

GENERAL CONTRACTING TERMS

For Toll Declaration Operator's Data Servicing and related positioning service

It becomes effective 01 March 2020

v01.

Introductory directions¹:

A/

For partners in or entering a contractual legal relationship with it – provided they have an On-Board Unit that was admitted in the servicing information technology system of E-Toll Services Hungary Kft. (such is an On-Board Unit marketed or provided by E-Toll Services Hungary Kft. or any member of WebEye Telematics Group) – **E-Toll Services Hungary Kft.** performs positioning activities on the basis of the data forwarded by the On-Board Unit installed in the motor vehicle, to the information technology system of E-Toll Services Hungary Kft.

Pursuant to the *Toll Act* and its executive orders, E-Toll Services Hungary Kft. is in contractual legal relationship with the Bound Toll Service Provider for the execution of Toll Declaration Operator's tasks.

(hereinafter: **Service Provider or Toll Declaration Operator or TDO**)

B/

By reason of its tolled motor vehicles under its ownership or operated by it, travelling on the Tolled Elementary Road Sections, the **Principal** constitutes a toll payer falling under the effect of *Act LXVII of 2013, on distance-based toll payable for the use of motorways, highways and main routes – coming into effect on 1 July 2013 – (hereinafter: Toll Act)* (hereinafter: **Toll Payer or TP**).

C/

Pursuant to the directions of the *Toll Act*:

- for the use of Tolled Elementary Road Sections by a Tolled Motor Vehicle, Road Usage Entitlement is to be acquired;
- it is primarily the operator of the motor vehicle responsible for the Tolled Motor Vehicle to have Road Usage Entitlement during public-road transport;
- road usage entitlement prevails during the effect of the contract concluded by the Toll Payer with some Toll Service Provider (also including the Bound Toll Service Provider) for the submission of the declarations pursuant to the Toll Act to the Toll Charger and the payment of the Toll, if the Road User satisfies its obligation related to the declaration, based on a legal regulation;
- the Road User may employ a Toll Declaration Operator in the interest of the satisfaction of its declaration obligation towards the Toll Service Provider by forwarding the data recorded by the *On-Board Unit* through the Toll Declaration Operator contracted with the Toll Service Provider (also including the Bound Toll Service Provider).

/Sections 3(1) and (6), 6(1)b), and 6(8) of the Toll Act/

D/

The aim of the present General Contracting Terms is to regulate the positioning tasks executed on the basis of the Toll Act, by the Service Provider, for the Principal, and, based on that, the general rules of the Data Servicing activities provided by the Service Provider, as the Toll Declaration Operator, for the Principal, as the Toll Payer.

Pre-conditions of using the services:

With respect to the tolled motor vehicles falling under the present GCT, operated by it, the Toll Payer has an On-Board Unit suitable for the support of the electronic toll activity, installed professionally and operated properly, which is suitable for the collection, storing and processing of the data necessary for the execution of the electronic toll collection operations, and their remote receipt/forwarding in the territory of Hungary (*On-Board Unit*), and which On-Board Unit

- forwards the data directly to the Processing System of the Toll Declaration Operator,
- the Toll Declaration Operator has qualified as fit for the forwarding of data necessary for the reporting activity,

and, based on the data arriving directly into the data processing system of the Toll Declaration Operator from the On-Board Unit, the Toll Declaration Operator executes the motor vehicle positioning also constituting the basis of the Data Servicing necessary for toll declaration, for the Toll Payer.

The Service Provider may define a suitability period for the On-Board Unit in question, in advance, which suitability period or system usage period can be applied exclusively with respect to the tasks in accordance with the subject of the present GCT (e.g. in the case of commercially available so-called mobile units). If the Toll Payer does not provide for the extension of the suitability period, upon the expiration of the suitability period, the Toll Declaration Operator is entitled to suspend positioning and Data Servicing based on the On-Board Unit.

If the Service Provider determined no separate suitability period for the On-Board Unit in question (e.g. units installed in the vehicles prior to the establishment of the legal relationship aimed at the service constituting the subject of the present GCT), the suitability classification of the On-Board Unit for data forwarding, necessary for the declaration activity, is also constituted by the Toll Declaration Operator issuing the individual device identification number (Device ID) what Device ID also registered in the electronic toll system for the On-Board Unit in question. The Device ID with respect to the On-Board Unit in question is issued on the basis of the legal, technical and information technology requirements guiding for the Toll Declaration Operator Data Servicing. If the requirements and system parameters guiding for the system or Data Servicing via On-Board Unit are changed after the issuance of the Device ID, with view to the changed technical circumstances, the Toll Declaration Operator may withdraw the suitability of the On-Board Unit or may tie the maintenance of the ID to the fulfilment of technical, maintenance or perhaps other obligations, conditions. The Toll Payer notices that if the maintenance and modification requested by the Reporting Agent was fulfilled on none of the affected vehicles or only on some of them for the scheduled deadline for reason that falls within the sphere of interest of the Toll Payer, the Toll Payer is obligated to assume all risks associated with the declaration of the toll-road use by a not maintained /non-modified On-Board Unit during the period between the expiration of the deadline and the fulfillment of the maintenance /modification. The Toll Declaration Operator cannot be held responsible for this.

1. THE SERVICE

With view to the Introductory provisions, E-Toll Services Hungary Kft., as the Service Provider, executes the positioning activities with respect to the motor vehicle(s) included by the Principle for the service in accordance with the subject of the present GCT; furthermore, if the Toll Payer concludes a contract with the Bound Toll Service Provider, as a Toll

¹ The concepts written in capital initials in the present contract and not defined separately in the present GCT are identical with the definitions in the Toll Act (Toll Act, Explanatory Provisions).

Declaration Operator, it executes the Data Servicing after the Toll Payer's Tolerated Motor Vehicles falling under the force of the present contract, necessary for the toll declaration, towards the Bound Toll Service Provider.

I. Positioning service

- 1.1. E-Toll Services Hungary Kft.:
 - 1.1.1. takes in the raw data forwarded by the On-Board Unit of the motor vehicle on the current position of the motor vehicle, into the information technology system of E-Toll Services Hungary Kft., for the heavy goods vehicle(s) involved;
 - 1.1.2. by transforming the raw data received, displays the prevailing last received position data of the motor vehicle for the Principal (textual display, e.g. settlement name, street, time of recording position);
 - 1.1.3. upon the Principal's request aimed at this, puts the data recorded at the Principal's disposal in a list format;
 - 1.1.4. provides a 0-24 hour Customer Service Centre, the accessibilities of which are: telephone: **+36-1-633-3535**; **+36-20-285-8202**; fax: **+36-1-633-3535**; e-mail: operator@hu.etch.eu
- 1.2. E-Toll Services Hungary Kft. records the data arriving from the On-Board Unit within the electronic toll system, in a manner suitable for road usage declaration Data Servicing, and, in the interest of Data Servicing, makes that accessible for the information technology applications serving this purpose.
- 1.3. The owner, operator or actual user of the motor vehicle is obligated to provide for the professional installation of the On-Board Unit into the vehicle. The owner or operator of the motor vehicle is obligated to use the On-Board Unit properly, protect its condition, and undertake the cost of operation of the Unit – if there are such. E-Toll Services Hungary Kft. is not liable for any error or disorder taking place in the data forwarding of the On-Board Unit that occur outside the sphere of responsibility of E-Toll Services Hungary Kft. Including – but not exclusively – the errors of the GSM, GPRS system; any kind of assembling executed by the owner/operator/user of the motor vehicle, affecting the data forwarding ability of the On-Board Unit in any manner (e.g. improper installation of antenna, screening the antenna, installation of devices into the vehicle that disturb the unit in forwarding signals, contact failure of power-supply, disassembly of On-Board Unit by the Principal).

II. Road Usage Data Servicing

2. THE PARTIES' RIGHTS AND OBLIGATIONS

2.1. TOLL DECLARATION OPERATOR

- 2.1.1. The Toll Declaration Operator executes the Data Servicing necessary for the declaration of the Toll Payer, towards the Bound Toll Service Provider. With respect to the individual vehicles, the commencement date of data servicing: the successful completion of the registration of the vehicle in question at the Bound Toll Service Provider, also confirmed by the Toll Declaration Operator.

Data Service: the data service forwarded by the Toll Declaration Operator, through the interface provided by the Bound Toll Service Provider,

- a) which data served were created by the Toll Declaration Operator from the positioning data of the Toll Payer, in the format and with the data contents required in advance by the Bound Toll Service Provider, and

- b) based on which tolled elementary road section and time data in question, by using the data provided by the Toll Payer earlier, on the tolled motor vehicle – and brought under the effect of the present contract – based on the commission received in the separate contract concluded with the Toll Payer, the Bound Toll Service Provider prepares the toll declaration of the Toll Payer.

- 2.1.2. Within the framework of Data Servicing, the Toll Declaration Operator continuously informs the Bound Toll Service Provider if, with respect to a Tolerated Elementary Road Section in question, for its tolled motor vehicle, defined by the On-Board Unit and brought under the effect of the present GCT, the Toll Payer is requesting road usage entitlement. Within the framework of this, the Toll Declaration Operator processes the data arriving from the On-Board Unit in the processing system of the Toll Declaration Operator, according to the toll payment principles defined by the Toll Service Provider, and, as the result of that, the Toll Declaration Operator establishes that the use of some Tolerated Elementary Road Section has taken place and informs the Bound Toll Service Provider thereof, in the format, with the contents and in the manner required from it.

- 2.1.2./A. According to the directions of the Bound Toll Service Provider, the Toll Declaration Operator is not allowed to send data within the framework of the data servicing, if more than 15 days (15*24 hours) have passed between the use of the toll-road section and the data servicing about the toll-road use.

If the Toll Payer has knowledge of events /circumstances which may presumably/probably make the data distribution from an On-Board Unit not possible for more than 15 days (foreign stay without roaming, service, etc.), the Toll Payer is obligated - if necessary inviting the Toll Declaration Operator to join - to check if all data on the toll-road use, required for the data servicing and stored by the On-Board Unit, were sent to the Processing System of the Toll Declaration Operator prior to the expected break. The Toll Declaration Operator cannot be held responsible for the damage suffered by the Toll Payer that originates from the violation of the Toll Payer's obligations specified above, including as well the penalty meted out, if the failure of the data transfer is not imputable to the Toll Declaration Operator.

- 2.1.2./B. One of the essential elements of the road toll that has to be paid for the use of elementary sections of toll roads is the putting of vehicles in a category of JDB classes according to the number of axles (hereinafter: JDB).

If, in accordance with Point 2.1.4./A of the present GCT, the Toll Declaration Operator undertook to report to the Bound Toll Service Provider the change of the JDB value of the affected vehicle as well, the reporting obligation of the JDB change includes in every case the notification of the Bound Toll Service Provider exclusively on the change of the JDB value and the notification of the Toll Payer (Person to be informed) related to the JDB changing. (The influential procedure is contained by Enclosure No.1)

Ensuring that the commencement and continuation of the road usage occurs at all times on the basis of the JDB value that is effective at the moment of the road usage, falls within the sphere of responsibility of the Toll Payer/ Road User (see also Enclosure No.1. of the present GCT, furthermore Enclosure No.1. of the General Terms and

Conditions of the Bound Toll Service Provider applicable to the Toll Declaration Operators).

- 2.1.3. The Toll Declaration Operator executes Data Servicing by abiding by the legal regulations and the professional and technical conditions and requirements set in the contract concluded as the Toll Declaration Operator with the Bound Toll Service Provider.

The Toll Payer notices that if the Bound Toll Service Provider expels the On-Board Unit registered by the Toll Payer from the UD system (blacklist) according to the relevant rules, the Toll Declaration Operator receives a notification of that. The Toll Declaration Operator is obligated – in accordance with the directions of the Bound Toll Service Provider - to stop the data transfer at the latest 24 hours after the UD system's refusal of the first request for purchasing section ticket if the reason for the refusal was the blacklisting of the On-Board Unit. If the interruption of the data transfer occurs for this reason, the Toll Declaration Operator is not obligated to notify the Toll Payer of that.

- 2.1.4. The Toll Declaration Operator is obligated to execute Data Servicing exclusively with respect to those tolled motor vehicle(s) brought under Data Servicing by the Toll Payer that motor vehicles the Toll Payer successfully registered at the Bound Toll Service Provider. The Toll Payer accepts that it is the condition of the successful registration of the vehicle that the Toll Declaration Operator confirms the data provided by the Toll Payer (including the vehicle registration plate number, country code and the individual identification code generated by the Toll Declaration Operator for the On-Board unit securing the positioning data [Device ID]) to the Bound Toll Service Provider. The proper provision of the registration data – also in harmony with the data recorded by the Toll Declaration Operator – is the responsibility of the Toll Payer. In the event of incorrect data recording, the Toll Declaration Operator will send an "unsuccessful" reply to the request received from the Bound Toll Service Provider.

- 2.1.4./A. The Toll Declaration Operator undertakes to report on the change of the number of axles of the vehicle (JDB setting) to the Bound Toll Service Provider only after the Toll Payer's demand for the JDB setting regarding the affected On-Board Unit has been approved by the Toll Declaration Operator. The Toll Declaration Operator accepts the demand for the JDB setting data servicing regarding exclusively the On-Board Units which in itself or by its accessories meet the requirements / directions of the document that is effective between the Toll Declaration Operator and the Bound Toll Service Provider at all times and is named „General Terms and Conditions for the data provision of Toll Declaration Operators“.

The following cases are qualified as the Toll Payer's demand for the JDB setting

- a.) In case of new vehicle's registration on the Bound Toll Service Provider's website hu-go.hu, the Toll Payer switches to the option „Through a Toll Declaration Operator“ in the JDB setting menu
- b.) In case of registered vehicles, the Toll Payer switches from the setting „Through the Hugo portal“ to the setting „Through a Toll Declaration Operator“ in the JDB setting menu of the Bound Toll Service Provider's website hu-go.hu.
- c.) The demand of the Toll Payer is accepted by the Toll Declaration Operator in case of point a.) by confirmation of the demand for registration toward the Bound Toll Service Provider, in case of point b.) by confirmation of the demand for modification of registered data toward the Bound Toll Service

Provider. In both cases, the pre-condition of the approval is that the Toll Declaration Operator gives a preliminary approval to the Toll Payer to report on the change of JDB data through TDO regarding the affected On-Board Unit.

The further relevant rules of the JDB setting are included by Enclosure No.1. of the present GCT. For the issues not regulated by the present GCT or its enclosure, the parties set the application of the General Terms and Conditions of the Bound Toll Service Provider which is applicable to the Toll Declaration Operators and effective at all times.

If the Toll Payer modifies the registration data communicated to the Bound Toll Service Provider, and the modification affects some data that are also registered with the Toll Declaration Operator, the Toll Payer is obligated to report the modification of the affected data (including especially the data of notification, registration number, place of the JDB setting: "WEB or "OBU") to the Toll Declaration Operator as well, if possible, prior to their modification at the Bound Toll Service Provider, but simultaneous with that the latest. Toll Declaration Operator is not liable for the possible damage suffered by the Toll Payer emerging from the failure of its data modification reporting obligation or its delayed performance.

- 2.1.5. The Toll Payer accepts that, with respect to its tolled motor vehicles brought under the effect of the Data Servicing activity, the Toll Declaration Operator is obligated to preserve the data recorded in the information technology system for a period of 2 years from the date of recording of the data.

If, within the period of data storage indicated as above, the Bound Toll Service Provider indicates to the Toll Declaration Operator with respect to the Toll Payer that a complaint management procedure or a legal dispute is underway, the Toll Declaration Operator is obligated to preserve the data on the affected Toll Payer until the notification on the closure of the complaint management procedure or legal dispute.

Furthermore, the Toll Payer accepts that, within the preservation period, in the cases specified by legal regulations or defined in the contract concluded with the Bound Toll Service Provider, the Toll Declaration Operator is obligated to put the data at the disposal of the Bound Toll Service Provider, in the form and with the data contents defined by it.

With respect to the data that fall under the effect of Act CXII of 2011, on Informational Self-determination and Freedom of Information, the data management and data forwarding executed during or in connection with the performance of the present contract by the Toll Declaration Operator is according to the directions of the above-mentioned legal regulation.

- 2.1.6. The Toll Declaration Operator operates a 24-hour Customer Service Centre, which Customer Service Centre, among others but not exclusively:

- provides the Toll Payer with information on issues emerging in connection with the Toll Declaration Operator's tasks;
- in connection with the Toll Declaration Operator's activity, it manages the complaints received from the Toll Payer;
- ensures that notifications are made towards the Toll Payer (e.g. On-Board Unit error, error causing Data Delay, error causing Data Loss, in the event of so called "Course Teleport

Adjustment”, making the Partner Notifications required towards the Toll Declaration Operator)

2.1.7. The Toll Declaration Operator has the following notification obligation towards the Toll Payer:

2.1.7.1. If the Toll Declaration Operator perceives the error of a particular On-Board Unit, then, within 10 minutes upon perceiving the error – in sms, e-mail or by telephone – it informs the Toll Payer. The notification contains the time the problem was perceived, the short description of the error, and the data necessary for the identification of the affected vehicle (registration plate number). The notification obligation of the Toll Declaration Operator exists only if, due to the nature of the On-Board Unit and the system, it can establish the error of the device beyond doubt or with high probability (e.g. continuous operation without ignition in the case of the On-Board Unit.) If the Toll Declaration Operator has notified the Toll Payer of the error of a particular On-Board Unit according to the above, the Toll Declaration Operator is obliged to notify the Toll Payer of the troubleshooting of the error as well, within 10 minutes upon perceiving of it via SMS text message, e-mail or by telephone. The notification contains the fact and the time of the troubleshooting, its short description and the registration number of the affected vehicle. The notification obligation of the Toll Declaration Operator is valid only if, due to the nature of the On-Board Unit and the system, the troubleshooting of error can be established beyond doubt or with high probability. (e.g. continuous operation without ignition in the case of the On-Board Unit)

In accordance with the statement issued by the Bound Toll Service Provider: in case of On-Board Units which can be operated via cigarette lighter receptacle or be put out of order by the Road User, the existence of the error can not be found without any doubt or in all probability regarding the fact that the Toll Declaration Operator is not able to find out whether the electric enclosure failed, the OBU was put out of order intentionally or it was actually broken down.

If the On-Board Unit gets disconnected from the mobile network, and with respect to the characteristic of the system and /or the GSM /GPRS coverage data published by the mobile services and all circumstances of the case, it is expected that the On-Board Unit starts to communicate to the Toll Declaration Operator’s system soon, it is not qualified as error until the restoring of the communication can be presumed.

2.1.7.2. In the event of a full-circle error of the processing system of the Toll Declaration Operator or an error affecting several road users – that is, not an individual On-Board Unit error described under Point 2.1.7.1 – due to which masses of Data Servicing cannot get to the Bound Toll Service Provider but the error is expected to be re-established after its perception without data loss (*Data Delay*), the Toll Declaration Operator notifies the Toll Payer – by sms, e-mail and telephone call – about the fact of the error ca using Data Delay, the time of perception, and the registration plate numbers of the vehicles affected by the error. In the event of a Data Delay error described under the

present paragraph, the Toll Declaration Operator has 24 hours to repair the error. The Toll Declaration Operator informs the Toll Payer about the elimination of the error without delay. If the Toll Declaration Operator has been unable to eliminate the error upon 18 hours from its perception, between the 19th hour of the error and the beginning of the 23rd hour, it informs the Toll Payer that, with respect to its motor vehicles affected by the error, it will be obligated to buy a relational ticket from the 24th hour of the error. Furthermore, the Toll Payer accepts that, after the Data Delay error has been re-established, the data received with delay are submitted to the Bound Toll Service Provider, thus the Toll Payer is obligated to secure the topping up of its balance managed at the Bound Toll Service Provider even during the course of the error.

2.1.7.3. In the event of a full-circle error of the processing system of the Toll Declaration Operator or an error affecting several road users – that is, not an individual On-Board Unit error described under Point 2.1.7.1 – of which the Toll Declaration Operator knows that, even in the event of reestablishment, it will not be able to send Data Servicing subsequently, following the commencement time of the error, the Toll Declaration Operator – by means of sms, e-mail or a telephone call – informs the Toll Payer about the error and the registration plate numbers of the motor vehicles affected by the error, within 4 hours. The notification has to contain the time from which the Toll Payer is obligated to purchase a relational ticket for the motor vehicles affected by the error.

2.1.7.4. If, in the case of the existence of conditions set by the Bound Toll Service Provider, the Toll Declaration Operator has to execute a so-called „report of Teleport” toward the Bound Toll Service Provider. The Bound Toll Service Provider examines the „Report of Teleport” and sends a confirmation to the Toll Declaration Operator. The Toll Declaration Operator is obligated to notify the Toll Payer within 5 minutes after the feedback via SMS text messages or e-mail, reporting the following data:

a.) If, according to the confirmation of the Report of Teleport, the Bound Toll Service Provider initiate toll declaration, the Toll Declaration Operator notifies the Toll Payer about of the execution of a Course Teleport with ostensible Road Usage, indicating the affected vehicle (plate number), the two dates and GPS coordinates between them the positioning data are missing;

b.) If, according to the confirmation of the Report of Teleport, the Bound Toll Service Provider did not initiated any toll declaration, the Toll Declaration Operator notifies the Toll Payer of the execution of a Report of Teleport indicating the affected vehicle (registration number), the two dates and GPS coordinates between them the positioning data are missing, but no declaration was initiated. The Toll Declaration Operator is exempted from the notification obligation in cases specified by the Bound Toll Service Provider.

Beyond the execution of the compulsory Report of Teleport to be performed, the task and responsibility of the Toll Declaration Operator in this area extends exclusively to the notification of the Toll Payer. The Toll Payer may file a complaint against the Course Teleport directly to the Bound Toll Service Provider. By reason of the Course Teleport, the Toll Declaration Operator does not manage complaints received from the Toll Payer.

2.1.7.5. Receiving the notifications arriving from the Toll Declaration Operator falls within the sphere of responsibility of the Toll Payer.

2.1.7.6. In case the Toll Declaration Operator undertakes to report on the JDB setting, the Toll Declaration Operator's obligation for notification / confirmation regarding the coming into force of the modified JDB value falls in accordance with the directions of Enclosure No.1. of the present GCT.

2.1.7.7. The Toll Declaration Operator has to fulfill its obligation for notification specified by the Bound Toll Service Provider toward the person (person to be informed) who is registered – concerning the affected vehicle – as „entitled for notification” in the UD System of the Bound Toll Service Provider at the time of the notification. The relevant directions of the Bound Toll Service Provider can be found in the published „General Terms and Conditions” applicable to the Toll Declaration Operators.

2.2. TOLL PAYER

2.2.1. With respect to the On-Board Unit, the Toll Payer is obligated:

- to secure that the installation of the On-Board Unit or its placement in the vehicle take place in a professional manner (the minimum requirement of professional installation is that it take place according to the installation instructions specified for the device in question by the producer, or installed by the Toll Declaration Operator ,or at the service points or by service partners in a contractual legal relationship with the Toll Declaration Operator);
- to use the On-Board Unit properly, and protect its condition;
- to secure that further device installations or fittings executed in the vehicle by third parties (e.g. electric assemblies) are carried out in such a manner that they do not influence or prevent the proper operation of the On-Board Unit;
- to ensure that the On-Board Unit is suitable for data transfer according to the requirements of the UD system at all times (included the fulfilment of the requirement of professional installation as set forth in Clause 1.3. hereabove);
- to report without delay to the Toll Declaration Operator if the On-Board Unit has suffered damage, or has been stolen from the vehicle, in case of a mobile device, if the device left the possession of the vehicle's driver for some reason (e.g. he lost it or it was stolen);
- to secure that the costs of operation necessary for the data transfer of the On-Board Unit are paid, thus the device's ability to transfer data is secured;

- to regularly maintain the On-Board Unit or have it maintained, and to secure that the periodical inspections of the On-Board Unit required by the Toll Declaration Operator are executed;
- on the occasion of every departure, prior to starting to drive the vehicle in public-road traffic is it obligated to check the operability of the On-Board Unit, as well as follow the operability of the Unit during the complete course of road usage.
- to ensure that the road usage occurs with operating On-Board Unit on the elementary sections of toll roads and non-toll roads as well,
- to regularly check the fulfillment of the Data Service – i.e. the adequacy of the so-called route section tickets – in his HU-GO account, within the scope of his compensation obligation.

If, for imputable reason, the Toll Payer /Road User does not ensure the continuous operation of the On-Board Unit, so especially blocks arbitrarily – for a shorter or longer period of time – the electronic enclosure of the On-Board Unit during the road usage, or influences the data-transfer ability of the On-Board Unit in any other way, and this may induce the execution of the so-called „Course Teleport” that may result in a declaration - based on the ostensible road usage - at the Bound Toll Service Provider. The Toll Declaration Operator cannot be held responsible either for the toll payment based on the ostensible road usage, or for the penalty meted out on the Toll Payer.

If the Toll Payer notices the error of the On-Board Unit, it is obligated to report the error to the Toll Declaration Operator without delay, and to suspend participation in traffic with the vehicle by abiding by the rules of public-road transport – without delay. If the error cannot be remedied within 5 minutes upon the Toll Declaration Operator finding out about it, the Toll Payer is obligated to continue public-road transport by purchasing a relational ticket. The Toll Declaration Operator cannot be called responsible for the damage suffered by the Toll Payer that originates from the violation of the Toll Payer's obligations specified under this paragraph (thus especially the penalty meted out to it for unauthorised road usage.)

2.2.2. If the Toll Declaration Operator has informed the Toll Payer about the error recorded under points 2.1.7.1., 2.1.7.2. and 2.1.7.3., in the interest of securing its entitlement to road usage, the Toll Payer is obligated to purchase a relational ticket depending on the error, starting from the times specified above.

If the Toll Declaration Operator performed its notification obligation in a proven manner and within the deadline set, however, in spite of this, the Toll Payer did not purchase the relational ticket, the Toll Declaration Operator is not responsible for the penalty meted out against the Toll Payer for the related unauthorised road usage.

2.2.3. If the Toll Payer's Tolerated Motor Vehicle is transported on the plateau of another Tolerated Motor Vehicle, the Toll Payer is exempted from the toll payment obligation in relation to the transported vehicle for the period of transportation only in case no data are received by the Toll Declaration Operator from the affected On-Board Unit during the course of transportation.

The Toll Payer is obligated to secure that the On-Board Unit does not transmit signals during transportation. In order to secure that the On-Board Unit of the Tolerated Motor Vehicle which is affected by the transportation does not transmit signals during the transportation, the Road User/Toll Payer

is obliged to deregister the On-Board Unit on the website HU-GO for the period of the transportation.

If the transported vehicle is equipped with an On-Board Unit which can be operated by a portable cigar-lighter, it is sufficient, if the Toll Payer/ Road User disconnects the energy supply of the On-Board Unit (the Toll Payer /Road User pulls out the On-Board Unit of the cigar-lighter.) In this only one case, if the energy supply of the mobile On-Board Unit is temporarily disconnected according to the above, it is not necessary to deregister the transported vehicle on the HU-GO website for the period of the transportation. If the Toll Payer does not arrange neither for the disconnection of the energy supply of the portable On-Board Unit according to above nor for the deregistration of the On-Board Unit on the HU-GO website during the transportation, and therefore the Toll Declaration Operator receives road usage data, the Toll Declaration Operator becomes obligated to execute Data Servicing. The Toll Declaration Operator can not be held responsible for the damage (deduction from the Road Usage Fee balance) suffered by the Toll Payer that originates from this.

If the transported vehicle re-enters the public-road transport, it falls within the sphere of responsibility of the Toll Payer to re-register (adjusting to the vehicle) the On-Board Unit on the hu-go.hu website in order to secure that the On-Board Unit sends signals to the Toll Declaration Operator again. The Toll Declaration Operator is not obligated to take responsibility for the damage originating from the failure to do so (also including the penalty meted out for unauthorised road usage by the Toll Payer).

The Toll Payer accepts that – according to the requirement set towards the Toll Declaration Operator by the Bound Toll Service Provider – if data are received from the On-Board Unit, with respect to that the Toll Declaration Operator is obligated to execute Data Servicing; the Toll Declaration Operator has no consideration sphere of authority in this area. Furthermore, the Toll Payer accepts that, if the Toll Payer does not provide for the termination of data collection by the On-Board Unit, the Toll Declaration Operator will execute Data Servicing, based on which the Bound Toll Service Provider will mete out the fee for Road Usage against the Toll Payer.

2.3. LIABILITY

- 2.3.1. If the Toll Declaration Operator services the data received by it from the On-Board Unit operating properly, to the Bound Toll Service Provider in an erroneous or incomplete manner, for some reason imputable to it, or if it violates its other obligations recorded in the present contract, towards the Toll Payer, and thus a penalty is meted out against the Toll Payer for unauthorised road usage, the Toll Declaration Operator is obligated to take responsibility for the penalty meted out against the Toll Payer for this reason.
- 2.3.2. If, for some reason imputable to the Toll Declaration Operator, Data Servicing contained fewer road usage entitlement claims than what would have been necessary according to actual road usage, and due to this, a penalty is meted out against the Toll Payer, the Toll Declaration Operator is obligated to take responsibility for the penalty meted out against the Toll Payer for this reason.
- 2.3.3. The Toll Declaration Operator informs the Toll Payer that it has liability insurance for its liability obligation included in points 2.3.1. and 2.3.2. The Toll Declaration Operator becomes exempted from the obligation to take out liability insurance exclusively in the event the conditions set by the Bound Toll Service Provider are modified.
- 2.3.4. If the Toll Payer fails to satisfy any obligation included in the present contract, outstanding towards the Toll Declaration Operator, and, as a result of this, the Toll Declaration

Operator suffers damage, the Toll Payer is obligated to reimburse the damage to the Toll Declaration Operator. Exception from this is the damage covered by the liability insurance of the Toll Declaration Operator and reimbursed by the Insurance Company.

- 2.3.5. The responsibility of the Toll Declaration Operator's leading executive, in relation to the leading executive function, is precluded (in a way made possible by the relevant rules, including the imputable behaviour of the leading executive as well) for damages caused by the Toll Declaration Operator and suffered by a third person for which only the Toll Declaration Operator is obligated to take the responsibility.

The Toll Payer notices that if the leading executive of the Toll Declaration Operator causes damage to the Toll Payer in relation to his legal relationship (including the case when the damage is the result of a breach of contract which is attributable to the imputable behaviour of the leading executive), the Toll Declaration Operator is exclusively obliged to take the responsibility for this damage. The Toll Declaration Operator's leading executive can directly refer to the limitation of responsibility specified by this paragraph.

2.4. SUSPENSION/TERMINATION OF DATA SERVICING

- 2.4.1. If, by enforcing its right secured by the individual toll payment contract concluded with the Toll Payer, the Bound Toll Service Provider suspends securing the Road Usage Entitlement based on Data Servicing towards the Toll Payer, the Toll Declaration Operator also becomes entitled to suspend performance of its Data Servicing obligation for a period of time identical with the suspension.
- 2.4.2. If, after the Commencement of the Live Run of the UD system, the live run of the UD system is interrupted, is terminated temporarily or finally, the Toll Declaration Operator is entitled to suspend its Data Servicing obligation.
- 2.4.3. If the contract between the Toll Declaration Operator and the Toll Payer is terminated – related to one or more On-Board Unit-, or the data positioning service is suspended, furthermore if the Toll Declaration Operator's legal relationship concerning the data servicing is terminated, the Toll Declaration Operator is entitled to suspend the data servicing.
- 2.4.3./A. If, by violating any of the obligations specified under paragraph 2.2.1. of the present GCT or by occurring any of the circumstances specified under paragraph 2.2.1. as well, a particular On-Board Unit becomes unsuitable for the data transfer required for the data servicing, the Toll Declaration Operator is entitled to suspend the data servicing based on the relevant On-Board Unit on its own authority.

Furthermore the Toll Declaration Operator is entitled to suspend the data servicing based on the relevant On-Board Unit for any reason which endangers, makes unviable or influences disadvantageous the fulfillment of the Toll Declaration Operator's obligations specified by the Bound Toll Service Provider.

The Toll Declaration Operator is as well entitled to suspend the data servicing in order to protect the Toll Payer from any damages.

- 2.4.3./B. In accordance with the the General Terms and Conditions applicable to the Toll Declaration Operators issued by the Bound Toll Service Provider, the Toll Declaration Operator is entitled to terminate the legal relationship with the Toll Payer regarding either the entire stock of contract of the Toll Payer or only a particular On-Board Unit as well.

2.4.3./C The Toll Declaration Operator is obligated to notify the affected Toll Payer of the termination/cancellation of the contract or of the suspension of the data servicing at least 3 working days prior to the effective date of the termination, cancellation or suspension. In the frame of the notification obligation, the Toll Declaration Operator notifies the “person to be informed” indicated by the Toll Payer on the hu-go. website via SMS text message, e-mail and telephone.

The notification includes the registration number of the vehicle affected by the suspension or the termination of the contract, the identification number of the On-Board Unit (OBU ID), the initial date of the suspension or the termination of the contract as well as a warning of the Toll Payer that the Toll Payer is obligated to purchase a Relational Ticket due to the suspension/termination of contract, furthermore on the fact that failing this obligation results in unauthorised Road Usage.

The Toll Payer accepts that if, enforcing its right to suspend the data servicing, or its right to terminate the entire/ a part of the contract included in point 2.3.4. and its subparagraphs, the Toll Declaration Operator suspends or terminates the Data Servicing, the Toll Payer becomes obligated to purchase a Relational Ticket regarding its Road Usage starting from the effective date of suspension/termination. Failing this obligation results in unauthorised Road Usage, for which a penalty can be meted out. The Toll Payer accepts that, if the Toll Declaration Operator has notified it of the suspension in accordance with the directions of the present contract, and, in spite of this, the Toll Payer failed to purchase a Relational Ticket for the Road Usage starting from the effective date of the suspension, and a penalty was meted out against it due to this, the Toll Declaration Operator can not be held responsible for the penalty meted out thus.

2.4.3./D If the legal relationship between the Toll Declaration Operator and the Bound Toll Service Provider comes to an end for any reason, at the same time of the termination of the legal relationship, the data servicing obligation of the Toll Declaration Operator stops either towards the Bound Toll Service Provider or all the Toll Payers contracted with the Toll Declaration Operator. If the case specified by this paragraph happens, the Toll Declaration Operator is obligated to notify all the contracted Toll Payers of the termination of its legal relationship with the Bound Toll Service Provider at least 3 working days prior to the effective date of the termination unless the circumstances of the termination makes this impossible. The notification happens via SMS text message, e-mail and telephone. The notification contains the reason for the termination of the data servicing obligation determined by this paragraph, the initial date of the termination from which the Toll Payer is obligated to purchase a Relational Ticket, the registration number of the affected vehicles, as well as warning of the fact that failing to purchase a Relational Ticket results in unauthorised Road Usage.

2.5. RE-ACTIVATING DATA SERVICING

If the Toll Declaration Operator re-activates Data Servicing suspended according to Point 2.4. –including cases specified under subparagraphs of Paragraph 2.4. – for the Toll Payer, within the framework of the re-launch or continuation of Data Servicing in the UD system, at least 5 hours prior to the re-activation – in the form of sms, e-mail and telephone call – the Toll Declaration Operator notifies the Toll Payer, indicating in the notification the time the service is re-launched, the registration plate numbers of the affected vehicle(s), and the Unit ID(s) belonging to them. Until the time of the re-activating of Data Servicing indicated in the notification, the Toll Payer is obligated to purchase a Relational Ticket for the vehicle affected. The Toll Declaration Operator is not obligated to take responsibility for the damage emerging from the

failure to purchase a Relational Ticket – also including possible penalties.

III. Common provisions

3. TERRITORIAL AND TEMPORAL SCOPE OF THE GCT

- 3.1. The scope of the positioning and Data Servicing legal relationship recorded in the present GCT extends to the positioning and Data Servicing activities related to the usage of Tolerated Elementary Road Sections, located within the state borders of Hungary.
- 3.2. The provisions included in the present GCT become obligatory to the Principal by the Principal accepting the GCT.
- 3.3. With view to the Introductory provisions, the positioning and Data Servicing legal relationship constituting the subject of the present GCT to come into effect toward the Toll Payer on the day the Individual Contract related to the present GCT is signed or, in lieu of an individual contract, upon the acceptance of the On-Board Unit into the system of the Toll Declaration Operator.
- 3.4. The positioning and Data Servicing legal relationship specified in the present GCT is established between the parties for an indefinite period of time. The positioning and Data Servicing legal relationship specified in the present GCT can be established between the parties especially but not exclusively according to the following:
 - 3.4.1. by the parties signing the Individual Contract related to the present GCT, or
 - 3.4.2. upon purchase of the On-Board Unit registered by the Toll Declaration Operator in advance, and available commercially or at the sales partners of the Toll Declaration Operator, by the Toll Payer, through the successful registration of the purchased On-Board Unit in the UD system, or
 - 3.4.3. with any other implied behaviour on the basis of which it is clearly establishable that the Toll Payer commissioned E-Toll Services Hungary Kft. to execute Data Servicing by the Toll Declaration Operator.
- 3.5. The parties are entitled to terminate the positioning and Data Servicing legal relationship defined in the GCT with common consent, at any time. Positioning and Data Servicing ceases at 24:00 on the day the contract is terminated.
- 3.6. Either party is entitled to terminate the positioning and Data Servicing legal relationship defined in the GCT with a unilateral statement sent to the other party, with a 30-day notice. The period of notice starts on the day following certified service of the notice by the other party, and expires on the 30th day following receipt. In the event of termination with regular notice, positioning and Data Servicing ceases at 24:00 on the last day of the period of notice.
- 3.7. The Toll Declaration Operator is entitled to cancel the positioning and Data Servicing legal relationship defined in the present GCT against the Toll Payer with immediate effect, in the following cases:
 - 3.7.1. if the Toll Payer violates its obligations included in the present GCT, and does not terminate the status in violation of the contract even in spite of the written warning of the Toll Declaration Operator;
 - 3.7.2. if the Toll Declaration Operator has cancelled its contract concluded with the Bound Toll Service Provider towards the Bound Toll Service Provider with immediate effect or, in the event of the existence of other individual conditions secured to it in the contract concluded with the Bound Toll Service Provider, with a term shorter than the regular period of notice;
 - 3.7.3. if, pursuant to the directions of legal regulations, the UD system is eliminated;
 - 3.7.4. if, for any reason, the Toll Declaration Operator r’s entitlement is withdrawn or, by virtue of a legal regulation,

it ceases to exist, or the Bound Toll Service Provider has cancelled the contract concluded with the Toll Declaration Operator;

3.7.5. if, with respect to the Toll Payer's tolled motor vehicles, brought under the effect of the present contract, the Toll Declaration Operator has terminated the positioning activity forming the basis of Data Servicing for some reason emerging within the sphere of interest of the Toll Payer, or data forwarding necessary for positioning ceased for some reason emerging within the sphere of interest of the Toll Payer.

3.8. The Toll Payer is entitled to cancel the positioning and Data Servicing legal relationship defined in the GCT with immediate effect if the Toll Declaration Operator violates its obligations recorded in the present GCT and does not terminate its conduct in violation of the contract in spite of the written warning of the Toll Payer.

3.9. If the Toll Declaration Operator cancels the present contract for any of the reasons specified under points 3.6.2., 3.6.3., 3.6.4., then, by reason of cancellation with immediate effect, it has no indemnity liability towards the Toll Payer.

4. MODIFICATION OF THE GCT

4.1. The Toll Declaration Operator upholds the right to unilaterally modify the present GCT in the following cases:

4.1.1. if the contract modification is required by provisions of legal regulations;

4.1.2. if, based on its unilateral contract modification right, the Bound Toll Service Provider modified its contract concluded with the Bound Toll Service Provider in such a manner that abiding by the modification is possible only by way of modifying the present GCT;

4.1.3. if, by reason of the provisions included in the contract to be concluded between the Toll Payer and the Bound Toll Service Provider, as well as the general contracting terms applied by the Bound Toll Service Provider towards the Toll Payer, the modification of the present contract becomes necessary;

4.1.4. if any change takes place in the toll system that makes the modification of the present GCT necessary.

4.2. The Toll Declaration Operator is obligated to publish the modified GCT on its website, furthermore to inform simultaneously the contracted Toll Payers of the modification via electronic mail. If the Toll Payer does not endeavour to accept the modification, within 5 days upon receipt of the notification on the modification, it is entitled to cancel the positioning and Data Servicing legal relationship specified in the GCT with immediate effect. If the Toll Payer does not enforce the right to cancel the contract within the deadline secured here, then this constitutes the acceptance of the modification communicated by the Toll Declaration Operator, and the modification communicated comes into force on the 6th day following receipt of the notification thereof or, if the Service Provider established a later date for coming into force, it comes into effect towards the Toll Payer on the date set.

5. CLOSING DIRECTIONS

5.1. LIAISING

5.1.1. Requesting information, reporting errors / complaints / transportation and towing:

- Telephone number: **+36-1-633-3535 / +36-20-285-8202**
- fax number: **+36-1-633-3535**
- e-mail: **operator@hu.ets-hu**

Requests and reports are always has to include the name of the Toll Payer, the registration plate of the vehicle and/or the Unit ID;

furthermore, in the event of contacting over the telephone, the individual PIN code or client password. The Toll Declaration Operator will accept exclusively the reports of the contents defined hereunder as complete.

The Toll Declaration Operator accepts the request for information, and the reporting of errors / complaints / transportation and towing as contractual exclusively if that is executed by the Toll Payer through one of the accessibilities recorded under Point 5.1.1.

5.1.2. The Toll Declaration Operator is obligated to execute the notifications required in the present GCT, to be performed via sms, e-mail and over the telephone to the accessibilities provided by the Toll Payer, related to the On-Board Unit in question.

The Toll Payer is obligated to secure that its accessibility data specified expressly for receiving notifications, with respect to the motor vehicle (Unit ID) in question, are always identical with the accessibility data specified to the Bound Toll Service Provider. If its contact/notification data registered in the electronic toll system change, it is obligated to inform the Toll Declaration Operator thereof without delay, but simultaneous with the execution of the change in the UD system the latest, in writing (e-mail, fax), which notification must contain the data affected by the change and the time of the modification of the change at the Bound Toll Service Provider. The Toll Declaration Operator is not obligated to take responsibility for the damage suffered by the Toll Payer due to the failure to satisfy the notification obligation or delayed performance.

If there are changes in any of the notification accessibilities provided by either party, the other party is notified about such change without delay. The party failing to abide by the data change reporting obligation is obligated to take responsibility for the damage caused thus to the other party, and is obligated to undertake its own damage.

5.2. OTHER PROVISIONS

5.2.1. The Parties will attempt to resolve their disputes emerging from the positioning and Data Servicing legal relationship specified in the GCT primarily in a peaceful manner. If the negotiations between the parties are without success, in the interest of the decision of the legal dispute, any party is entitled to take the case to court.

For the decision of their legal disputes, the parties accept the proceedings of the Hungarian court with jurisdiction according to the seat of the Toll Declaration Operator.

5.2.2. For issues not regulated by the present GCT, the parties set the application of Hungarian law, thus especially the Hungarian Civil Code, the Toll Act, the executive order of the Toll Act, and the directions of other Hungarian legal regulations guiding with respect to the activity of the Toll Declaration Operator undertaken in the present contract.

5.2.3. Data processing and data control

5.2.3.1. When processing the contact data provided in the Individual contract and other contact data (e.g. person to be informed) provided for the performance of the present contract, the Toll Declaration Operator, as the data processor, acts in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, the General Data Protection Regulation (hereinafter: GDPR). The legal basis of the processing by the Toll Declaration Operator of the contact data provided by the Toll Payer, based on Point f) of Subparagraph (1) of Article 6 of GDPR, is the legitimate interest of the Toll Declaration Operator vested in the establishment, maintenance and management of a business relationship, and the performance of the Toll Declaration Operator's activity in accordance with the contract, given that

the performance of each notification obligation incumbent on the Toll Declaration Operator and the realisation of the communication related thereto requires the data processing by the Toll Declaration Operator. In harmony with the foregoing, the purpose of data processing by the contact point is communication with respect to the Toll Declaration Operator's activity and the performance of the prescribed notification obligations. The Toll Declaration Operator processes the contact data provided for a period of 5 years following the termination of the Individual contract, provided that prior to the expiration of the 5-year data processing period the Toll Payer did not change the identity of the contact point as, if the identity or the data of the contact point are modified, communication is realised with the new data. In connection with the contact point data processing, the data subject is entitled to the data subject's rights secured by GDPR (right to access, right to erasure, right to object, right to rectification, right to restriction). The detailed provisions of contact point data processing can be found in the prevailing information on data processing in force, published on the webpage of the Toll Declaration Operator (<http://www.etsz.hu>).

- 5.2.3.2. In connection with rendering the service, with respect to the route data appearing in the Processing System of the Toll Declaration Operator, the Toll Declaration Operator constitutes a processor and the Toll Payer a controller, and the data processing legal relationship between the parties is regulated by Enclosure No.2 of the present General Contracting Terms.

E-Toll Services Hungary Kft.

Enclosures:

Enclosure No.1. Setting the JDB value and its coming into force through the Toll Declaration Operator.

Enclosure No.2 Data processing commission

Enclosure No. 1.

to E-Toll Services Hungary Kft's General Contracting Terms for Toll Declaration Operator's Data Servicing and related positioning service

Setting the JDB value and its coming into force through the Toll Declaration Operator

If, within the framework of the data servicing and according to the the directions of the present GCT, the Toll Declaration Operator undertook to execute data servicing for the Bound Toll Service Provider regarding the changing of the vehicle's JDB value as well, the following rules are relevant for the setting of the JDB through the Toll Declaration Operator and for its coming into force: (In accordance with the the General Terms and Conditions applicable to the Toll Declaration Operators issued by the Bound Toll Service Provider)

1. One of the essential elements of the road toll is the putting the vehicles in a category of JDB classes according to the number of axles. Regarding the declaration of Road Usage the number of axles has to be taken into consideration the following:
 - a.) All axles of the vehicle must be taken into consideration, including the (drown up) axle(s) which are not used during the transport,
 - b.) In case of having a vehicle on tow behind the vehicle, beyond the axles of the vehicle, all axles of the vehicle on tow must be taken into consideration, including the (drown up) axle(s) which are not used during the transport.

It falls within the Road User's duty and responsibility to indicate the JDB value of the vehicle in the system of the Bound Toll Service Provider. If the Processing System of the Toll Declaration Operator manages as well as the changed data on the JDB value of the given vehicle, and the Toll Declaration Operator undertook to execute data servicing on the changing as well, than the calculating of the road toll that has to be paid according to the usage of the particular elementary road section, the effected number of axles has to be taken into consideration at the time of the Road Usage.

2. **The course of the JDB Setting and the coming into force of the new (modified) JDB value in case of JDB setting through a Toll Declaration Operator (!)**

If the Toll Payer (including the driver as well) sets the JDB value, the new JDB value is valid only for the Road Usage which happens after the new JDB value becomes effective. The Toll Declaration Operator has to deliver exclusively the data of the JDB setting toward the Bound Toll Service Provider, providing the JDB value relevant at any time is not part of the data servicing obligation of the Toll Declaration Operator. It is the task of the Bound Toll Service Provider to add the JDB value which is relevant at any time to the data servicing executed by the Toll Declaration Operator.

The course of the coming into force of the new JDB value:

- a.) The Toll Payer or the Road User changes the JDB value.
- b.) The Toll Declaration Operator notify the UD system of the Bound Toll Service Provider about the fact of changing and the new JDB value via interface.
- c.) The UD system confirms to the Contact Person (the person who was presented by the Toll Payer on the hu-go.hu website and was registered there as „person to be informed“ by the time of sending the notification) of the new JDB value via e-mail. **The new JDB value becomes effective through this notification (through the sending of it) (!).**

- d.) The UD system informs as well the Toll Declaration Operator of the coming into force of the JDB value, indicating it's exact date (ITS).
 - e.) The Toll Declaration Operator is obligated to notify the contact person of the coming into force of the new JDB value without delay after noticing it, but at least within 30 seconds. /This notification coming from the Toll Declaration Operator is exclusively informative. The date on which the JDB value becomes effective is determined by the date settled under paragraph c.)/
- 2.1. The Toll Declaration Operator fulfills it's duty of notification specified under paragraph e) of point 2.1. in the following:
 - If the person who changes the actual value of the JDB (the Toll Payer/Road User) is able to be informed unambiguously of the changing in such a way that: this person is able to see or hear notification between the period of the changing's initiative and its coming into force, which means that the request for the changing was received by the system, but it has not become effective yet, furthermore after the coming into force this notification, which was seen or heard, is transformed in a way that enables this person to be informed of the coming into force of the new JDB; the Toll Declaration Operator is allowed to fulfill it's duty of notification by using devices, surfaces suitable for this feedback. /for example: via light or audio signal built in the OBU, accessories of UBU suitable for light/audio signal, by using smartphone or accessories suitable for receiving text messages (LCD, PDA, PNA, etc.)/
 - If the person who modifies the actual value of the JDB is not able to be informed via the solutions mentioned above, the Toll Declaration Operator makes the notification by sending an SMS text message to the „person to be informed“.
 3. It falls within the Toll Payer's duty and responsibility to publish real contact data suitable for receiving SMS text messages among the data of the „person to be informed“.
 4. The JDB value can be changed by the Toll Payer/Road User only while the vehicle stops running. It falls within the Toll Payer's responsibility to take the consequences – e.g. penalty - of Road Usage started prior to the coming into force of the new JDB value, so the Toll Declaration Operator can not be held responsible for the penalty meted out on the Road Usage started prior to the coming into force of the new JDB value.

E-Toll Services Hungary Kft.

Enclosure No. 2.

to E-Toll Services Kft's General Contracting Terms for Toll Declaration Operator's Data Servicing and related positioning service

Data Processing Commission For the data processing activity to be executed by the Toll Declaration Operator, namely E-Toll Services Hungary Kft., during the performance of road toll declaration under the Toll Act

The present annex regulates the data processing activity between the Toll Declaration Operator and the Toll Payer (jointly: the Parties), as specified under Regulation (EU) 2016/679 of the European Parliament and of the Council, coming into effect on 25 May 2018, the General Data Protection Regulation (hereinafter: Regulation or GDPR).

Preamble:

Based on the provisions of the Toll Act, it is the responsibility of the Toll Payer to declare the use of Hungarian unit toll sections, which road user declaration the Toll Payer may also perform by employing a Toll Declaration Operator (performance agent).

Based on the Toll Act and the operating and technological structure and features of the toll system, performance of the road user declaration through the Toll Declaration Operator is to be executed through the processing of the position data collected by the vehicle on-board unit (OBU) in the manner required by the Universal Toll Service Provider (NÚSZ Zrt.) and their submission to the HU-GO system, operated by the Universal Toll Service Provider.

Within the performance of the road toll declaration obligation the Toll Payer has under legal regulation, the Toll Declaration Operator's service offered by the Toll Declaration Operator is a service realised through using the central processing information technology system of the Toll Declaration Operator, in which the personal data (primarily the route and GPS coordinate data) processed by the Toll Payer, as the Controller, are entered or can be displayed.

Based on its commission received from the Toll Payer – within the framework of the performance of its contractual undertakings – E-Toll Services Hungary Kft. executes the processing of the Toll Payer's road user data. During the course of this activity, E-Toll Services Kft, as the Toll Declaration Operator, executes the processing of exclusively those data received from the Toll Payer for the processing of which it has received an express commission from the Toll Payer by concluding an Individual Contract between the Parties.

1. Interpretative provisions:

Personal data: means any information relating to an identified or identifiable natural person ("data subject", in the present document: the "driver"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing: means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Processor: means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, as interpreted by the present annex, the Toll Declaration Operator.

Recipient: means a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party

or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing.

Personal data breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

2. The subject of the contract, the data processing activity

2.1. Under the present data processing commission, the Toll Declaration Operator is instructed expressly but not exclusively to secure, with regard to the data received from the Toll Payer – also including the personal data coming from the Toll Payer, as Controller – the following:

- that, based on the data, the Toll Payer contracted with it can perform the declaration of road use toll required under the legal regulations, in the interest of which:
 - o the Toll Declaration Operator makes the GPS coordinate data collected by the Toll Payer's on-board unit suitable for the performance of the declaration, and executes the information technology tasks necessary therefor,
 - o it forwards the appropriate information technology vehicle data collected by the on-board unit in the format defined by the Universal Toll Service Provider, satisfying its prevailing technical and information technology system of criteria, to the UD (Toll) system operated by NÚSZ Zrt,
- the appropriate level storage of the data and their availability.

3. The principles of data processing, the parties rights and obligations in relation to the processing of data

By taking into account the provisions of the Regulation, the Toll Payer and the Toll Declaration Operator secure that the Data Subjects' right to privacy, as well as their fundamental rights and freedom are protected during data processing.

By keeping in mind the principle of data protection by design and default, the Toll Payer is obligated to secure that the processing of personal data is necessary from the the aspect of the concrete, specific data processing purposes in question and the achievement of the Toll Payer's legal obligation. This obligation extends to the quantity of personal data collected, the extent of their processing, the period of their storage and their accessibility.

The Toll Payer guarantees that the personal data handed over to the Toll Declaration Operator in the interest of the achievement of the purpose of data processing are accessible only to individuals who have specific tasks within the Toll Payer's organisation.

The Toll Declaration Operator accepts and guarantees that it will completely assure the execution of appropriate technical and organisational measures so that:

- o the systems and services used for the processing of personal data maintain their confidential nature,
- o the integrity, availability and ability of the information technology systems used to defend themselves against external impacts prevail,
- o it require confidentiality obligation both towards itself and its employees and agents, which confidentiality prevails without a deadline.

In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

The Toll Payer is obligated to inform the Toll Declaration Operator if, within the framework of the use of the service, data processing necessary for the

performance of obligations beyond those defined in the Toll Act and its executive regulations, or for the performance of some different legal obligation is realised. The legal regulation setting out the legal obligation must be precisely indicated in the notification.

The Toll Declaration Operator accepts and guarantees that it fully provide appropriate technical and organisational measures in order that:

- the systems and services used for processing personal data retain their confidential nature,
- the integrity, availability and defence mechanism against external impacts of the information technology systems used prevail, within the framework of this, the Service Provider declares that:
 - at the present state of technology, its systems are known to be protected against unauthorised access, the systems can be accessed only by authenticated users,
 - the integrated internal systems are accessible to its employees and potential contributors only with VPN access,
 - firewall protects the complete service infrastructure against intentional malicious intrusion,
 - the systems are protected against access through URL share,
 - the servers allow the systems nonstop service and operation,
 - the storing of data used for user entry is not realised in the documents,
 - the visibility of personal data is regulated, subject to entitlement,
 - the transfer of personal data or the publication of the data is not realised from the integrated systems.

In assessing the appropriate level of security, the Toll Declaration Operator shall take into account in particular the risks presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

During the processing of personal data, the Toll Declaration Operator provides the following security of processing measures:

- prevention of unlawful data entry;
- the prevention of the use of the automatic data processing sub-systems of the information technology systems applied by unauthorised individuals, with the help of data transfer devices, within which:
 - the systems of the Toll Declaration Operator form a closed structure, and access to those is either strictly regulated or external access is not even possible,
 - the controllability and establishability of which servers the personal data have been or may be transferred to by using data transfer devices;
 - the controllability and establishability of what time and by whom the personal data was entered;
 - the operations on automatic data processing systems, as well as every event taking place during the service get logged; these events can be followed and tracked down with the help of the log files,
 - the log files are archived regularly,
- access to log files is restricted, that cannot be reported, they cannot be transferred to other systems, they can be used only for technical activities.
- the restorability of the information technology system in the event of malfunctioning, within the framework of which:
 - saving is executed to every system affecting the service, there is a protocol available developed for their restoration,

- online and offline saving is executed, the traffic data are stored at file system level in the form of daily saving, mirror database is available for the relevant database,
- the devices containing the savings are stored in a closed, protected area, with regulated access.
- a report is prepared on the errors emerging during automated processing.

During the processing of personal data, the Toll Declaration Operator secures the following organisational measures:

- the application of data protection rules, the definition of processes related to data processing and the application of guarantees therein, in the interest of the regulation of the data processing operations,
- increasing data protection awareness among the employees,
- employing a data protection officer if the Regulation – with respect to processing – requires that from the Toll Declaration Operator.

Right of direction

The Toll Declaration Operator undertakes to

- process the personal data only in the name of the Toll Payer, and in harmony with its instructions under the present contractual terms and conditions; if it cannot meet these requirements for any reason whatsoever, it informs the Toll Payer thereabout without delay.

The Toll Payer accepts that the Toll Declaration Operator continuously develops its information technology processing system securing the performance of its activity so that the execution of the data servicing obligation (road user declaration) according to the technical and information technology requirements set out by Universal Toll Service Provider NÚSZ Zrt. could be realised through the use of said system at any time.

Therefore, the Toll Payer directs that in case Universal Toll Service Provider NÚSZ Zrt. modifies the technical and information technology requirements set by it, the Toll Declaration Operator is obligated to take those into account within the framework of the service, and modify its service accordingly.

The direction of the Toll Payer, as Controller, for data processing when using the Toll Declaration Operator's service is data servicing necessary for the service undertaken to be offered for the Toll Payer under the Individual Contract. With the present commission, the Controller directs the Service Provider, as the Processor, to execute all the data processing during the operation of its data processing systems securing the service and rendering the service, the execution of which is necessary for the contractual rendering of the service undertaken to be offered for the Toll Payer. Within the framework of the present contract, the Toll Payer gives the Toll Declaration Operator express instructions that, in the interest of the realisation of the purposes specified in the Preamble – that is, the Toll Payer's road user declaration – the Toll Declaration Operator is obligated to execute its data processing activity so that the prevailing technical and information technology requirements set by the Universal Toll Service Provider are satisfied thus, and the Toll Declaration Operator execute data processing always in a manner in compliance with these expectations, including the expectations set for the data safekeeping periods of time.

- The Toll Declaration Operator declares that it is not aware of legal regulations pertaining to it hindering performance of instructions received from the Toll Payer.

The Toll Declaration Operator bears responsibility for the infringements emerging from procedures diverging from the Toll Payer's instructions or lacking the Toll Payer's instructions.

By signing the present contract, the Toll Payer expressly allows that, within the framework of the technical development of the service, the Toll Declaration Operator, or some other party with copyright to the background

information technology solutions, develop the information technology systems serving the activity, and execute modifications thereto.

3.2 Employing further data processors

During the execution of its tasks undertaken, E-Toll Services Hungary Kft. employs the cooperation of WebEye Telematics Privately Limited Company (HU-2151 Fót, Akácós, East Gate Business Park 022/12 hrsz D2 ép., Cg 13-10-041856).

Given that the Toll Declaration Operator and the other data processors indicated belong to the same companies group, their activities are closely related, the WebEye Telematics Privately Limited Company executes the above tasks within the framework of data processing:

- WebEye Telematics Privately Limited Company. is the copyright holder and developer of the background information technology systems, and who secures the right of use over the intellectual property to E-Toll Services Kft, as the Toll Declaration Operator,
- WebEye Telematics Privately Limited Company, as the developer of the background information technology systems, operates the information technology solutions serving as the background to the operation of the service, software and hardware environment (e.g.: servers),
- during the provision of the service,. executes certain operator's and support tasks, within the framework of which, among others, it secures the operation of the Toll Declaration Operator's 0-24 call-centre,
- during the provision of the service, the Toll Declaration Operator also executes operator's and support tasks.

The Toll Declaration Operator informs the Toll Payer that Nemzeti Adatvédelmi és Információszabadság Hatóság (the Hungarian National Authority for Data Protection and Freedom of Information) has supervisory powers over the Toll Declaration Operator, as well as WebEye Telematics Privately Limited Company.

The Toll Declaration Operator undertakes the obligation to set out the guarantees under the present contract towards further data processors as well, and that, in the written agreement to be concluded with further data processors lawfully employed by it, it will not set out data protection obligations with regard to the further data processors that are more favourable than those specified in the present contract, also including the control powers the Controller is entitled to. Independent of setting out the data protection obligations originating from the present contract on further data processors, the Data Processor is exclusively responsible towards the Controller for the performance of the obligations undertaken.

3.3. Support of data processing operations

The Toll Declaration Operator supports the Toll Payer:

- in the execution of the impact assessment under Article 35 of GDPR, in the event the Toll Payer is preparing impact assessment also affecting data processing, the Toll Declaration Operator answers the concrete questions asked by the Toll Payer in connection with data processing within 20 days, in writing,
- in the management of personal data breaches by the following:
 - o if the Toll Declaration Operator notices personal data breach of any level, it informs the Toll Payer about such within 48 hours,
 - o if the Toll Payer communicates a personal data breach towards the Toll Declaration Operator, the Toll Declaration Operator cooperates in the investigation of the breach, within the framework of which:
 - in the event of high-level personal data breach, without delay but within 48 hours at the latest, it executes the investigations necessary for the

establishment whether the reason for the breach is in connection with the operation of the service, and informs the Toll Payer about the result of the investigation; furthermore, if the reason of the breach is in connection with the operation of the service, it cooperates in passing the measures related to the management of the breach, and takes all the steps expectable from it in the interest of the management, within the reasonably expectable deadline ;

- in the event of low-level personal data breach, in 15 working days it executes the investigations necessary for the establishment whether the reason for the breach is in connection with the operation of the service and informs the Toll Payer about the result of the investigation; furthermore, if the reason of the breach is in connection with the operation of the service, it cooperates in passing the measures related to the management of the breach, and takes all the steps expectable from it in the interest of the management, within the reasonably expectable deadline;
- o if, based on any signal received from the Toll Payer, it establishes that the reason for a personal data breach of any level is in connection with the operation of the service, it starts the correction of the service error in the event of high-level personal data breach without delay, in the event of low-level personal data breach within 15 working days, and, in the event of high-level personal data breach it finishes that at the earliest possible time, within the rationally shortest expectable deadline, in the event of low-level personal data breach, within a maximum of 60 days, and informs all the Toll Payers about the elimination of the error
- o In the information on the personal data breach, the Toll Declaration Operator indicates the following data:
 - the circle of personal data affected,
 - circle and number of those affected by the breach,
 - time of the breach,
 - circumstances of the breach,
 - impact of the breach,
 - measure taken by the Toll Declaration Operator in the interest of the removal of the breachó,
 - other data in connection with the breach.

In the event of the emergence of personal data breaches, the Parties jointly classify the personal data breach in question into different levels according to the following:

- Low-level personal data breach: the unauthorised transfer, change, publication, deliberate or unintentional erasure or destruction of an insignificant circle of personal data, or unauthorised access thereto. Such a case is especially if the data cannot be connected to a natural person.
- High-level personal data breach:
 - o the unauthorised change, transfer, publication, deliberate or unintentional erasure or destruction of a wide circle of personal data, or unauthorised access thereto,
 - o any case regardless of the circle of data when the personal data breach has a potential serious adverse effect on the data subject, or the occurrence of the adverse effect is certain.
- Toll Declaration Operator satisfies the control requests received from the Toll Payer within the framework of personal consultation, however, due to the absence of technical opportunities or copyright restrictions, the Toll Declaration Operator does not provide access to the source code of the information technology systems behind the service. The Toll Payer accepts that the Toll Declaration Operator is obligated to secure control exclusively and not more than that set out in the Regulation, that is, beyond the control of processing personal data under the Regulation, the Toll Payer cannot lay claim to the control of the service.
- The Toll Declaration Operator informs the Toll Payer without delay if any of its instructions, in the opinion of the Toll Declaration Operator, violate the prevailing data processing requirements. If the Toll Payer upholds the instruction even after the notification, the Toll Declaration Operator becomes exempt from liability related to the data processing activity in question.

the service, exception from this is the route data, the correction of which is not possible because of the technological features and the closed nature of the system.

3.5. Filing obligation

The Toll Declaration Operator keeps files on the Data Processing activity executed.

3.6. Obligation of secrecy

The Toll Declaration Operator undertakes the obligation to handle all the personal data it acquires during the execution of its data processing activities defined in the present Contract, as well as any further information that it acquires during the Toll Payer's data processing and the Toll Declaration Operator's data processing activity, in a confidential manner, and use those exclusively in the interest of the performance of the tasks defined in the present Contract.

4. Outstanding obligations following the termination of the data processing contract

The Toll Payer and the Toll Declaration Operator agree that, after data processing has been terminated, the Toll Declaration Operator and the other data processors anonymise all the data that was entered into the automatic processing system of the Toll Declaration Operator in a non-anonymised manner, and stores those in this manner for a maximum period of 5 years and subsequently erases them finally.

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3.4. Supporting the data subject in exercising his rights

Given that data servicing is based on the requirement of legal regulations and forwarding the data to NÚSZ Zrt. is obligatory on every occasion, the Toll Declaration Operator supports the data subject in exercising his rights according to the following:

- general support: the Toll Payer is entitled to turn to the Toll Declaration Operator with its request at any time if exercising some right of the data subject requires the Toll Declaration Operator's cooperation; in these cases, following negotiation with the Toll Payer, the Toll Declaration Operator executes the request within 25 days.
- supporting the right to restriction of processing: the Toll Declaration Operator is obligated to transfer the data entered into its system to NÚSZ Zrt.; if restriction is necessary, the Toll Payer may request that with regard to the forwarded data,
- supporting the right to portability: it is possible to export the data in the service, which at the same time secures the portability of the data,
- supporting the right to erasure: the Toll Declaration Operator may execute the erasure of the route data based on the Toll Payer's instruction exclusively if that is not in violation of the obligations to be performed under the Toll Act,
- supporting the right to access: given that the Subscriber can access all the recorded data through the service, it can give the data subject information with enquiry through the service, what data of his it processes in the service,
- supporting the right to rectification: the Subscriber is entitled to correct the data uploaded erroneously at any time through