

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

COSMO CONSULT Ltd. (registered office: 1118 Budapest, Rétköz utca 5.; company registration number: 01-09- 300717; tax number: 25997053-2-43) as a contractor sets out the common rules for the provision of services other than software development services to the customer in these general terms and conditions.

These general terms and conditions apply and are applicable to all individual orders for the provision of such services.

I. Definitions of terms

- a) **GTC** means these general terms and conditions.
- b) **Contractor** means Cosmo Consult Ltd., which provides the Services.
- c) **Customer** means the legal person or entity that orders the Services from the Contractor in the Individual Order.
- d) **Individual Order** means the separate document in which the Customer orders the Services from the Contractor and in which the Parties agree on the terms and conditions for the provision of the Services to the Customer under these GTC.
- e) **Service(s)** means the consultancy, training, documentation and other document preparation and, where applicable, parameterisation and Concept design services other than custom software development, provided by the Contractor to the Customer on the basis of these GTC and the Custom Order.
- f) **Parameterisation** means the setting of a software according to the Customer's needs, the setting of privileges. Parameterisation never involves software development.
- g) **Consultancy** means the consultancy services specified in a Custom Order, which may include software, hardware consultancy, systems analysis, reports, analyses, other documents and documentation.
- h) **Training** means the training provided to the Customer's personnel in relation to a Software, which may include ad hoc training, pre-launch training, testing training.
- i) **Concept Design** means the service whereby the Contractor, through oral interviews, on-site surveys and other methods, makes a preliminary assessment of the Customer's IT and business processes, functions and objectives, and records the results in a Concept Design document, which sets out the Customer's current business and IT processes, functions, the Customer's objectives in relation to these, and proposes how the Customer should map these processes, functions and objectives to a specific software. The Concept shall be approved by the Customer. If the Customer orders a Concept, the subsequent PAD, Functional Specification and Specification shall be based on this Concept.

II. Scope of these GTC, amendments

- 1. The present GTC shall apply to Individual Orders concluded on the basis of. In the event of any discrepancy between the GTC and the Single Order, the terms of the Single Order shall apply.
- 2. The termination of a Custom Order shall not affect the validity of the contract concluded under the GTC. The termination of a contract under these GTC shall terminate all Individual Orders made under these GTC, whether or not they are still in progress.
- 3. By signing the Individual Order, the Customer accepts the provisions of the GTC and acknowledges them to be binding upon him.
- 4. The Contractor is entitled to unilaterally amend these GTC at any time. The Contractor shall publish the GTC and the amended GTC on its website: <https://www.cosmoconsult.com/hu/cosmo-consult-aszf>. These GTC shall become effective upon publication on the website. The Contractor shall publish the amended GTC on its website 8 days before its entry into force and shall inform the Customer by e-mail of the fact of the change to the GTC.
- 5. If the Customer does not agree with the amendment, the Customer shall be entitled to terminate its Individual Orders and its contract with the Contractor under these GTC in writing unilaterally within this 8-day period. If the Customer does not terminate its contract and its Individual Orders within this period, it shall be deemed to have accepted the amendment.

III. Provisions applicable to the Services

- 6. In the case of Concept Design Services, the Contractor shall develop the Concept based on the needs presented by the Customer, the system presented, the documents, system descriptions, information, data, interviews with the Customer's staff, the answers to the Customer's questions provided by the Customer to the Contractor. The Contractor shall not be liable for any errors or omissions resulting from any incorrect, incomplete, inadequate, untimely, late or otherwise incorrect, untrue or inaccurate information provided by the Customer. The Contractor shall not be obliged to carry out, and shall not carry out, any special reconnaissance activities or any examination of the Customer's systems without a specific order to that effect. The Parties acknowledge and the Customer expressly accepts that, if a Concept is prepared, the PAD and the Functional Specification will be prepared on the basis of this Concept in a subsequent Project Contract.
- 7. In the case of parameterisation services, the Parties agree and the Customer expressly acknowledges that in cases where the software cannot be parameterised according to the Customer's requirements and the development of the software is necessary

for the Customer's parameterisation requirements, the Contractor shall perform these tasks within the framework of a Custom Software Development Contract, for a separate fee and on the basis of a separate agreement.

8. If the Services ordered by the Customer have to be performed by the Contractor outside working hours (working hours being the time between 9:00 and 17:00 on working days), the Contractor shall charge the surcharge for such work as set out in its current price list.
9. The parties agree that if the Customer cancels the ordered Services before the expiry of the deadline for performance, the Customer shall pay the Contractor the price for the Services performed by the Contractor between the date of the order and the date of cancellation.
10. The Parties agree that the Contractor shall not be liable for the results of the educational service. The Contractor shall be solely responsible for the delivery of the training undertaken, but not for whether the participants have properly mastered the training material. The Contractor shall provide the Client with the educational material in a non-editable PDF format.
11. If the Service to be provided by the Contractor is only defined at the level of functionalities or tasks, the specific implementation of the given service, task or functionality is at the Contractor's discretion, taking into account the current state of the art.
12. Any special performance, response time and interface functionality shall only form part of a Custom Order under these GTC if expressly ordered by the Customer or expressly agreed by the Parties.
13. It is the Customer's duty, obligation and responsibility to define as precisely as possible its requirements, needs and the Services ordered; the Customer is solely responsible for defining the Customer's objectives and the Services and for ensuring that the Services ordered are in accordance with the Customer's business processes. At the Customer's request, the Contractor may make a proposal for the Services to be ordered, but the Contractor shall not be responsible for such proposal, and the consideration, acceptance or rejection of such proposal shall be at the sole discretion of the Customer and the Customer shall bear all responsibility for its decision. The Contractor's proposal shall not form the basis for assessing the conformity or adequacy of the Contractor's performance.
14. The Customer declares and warrants that in the preparation of the Contract it has provided the Contractor with all accurate, true and adequate information necessary to enable the Contractor to perform the Services under this Contract in a clear and unambiguous manner and to determine the exact price to be charged by the Contractor for the Services to be performed.

IV. Rights and obligations of the parties

15. The Contractor shall perform the present Contract through its own employees, subcontractors and vicarious agents. The Contractor shall be free to use subcontractors and vicarious agents at any time. The Contractor shall be liable for the subcontractors and vicarious agents it uses as if it were providing the Services itself.
16. The Contractor shall have the right to decide where the Services under this Contract are to be performed, except for those Services which, by their nature, can only be performed at a specific place. Unless otherwise agreed by the Parties, the place of performance shall be the place where the Contractor is established.
17. If the Contractor's employees, subcontractors or vicarious agents perform work at the Customer's premises, the Contractor shall be entitled to direct and instruct such employees.
18. The Parties shall cooperate with each other in the establishment and performance of the Contract in accordance with the provisions of the Civil Code concerning the duty of cooperation, in compliance with the principles of fairness and good faith. Accordingly, they shall provide each other in due time and in a timely manner with the information and data necessary for the conclusion, planning and performance of the contract and shall ensure that the conditions for performance which they are further required to provide are created. They shall immediately inform each other of any relevant circumstances affecting performance.
19. The Contractor shall provide the Services in accordance with the instructions of the Customer or its authorised representative or a person appointed by the Customer. The Customer shall not give any instructions to the Contractor as to the manner in which the work is to be carried out. If the Contractor considers that an instruction is not in the interests of the Client or that the Client is giving an inappropriate or unprofessional instruction, it shall inform the Client accordingly and bring this to the Client's attention; however, if the Client maintains the instruction, the Contractor shall act in accordance with the instruction, with the Client bearing all risk of compliance with such instruction. The Contractor shall refuse to carry out the instruction if it would lead to a breach of the law or of a decision of a public authority or would endanger the person, physical safety, health or property of others.
20. The Contractor shall notify the Customer in writing if it expects to miss any deadline, including milestones, for the provision of the Services specified in the Specific Order for any reason. The Contractor shall also notify the Customer in writing if any of the Customer's instructions, requests or requirements cause the Contractor to fail to meet any deadline, including milestones, specified in the Individual Order.

21. The Contractor shall draw the Customer's attention in writing to any event, expected consequence, circumstance, fact or person on the Customer's side that may jeopardize the successful completion of the Project and/or result in the modification of deadlines, with particular regard to the professional competence of the contact persons and professional staff delegated by the Customer and their work. The Contractor shall notify the Contracting Authority in writing of any such comments and shall notify it again in writing if no changes are made. The Contractor's failure to give notice shall not result in the Contractor being liable for any failure or delay in the provision of the Services.
22. The Customer's delay shall exclude the Contractor's simultaneous delay, and in such case the legal consequences of delay shall not apply to the Contractor. The Contractor's time limit for the provision of the Services shall be automatically extended by the duration of the Customer's delay. The Customer's delay will require additional resources, work and time on the part of the Contractor, which will result in additional costs for the Contractor, such as rescheduling of designated persons, stopping and restarting work, repreparing for the next step, providing additional resources. These additional costs shall be reimbursed by the Customer to the Contractor at the rate set out in the Contractor's current price list.
23. The Contractor shall plan, organise and schedule the individual tasks of the Project that fall within its scope or concern it, taking into account the Milestones and other defined project specifics.
24. The Contractor shall coordinate the work of the persons, subcontractors and assistants acting on its behalf. The Contractor shall not be personally liable to cooperate.
25. The Contractor shall cooperate with any external suppliers.
26. The Contractor shall, in the framework of its obligation to cooperate with the Customer's other contractors, subcontractors and employees, familiarise itself with and apply the methodologies and professional procedures used or prescribed by the Customer and coordinate its activities with the Customer's project management.
27. The Contractor shall report to the Client on the performance of the Services in the frequency and manner specified in this Contract or the Specific Order as part of its obligation to cooperate. Unless otherwise provided for in the Individual Order, the Contractor shall be obliged to report on a weekly basis.
28. The Contractor shall use its own employees, computer and other equipment, office and other premises for the performance of the Contract, the availability and suitability of which the Contractor shall ensure at all times at its own expense. The Contractor shall be obliged to move to a place determined by the Client if work cannot be carried out from the Contractor's premises or from another place chosen by the Contractor for any reason whatsoever.
29. The Contractor shall ensure that the computer equipment necessary for the provision of its services is fully available to the persons employed by the Contractor and involved in the performance of the Contract on the part of the Contractor. Furthermore, the Contractor shall ensure the legality of these devices at its own expense and shall obtain the necessary licences and permits for their use at its own expense. The Customer shall not be liable for any damages or other legal consequences resulting from the illegality or lack of licence of such software or hardware.
30. In the case of certain Services, the Parties may, notwithstanding the above, individually agree that the place of performance of the Contractor shall be the Customer's premises or that the Contractor shall be entitled to use one of the Customer's infrastructures - in such case the Parties shall conclude a separate agreement on the costs of the use of such infrastructure, in the absence of such agreement, such costs shall be borne by the Customer.
31. The Contractor shall determine its own working arrangements within the time limits set out in this Contract.
32. The Contractor shall be entitled to early performance, provided that the time and place of performance shall be agreed with the Customer in advance.
33. By signing the Specific Order, the Customer declares that it will provide on its side the number of IT and project management specialists with the necessary qualifications, experience and experience for the contractual performance of the contract, with the time schedule necessary for the contractual performance, and will provide them with the time frame necessary for the project tasks in addition to their daily work.
34. The Contractor shall be entitled to suspend the performance of the Contract if the experts and key users provided by the Customer are unable to meet the deadlines set out in the Specific Order and thereby jeopardise the performance of the tasks required for the performance of the Contract.
35. The Customer shall provide the Contractor with the information available to it which is necessary for the provision of the Services and shall assist the Contractor in the manner and to the extent normally required in the circumstances to perform the Contract and to answer questions arising in connection with the subject matter of the Contract. The Contractor shall, upon receipt of the information provided by the Customer to the Contractor, verify that the information provided to the Contractor is sufficient and appropriate for the Contractor to perform the Individual Order. If the Contractor finds that the data, information

and documents provided by the Customer are inadequate or incomplete and that the Individual Order cannot be executed due to the inadequacy or incompleteness of the data and documents, the Contractor shall inform the Customer accordingly. In the event of such notification by the Contractor, the Customer shall provide the Contractor with the missing data, information and documentation specified in the Contractor's notification within a maximum period of 5 working days from the date on which the Contractor became aware of the notification. The Customer acknowledges that the Contractor shall not be obliged to commence performance of the Individual Order until the data, information and documentation specified in the Individual Order have been provided to the Contractor by the Customer in full.

36. The Customer shall ensure, at its own expense, that, in cases where this is necessary for the performance of the Service, it provides access to its own computer system and infrastructure to persons involved in the performance of the Individual Order on behalf of the Contractor and the Contractor. The Contractor and its employees involved in the performance of the Single Order shall use such access in strict confidence and only for the purpose of performing the Single Order, and shall keep the codes, passwords and other accesses to the Customer's system strictly confidential and secret and shall not disclose them to unauthorised third parties. The Contractor shall be liable for all damages and legal consequences suffered by the Customer as a result of any breach of this obligation.
37. The Customer undertakes to perform its tasks specified in the Specific Order in due time and in due manner, and to take the necessary measures and decisions on the part of the Customer in due time and in due manner.
38. If any permits or additional declarations are required for the execution of the Custom Order, the Customer shall be responsible for obtaining them at its own expense. The Customer shall also comply with all legal requirements and restrictions on the import and export of software and the relevant specifications.
39. The Customer shall promptly notify the Contractor in writing of any technical or operational changes at the Customer's premises or new acquisitions by the Customer that cause a change in the Custom Order.
40. The Client shall also be obliged to perform the following tasks, insofar as they are relevant to the task to be performed:
 - a) For the entire duration of the present contract, to provide the necessary technical, personnel and organisational conditions for the training and reception of the participants, as specified in the Specific Order. If the conditions listed and discussed herein are not fulfilled by the Customer, the additional Contractor costs resulting therefrom shall be borne by the Customer, which the Contractor shall in such case be entitled to invoice to the Customer and to suspend the tasks in the event of any impediment to their performance.
 - b) Provision of the Contractor's free use of telecommunication equipment (e-mail, network) at the Customer's premises.
 - c) Provision of computers for the Customer's own staff, as well as room and educational equipment (e.g. flipchart, projector) for training, consultations and other project tasks.
 - d) Defining and drafting its own internal rules and regulations ("IRR"), process descriptions and roles.
 - e) Preparing a transition plan.
 - f) Create an entitlement plan and set up the entitlements.
 - g) Preparation of a business continuity plan.
41. The Customer shall endeavour in good faith and to the best of its ability to facilitate the Services to be provided by the Contractor.

V. Performance of the Services, deadlines, timing

42. The deadlines, schedules, milestones for the Services and the Services to be provided in accordance with such schedules and milestones shall be set out in the Individual Order.

VI. Handover of the project

43. In the case of a Result Creation Service, the Parties shall set out the Acceptance Criteria in the Individual Order and shall apply the handover procedures set out in this Agreement, provided that the nature of the Service so permits.
44. Upon completion of the Acceptance Criteria for each Service, the Contractor shall prepare a Certificate of Completion, which shall be signed by the Customer and delivered to the Contractor. The Customer's contact person, as defined in this Contract, shall be authorised to issue and sign the Certificate of Completion.

45. Procedure for the transmission of documents

- a) The acceptance and acceptance of any documents prepared by the Contractor on the basis of a Specific Order shall be subject to the following procedure, unless a separate procedure is specified.
- b) The Contractor shall agree the latest version of the final document with the Client prior to delivery, on which the Client shall give its prior opinion.
- c) The Contractor shall provide the Client with the final version of the document to be delivered, which has already been commented on in advance.
- d) The Customer shall comment on or have commented on the delivered document within 5 (or the number of) working days after delivery, unless otherwise agreed by the Parties, and shall decide on its acceptance. In the event that the Customer does not comment within this period, the document shall be deemed to be accepted.
- e) If the Customer does not accept the delivered document, it shall be returned to the Contractor for correction. The Parties shall promptly record the agreed repair work. The record shall include all known repair requests of the Customer. The repairs shall be carried out by the Contractor within 5 working days of the date of this record or within a period of grace as mutually agreed by the Parties in the record. As soon as the Contractor has completed the corrective tasks set out in the report, the Customer shall take delivery of the corrected document and either accept it or return it to the Contractor with further comments within 5 working days for further amendment. After the first comment, the Customer may not raise any further objections to the parts not previously objected to, unless the correction also concerns the parts not objected to.
- f) In case of acceptance, the Parties shall draw up and sign an acceptance (handover) protocol after acceptance.
- g) If the Customer does not make a declaration or does not examine the documents within the time limit set out in point (d) or does not raise any objections or defects in relation to the document within this time limit, the Customer shall be deemed to have accepted the document as being in conformity with the contract.

VII. Warranty

- 46. For the Services provided by the Contractor, the Contractor undertakes the warranty of accessories pursuant to the Hungarian Civil Code (Act V of 2013 on the Civil Code - Civil **Code**), with the proviso that in the case of Services, the replacement shall be performed by the repeated performance of the Service and no right of discount or repair may be exercised. The Parties agree that the Customer shall have the right to terminate the Contract with immediate effect instead of the right of withdrawal under the warranty of convenience.
- 47. The Customer shall not have any right of withdrawal, either within or outside the scope of the warranty rights, on any legal grounds whatsoever in connection with this Contract and the right of withdrawal granted by law is expressly excluded.
- 48. The Customer shall limit its liability for any damages to a total amount of HUF 1.000.000,-.
- 49. All other claims for ancillary liability, which are not prohibited by law, are excluded.
- 50. The Customer may exercise its warranty claim within 1 year.
- 51. The Customer shall compensate the Contractor for its efforts and extra work in connection with untrue and unfounded warranty claims on the basis of the Contractor's price list in force at the time.

VIII. Financial provisions

Provisions on the Charges for the Service

- 52. The fee payable by the Customer to the Contractor for the Services (the "Fee") shall be set out in the Specific Order.
- 53. The Fee does not include:
 - a) Software Licence Fee or Subscription Fee, the Customer shall pay it separately on the basis of the Software Licence Order Forms in the amount specified therein.
 - b) the fees for support and maintenance, operation services, the Customer shall pay them separately on the basis of the support and maintenance contract in the amount specified therein.
 - c) the fee for the Hosting Service, the Customer shall pay it separately in the amount specified in the Hosting Service Agreement.
 - d) the Software Tracking Fee, the Customer shall pay it separately in the amount specified in the Order Forms.
 - e) the fees for the Works to be carried out pursuant to the Change Request, and the fees for any Works which are not covered by this Contract and which constitute a new claim by the Customer, shall be paid separately by the Customer in accordance with the rules applicable to Change Requests.
 - f) all costs and fees specified in this Contract which are not covered by the subject matter of this Contract;

- g) the fees for Additional Services ordered by the Customer, the fees for Software licences not covered by this Agreement, other than or exceeding the scope of this Agreement, which shall be paid separately by the Customer;
- h) other fees not covered by the Contract Fees specified in this Contract.

- 54. The Fee shall also include the costs incurred by the Contractor in the performance of the Custom Order.
- 55. The Contractor shall invoice the Customer separately for deliveries outside the administrative territory of Budapest on the terms and conditions set out in the Specific Agreement.
- 56. If the Parties agree on a daily rate for any of the Services, the Contractor shall apply the daily rate set out in the Individual Agreement uniformly for all Services.
- 57. The daily rate covers 8 hours of work on working days. In the case of a fractional day, the pro rata share of the daily rate applies, with the minimum chargeable unit being 1 hour.
- 58. If the Contractor carries out the work at the Customer's premises, the Contractor shall be entitled to invoice at least 4 hours of work for each working day started at the Customer's premises on a pro rata basis.
- 59. The parties agree that if the Customer orders work outside the working day or work exceeding the 8 hours per day included in the daily rate, the Customer shall pay the Contractor double the daily rate for such work. The minimum billing unit for such work shall be 4 hours and the basis for billing shall be the 4 hours commenced.
- 60. The Fee shall be paid by the Customer to the Contractor according to the schedule set out in the Specific Order.
- 61. If the Parties have not agreed on the price for a Service in the Contract or in any Specific Order, the Contractor's current price list shall apply to that Service.
- 62. Unless otherwise agreed by the Parties, the Contractor shall invoice the Customer on a monthly basis for the Services provided by the Contractor.

Provisions on invoicing and payment

- 63. The fees set out in this Contract and the Individual Order are net fees and are subject to VAT.
- 64. Billing and payment will be made in the currency specified in the Individual Agreement.
- 65. The invoices shall be issued by the Contractor in the name of the Customer.
- 66. Invoices shall be issued on the basis of a Certificate of Performance in accordance with the model set out in the Annex to this Contract, signed by the Customer and returned to the Contractor. The Certificate of Performance shall be a mandatory annex to the invoice. The Certificate of Performance shall be drawn up by the Contractor and sent to the Customer for signature. The Customer shall within 5 working days accept and sign the Certificate of Performance or reject it and return it to the Contractor unsigned. If the Customer fails to respond within this period, the Certificate of Performance shall be deemed to have been accepted and signed by the Customer and the Contractor shall be entitled to issue and send an invoice to the Customer, which invoice the Customer shall not reject or object to on the sole ground of the absence of a Certificate of Performance, and shall be obliged to accept and pay.
- 67. The Customer shall examine the invoice within 5 working days of receipt. If the invoice complies with the law and this Contract, the Customer shall pay it in full by bank transfer within 15 working days of receipt. If the invoice does not comply with the law or with this Contract and/or the Individual Order, the Customer shall return the invoice to the Contractor within the above 5 working days, without completing it and indicating the errors in the invoice. In this case, the payment period shall start from the date of receipt of the invoice by the Customer. If the Customer does not object or dispute the invoice within the above 5 working days, it shall be deemed to be accepted, not disputed and accepted by the Customer and the Customer shall be obliged to pay it.
- 68. If the Customer is in default of payment, the Customer shall pay interest on the amount in arrears in accordance with the provisions of the Civil Code on interest on arrears between business entities and shall pay to the Contractor a collection fee of 40 EURO for each delay.
- 69. If the Customer is in default of payment, whether disputed or not, for any reason, for more than 30 days, the Contractor shall be entitled to suspend the performance of the Services for the duration of the default. On the Business Day following payment of the overdue fee by the Customer, the Contractor shall restore access to the Services and resume provision of the Services. Such suspension shall not count towards the time limit for performance under this Contract and the time limit for performance shall be extended by the duration of such suspension. The Customer shall reimburse the Contractor for any additional costs incurred as a result of the suspension.
- 70. The Fee shall be deemed to have been paid by the Customer when it has been credited to the Contractor's bank account.

IX. Confidentiality

71. The Parties are bound by a duty of confidentiality with regard to all information which comes to their knowledge in connection with or in the course of the performance of the Contract, whether directly or indirectly, in whatever form. The content of the Contract is also covered by the duty of confidentiality.
72. The Parties' obligation of confidentiality shall cover Confidential Information. Confidential Information shall mean all information and trade secrets and all knowledge and results (whether written, oral, electronic or digitally recorded or communicated) communicated or made available by one Party to the other Party in connection with this Agreement or of which either Party has become aware in connection with this Agreement, including without limitation:
 - a) Business data, sales data, tender documentation, organisational information, procedures, know-how, calculation method, Business concept, Business strategy, Business model, Business plan, plan data;
 - b) software, including pre-development phase, source code, documentation, project methodology, artificial intelligence application, algorithms, information technology system information;
 - c) customer data, employee data, supplier data, other personal data;
 - d) information on intellectual property;
 - e) information on human resources management;
 - f) any information that is subject to technical or organisational confidentiality procedures and that has been designated as confidential by the Party or is required to be kept confidential by the nature of the information.
73. The Parties shall treat the Confidential Information as strictly confidential and neither Party shall disclose it to any third party, make it available to any third party, disclose it to the public or use it for any purpose not related to the Contract without the consent of the other Party. The Parties shall take appropriate measures to protect the Confidential Information against unauthorised access by third parties.
74. The Parties' obligation of confidentiality shall also apply to the preparation and publication of any lecture, paper, study, scientific work, literature, scientific or other journal article on a subject related to the Confidential Information.
75. The obligation of confidentiality shall also apply to the employees of the Parties, the subcontractors and auxiliary persons employed by the Parties for the performance of the Contract and the senior officials of the Parties.
76. The information is not confidential:
 - a) if it was already known to the public at the time it came to the knowledge of that Party or becomes public thereafter without the intervention of that Party, or
 - b) if the Party receives the information from a third party without any obligation of confidentiality,
 - c) the Party has independently acquired the information without using the other Party's Confidential Information.
77. The Party shall be released from its obligation of confidentiality if the disclosure of the Confidential Information is requested by a public authority, court or other governmental body. In this case, the Party shall promptly notify the other Party of the authority requesting disclosure and the extent of the information requested. In such a case, the Party may disclose only the minimum amount of Confidential Information to the authority.
78. The Parties shall promptly notify each other if they become aware of any unauthorized use, disclosure or dissemination of any Information or of any unauthorized disclosure of Confidential Information to any unauthorized third party. The Parties shall cooperate in all reasonable efforts to prevent any unauthorized use or disclosure.
79. The Parties shall continue to be bound by the confidentiality obligations under the Contract to the extent and for the duration of the Contract, even after the termination or expiry of the Contract. In such case, the Parties shall return to each other any documents containing Confidential Information received from each other upon written request of the other Party.

X. Data protection

80. The Parties shall comply with data protection legislation, including the GDPR, in the processing of personal data.
81. The Parties stipulate that if the Contractor processes personal data in the course of providing the Services under this Agreement on behalf of and on behalf of the Customer, it shall act as the Customer's data processor in processing the personal data. In such a case, the Parties shall enter into a data processing contract with each other.
82. The Parties further agree that they shall mutually manage, as independent data controllers, the personal data of each other's contacts and representatives in connection with this Contract and in the course of its performance. To this end, the Parties attach to this Contract their respective privacy notices on the processing of personal data of their contacts and representatives. The Parties mutually undertake to provide the other Party's privacy policy to their respective contacts and representatives and to ensure that they have access to its contents.

XI. Contacts and notifications

83. The Parties shall notify each other in writing of their notifications concerning the Contract. Delivery by hand, delivery by courier, delivery by post, and delivery by electronic mail shall be deemed to be in writing if the electronic mail is received at the electronic mail address indicated by the Parties and acknowledged by the addressee.
84. The Parties shall designate contact persons in the Individual Order. Notifications from the Parties to each other shall be addressed to these contact persons.
85. If the contact person leaves the Party, that Party shall appoint a new contact person within 10 working days and inform the other Party immediately.
86. Unless proved otherwise, the notice shall be deemed to have been served on and read by the other Party on the following dates:
- a) In the case of delivery by courier or mail courier service, at the time indicated in the courier's or service's delivery record or at the time of delivery as recorded and signed by the addressee on the copy of the letter,
 - b) In the case of notifications sent by post, on the day of receipt of the return receipt recorded on the return receipt, or, if receipt was refused or the return receipt was not sought, the addressee is unknown or the addressee has moved, on the 5th working day after posting;
 - c) In the case of letters delivered by hand, on the date indicated as the date of receipt on the deposit slip;
 - d) In the case of a faxed notification, on the date and time of successful transmission as indicated on the machine confirmation attached to the fax message,
 - e) 7 days from the date of dispatch for delivery abroad by airmail;
 - f) In the case of sending by electronic mail, by the time specified in the confirmation of electronic delivery, failing which by 24:00 on the 2nd working day following the day on which the message was sent.

XII. Scope and termination of the contract, breach of contract and consequences

87. The Individual Order shall enter into force on the date of signature by both Parties.
88. The Parties are entitled to terminate the Individual Order at any time by mutual written agreement.
89. The Parties expressly exclude any right of withdrawal from this Contract and the Individual Order, this exclusion shall also apply to any and all rights of withdrawal granted to the Parties by law.
90. The parties are entitled to terminate the Individual Order at any time by giving 15 days' written notice without giving any reason.
91. In the event of a serious breach by the other Party, either Party may terminate this Agreement and/or the Individual Order with immediate effect. For the purposes of this Agreement and the Individual Orders, a serious breach of contract shall be deemed to have occurred:

a) on the part of the Customer, in particular:

- if the Customer fails to make payment within 30 days of receipt by the Customer of the Contractor's written demand for payment;
- the final opening of bankruptcy, winding-up, liquidation or compulsory winding-up proceedings against the Customer;
- breach of confidentiality;
- breach of the duty to cooperate;
- Any delay by the Customer in performing its own tasks exceeding 30 days;
- Infringement of any licence to use;
- other breaches of the Treaty.

b) from the Contractor's side only:

- the final opening of bankruptcy, winding-up, liquidation or compulsory winding-up proceedings against the Contractor,
- breach of confidentiality,
- a delay exceeding 90 days, if the Customer, after the expiry of this period, has given the Contractor notice to perform and has granted the Contractor a further grace period of at least 30 days in writing to perform and the Contractor has also failed to comply with this grace period.

Liability limitation

92. The Contractor shall limit its liability for damages arising from breach of contract and non-contractual damages caused to the Customer under this Contract and the Specific Order to direct, consequential damages only, up to a maximum amount of HUF 1,000,000.
93. The Contractor shall not be liable for consequential and liability damages, punitive damages, consequential damages, loss of revenue, loss of profit, loss of business, loss of anticipated savings.

94. The Contractor shall only be liable for those damages for which the Customer has notified the Contractor in writing of its claim for damages within 60 (sixty) days of the occurrence of the damage or of the knowledge of the occurrence of the damage, unless the law provides for a shorter limitation period or a shorter period for asserting claims.
95. The present limitation of liability does not apply to damage caused intentionally and to damage for which the exclusion of liability is prohibited by law.
96. By signing the Single Order, the Customer expressly accepts the above limitation of liability.

XIII. Amendment of the contract

97. The Parties may amend this Agreement by mutual written agreement.

XIV. Vis major

98. The Parties agree that no default or breach of contract shall be deemed to have occurred and that no consequences of default or breach of contract shall apply if either Party is unable to perform any of its obligations under the Contract due to force majeure. In particular, the following shall be considered force majeure:
- a) any event or circumstance beyond the control of the Party or Parties over which the Party or Parties have no control, including natural disasters,
 - b) war, revolution, insurrection, sabotage, closure of a transport route, if there is no other transport route that can be used to reach the destination and the Party or Parties were not aware of the closure at the time of using the route;
 - c) import and export bans, currency restrictions, embargoes, boycotts;
 - d) a serious malfunction that occurs in either Party in a manner that is beyond the Party's control, beyond its ability to control, and unforeseeable, including downtime caused by malicious computer viruses and other malware.
99. If the force majeure situation would delay the execution of the Individual Order for more than 20 days, the Parties shall negotiate the necessary changes to the Individual Order. If these negotiations do not lead to a result within 10 days, the Single Order shall be terminated without further notice for reasons of impossibility of performance and the Parties shall be obliged to settle their accounts.
100. In the event of termination or cancellation of the Individual Order for any reason, the Parties shall settle their accounts within 30 days of termination of the Contract.

XV. Applicable law

101. The Contract shall be governed by Hungarian law, and the Hungarian courts and authorities shall have exclusive jurisdiction to settle any disputes arising therefrom, subject to the choice of law of the Parties. The Parties expressly exclude the application of the 1980 CISG (United Nations Convention on the Contracts for the International Sale of Goods).

XVI. OTHER PROVISIONS

102. If any provision of this Agreement or the Individual Order is or becomes invalid or unenforceable, such provision shall not affect the other provisions of this Agreement.
103. The Purchaser's terms and conditions of purchase, general terms and conditions of contract shall not apply to this Contract and the Individual Order.
104. The Customer shall not be entitled to assign this Contract and the Specific Order or to transfer or assign any of its obligations or rights under it without the Contractor's consent. By signing this Contract, the Customer consents to the Contractor transferring this Contract or the Individual Order to a third party or assigning its rights and obligations.
105. The sign GTC, the Specific Purchase Order and its annexes or the documents referred to therein (to the extent referred to therein) constitute the entire agreement between the Parties for the specific tasks and services, which supersedes any prior written or oral offers, letters of intent or other communications. The Annexes to the Contract and the Specific Order form an integral part of the Contract. In the event of any conflict between the Contract and its Annexes, the provisions of the Annex shall prevail.
106. This Agreement and the Individual Order shall not include any custom or practice which the Parties may have agreed to in their previous business relationship or which they may have established between themselves. The Parties further stipulate that, unless otherwise expressly provided in the Contract, the Contract and the Individual Order shall not be deemed to include any custom or practice in the relevant line of business which is widely known and regularly followed by the parties to a similar contract.