

# General Terms of Service for the Provision of Professional Services

## 1. General purpose

1.1. These General Terms and Conditions apply to you, as a non-consumer Customer using the Services from EPS-Connect International Zrt.

1.2. The Services to be provided by EPS-Connect to you as a "Client" are described in our invoices, quotations, job descriptions or other specific agreements (hereinafter referred to as the "Work Agreement") or in any other form provided by EPS-Connect. The scope of the Services is set forth in the Employment Agreement and any applicable specifications or requirements provided by the Customer.

1.3. Any changes to the Services require a written agreement between Customer and EPS-Connect.

1.4. IN THE EVENT OF ANY DISCREPANCY OR CONTRADICTION BETWEEN THESE GENERAL CONDITIONS AND THE WORK AGREEMENT THE TEXT OF THE AGREEMENT SHALL PREVAIL.

## 2. Definitions

Terms in capital letters in these General Conditions or in any Agreement covered by it shall have the meanings set forth below. Each Annex or Work Agreement may contain different or additional definitions.

"Contract" means these General Conditions and one or more Agreements within their scope and sets out each Party's rights and obligations with respect to the Services provided by EPS-Connect.

"Consumer" means the report of the European Parliament and of the Council in 1999, means persons defined as consumers in Directive 1999/44/EC of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees, as amended from time to time or as it replaces that Directive.

"Customer" means you as an individual or legal entity to whom EPS-Connect provides the Services.

"Confidential Information" means all financial, technical and other information, including all copies thereof (including, without limitation, all agreements, files, books, logs, graphs, records, studies, reports, schedules, plans, statistical information, know-how,

concepts, techniques, blueprints, specifications, processes, computer programs, designs, systems, manufacturing, customer information, formulas, folymation of the, whether or not patentable), schematic representations or the names and expertise of workers and consultants), or any other information designated by the Disclosing Party as confidential that may be provided to the Receiving Party indirectly or directly by the Disclosing Party

or which may be obtained by the Receiving Party, directly or indirectly from the Disclosing Party, including where it is the result of an audit of any facility by the Disclosing Party or its contractors, licensees or other Customers. This term includes all copies of, and extracts from, Confidential Information, as well as any computer-generated studies and data containing Confidential Information prepared by or for the Disclosing Party. Information deemed Confidential Information by the Disclosing Party may be communicated orally, visually or in writing.

Any written disclosure of Confidential Information shall be marked as "Confidential Information" unless (i) it is expressly marked as "Non-Confidential" or similarly registered, or (ii) is subject to the exclusion set forth in these Terms of Use or the Agreement of the Parties.

"Fee or Prizes" means the fees, costs, prices, fees, ramp based (T&M) Fees or compensation of any kind payable by Customer to EPS-Connect under the Agreement.

"Force majeure" means an event beyond the control of that Party (or any person acting on its behalf) that by its nature could not have been foreseen by such Party (or such person) or, if it was unavoidable, and includes, but is not limited to, acts of God, storms, floods, causes of disturbance, fire, sabotage, civil unrest or civil unrest, intervention by civil or military authorities, acts of war (reported or undeclared) or armed hostilities or other national or international disasters or one or more acts of terrorism or lack of energy resources.

"General Terms" means the General Terms of Service for the provision of Professional Services to you by EPS-Connect.

"Intellectual Property Rights" or IPR" means all tangible and intangible rights in works created worldwide, including, without limitation, copyright and moral rights, trademarks and trade names and similar rights, trade secret rights, patents, methods, designs, algorithms and other intellectual or industrial property rights (of any kind and of a worldwide nature and however marked), the damage is caused by the operation of the law, contract, license or otherwise, whether patentable or not, and any registration, initial notification, renewal, extension, continuation, sharing or reissue, now in force hereafter.

"EPS-Connect" means the following Hungarian company:

<b>Name:</b>	<b>EPS-Connect International Zrt.</b>
<b>Headquarters:</b>	<b>1131 Budapest, Dolmány utca 9.</b>
<b>Trade Register number:</b>	<b>Cg. 01-10-140605 registered in: Commercial Register of the Metropolitan Court</b>
<b>VAT number:</b>	<b>EN 27129124</b>
<b>Default bank account number:</b>	<b>Budapest Bank Zrt 10101566-14397300-01005009</b>

**Represented by:** Ms. Erika Hackenberger, Chief Executive Officer

**"Party or Parties"** means Customer and EPS-Connect, separately or jointly.

**"Service"** means the activities performed by EPS-Connect for the Customer as described in the applicable Work Agreement.

**"Third Party"** means a person or business entity other than EPS-Connect or the Customer.

**"Work Agreement"** means a written document (e.g., an invoice, quote, quotation, statement of work, or order issued by you) agreed to by both parties. Acceptance may mean a signature or the commencement of performance or other implicit ( e.g. payment of invoice).

**"Business Day"** means the Hungarian business days, when banks are generally open to visitors, between 9:00 and 17:00 CET.

These Terms and the Work Agreements may contain different or additional definitions.

### 3. Acceptance of the General Conditions

3.1. Any use of EPS-Connect Services under the Work Agreement constitutes acceptance of these General Conditions.

3.2. If no mutually signed and binding Agreement has been concluded between the Parties, these General Conditions shall apply and be deemed to be the entire Agreement if:

- a) the Customer agrees to perform or provide the Services provided by EPS-Connect; or
- b) the Customer pays the invoice issued to the Customer by EPS-Connect.

3.3. The current version of these General Conditions is available at <http://www.eps-connect.hu>.

### 4. Warranties

4.1. EPS-Connect guarantees that:

- a) its obligations under the Treaty and expertly fulfills it;
- b) activities are carried out by competent and experienced persons in a professional manner;
- c) Any material or documentation provided to Customer in connection with the Services is free from Third Party Rights (including Intellectual Property Rights) that would prevent, impede, make illegal or impossible the exercise of any license granted by EPS-Connect, subject to the limitations set forth in this Agreement and applicable law.

4.2. Except as expressly provided in this Agreement, a Work Agreement or an annex thereto, no warranty, express or explicit,

whether implied or statutory, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, EPS-Connect excludes to the fullest extent permitted by applicable law.

Unless otherwise stated in the Work Agreement, the Services and materials are not designed to meet the specific requirements or purpose of the Client.

4.3. Plans and drafts prepared and provided by EPS-Connect may only be used in relation to the site/location specified in such plans or in any accompanying notes. EPS-Connect does not provide "template" designs or drafts.

4.4. While EPS-Connect makes every effort to maintain a fully professional approach to all work performed, EPS-Connect cannot guarantee any result expected by the Client even if its recommendations are followed, as many factors influencing the outcome are beyond EPS-Connect's control.

4.5. The Client acknowledges and agrees that EPS-Connect uses subcontractors (Third Parties, commercial/freelance partners) to provide the Services. EPS-Connect is responsible for such subcontractors and their performance towards the Customer, unless the subcontractor has been chosen or required by the Customer. EPS-Connect can only fulfil the Customer's request for the employment of certain persons if this has previously been agreed in writing by the Parties.

### 5. Obligations of the Customer

5.1. The Customer shall provide EPS-Connect with access (including remote access) to Customer's facilities, information, personnel, premises and resources at no additional charge.

5.2. It is the Customer's responsibility to ensure that all documents necessary for the performance and termination of the Agreement are provided to EPS-Connect in a timely manner, without having to be explicitly requested, and to provide EPS-Connect inform him of all events and circumstances that are relevant to the performance of the Contract. This section also applies to all documents, procedures and terms that first arise or arise during the consultation period.

5.3. The Customer is obliged to accept the performance and carry out all checks to be delivered within 5 (five) business days and accept or reject the deliverable. Rejection shall be based on defective performance, i.e. only if the supplier does not comply with the specifications or accepted requirements under the Contract, or if EPS-Connect has breached any warranty (hereinafter referred to as the "Defect") and EPS-Connect is liable for the Defect.

In the event of refusal, EPS-Connect has the right and obligation to correct the Defect, within a commercially reasonable time and to deliver it again.

## 6. Fees and fee changes

6.1. Unless otherwise agreed by the Parties, the Price may be of one or more of the following types:

- a) the consideration provided for in the Work Agreement,
- b) Standard rates applicable at the time of billing for the EPS-Connect Service (see also Section 6.2),
- c) For trips outside Budapest, up to 1,- EUR/km travel fee. Travel time exceeding 30 minutes per day will be charged at half the applicable hourly rate (if the Parties have agreed on an hourly rate for the Services).
- d) The use of external, approved suppliers (subcontractors, consultants) will be charged at the supplier's applicable rates.

6.2. EPS-Connect makes its standard pricing available at its own discretion at [the following link: https:// www.eps-connect.hu](https://www.eps-connect.hu).

FEES MAY BE CHANGED BY EPS-CONNECT AT ITS SOLE DISCRETION AND UNILATERAL DISCRETION. IN THE EVENT THAT NO FEE IS AGREED IN THE PARTIES' CONTRACT OR IF A FEE IS NOT EXPRESSLY WAIVED IN EPS-CONNECT WRITING, EPS-CONNECT'S PUBLISHED STANDARD FEES AND CHARGES (IN EFFECT AT THE TIME OF BILLING) SHALL APPLY.

6.3. IF more than one Customer creates this Agreement, Customer shall be jointly and severally liable for payment of the full amount of the Fees.

## 7. Payment

7.1. The Fees payable by Customer to EPS-Connect do not include taxes. Customer agrees to pay any applicable sales, use, personal property, excise, value-added, withholding and other taxes levied on the transaction or Services or on the possession, use, operation or maintenance thereof.

7.2. Invoices are issued in accordance with the legislation of the place where EPS-Connect is based. Any additional invoices, contents or data to be included must be notified by the Customer to EPS-Connect. Refusal by the Customer to accept an invoice due to missing data or information of which EPS-Connect has not been notified shall be subject to the legal consequences of late payment.

7.3. If Customer defaults on any payment due, EPS-Connect shall be entitled to claim interest on the amount delinquent, in accordance with applicable law.

7.4. If Customer fails to meet its payment obligation within the deadline, then without any other rights or claims available to EPS-Connect, EPS-Connect shall be entitled to EPS-Connect by giving at least 5 (five) business days' written notice:

- a) suspend the performance or further performance of its obligations under the Agreement without liability to Customer or any Third Party for the consequences; and
- b) suspend the Customer's rights in connection with the use of Products and/or Services or suspend performance under the Agreement.

## 8. Intellectual Property

8.1. If any works, materials, designs or other documentation designed, sketched or delivered by EPS-Connect to Customer under the Agreement, all related rights, including any copyrights therein, shall remain EPS-Connect and may be used by Customer solely for the purpose for which they were provided. Customer shall not distribute or sell any work, materials, designs or other relevant material to any third party without EPS-Connect's written consent.

8.2. Each Party grants licenses and rights only in relation to the Intellectual Property Rights set forth in this Agreement and does not grant any other rights, directly or indirectly, implied or otherwise.

With respect to works protected by Customer's Intellectual Property Rights or works provided to EPS-Connect under the Agreement (including Customer Content), Customer agrees to be fully able, entitled and grant all rights to perform any activity necessary to facilitate the performance of its responsibilities under the EPS-Connect Agreement.

## 9. Liability

9.1. EPS-Connect shall not be liable to the Customer for any claim, event or circumstance arising out of or in connection with the Agreement, except as follows:

- a) A third party's claim that EPS-Connect Product or Service understands a Third Party's Intellectual Property Rights, unless the infringement is due to instructions or specifications provided by Customer;
- b) claim compensation for damage to physical integrity, health (including death) and damage to physical property;
- c) any damage caused by the intentional conduct of EPS-Connect.

9.2. **No Indirect Damages:** To the fullest extent permitted by applicable law, EPS-Connect excludes any liability to Customer for any loss of profits, business or goodwill, loss or failure of confidential or other information or data, whether in contract, compensation or otherwise, whatsoever caused by it,

for any omission, loss of data protection or any other indirect, special, consequential, incidental or punitive costs, damages or expenses of any kind, however incurred under or in connection with the Agreement, except for breach of Section 1.3 (Confidentiality).

**9.3. Limitation of Liability:** Regardless of the basis on which the Customer is entitled to claim damages from EPS-Connect and unless it conflicts with any limitation or non-derogatory legal provision set forth herein, EPS-Connect claims arising out of or in connection with the Agreements, shall not exceed the amount of direct damages incurred by the Customer as a result of breach of contract or otherwise, but not more than the amount of the Charges (regular (periodically) In the case of a fee, 12 months' Fee shall apply) actually paid by the Client in connection with the relevant Work Agreement.

9.4. The limitation of liability is based on the negotiated and negotiated agreement of the Parties and the consideration due to EPS-Connect is taken into account.

9.5. The Customer is responsible for selecting and determining the Services that meet its needs and for the results, including the Client's decision to implement any recommendations relating to its business conduct and operations.

9.6. EPS-Connect complies with all laws applicable to EPS-Connect as provider of the Services set forth in the Agreement. EPS-Connect is not responsible for identifying or complying with any laws applicable to the Customer's business, including those relating to Products or Services that Customer acquires under the Agreement.

9.7. Customer shall not be entitled to set off or deduct Fees against any amount that EPS-Connect owes to Customer or claims EPS-Connect owes to Customer without EPS-Connect's written consent.

## 10. Changes to the General Conditions

10.1. EPS-Connect may, at its sole discretion, change the terms and conditions contained herein without notice to the Customer. Changes will never be retroactive and will not affect existing Work Agreements.

10.2. The terms of the Work Agreement cannot be changed without mutual agreement of both Parties.

## 11. Termination

11.1. EPS-Connect may terminate any Work Agreement subject to these General Conditions or terminate the performance of the Services prior to performance at any time upon written notice to the Customer. Upon notification, EPS-Connect shall refund to Customer any amount paid in advance for which EPS-Connect did not provide a Product

or Service. EPS-Connect shall not be liable for any damage or loss resulting from such termination.

11.2. If Customer terminates any contract with EPS-Connect, Customer shall be liable to EPS-Connect for any losses incurred by EPS-Connect up to the date of termination, including, without limitation, lost profits.

## 12. Termination

12.1. Either Party may terminate or withdraw from this Agreement if the other Party breaches its terms and has given the other Party a reasonable period of time to remedy such breach.

12.2. Either Party shall have the right to terminate this Agreement by extraordinary notice by written notice in the event that the other Party becomes insolvent, commences any bankruptcy proceedings against it, assigns to its creditors, has an appointee over all or part of its assets, has an administrative recipient or receiver, ceases to operate business or if an equivalent event occurs under the laws applicable to the other Party.

12.3. EPS-Connect may terminate the Agreement upon extraordinary notice of sixty (60) days if at least fifty percent (50%) of the Customer's shares or operational control is acquired directly or indirectly by a competitor of EPS-Connect.

12.4. Any terms which, by their nature or reasonable discretion, should remain in force after termination of the Agreement shall continue to apply. Such terms that remain in force include, but are not limited to, the Definitions, Proprietary Rights, Liability, Confidentiality and Miscellaneous Provisions.

12.5. Further rules of termination or withdrawal (retroactive termination) may be set out in the relevant Employment Agreements where required.

## 13. Confidential information

13.1. Confidential Information is the property of the Disclosing Party and will at all times be so. The Parties shall: (i) maintain the confidentiality of each other's Confidential Information and will not disclose it to any Third Party unless authorized in writing by the original Disclosing Party; (ii) limit disclosure of, or access to, Confidential Information to employees, contractors, agents or advisers who need to know it on a need-to-know basis in order for a Party to perform its obligations under the Contract and be bound by an obligation of confidentiality with respect to the Confidential Information, through non-disclosure which is no less restrictive than the confidentiality obligation contained herein; (iii) treat Confidential Information with the same level of care as the Receiving Party applies to its own Confidential Information, but

in no case less than by reasonable care; (iv) use the Confidential Information only to fulfill its specific obligations under the Agreement and to the extent necessary; and (v) promptly upon discovery of any unauthorized use, access to, or disclosure of Confidential Information and take reasonable steps to recover and protect possession of the Confidential Information and prevent further unauthorized activity or breach of the Agreement.

13.2. The Receiving Party shall have no obligation to maintain the confidentiality of information that : (i) was previously known or lawfully received by the Receiving Party without obligation of confidentiality; (ii) distributed to third parties by the Disclosing Party without restriction; (iii) expressly approved for release with the written permission of the Disclosing Party;

(iv) are publicly available outside of unauthorized disclosure; (v) independently developed by the Receiving Party without any unlawful use of any Disclosing Party's Confidential Information or without any breach of this Agreement; (vi) any open source or non-proprietary software made available for use under the GPL, LGPL, Apache or similar open license; or (vii) disclosed in accordance with applicable law, court order, or other governmental authority lawfully requesting Confidential Information, provided that the Receiving Party shall not be liable for any such disclosure or for any third party's liabilities.

13.3. If the Recipient is required to disclose the Confidential Information pursuant to applicable law, court order, or other governmental authority lawfully requesting the Confidential Information, the Recipient shall:

(i) promptly provide the Disclosing Party with immediate written notice of the request and a reasonable opportunity to object to disclosure and seek a protection order or other appropriate remedy; (ii) make reasonable efforts to limit disclosure; (iii) disclose only the Confidential Information you specifically request and only to the extent necessary; and (iv) continue to maintain their confidentiality upon necessary disclosure.

13.4. Each Party shall require any Third Party with whom it is necessary to share Confidential Information in order for the Disclosing Party to fulfil its obligations herein to enter into a written agreement on confidentiality obligations no less restrictive than those contained in these General Conditions or any other confidentiality agreement (e.g., a separate confidentiality agreement).

13.5. **Protection of personal data:** Unless otherwise agreed, the provision, transmission or processing of personal data shall not constitute one of the purposes set out in this Agreement and such data or information shall not be processed by either Party. The Parties agree that any type of personal data provided to EPS-Connect by the Customer in the course of providing the Services (e.g. as part of Customer Content) shall be considered lawfully transmitted by EPS-Connect with the informed consent of the data subject and may be processed in accordance with applicable law. The Parties agree that personal data shall be erased or destroyed without delay if:

on account of its objection to data processing.

## 14. Force majeure events

14.1. Neither Party (or any person acting on its behalf) shall be liable for any failure to perform any of its obligations under this Agreement, to the extent and to the extent that the performance of such obligation is prevented, disturbed, complicated or delayed by the consequence of a force majeure event.

14.2. A Party availing itself of this provision shall, as soon as reasonably practicable after the occurrence of the force majeure event:

- a) notify the other Party of the nature and extent of such force majeure event; and
- b) use all reasonable efforts to remove any such cause and resume performance under this Agreement as soon as possible.

## 15. Miscellaneous

15.1. **Notices:** Any notices to be issued under the Contract shall be sent to the persons and addresses specified in the applicable Work Agreement. If no such persons have been designated, notifications shall be sent to EPS-Connect with its registered office addressed to any Executive Director.

The notification can be an ordinary letter with proof of delivery if it has been dispatched from and to an address within the EU. Such notifications shall be deemed to have been received on the date specified on the proof of service. Notifications within the EU can also be delivered by a private courier service. Notices to or from addresses outside the EU must be sent with a recognized private courier company such as DHL or UPS. Notices delivered by a private courier service are deemed to have been delivered on the date displayed on the courier's internet interface. If there is a difference between the time of receipt of any notification between different addresses of the same Party, the date of delivery shall be deemed to be the date of subsequent service.

15.2. **Disputes:** The Parties shall attempt to resolve all disputes relating to this Agreement in good faith.

15.3. **Governing Law and Forum:** Each Party warrants that it has the right, power and capacity to be bound by these General Conditions. These General Conditions are governed by Hungary law regardless of choice of law and notwithstanding the fact that each Party may reside in other countries. Any action brought to enforce any provision of these General Conditions shall be brought before the courts of Hungary and the prevailing party shall be entitled to a refund of reasonable attorneys' fees.

15.4. **Assignment:** Except as otherwise provided in this paragraph, neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unduly withheld.

- 15.5. **No Resale:** Customer acknowledges that Customer is not entitled to resell any work, materials, designs or other documentation, products or Services received from EPS-Connect without EPS-Connect's prior written consent.
- 15.6. **Successors and Third Parties:** The Agreement shall be binding on, for the benefit of and enforceable by the Parties and their successors and authorized assigns. A person who is not a Party has no rights unless rights are expressly granted to third parties in the Agreement .
- 15.7. **Legal status of each Party:** Each Party is appointed by the other Party as an independent contractor solely for the purposes set forth herein and shall not be considered, under the Agreement or otherwise, as an agent or employee of the other Party or any subsidiary or affiliate of the other Party. No Contract creates an agency relationship, affiliate or partnership between the Client and EPS-Connect.
- 15.8. **Disclaimer:** Failure by either Party to insist on performance of any term, undertaking or condition of the Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or waiver of any such term, undertaking or condition or waiver of future performance or performance of any such right. Each Party's obligation with respect to such future performance shall remain in full force and effect.
- 15.9. **Non-exclusive Agreement:** Nothing in the Agreement shall be construed to create an exclusive business relationship between the Parties or to restrict EPS-Connect's use or sale of EPS-Connect Products and Services. Both Parties are free to enter into similar agreements with third parties in a competitive way , acquisition or insurance.
- 15.10. **Workforce protection:** During the term of the Agreement and for the following 2 (two) year period, the Customer may not request any EPS-Connect employee, directly or indirectly, to enter into an employment or consulting relationship with the Client or to terminate such employment with EPS-Connect. Nothing in this section shall be construed as prohibiting Customer from employing any person applying for a general job offer or applying for employment in response to a general announcement of a job opening.
- 15.11. **Reference:** EPS-Connect In the event of the conclusion of the Agreement, you may use the nature of the cooperation under the Agreement as well as the Customer's company name and logo as references as follows: (i) website indication, (ii) other public communications (e.g., lecture slides), (iii) offers and other communications to potential clients. By signing the contract or accepting an offer, the Customer consents to this.