immediate and proper contacts must be established due to the nature of the system so that the contract can be performed; namely, the Customer can use the electronic toll system without hindrance.

Therefore, when the Customer places an order for the service it shall give contact details (SMS, phone and e-mail) to the Service Provider via which any data, information, notification, warning or any other notice sent to the other party shall be considered notified immediately.

The contact details of the website operated by the Service Provider: www.utdij.info The Customer is obliged to inform the Service Provider of any changes in its data without delay, in default of which the Service Provider shall assume no liability for the damages resulting thereof, they shall be born by the Customer.

10. Data management and protection

The Service Provider shall be entitled and obliged to preserve the Customer's data forwarded from the on-board unit to the Processing System during the performance of the contract for two years from recording, and shall present said data to the Customer and NTPS on request in the event of a complaint or a toll dispute.

The Parties shall handle all business information and other data which may come to their knowledge during the performance of the contract and which are not subject to any statutory data disclosure obligation confidentially, as a business secret and take all measures reasonably expected from them to prevent unauthorised third parties from coming into the possession of such data and information.

11. Miscellaneous provisions

The Parties agree that any issue not regulated herein shall be governed by the provisions of the Civil Code, the Toll Act and the enforcement decrees thereof.

The Parties agree that they shall attempt to settle any dispute arising from this contract through negotiations. If such negotiations fail, the Parties shall submit to the exclusive jurisdiction of the Budapest Courts of District 18 and 19 or, subject to the litigated amount, to the Court of the Jurisdictions of Budapest.