

OTP Hungaro-Projekt Financial, Technical and Business Consultants Kft.

General Terms and Conditions ("GTC")

I. General provisions

1. The current General Terms and Conditions (hereinafter referred to as "GTC") contains the general provisions of the contract concluded between the Agent and the Client, as specified below.
2. The current GTC is made available to the public and may be accessed and examined by anyone. The GTC is published on the website of the Agent that is www.otphp.hu.
3. Agent reserves the right to unilaterally amend the current GTC. In case of the amendments being unfavourable for the Client, Agent is obliged to inform Client on the amendments of the GTC at least 15 days prior to the changes becoming effective by publishing the amendments on its website.

II. Definitions

1. The definitions used in the GTC have the same meaning in the contract concluded with Client, unless otherwise stated. The definitions listed below shall have the following meaning in the GTC and the contract concluded with Client, unless otherwise stated:

Client: legal entity, unincorporated business association, other economic organization or individual making use of the services provided by Agent pursuant to the provisions of the GTC and the individual contract (hereinafter jointly referred to as "**Contract**").

Agent: *OTP Hungaro-Projekt Financial, Technical and Business Consultants Kft. (seat: 1134 Budapest, Dévai u. 26-28. 4th floor; company registration number: Cg. 01-09-708174, registered at the Budapest Court of Justice as Court of Registration)*

Party: Agent or Client

Parties: Agent and Client jointly

Services: listing and definition of tasks performed by Agent on request of Client on behalf and for the sake of Client as follows:

Grant seeking services: Surveying tender opportunities from EU and Hungarian sources available in Hungary, screening of calls for proposals with regard to the scope of activities and the location stipulated by Client, sending executive-summary on calls to Client.

Tender seeking services: Compiling public procurement opportunities published in the Public Procurement Gazette, screening with regard to the scope of activities

stipulated by Client, sending executive-summary of public procurement announcement to Client.

Drafting of project proposals: Drafting and wording of project proposals to be submitted to any authority publishing calls for proposals and submitting the application, if necessary, to the respective authority, including the drafting of application forms borne by the European Agricultural Fund for Rural Development (hereinafter referred to as "EAFRD"), administrated by the Minister of the Prime Minister's Office (hereinafter referred to as "MPMO"), announced in the respective MPMO decrees and subject to submission based on the legal framework described and included in the announcements of the Agricultural and Rural Development Agency (hereinafter referred to as "ARDA").

Drafting of studies: drafting and wording of studies in connection with or independent of the aforementioned drafting of project proposals for the purpose of substantiating a project, an investment or a development (i.e. feasibility study, business plan, credit application, cost-benefit analysis etc.)

Project management services: Professional consulting services to all recipients of subsidies granted by the award of tenders in connection with the execution of the said tenders.

Availability: being available for consultations within a specified period at the request of Client. Consultations may take place by means of telephone, e-mail, fax or with personal attendance.

Raising concepts and ideas on investments, developments and project proposals: Consulting services offered to Client on investments, developments and project proposals based on the available information for the purpose of preparing future development directions.

Public procurement consultancy: Consultancy services in connection with public procurement procedures.

Quality control: Technical and financial review and correction of project proposals, studies and project management documentation (financial and/or technical reports) drafted by Client or its assignee (excluding Agent).

Financial and business consultancy services: Preparation of funding on behalf of Client for the business operations and projects, planned transactions of Client, preparation of business plans and review of current financing structure, risk management consultancy and representing Client at financial institutions.

IMP³rove International Innovation Management consultancy: Consultancy services offered to the Client by accredited IMP³rove experts of the Agent.

Other technical consultancy services: Services offered by Agent to Client other than those specified above but described in the Contract.

Fee: The amount of money Client is obligated to pay to Agent for the services provided.

Managing Authority: *A body responsible for the management and implementation of an operational programme under the New Hungary*

Development Plan (2007-2013) and the Széchenyi 2020 Programme (2014-2020).

Intermediate Body: *a public or private body or a department acting on behalf of a managing authority vis-à-vis final beneficiaries or bodies and firms implementing actual operations. In case of measures or calls for proposals where no intermediate body was designated, the managing authority is meant to be the intermediate body.*

CC: *Act V of 2013 on the Civil Code.*

Acceptance of project proposals (or application forms in case of grants managed by EAFRD): *Should the Project Proposals (Application Forms) fulfil the basic conditions, eligibility criteria or in case of resolving discrepancies, said discrepancies were duly corrected pursuant to provisions set forth in the Call for Proposals and the Guideline for Applicants (MPMO Decrees and ARDA Announcements in case of Application Forms), the Project Proposals (Application Forms) shall be accepted. The written decree on acceptance shall be regarded as proof that the proposals comply with the conditions set forth in the call for proposals.*

Grant Contract (or decree on granting subsidy in case of grants managed by EAFRD): *Contract between the beneficiary of the grant, namely Client and the Authority granting the subsidy, recording the fact of the subsidy being granted and the conditions for the use of said subsidy.*

III. Rights and duties of the Parties

1. Agent fulfils his contractual obligations based on the information provided by Client, pursuant to the provisions of the Contract, in good faith and within means of good reason.
2. Agent undertakes to perform his duties with due care.
3. The infrastructure necessary to perform the duties are provided by Agent. Agent performs said duties at its seat and/or other business premises or at the premises of Client and/or the project, if necessary.
4. Agent does not assume responsibility for executive decisions in the name of Client. Agent forms his opinion and offers services based on independent analyses.
5. Client designates its executive employees to perform the duties related to Client and ensures that the work schedule of these employees enables Agent to fulfil his services on time.
6. Within 3 days of signing the Contract Client transfers all preliminary and available documents and other data required for the performance of the requested Services to Agent with all of these transferred documents recorded in a handover protocol.
7. Client is obligated to make available all data and documentation required for the performance of duties to Agent immediately – as per the schedule set forth in the Contract – and to respond to any requests of Agent on the disclosure of information. Lack of said documentation or information may have an influence

on the performance of Services by Agent, whereas delays in the provision of such documentation or information may pose a hazard to the schedule and the deadline agreed upon with Client. Agent does not assume responsibility for mistakes resulting from false or incorrect information. Agent does not assume responsibility for the authenticity of any information provided by Client. Agent does not assume responsibility for information provided by Client or a third party unrelated to Agent, but undertakes to verify the authenticity and validity of any such information to his best efforts.

In case of Client transferring requested information to Agent delayed or not according to Contract and Agent called Client's attention to the delay, the deadline of the performance of duties by Agent shall be prolonged by the duration of the delay counted from the actual date of delay. The deadlines set out for Agent shall be prolonged in case of any delay by Client by the actual duration of the delay automatically.

8. Client shall simultaneously with the signing of the Contract appoint the participating employees and experts. The necessary information and documents shall be transferred to them and the necessary briefings be conducted. Client undertakes to ensure that the employees and experts appointed by him will do everything to their best effort to keep deadlines agreed upon in the Contract.
9. Should Agent be forced to carry out excess work due to a delay in the disclosure of information from Client or for any other reason not related to Agent, and the execution of services and tasks agreed upon in the Contract therefore not commence or not be finished on time, Agent shall inform Client about this circumstance and is authorized to suspend the performance of tasks and the Contract unless the reason for delay has been sorted out. Should a delay occur and/or excess work be necessary for the above mentioned reasons (i.e. the deadline set out for Agent cannot be altered despite of a delay from Client), Agent is entitled to receive excess surcharge in the amount of 15.000 HUF per hour (not including VAT) for the excess working hours required to finish the tasks on time. Agent is obligated to trace any such excess work to Client in writing.
10. Default of Client shall foreclose default of Agent, i.e. in case of overdue and unpaid invoices issued by Agent to Client, Agent is not obligated to fulfil the services set out in the Contract anymore.

In case of Vis Major – e.g. the software necessary to fill out project application forms is not made available on time– the deadline set out for Agent is prolonged by the term of the delay to which no Party is accountable for.

11. Pursuant to the Contract on Services the Agent is obligated to perform duties under the instructions of Client.

Should Client issue unfeasible or inappropriate instructions, Agent is required to call Client's attention to this. Should Client adhere to the instructions despite of the warnings, any damages resulting from acting under such instructions shall be borne by Client.

12. Agent is obligated to inform Client immediately about any circumstance that could prevent or hamper the performance of duties or the adherence to a deadline.

13. Agent is obligated to inform Client in writing, if he/she:

- encounters a delay through no fault of his own,
- gets to know information that may have an influence on the performance of services according to Contract,
- comes to a conclusion based on his survey that may have an influence on the performance of services according to Contract.

14. Agent ensures that the services provided by him/her fully correspond to the law and the requirements set out by the authorities and that no third party has any claims on them that could limit Agent's rights thereto.

15. Client is required to examine or to approve any documents handed over to him for these purposes within 3 days upon receipt, and must enable Agent to carry over the dissenting remarks of Client. The handover of the documents may be executed via email, fax or mail. Should Client not request any changes to the documents handed over within 3 days of receipt, the tasks being the subject of the Contract shall be regarded as accomplished by the Agent and the performance accepted by Client.

16. Agent is entitled to appoint those of his/her employee's who shall work together with Client and to determine the composition of the expert's work group assigned to work on the tasks set out for Client.

17. Client is entitled to carry out inspections and request status updates on the tasks performed under the whole duration of the Contract.

18. The language of communication between the Parties and all documents pertained to the performance of tasks and services under the Contract shall be Hungarian.

19. Subcontractor

Agent is entitled to enlist collaborators, fulfilment partners, authorized experts (hereinafter referred to as "Subcontractor"), whilst Client must provide Subcontractor with equal access to information compared to Agent. The expenses related to the appointment of an authorized expert are borne by Agent.

Agent reserves the right to request Client to conclude a separate Contract with Agent's Subcontractor. By signing the Contract, Client consents to conclude a separate Contract with the Subcontractor of Agent's choice, unless the enlisting of such Subcontractor is unreasonable. Should Client enter into a separate Contract with a Subcontractor of Agent's choice, the fee of Subcontractor shall be determined after consulting with Agent. For this instance, the fee of Agent shall be reduced with the fee of subcontractor.

20. Services

20.1. Agent may render Services in writing or in form of verbal consulting confirmed in writing, and may draft a final written report or an oral presentation about the performance of Services and may also

compose the surveys or Bids in writing. Prior to performing the Services specified herein, the Agent may render preliminary verbal consultations and draft preliminary Reports or hold presentations, but any written advice and the final written report shall obtain priority. Client shall not rely upon any preliminary or draft report, advice or presentation. In case of Client requesting Agent to render the Services in form of verbal consultations or presentations and plans to rely upon any such verbal consultation or presentation, Client must inform Agent about his intention, whereas Agent must confirm the performance of the Consulting Services with a written document.

- 20.2. Under no circumstances is Agent required to update any written or oral advice, report, project proposal, study or other document being the product of Services rendered for the reason of events occurred after them having been finalized, no matter if the said products were drafts or final versions, unless Parties otherwise agree.
- 20.3. Any products resulting from Services being rendered by Agent in whatsoever form may solely be handed over on behalf and to the advantage of Client and may, without prior written consent of Client, not be copied, referred to or published neither in part, nor as a whole (except internal use of Client). Condition for providing Services is that without prior written consent of Agent, his name and logo might not be quoted or copied. Client is authorized to share the findings of the products of the Services rendered with legal advisors for the purpose of further advice related to the Services, provided that Agent is informed that
 - without prior consent of Agent the products of the Services rendered may not be published, nor handed over to anyone (except internal use),
 - any liabilities in connection with the Services rendered towards Client are waived, to the extent possible in Hungarian law.
- 20.4. Any liability of Agent to Client is waived to the extent possible in Hungarian law, pertaining to any loss or damage suffered by Client as a result of the rendered Services being subject to fraud, deception, withholding of information or any other defect (abuse) in connection with information, may this occur on the side of Client, or any other source of information, except, if any such fraud, deception, withholding of information or any other defect is obviously detected by Agent and no further investigations are required to prove them.
- 20.5. Client is not allowed to make available, publish or hand over any material drafted by Agent and related to the Services rendered without prior written consent of Agent, except the owners of Client, its supervisory bodies, the authorities receiving the project proposals or the authorities vested with the authority to inspect the proposals.
- 20.6. Client must, at the request of Agent or when he considers it to be necessary, take up a position in connection with questions arising during the performance of the Contract.
- 20.7. Client consents to its name and logo, or other trademark be used on any documents drafted by Agent for the use by Client.

20.8. After the Services have been fulfilled or the tasks have been accomplished, Client is required to appropriately fill out, sign and return within 8 days of receipt any performance acknowledgements, client satisfaction surveys and the draft reference certificate composed and/or sent by Agent.

IV. Fee

1. The Fee for the Services rendered shall be determined by waging the working hours applied, the professional knowledge and performed work of any appointed experts, the technology used, the know-how and professional experience and the expenses incurred.
2. Parties agree that Agent shall be granted the Fee agreed upon in the Contract.
3. Parties agree that in case of additional tasks to be accomplished under the duration of the Contract, Agent is permitted to increase the Fee agreed upon in the Contract. Supplementary or excess work is any unforeseeable, but required work that is necessary to render the Services or to give the Advice requested by Client, or any excess work requested by Client or emerged on the side of Agent that is necessary to perform the Services agreed upon in the Contract. Parties agree that any supplementary or excess work shall be reported immediately and in this instance Parties mutually determine an increased Fee that is sufficient to cover any such excess work.
4. Client acknowledges that the Fees and Costs set out in the Contract are only estimates, therefore these Fees and Costs may deviate depending on the work actually performed. Agent assures to inform Client immediately, should he assume that the Fees and Costs estimated will most likely be exceeded.
5. Client is required to disburse any duly issued invoices by Agent in the amount and in the way as specified in the Contract.
6. The invoice is issued pursuant to the provisions of the Contract. The invoice shall be settled in Hungarian currency (Forint) via bank transfer to the bank account of Agent specified in the invoice within 15 days of the issuance.
7. Client is not entitled to inclusion pertaining to the invoice issued.
8. *In case of late or delayed payment Client must pay to the Agent default interest from the 15th day counted from the date of maturity. The default interest rate for the contracts concluded on August 15, 2013 or later is the default rate determined in CC, for the contracts concluded before August 15, 2013 the rate is equal to the twice the rate of the statutory interest rate of the Hungarian Central Bank. In case of late or delayed payment and provided that from the 15th day counted from the date of maturity the payment is still late or delayed, Client is required to pay to Agent the HUF equivalent of EUR 40 as penalty .*
9. Client acknowledges that in case of cancelation of the Contract by Client or the termination of the Contract before the fulfilment of the Agent due to a

reason in the sphere of influence of Client or before the result (success) occurs, Agent is not required to refund any payments already received.

10. In case of the Contract being terminated or suspended, Agent is entitled to demand the costs and expenses incurred, and the Fee for the work already performed with the additional taxes (if applicable).
11. Any documents handed over by Client for the accomplishment of tasks being bigger in size than DIN A3 format or deviant from the standard DIN A4 format (e.g. folded to DIN A4 format) or coloured documents, must be supplied by Client in the number required for the performance of the Contract. Agent may only make copies of the documents supplied by Client in case of separately agreeing upon it and for an extra charge.
12. Should the Fee not be covered by Client, but by an Intermediate Body based on a Grant Contract concluded with Client (supplier financing), Client is required to submit the payment request with the invoice of Agent attached within 30 days of issuance of the invoice to Intermediate Body pursuant to the requirements of the Intermediate Body on the admission of such requests. Should the payment request not be admitted within 45 days of the issue of the invoice, Client is obligated to pay contractual penalty to Agent from the 46th day of the issue of the invoice until the payment request has been admitted. The rate of the contractual penalty shall be 0.03% of the amount specified in the invoice and subject to supplier financing per day. Client is further obligated to inform Agent of the submission of the payment request, its admission or its rejection within 3 business days.
13. Should the payment request in case of supplier financing not be admitted within 90 days of submission or be rejected prior to that by Intermediate Body, Client is obligated to pay the full amount set out in the invoice via bank transfer immediately on the 90th day of the issuance of it or on the day of receiving the rejection from Intermediate Body. Agent reserves the right to claim for late interest.

V. Cooperation

1. The rights and duties specified in the Contract shall be exercised based on the principle of equity and good faith, and with the Parties mutually cooperating thereto.
2. With regard to the obligation of cooperation, Client is required to inform Agent on any obstructing circumstances in writing. The lack to do so results in the liability of Client, should any damages occur as a consequence of information not disclosed.

VI. Declarations

1. Parties declare that they are duly registered and operating companies, which may gain rights under their own names, are actionable and are entitled to the claim, are authorized to conclude the Contract and perform the Services therein, whilst no action, nor consent or notification of any third party is required for concluding the Contract and perform the Services therein.

2. Private entrepreneur or private individual Client declares to be an adult Hungarian citizen vested with full legal capacity, whose ability to enter into the Contract is not limited to any extent.
3. Parties declare and ensure that neither Party's entering into a contract violates or will violate any other agreement or obligation Client or Agent being a Party to, or have an adverse effect or result in an obligation pertaining to the assets of any Party.
4. The obligations of Client stipulated in the Contract are valid and legitimate, which are obligatory and enforceable with respect to Client and comply with the Deed of Foundation or Articles of Association of Client and the relevant Hungarian law, whilst Client fully complies with the relevant law and the requirements of applicable permits based on the relevant law.
5. The contracting Parties declare that no bankruptcy, insolvency or dissolution procedures are in force with regard to them, no such requests were submitted pertaining to them and neither of them did commence any such procedure against himself/herself, and further, no Court or official procedure is in progress against any of them, which may render them unable to perform the Contract or to sustain their business activities, or result in a verdict with aforementioned possible effects.
6. Parties ensure to mutually inform each other within 3 days, should any such procedure be initiated against them or be commenced by them against their selves.
7. The declarations made pursuant to Section VI Declarations of the GTC shall be regarded as declarations made with the same content every single day under the duration of the contract.

VII. Exclusion and limitation of liability

1. Any Claims by Client (or any other beneficiary specified below) pertaining to the liability of Agent and in any connection to direct or indirect damage (also damage in lost profit) as a result of the Services rendered – whatever the reason for the damage caused, including negligence of Agent, but not including gross negligence fraud or any other deliberate breach of obligation – shall be reported by Client in writing within 3 months of discovery. Should the claim be submitted more than 18 months after the performance of the Services or the handover of a working paper or a partial working paper, Agent cannot be held liable, except for gross negligence, fraud or any other deliberate breach of obligation.
2. Agent shall not be held liable for any claims submitted after the above mentioned time-limits have elapsed.
3. The liabilities of Agent pertaining to the Services specified herein are subject to the limitations contained in this Section.
4. Any joint liability of the Agent shall be limited to the extent possible in Hungarian law, pertaining to any Clients and other beneficiaries (defined below), resulting from whatever source in connection with any direct damage or loss suffered by Client (or any other party) from the performance of

Services or pertaining to the Services, with no regard to the nature of causing the damage, including negligence of Agent, but not including fraud or any other deliberate breach of obligations. The liability shall be limited pursuant to the provisions of the Contract or any other limit applied (if it was specified), or to 150% of the Fee for the Services rendered as specified in the Contract, should no limit have been determined or agreed upon, pursuant to the current Subsection.

5. In case of Services with more than one beneficiary (hereinafter referred to as "**Beneficiary**"), the liability of the Agent shall be limited by allotting the highest limit of his liability with the number of Beneficiaries. No Beneficiary is entitled to dispute or appeal the validity, enforceability or legitimacy of the current Subsection on the grounds that Beneficiary did not agree to the allotting or that the allotment of the liability assigned to Beneficiary is unreasonably small.
6. The liability of Agent shall be reduced to the extent possible in Hungarian law and pursuant to the limitation of liability set out in the current Subsection to a portion of the full damage or loss, given that Client, other Beneficiaries or any other third party played a part in causing said damage or loss. In this instance the liability of Agent shall be limited to the portion ("**Portion**") of the damage or loss incurred by Agent, with reasonably weighing the role (if existent) of Client, other Beneficiaries or any other third party (hereinafter referred to as "**Other responsible Party**") in the cause of the damage or loss.
7. The above exclusions and limitations of liability may not exclude or limit the liabilities, which may not be excluded or limited, pursuant to Hungarian law, on the other hand any provision of Hungarian law that may in some other way exclude or limit Agent's liability must be applied to the extent possible.
8. Third parties

In case of Client breaching any of his contractual obligations and a third party filing a claim against Agent, Client is obligated to indemnify Agent and to reimburse him/her any damage, loss, disbursement or cost that arose from any such breach of obligation. Should Client render payments to Agent pursuant to this clause, Client shall not be entitled to reclaim these payments.

VIII. Exclusivity and non-competitiveness

1. Client ensures that under the duration of the Contract he/she will not commission any another Agent to perform the Services specified herein.

IX. Indication of References

1. Client consents that Agent may, after the successful completion of the Contract, list and publish the name of Client, the date of performance and the transcription of the Services rendered among his references.
2. Client further ensures that he will, in a period of 5 years from the completion of the Contract issue a reference acknowledgement with an authorized signature in the form requested by Agent within 8 days of receiving the request. The breach of this obligation results in a contractual penalty amounting to 3% of the Fee for the Services rendered to be paid by Client to Agent.

X. Confidentiality

1. Agent is obligated to treat any documents displayed and handed over and any information revealed as business secrets.
2. Parties declare that under the duration of their co-operation under the terms of the Contract any business, professional or institutional information shall be treated as confidential. The rules of confidentiality must be adhered to by both Parties and their employees.
3. *Client declares that any information on business secrets, bank secret, securities secrets revealed during the performance of the Contract shall be kept by him for an unlimited period of time and Client be liable in case of breach of this obligation. Client declares that he is aware of the provisions on bank secrets of Act No. CCXXXVII of 2013 on banks and financial institutions, the provisions on securities secrets of Act No. CXX of 2001 on the Security trading and the provisions on data handling of Act No. CXII of 2011 on information self-determination and freedom of information, and ensures that he/she will adhere to the aforementioned provisions when handling any revealed data. Furthermore, Client may not disclose any data to any unauthorized third party if this disclosure has an adverse effect on Client.*
4. Agent declares that any data or information disclosed by Client will only be used to perform the tasks set out in the Contract and will not be used for any other purpose, will be treated as strictly confidential and will not be published. The non-disclosure provision shall apply to any employee of Agent, therefore Agent is required to enforce the adherence of the confidentiality with separate confidentiality agreements concluded with his employees.
5. Should Agent render Services to several Clients at the same time, Agent is required to handle any information, data or knowledge pertaining to rendering such Services separately.
6. Client may only appear in its own name and is not authorized to bear the name of Agent. Any damage incurred through the unauthorized use of the name shall be borne by Client.

XI. Intellectual products created during the performance

1. Agent retains any copyrights and other valuable rights and interests pertained to intellectual products – systems, methods, documents, know-how – created as a result of the performance of the Contract. Agent also retains any copyrights and other valuable rights and interests on reports, written advice or other material handed over to Client.
2. Documents composed by Agent during the performance of the Contract (i.e. feasibility study, project proposal etc.) are the intellectual products of Agent and may only be utilized by Agent. These intellectual products are protected by copyrights. Agent grants permission to Client to utilize said intellectual products on a single occasion under the duration of the Contract, to the extent necessary to realize the project specified in the Contract.
3. Further, any subsequent use of the above documents or portions of them (for other project proposals, studies etc.) may only be conducted with a prior

written consent of Agent and when properly referring to the copyrights of Agent.

4. In case of the Contract being terminated, Client is entitled to utilize the project proposal documents one time only, when Agent received the full amount of the Fee agreed upon in the Contract (in case of drafting documentation project proposal, both the fixed Fee and the success Fee).
5. Should the proposal not be awarded a grant due to a lack of funds, Client is only entitled to utilize the project proposal documentation for a second time if Client paid the full amount of the Fee agreed upon in the Contract to Agent (fixed Fee and success Fee).
6. The experience and know-how gained from and developed while performing the Services to Client under the terms of the Contract may be shared, developed and utilized by Agent and any of his/her Colleagues as long as the provisions pertaining to confidentiality are adhered to.

XII. Contacts and Notifications

1. Orders, requests, comments or information delivered verbally or in writing may only be accepted from individuals by Agent, if Agent knows or reasonably assumes that the individual is authorized to maintain contact with Agent (hereinafter referred to as “**Authorized individual**”).
2. Agent shall also maintain contacts with Client on e-mail to which Client gives its approval. Additionally, Client accepts the risks pertaining to e-mail communication (delay of such communication channels, unauthorized access, technical setbacks as a result of computer viruses and other security threats) and ensures to scan for viruses.
3. Parties declare that they are aware of the risks pertained to the exchange of data and documents through electronic channels, especially e-mails. The threat of unauthorized access by third parties, those manipulating data and the recipient of the e-mails receiving falsified, incomplete, delayed or no data/documents at all may especially not be ruled out. Forwarded electronic documents may contain viruses or other content that may harm the proper function of personal computers.
4. Acknowledging the risks and threats pertaining to the said communication channels, Client hereby accepts that information and documents may be forwarded to Client and other interested parties via electronic communication channels (e-mail). Agent does not accept responsibility under the duration of the Contract for any damage sustained by Client or interested third party as a result of using electronic communication, except for gross negligence or deliberate intent by Agent.
5. Agent’s prior written consent is required for forwarding amended documents electronically to third parties, as well as to forwarding any documents in general. Client receives certain documents both in electronic as well as in printed form. With respect to this there might exist different versions of one document in the very same design state. In case of different versions existing in the same design state, the version printed and handed over to Client shall prevail.

6. Client is obligated to inform Agent should he not be requiring the forwarding of information and documents electronically.
7. All notifications, offers, orders or other messages (hereinafter referred to as “**Notification**”) shall be communicated in writing and delivered to Client’s address by means of personal delivery, mail, fax, electronically or any other related form of communication. Receipt of Notifications delivered by fax must be confirmed on phone or in e-mail.
8. In case of the Notification by mail being returned to sender with the mail being marked as “recipient declined acceptance of delivery” or “recipient unknown”, the Notification shall be regarded as delivered 5 days after dispatching, irrespective of the fact that the Notification was actually delivered to recipient or not. Notifications sent by fax shall be regarded as delivered if the return receipt of the fax was received and the receipt of the Notification be confirmed in an email or via phone. Notifications sent by email shall be regarded as delivered if the automated return receipt was received. Notifications delivered in person are confirmed by the receiving Party’s signature on a delivery report. In case of it being proven that the signing is executed by an employee of the Party or a relative of the representative of Client, the Notification is to be regarded as delivered.
9. Client – with regard to the rules pertaining to Notifications and their delivery determined above – is obligated to provide that a representative authorized to receive any delivery is always present at the delivery address under the duration of the Contract. Failure to appoint a representative results in the Client not being entitled to rely on this lack for his advantage. Any damage or loss resulting from Client disclosing a wrong delivery address is to be covered by Client and falls due immediately. In communications with Client via phone, fax or electronically, Agent shall not be held liable for any damage or loss incurred due to mistakes, misunderstandings or other flaws, except the damage evidentially be caused by Agent.
10. Parties agree that any change of or to their seat, tax number, personal tax exemption, bank account number, persons entitled to sign on their behalf, contact persons, Authorized Individuals, regularly used phone- and fax-number, e-mail address shall be reported prior to the changes occurring in writing, if feasible, but no later than 3 business days after the changes.
11. Client expressly requests and permits the Agent to send newsletters, information, commercial statements and advertisements via email to the managing director(s) and contact person(s) of the Client defined by the Client during the effect of the Contract and afterwards, until the permit is expressly withdrawn.

XIII. Limitations

1. Agent ensures to fulfil his/her contractual obligations as an independent contractor and that its owner (shareholder) and its employees are not in any kind of employment relationship with Client.
2. Parties accept that during the performance of the tasks specified in the Contract and within 12 months of the termination of the Contract (termination shall be the date of final invoice) no job offer may be made by any Party to an employee of the other Party, who participated in the performance of the

Contract and made acquaintance of Party pertaining hereto, without prior consent of said Party. In case of any Party breaching this obligation he/she shall pay a contractual penalty to the other Party amounting to 400% of the last full salary received by the employee.

XIV. Duration, termination

1. The Contract is concluded for an indefinite term.
2. Any Party is entitled to terminate or suspend the Contract in writing at any time with 60 days notice. The termination or suspension of this Subsection shall not affect any rights gained prior to the termination or suspension, and any Fees fall due at with the termination or suspension becoming effective. Should the Contract be terminated by Client, he is obligated to reimburse to Agent any costs and damage already incurred pertaining to the performance of the Contract.
3. Any Party is entitled to terminate the Contract with immediate effect, should the other contracting Party become unable to pay or insolvency or bankruptcy procedures be initiated against him or in case of serious breach of Contract. Parties consider to be serious breach of Contract, among others, the following:
 - any Party violating his confidentiality obligation,
 - any Party repeatedly being in default with the performance of the Contract due to his/her attributable negligence,
 - Client repeatedly violating his obligation to disclose information.
4. Should the Contract be terminated by Agent due to a serious breach of Contract by Client, as specified in Clause XIV.3 of the Contract, Client is obligated to reimburse to Agent any cost and damage incurred pertaining to the performance of the Contract.

XV. Special terms and conditions pertaining to specific Services

The provisions of the current GTC shall be applied with the deviations pertaining to specific Services, as set forth in the current Section. In case of contradictions between the provisions of the GTC and the current Sections, the stipulations set forth in the current Section shall apply.

1. Contract concluded on the drafting of project proposals
 - 1.1. Client is obligated to submit any Project Proposal or correction thereto drafted by Agent pursuant to the Contract and handed over to Client within the set deadline. It is Client's responsibility to submit any such Project Proposals as prepared by Agent and according to the written hints and professional advice given by Agent. Should Client deviate from this and as a result the Project Proposal not be accepted or the Project Proposal be rejected as a result of the results of preliminary site inspections or formal or content-related defects in the preliminary evaluation, any responsibility shall be borne by Client pursuant to Clause XV.1.7 of the current Subsection. Agent may submit the Project Proposal on behalf of Client at Client's written request.

Client's obligation includes the following in particular:

- Client shall perform such conduct that the Project Proposal, the completion of documents or answers to unravelling questions may be prepared and transmitted in time and that the Project proposal shall not be declined due to the formal or content defaults, shortcomings (including the case when the Evaluation Committee decreases the eligible expenses of the Project with 25% or more) when the incurring on behalf of the Client.
- Client is obliged to transmit the Project Proposal, relating completion of documents, and answers to unravelling questions conventionally prepared and timely submitted by the Agent before the deadline,
- Client is obliged to involve the Agent in the process of completing the documents,
- Client is obliged to fulfil the data requests and the information-transfer for the evaluation of the project Proposal in time,
- Client is obliged to inform the Agent of receiving eventual unravelling questions not later than the next working day after acceptance in order to the answers to be prepared by the Agent in time,
- Client is obliged to inform the Agent without fail about the result of the Project Proposal by sending a copy of the notice,
- Client is obliged to perform all necessary tasks for the success of the Project Proposal, i.e. the Client is obliged to object or appeal against the decision in case of decline, or decrease in the grant amount if according to the written statement of the Agent the objection or appeal is reasonable.

1.2. *Client is obliged to follow the mails received by post on the mailing address determined in the Project Proposal, any notification, mail, information, request, appeal or any other document (including in particular the acceptance letter, call for completion of documents or unravelling questions) received by post from the Managing Authority or Intermediate Body being liable for the calls for applications, shall be forwarded to the Agent via email in a scanned form within 1 working day from the acceptance thereof.*

After receiving the acceptance letter, the Agent manages the change of the password necessary to enter the electronic tendering platform and forwards the new password to the Client afterwards. The management and following of the electronic information platform (Project proposal e-management) and the opening of any authorized notification is the duty of the Agent.

In general, the Agent shall be named as contact person in the Project Proposal. Agent is obliged on each working day after submitting the Project Proposal to follow the incoming emails related to the Project Proposal in the mailbox determined in the Project Proposal. If an email related to the Project Proposal is received, the Agent is obliged to inform the Client without delay, but not later than on the next working day from the acceptance thereof.

If the Client wishes to determine itself as contact person in the Project Proposal, Client is obliged on each working day after submitting the Project Proposal to follow the incoming emails related to the Project

Proposal in the mailbox determined in the Project Proposal. If an email related to the Project Proposal is received, the Client is obliged to inform the Agent within 1 working day.

The notifications received on the electronic tendering platform shall be opened by each Party only after negotiating with the other Party.

1.3. Agent is required to inform Client on any regulatory changes pertaining to the Project Proposal, especially any amendments to the relevant Urban Land Use Plan and Urban Development Concept.

1.4. Parties agree that by signing the Contract Client authorizes Agent to represent and act on behalf of Client in front of the Managing Authority or the Intermediate Body.

1.5. Further obligations of Agent:

- obtaining the application package (containing call for proposals, guidelines, application forms, annexes) and monitoring any relevant amendments,
- in case of the application package being subject to fees, instructing Client about them,
- determination of project management tasks, the necessary man-days and the costs of professional experts required thereto and including them into the costs of the project, if allowed by the call for proposals,
- drafting the application form in the format and number of copies required,
- determining the required annexes, assisting in their preparation, managing their compilation,
- maintaining contact with the Managing Authority and the Intermediate Body, participating in incidental correction procedures,
- preparation of Client for preliminary site inspections., availability for telephone consultations. In the lack of a separate written agreement, attendance at site inspections is not part of the Contract.

1.6. Fees

The drafting of project proposals is subject to fixed Fees and/or success Fees. The amount of the fixed Fee or the success Fee shall be determined in the Contract. The net success Fee shall be the percentage agreed upon in the Contract of the subsidy actually granted by the Managing Authority to Client.

1.7. Contractual penalty

Parties agree that in case of non-performance or defective performance of Client – that is Client not performing his/her contractual obligations or defective performance by Client or any statements or declaration given by Client proving to be wrong and/or forged – Client shall pay the following contractual penalty to Agent:

Effective date of the contractual penalty falling due	Amount
Prior to the project proposal being accepted, including the proposal not being submitted or being rejected	50% of the fixed fee and the success fee agreed upon in the Contract for the drafting of project proposals. The success Fee shall be the requested grant amount (but at least the grant amount preliminarily set by Client before the submission of the proposal) multiplied with the percentage rate of the success fee.
After the project proposal has been accepted	50% of the success Fee agreed upon in the Contract. The success fee shall be the requested grant amount (but at least the grant amount preliminarily set by Client before the submission of the proposal) multiplied with the percentage rate of the success Fee.

If in the Contract concluded between the Parties the success fee contains the fees for project proposal preparation and project management alike, success fee determined in this clause shall mean the success fee calculated with regard to the grant amount awarded to the Client.

Client must pay contractual penalties especially in the following cases:

- Client preparing and submitting the project proposal, correction or clarifying response to a question contrary to the guidelines and advice given by Agent and the proposal being rejected as a result.
- Client's acts leading to the submission of the proposal, correction or clarifying response to a question not being possible within the given deadline, and any defect of form or content Client being responsible for (including any defects that result in the eligible costs of the proposal to be lowered by more than 25%) and the proposal therefore be rejected.
- Client not submitting within given deadline any proposal, correction or clarifying response to a question prepared by Agent according to contract and handed over to Client on time.
- Client not fulfilling the eligibility and completeness requirements of the application guidelines, despite the declaration in the annex to the Contract.
- Client not informing Agent of the receipt of a request on correction within 2 days of receipt and any correction therefore not being prepared on time and leading to the proposal to be dismissed or to be declined because of the shortcomings.
- Client not involving Agent into preparing the correction and the proposal being rejected due to an inaccurate correction or declined because of the shortcomings.

- Client not disclosing, or wrongfully disclosing requested information, data etc. on the submitted proposal or delaying any such disclosure of information or withdraw the proposal after successfully submitting it.
- Client not informing Agent on any received questions to be clarified within 1 day of receipt, and Agent therefore being unable to prepare any answers to these questions within given deadline and the proposal as a result be rejected.
- Client not acting with normal care and diligence for the success of the Project Proposal, i.e. for example Client not appealing or objecting against the decline of the proposal or the decrease of the grant amount despite the written statement of the Agent that the objection/appeal is reasonable, or not informing the Agent about the decline of the proposal or about the decrease in the grant amount therefore the Agent cannot review the reasons of the decline or decrease and submit a statement.

A rejected proposal shall mean any decree on rejection received both after the formality and eligibility check as well as after the technical evaluation as a result of defects pertaining to formalities or eligibility.

1.8. Parties agree that Agent may not be eligible for any Fees, should he prepare the project proposal with incorrect content or in an inadequate form and be responsible for the defect and as a result the proposal being rejected.

1.9. Termination

In case of Client withdrawing or cancelling the Contract prior to the evaluation of the proposal submitted, Client must reimburse to Agent any costs, expenses and damage. Parties agree that Agent's damage and expenses shall mean the following:

Effective date of termination	Amount
Termination after submitting the proposal, but prior to evaluation of the proposal	The Fee applicable for drafting project proposals (which includes the success Fee in case of the grant being awarded)
Termination prior to the submission of the proposal	The volume of the work expended (counted in man-days) multiplied with the daily fee of experts, but no more than the Fee agreed upon in the contract (which includes the success Fee in case of the grant being awarded)

If in the Contract concluded between the Parties the success fee contains the fees for project proposal reparation and project management alike, success fee determined in this clause shall mean the success fee determined in this clause shall mean the success fee calculated with regard to the grant amount awarded to the Client.

The daily fee of the appointed expert is 120,000 HUF / day / person. Man-day shall mean a business day with 8 working hours.

If the Client is unable to provide Agent at his repeated request (at least two times) with a project content that meets the requirements with respect to formalities and eligibility included in the call for proposals, the Contract may be terminated unilaterally by the Agent.

In case of the entity publishing the call for proposals withdraws said call prior to the deadline of the performance of services, the Fee agreed upon and the deadline of performance may be modified, depending on Parties' agreement. Should the Contract not be amended and Client not terminate the Contract, Agent is entitled to the full Fee and success Fee as agreed upon in the Contract, after having prepared and delivered the project proposal documentation to Client.

- 1.10. Invoices pertaining to contractual penalties shall be issued after the occurrence forming the basis for the obligation to pay said penalty, whereas invoices regarding the Fees as specified in Sections XIV.4 and XV.1.9, as well as any damage sustained shall be issued after the Contract has been terminated. The amount in the invoice shall be disbursed in Hungarian currency to the bank account specified in the invoice, within 15 days of receiving said invoice.
 - 1.11. Part of the drafting of project proposals is the Quality control of said proposal. In order to provide for this, Client is required to hand over any documents to be submitted as annexes of the proposal documentation (i.e. company registration excerpts, fee quotes, title deed etc.) and any other information of relevance with regard to the project (i.e. budget, activities, sites, partners etc.) to Agent at least 5 days ahead of the deadline of submission of the proposal. Should Client fulfil this obligation with delay resulting in Agent not being able to provide for the quality assurance, Agent is not assuming any responsibility for any defects of the proposal with regard to its formalities.
 - 1.12. The provisions of the Civil Code pertaining to service contracts are to be applied.
2. Contracts concluded on Project management and limited project management services
 - 2.1. Client is obligated to submit the Project management documentation prepared by Agent and delivered to Client on time within the given deadline. It is the responsibility of Client to submit such documents according to the content specified by and the written advice and professional guidance provided by Agent. Should Client not adhere to this obligation and the documentation be rejected as a result, all responsibility is to be borne by Client. Agent may submit the documentation within the given deadline on behalf of Client, if authorised to do so.
 - 2.2. *Client is obliged to follow the mails received by post on the mailing address determined in the Grant Contract, any notification, mail, information, request, appeal or any other document (especially any document connecting to the Grant Contract, calls for completion of documents or unravelling questions etc.) received by post from the intermediate body or the managing authority being liable for the calls*

for applications, shall be forwarded to the Agent via email in a scanned form within 1 working day from the acceptance thereof.

The management and following of the electronic information platform (Project proposal e-management) and the opening of any authorized notification is the duty of the Agent.

If the Agent is named as contact person in the Project Proposal, Agent is obliged on each working day after submitting the Project Proposal to follow the incoming emails related to the Project Proposal in the mailbox determined in the Project Proposal. If an email related to the Project Proposal is received, the Agent is obliged to inform the Client without delay, but not later than on the next working day from the acceptance thereof.

If the Client is named as contact person in the Project Proposal, Client is obliged on each working day after submitting the Project Proposal to follow the incoming emails related to the Project Proposal in the mailbox determined in the Project Proposal. If an email related to the Project Proposal is received, the Client is obliged to inform the Agent without delay but not later than the next working day from the acceptance thereof. In the implementation period after the signing of the Grant Contract, the Agent may initiate at the Client, if such possibility is given by the given Intermediate Body, that the data of the Agent shall be provided as second contact, or the Agent shall be nominated as contact instead of the Client.

The notifications received on the electronic platform shall be opened by each Party only after negotiating with the other Party.

2.3. Parties agree that by signing the Contract Client authorizes Agent to represent and act on behalf of Client in front of the Managing Authority or the Intermediate Body.

2.4. Further obligations of Agent after the grant being awarded:

- assistance in connection with concluding and incidentally amending the Grant Contract,
- preparing Client's employees for the cooperation,
- proposing plans on workflow and work-schedule,
- proposing ways of documentation of project implementation,
- maintaining contacts with the Intermediate Body. Representing the beneficiary pertaining to any questions thereto in front of the Intermediate Body, the Managing Authority, other relevant authorities and requesting information from them,
- preparing payment requests based on the information received (contracts, orders, invoices, performance acknowledgements, technical supervisor's reports etc.) from Client (see in detail Section 2.6.3, Preparing payment requests),
- drafting progress reports and the final report based on the information/documents sent by Client,
- preparing corrections with regard to reporting within the given deadlines,
- attendance at site inspections,

- following changes to the relevant operative programme that may have an effect on the implementation of the project,
- attendance at Project meetings and the meetings pertaining to the tasks of Agent set out in the Contract, at the frequency specified in the Contract,
- carrying out administrative duties in connection with disbursing the grants awarded, pursuant to the provisions of the Grant Contract and the applicable Hungarian and EU law.

2.5. In order to Agent fully performing the necessary administrative duties set forth in the Grant Contract with regard to the disbursement of the grants awarded, Agent's further duties are as follows:

- consulting with Client on the status of the implementation of financial, technical, public relations and horizontal tasks. In this respect Agent will propose possible interventions whenever necessary,
- monitoring the progress of the project by reporting to Client, further, monitoring the performance of service, works and supply contracts,
- participates in the preparation of decisions in connection with the implementation of the project,
- participates in resolving any conflicts arising during the whole duration of the project,
- monitors the progress of communication activities pertaining to the project based on the information provided by Client,
- monitors the progress of publicity and dissemination activities pertaining to the project based on the information provided by Client,
- monitors the performance of horizontal tasks pertaining to the project based on the information provided by Client.

2.6. Parties may agree on the performance of limited Project management services, which includes the following tasks:

1. Finalization of project documentation and the financial tables necessary for the conclusion of the Grant Contract.
2. Assisting in-house project managers of Client in financial implementation activities and in the meeting of accounting requirements related to the project.
3. Preparing payment requests
 - Disbursement of advance payment: The requests on advance payments shall be carried out pursuant to the provisions of the Government decree No. 217/1998 (XII.30.) on the regime pertaining to the public budget and any amendments thereto. Agent accepts to prepare any requests on the retrieval of advance payments for disbursements deducted during supplementary financing, e.g. declaration on the request of advance payments.
 - Set-off of the advance payments: Agent undertakes to prepare for the schedule of the set-off of any advance payments received, pursuant to the applicable law.
 - Disbursing advance payments to pre-finance VAT: Agent – if relevant – participates in preparing the necessary

amendments to the Grant Contract for the purpose of accessing possible VAT advance payments.

- Submission on request of interim payment: Agent participates in the preparation of the request and the review and classification of the invoices and documents to be issued prior to them being added to the connected report documentation. In order to ensure meeting all formal requirements, Agent checks back with Client and the invoicing party electronically prior to the issue of the invoices and performance acknowledgements. The payment request will be drafted in the possession of the aforementioned documents. The documents to be submitted with the payment request are included in the checklist on the interim payment request documentation. After preparing the payment request, Agent provides further advice pertaining to formal requirements of the submission of the said documents and requests.
 - Preparing the final payment request: Agent submits in the final payment request within the given deadline any invoices pertaining to the project but not submitted for set-off so far.
4. Preparing Project Progress Report (PPR) Period Report (PR), Final Project Progress Report (FPPR), Final Report (FR): According to the proposal structure, Agent participates in drafting and preparing the final, period and the interim Project progress reports and the review and classification of the documents pertaining thereto. The progress reports will be drafted in the possession the aforementioned documents. The documents required to be submitted along with the PPR, FPPR, PR and FR are collected pursuant to the relevant guidelines and Agent will propose corrections to them if necessary. After preparing the PPR, FPPR, PR and FR, Agent provides further advice pertaining to formal requirements of the submission of the said documents.
 5. Corrections: Agent participates in correcting any defects pertaining to formalities or content of the submitted payment requests and Project progress reports.
 6. Reporting of changes, amendment of Grant Contract: Agent participates in the reporting of changes and the financial documents pertaining to the amendment of the Grant Contract (e.g. amendment of financial schedules).
 7. Site inspections: Agent attends site inspections during the implementation of the Project, should the inspection be connected to the financial progress of the Project.

In case of applying Subsections 2.4 and 2.5, the provisions of Subsection 2.6 (with the exception of Subsection 2.6.3., in case of applying Subsection 2.6.the provisions of Subsections 2.4 and 2.5 shall not be applicable.

- 2.7. The filling out of the maintenance report form is not part of the Project management services, unless otherwise stated in the Contract.

- 2.8. Client shall perform the financial Project management services by using the online invoice application to be found on the grant information page, unless otherwise stated in the Grant Contract / Grant Decree. Accounting shall be done electronically. Client provides Agent with identification number and password of the proposal in order to make use of the online invoice application.
- 2.9. Agent performs the tasks stipulated herein at its own premises. The fee for the conclusion of the Grant Contract, the site inspections, the drafting of the payment requests and progress reports includes one man-day of work each to be performed at Client's seat (or at the project site). Client is obligated to prepare any documents necessary and requested by Agent for the accomplishment of any related tasks, should these tasks be executed outside of the premises of Agent.
- 2.10. Client is required to provide Agent with all necessary information and documents pertaining to the Project management services as soon as possible, but at least 5 days prior to the deadline any documents in connection with the Project management services (e.g. Grant Contract, notifications etc.) must be submitted.
- 2.11. Client is required to provide Agent with all necessary data and information pertaining to preparing and drafting of the requests on payment and progress reports at least 15 days ahead of the deadline of their submission as stipulated in the Grant Contract. Agent will hand over to Client the prepared documentation at least 3 days prior to the deadline of their submission. In case of the date of submission of the payment request not being specified, Client is obligated to inform Agent of the date determined by Client at least 30 days ahead of the said date.
- 2.12. Client is required to forward to Agent one copy of every Project progress report, final report, payment request and their annexes submitted to the Intermediate Body immediately within their submission, but no later than 3 business days.
- 2.13. Fees
- The fee is a blended fee. Agent is entitled to receive fees and issue invoices, if the Intermediate Body does not approve the Project progress report, the final report or the payment request submitted by Client, in case of the approval not being given is a result of Client not fulfilling the requirements set out in the Grant Contract (pertaining to output indicators, result indicators or impact indicators) and not a result of defective performance of Agent. Apart from the tasks specified in the Contract any subsequent consultation required by Client shall be remunerated at a standard hourly rate of 15,000 HUF. The detailed list of subsequent consultations shall be proven by Agent with timesheets on the expended working hours.
- 2.14. Termination, suspension
- In case of Client withdrawing or cancelling the Contract prior to the Project being completed, Client must reimburse to Agent any costs,

expenses and damage. Parties agree that Agent's damage and expense shall mean the following:

- The work expended (counted in man-days) multiplied with the daily fee of expert, but no more than the Fee agreed upon in the contract

The daily fee of the appointed expert is 120,000 HUF / man-day / person. Expert's man-day shall mean a business day with 8 working hours.

If the Client terminates the Contract after concluding the Grant Contract and before the closing of the project, the Client is obliged to pay 50% of the fee not invoiced to the Agent.

Agent is entitled to issue the invoice on the amount specified herein after the termination of the Contract. The amount in the invoice shall be disbursed in Hungarian currency to the bank account specified in the invoice within 15 days of receiving said invoice.

3. Contracts concluded on Drafting of studies

- 3.1. During the Drafting of studies Agent will only undertake to compose those chapters of the studies which are based on calculations of Agent using input data provided by Client (e.g. technical reports, financial analysis, economic analysis, method analysis), when Client handed over said required data and/or information (input data) proven by a proper handover protocol. Agent's Fee pertaining to the Drafting of studies shall include no more than two different data and/or information handovers per study drafted. Should Client require to add further data and/or information and the relevant chapters of the study as a result have to be amended, Agent is entitled to an increased Fee.
- 3.2. Should Parties agree upon in the Contract that the fixed Fee of the study to be submitted with the proposal shall be invoiced after Client received the relevant document on admission of the proposal from the Intermediate Body, the provisions of Section XV.1.1, XV.1.7, XV.1.10 and XV.1.11 shall also apply pertaining to the fixed fee.

XVI. Vis Major

1. Any event Parties having no control of and able to affect the performance of the Contract shall be regarded as Vis Major pursuant to the current Agreement.
2. In case of Vis Major or the possibility thereof becoming apparent, the Parties shall notify each other immediately. The notification shall include the detailed reason of the Vis Major and the expected effects pertaining to the performance of the Contract.

XVII. Miscellaneous

1. Full Agreement

The Contract and the current GTC shall embody the full and final agreement with regard to the subject of the Contract between the Parties. Any other

agreement/contract concluded between the Parties earlier shall become ineffective with the signing of the Contract by both Parties. Matters not regulated in the Contract shall be governed by the content of Agents offer to Client and any such provisions of the offer shall be mandatory during the performance of the Contract. In case of any conflicts between the provisions of the Contract and the content of the offer, the provisions of the Contract shall govern. In case of any conflicts between the GTC and the Contract or the Contract stipulating certain matters differently from the GTC, the provisions of the Contract shall govern. Any amendments to the Contract must be done in writing and being signed by the authorized representatives of the Parties.

2. In case of Agent not exercising any rights he/she is entitled to, pursuant to the provisions of the Contract, or exercises any such rights belatedly, or exercises any such rights partially only, this shall not be regarded as Agent ceding any of his stipulated rights. Pursuant to the provisions of the Contract any rights stipulated therein shall complement any other rights Agent being entitled to pursuant to the governing law.

3. **Illegality**

Illegality shall persist if, at any time, Client's or Agent's acts pertaining to the performance of the Contract or any rights exercised thereof are conflictive with the law or any obligation or right of Client or Agent becoming invalid or non-actionable pursuant to governing law. In case of observing illegality, Parties shall jointly exercise every reasonable act to minimize the damage or adverse effects resulting thereof.

4. Any Chapter, Section, Subsection, Clause or any other part of the Contract becoming conflictive to the law, invalid or non-actionable shall be deleted from the Contract and regarded as null and void to the extent of the said sections, but this shall not affect the Chapters, Sections, Subsections, Clauses or other part of the Contract not pertained, which shall be applied separately of the aforementioned, illegal Sections.
5. In case of the Contract being drafted in foreign language versions and there be any conflicts pertaining to the interpretation of the Contract, the Hungarian version shall prevail.
6. *Client authorizes Agent to administrate and forward to third parties any personal data or special personal data disclosed by Client to Agent in connection with the performance of the Services. Agent accepts to administrate any such data pursuant to the provisions of the Act No. CXII of 2011 on information self-determination and freedom of information, which also provides for the possibilities of legal remedies.*
7. Parties agree that any matters not regulated herein shall be governed by the stipulations set forth in the Civil Code and other civil law related law, further Parties resolve to settle any disputes pertained to the Contract by way of negotiations.
8. The Parties agree that all disputes arising from or in connection with the Contract, its breach, termination, validity or interpretation, shall be decided, without excluding jurisdiction of other Courts, by the Court of Arbitration attached to the Hungarian Chamber of Commerce and Industry, Budapest, in accordance with its own Rules of Proceedings.

The number of arbitrators shall be: one. The language to be used in the arbitral proceedings shall be Hungarian. In the course of proceedings the Sub-Rules of the Expedited Proceedings (Art. 45 of the Rules of Proceedings) shall apply.

XVIII. Final provisions

1. The provisions set forth in the present GTC shall be regarded as part of the Contract concluded between the Parties.
2. *The present GTC shall become effective as of 1 November 2008. Agent amended present GTC. Amendments were marked with italic letters in the GTC. The present text of the GTC includes the original wording of the GTC and the amendments thereto in consolidated form. The amendments and the amended GTC shall become effective on 30 October 2013.*

**OTP Hungaro-Projekt Financial,
Technical and Business
Consultants Kft.**