

GENERAL TERMS AND CONDITIONS

The scope of the current General Terms and Conditions (hereinafter referred to as: GTC) covers the rights and obligations in respect of the services provided by TechHr Invest Kft. (hereinafter referred to as: Contractor) and the service recipients (hereinafter referred to as: Service Recipient, Contractor and Service Recipient collectively referred to as: Parties).

The scope of the GTC covers the comprehensive business activity and services rendered by Contractor, including any activities or services to be provided in the future.

Contractor should amend or extend its activities or services by taking into consideration the regulations of the GTC. Contractor shall retain the right in respect of the unilateral addition or modification of the GTC. Every modification of the GTC shall be summarized in a consolidated form by Contractor and shall be made continuously accessible to Service Recipients.

1. DATA OF CONTRACTOR

Name: TechHr Invest Műszaki és Humán Vállalkozó Korlátolt Felelősségű Társaság
Seat (as well as the place to submit complaints): 2045 Törökbálint, lot number: 0152/12., Hungary
Webpage: info@techrinvest.hu
Company registration number: 13-09-183943
Tax number: 25801877-2-13
Managing director: Zsolt Varga
Cellphone of the managing director: +36 (70) / 418-1878
Managing director: Bernadett Varga
Cellphone of the managing director: +36 (70) / 616-1626

2. GENERAL TERMS

- 2.1 Contractor undertakes to provide – including but not limited to – the light and heavy current electrical installation, maintenance and the combined facilities support activities (hereinafter referred to as: Services) indicated on its webpage for the Service Recipients.
- 2.2 Parties agree that the signing persons shall be the legal representatives of the Parties or the Service Recipient, if he / she is a natural person, thus the relevant agreement (hereinafter referred to as: Agreement) shall be validly concluded between them.
- 2.3 Contractor shall conclude a unique Agreement with every Service Recipients. The GTC shall be applied in respect of the issues not governed by the Agreement. The GTC shall be made accessible to and its receipt is explicitly acknowledged by Service Recipients by signing the Agreement and ordering the Services.
- 2.4 Should the provisions of the Agreement and the GTC differ, the provision of the Agreement shall prevail.
- 2.5 Parties shall send every significant official notification or other communication to the other Party in a written form, which shall be deemed delivered if they are personally handed over to the recipient or by post as a registered mail and the advice of delivery has been returned either as confirming the delivery, the refusal of acceptance or that the letter was unclaimed by the recipient. Furthermore, Parties explicitly accept the electronic communication by e-mail if the receipt of the e-mail is confirmed by the recipient and the original copy – if the recipient explicitly request – would be sent by post.

3. RIGHT AND OBLIGATIONS OF CONTRACTOR

- 3.1 The performance of the tasks covered by the Agreement shall always commence by ordering the Services chosen by Service Recipient.
- 3.2 Contractor shall provide its price proposal after the preliminary examination of the Services.

- 3.3 Contractor declares that if the Services are accepted, then they shall be carried out in first-class quality without any fault, deficiency and they shall be fit for their intended purpose, in exchange for a consideration.
- 3.4 Contractor declares that it possesses the necessary permits, trained and professional human resources and assets for the performance of the Services.
- 3.5 Contractor shall perform the Services until the deadline determined in the Agreement, if the Agreement includes phases then those should also be met.
- 3.6 Service Recipient shall note that Contractor does not have any influence on the deadline of the administrative processes, these periods shall be disregarded when calculating the deadline to be met by the Contractor.
- 3.7 Should Contractor be unable to perform its tasks until the specified partial and final deadlines due to delays resulting from negotiations between authorities, competent authorities, managers, contractors or customers that are independent from the Contractor, then Contractor shall be entitled to unilaterally extend the deadline of the Agreement by no more than the said delay.
- 3.8 Contractor shall provide the Services in accordance with the generally accepted professional principles, taking into account the legitimate interests and goals of Service Recipient to the fullest extent possible, efficiently, using the most expedient procedures. Contractor shall be obliged to organize the work in such a way as to ensure that it is completed economically and swiftly. In addition, the regulations in force in the area of the Services shall be kept in mind, and shall not interfere with the continuous operation on the given area and the business activities of the entities located on them.
- 3.9 Should Service Recipient give inappropriate or unprofessional instructions in connection with the Services, then Contractor shall provide a warning in writing; if Service Recipient still adheres to the instructions despite this warning, then the damages resulting from the instructions shall be borne by Service Recipient or Contractor may withdraw from the Agreement. Contractor shall refuse to comply with the instruction if its execution would lead to a violation of law or an authority's decision or endanger any person or property of others. Contractor may deviate from the instructions of Service Recipient only if this is absolutely necessary in the interests of Service Recipient and it is not possible to notify the Service Recipient in advance, in which case Service Recipient shall be notified as soon as possible.
- 3.10 Contractor shall be responsible for the technical and aesthetic standard of the Services, their technical accuracy, compliance with the relevant regulations and economic feasibility.
- 3.11 Contractor shall comply with the relevant health and safety, labour, etc. laws and regulations, all material and non-material damages resulting from non-compliance shall be borne by Contractor.
- 3.12 Contractor is entitled to use subcontractors during the performance of the Services, but is responsible for their work as if it had performed the Services itself. The use of a subcontractor does not in any way exempt Contractor from its obligations and responsibilities set out in the Agreement.
- 3.13 At Service Recipient's request, Contractor shall continuously report on the Services, provide information about it, and notify Service Recipient immediately of any material circumstances related to the execution of the order that endanger or hinder the effectiveness of the work or the timely execution of the order.
- 3.14 In case of a non-contractual performance or non-performance of the Services, the following sanctions may be imposed on the Contractor (the details of which are included in the Agreement):
 - reduction of the fee, enforcement of a penalty for delay or failure,
 - enforcement of compensation;
 - termination of the Agreement effective immediately.

4. RIGHT AND OBLIGATIONS OF THE SERVICE RECIPIENT

- 4.1 Service Recipient undertakes to provide Contractor with all the information related to the itemized handover and the written documents supporting it, which are necessary for the performance of the Services and to have an accurate knowledge of the Services' circumstances and purpose. Service Recipient is obliged to obtain the documents and information required for the Services at its own expense. Those that are not available at the time of the signing of the Agreement, e.g.: technical description, design documentation, title deed, necessary permits, etc., should be obtained by Service Recipient at its own expense and Contractor shall be informed in writing of the exact deadline for the delivery of the missing documents.
- 4.2 If Contractor does not indicate the fact of the incorrect or incomplete data provision by Service Recipient until the specified deadline, then the Parties shall consider the Service Recipient's performance to be completed.
- 4.3 Contractor shall not be liable for the authenticity, completeness or content of the documents and information provided by Service Recipient, so Contractor shall not be liable for any damages resulting therefrom.
- 4.4 If Service Recipient is obliged to provide the place of work in connection with the Services, then it shall hand it over to Contractor in a condition suitable for its performance at a time agreed in advance by the Parties, including the use of the public utilities and appropriate documentation. If several contractors operate in the work area simultaneously or one after the other, then Service Recipient shall be obliged to create the conditions for the effective and coordinated performance of the work.
- 4.5 Contractor may refuse to start the execution of the Agreement as long as the work area is not suitable for work.
- 4.6 If the handover of the work area becomes necessary for the performance of the Services, but Service Recipient is unable to fulfil this obligation on the date specified in the price proposal or agreed with the Service Recipient, or if Contractor is unable to perform work on the work area, then Service Recipient shall pay a penalty to Contractor (the extent of which shall be set out in the Agreement).
- 4.7 If Service Recipient does not provide the place of work despite Contractor's request, Contractor shall be entitled to withdraw from the Agreement and demand compensation.
- 4.8 If it is necessary to hand over the work area in order to perform the Services, it shall be Contractor's responsibility to keep the used work area clean during the Services and to continuously remove the waste.
- 4.9 Service Recipient shall warrant that the performance of the Agreement is not restricted by the rights of third parties.
- 4.10 Service Recipient shall be entitled to review the performance of the Services at any time, provided that Contractor's work may not be hindered, restricted or made more burdensome. Service Recipient shall be entitled to carry out the review and inspection at the place of work at his own risk.
- 4.11 If Service Recipient notices that the performance of the Services is defective or not in accordance with its content, it shall immediately notify Contractor in writing. Contractor shall correct the defect at its own expense, provided that it complies with the warranty conditions specified in the price proposal and Service Recipient shall notify Contractor thereof within the time specified in the order and the GTC.
- 4.12 If the Services provided by Contractor have been performed, then Service Recipient shall agree that Contractor may include this fact in its references or on its website, and shall provide a letter of recommendation with an evaluation of his work upon request.

5. HANDOVER AND REMUNERATION

- 5.1 Prior to the technical handover of the performed Services, Contractor is obliged to declare it as being ready and to inform Service Recipient of the date of the handover at least 3 working days in advance. During the technical handover, Contractor is obliged to hand over to Service Recipient the documents related to the work performed.
- 5.2 Contractor shall be entitled to issue the invoice in connection with the Services after the handover was completed and the Service Recipient accepted the flawless or complete performance in accordance with the Agreement and in the possession of Service Recipient's certificate of performance. Service Recipient is obliged to declare that Contractor has performed in accordance with the Agreement, it may refuse the approval only if the performance was incorrectly or incompletely fulfilled, or not fulfilled at all. Service Recipient may not refuse to approve the delivery if it has identified insignificant defects or deficiencies that shall not prevent the intended use in connection with other defects or deficiencies, or due to work involving repairs or replacements. If Service Recipient does not issue a statement within the said 3 working days, then Contractor's performance approval shall be deemed granted and Contractor shall be entitled to issue the invoice in accordance with the provisions of the Agreement and the GTC even in the absence of a performance certificate.
- 5.3 If Service Recipient does not carry out the handover-acceptance procedure in connection with the Services, then the legal effects of the performance shall take effect on the date of the handover-acceptance offered by Contractor, in which case Contractor's performance shall be deemed granted and even in the absence of a performance certificate Contractor shall be entitled to issue the invoice in accordance with the provisions of the Agreement and the GTC.
- 5.4 In the case of Services, the payment deadline is the 15th calendar day following the date of invoice issuance. The method of performance is transfer to Contractor's bank account.
- 5.5 Until the full amount of the invoice is settled, the ownership of the installed materials shall be maintained by Contractor pursuant to Section 6:216 of the Hungarian Act V of 2013 on the Civil Code (hereinafter referred to as: Civil Code). Service Recipient shall acquire the right to use the software / equipment / tools that are part of the Services upon the payment of the invoice.
- 5.6 If Service Recipient would make a late payment to Contractor, then Service Recipient shall be liable to pay interest at the rate specified in the Agreement; in the absence of such a provision in the Agreement, the Civil Code shall prevail. The enforcement of the interest does not preclude the enforcement of any claim of the Contractor for damages.
- 5.7 Service Recipient declares that it has adequate resources to pay for the Services ordered under the Agreement.
- 5.8 The fee shall include all work, work phases which are necessary for the professional performance of the Services and the needs of the Service Recipient, as well as for the proper use and operation of the result in accordance with the current laws, standards, regulations, directives, instructions for use and maintenance, including - including but not limited to - all costs necessary for the preparation of the work, for travel, for transporting the packaging materials, equipment, consumables, work tools, other necessary supplies to and from the work area, and necessary to perform environmental protection, property and accident protection tasks.
- 5.9 Service Recipient shall reimburse Contractor for all costs incurred in connection with the additional work which were not foreseeable at the time of concluding the Agreement.
- 5.10 If Service Recipient is entitled to withhold a certain amount from the invoices as security for the fulfilment of the Agreement or guarantee and / or warranty obligation (Warranty withholding), this fact shall be provided for in the Agreement.

6. GUARANTEE, WARRANTY, CORRECTION OF POSSIBLE DEFECTS

- 6.1 Contractor shall warrant that all the parameters and technical data specified in the Agreement have been met, and the quality of the Services complies with the applicable standards and regulations and fully ensures the achievement of the contractual objective.
- 6.2 Contractor warrants that third party does not have any rights that would prevent, exclude or restrict the acquisition of ownership by Service Recipient.
- 6.3 Contractor shall warrant the flawless performance in connection with the work performed and is obliged to correct the faulty performance during this period. The duration of the warranty is governed by the Agreement, the Civil Code, and the relevant provisions of the Hungarian laws. For the sake of clarity, the Parties state that if neither the Agreement nor the relevant laws provide for a warranty obligation, then Contractor shall not be covered by a warranty.
- 6.4 Contractor is obliged to rectify the defect immediately within the warranty and guarantee period, and it shall extend the warranty to the repaired or replaced parts. Contractor shall be released from the warranty obligation if it may be proven that the cause of the defect occurred after the performance.
- 6.5 If Contractor does not start the correction of the defect within 3 working days from the notification or the recording of the report and / or Contractor does not take the necessary measures or does not do so in time or these measures would not lead to adequate results, then Service Recipient shall be entitled to take the necessary measures at Contractor's risk and expense (or at the expense of the Warranty withholding) without losing any of its rights under the Agreement to Contractor.
- 6.6 Contractor is obliged to compensate or repair at his own expense any damage for which the responsibility lies on it pursuant to Section 6:142 of the Civil Code (*"Liability for damages caused by breach of contract: Anyone who causes damage to the other party by violating the contract is obliged to compensate it. It shall be released from liability if it proves that the breach was caused by a circumstance outside its control which was unforeseeable at the time of the conclusion of the contract and could not be expected to avoid the circumstance or remedy the damage"*).
- 6.7 If Contractor shall comply with Section 6:142 of the Civil Code, then it shall indemnify Service Recipient for other damages caused by the breach of the Agreement and the lost property benefit to the extent which Service Recipient proves that the damage as a possible consequence of the breach of contract was foreseeable at the time of concluding the contract. Contractor shall be released from the liability if it proves that the breach was caused by circumstances outside its control which was unforeseeable at the time of the conclusion of the Agreement and could not have been expected to avoid the circumstance or remedy the damage.

7. SECRECY, RETENTION AND APPLICATION OF THE DOCUMENTS

- 7.1 Parties shall treat and keep confidential all information and data classified as business secrets by the other party to the Agreement, and shall disclose such information to any third party only with the express consent of the other Party. Parties classify the content of the Agreement as a business secret, as well as all data, information, facts that came to the knowledge of the other party, its activities or operation during the conclusion or performance of the Agreement and which are not public.
- 7.2 In the event of the termination of the legal relationship, Parties shall not be entitled to disclose, publish business secrets to unauthorized third parties or utilize them in a manner contrary to the interests of the other party and / or its client. The obligation of confidentiality shall be incumbent on the Parties without any time limit and a breach thereof shall constitute a serious breach of the Agreement for which the Parties shall be fully liable.
- 7.3 The technical results of the products prepared by Contractor in any phases in connection with the Services shall be protected by copyright. Contractor expressly agrees that Service Recipient shall have the exclusive right to use the technical result product. Service Recipient and Contractor

unanimously declare that the consideration for the exclusive right of use for the tasks included in the Agreement is included in the business fee.

8. TERMINATION OF THE AGREEMENT

8.1 Parties agree that the Agreement may be terminated in the following cases:

- by contractual performance;
- by mutual consent;
- by extraordinary termination;
- in the event of force majeure

8.2 Service Recipient shall be entitled to terminate the Agreement with a notice period of 1 month, the grounds for termination may be in particular:

- non- or non-contractual performance of the Services;
- regular late or inadequate performance;
- obstruction of the exercise of the right of inspection;
- failure to safeguard the security of property and life or to cause damage in connection therewith (subject to an obligation to pay compensation);
- causing damage resulting from improper work (subject to an obligation to pay compensation);

8.3 Contractor shall be entitled to terminate the Agreement with a notice period of 1 month, in which case it shall be entitled to issue its invoice 1 month following the date of termination and after the signing of the certificate (s) of performance by Service Recipient. Contractor may terminate the Agreement if

- Service Recipient does not fulfill his payment obligation despite a specific request;
- Service Recipient gives an impractical or unprofessional instruction despite the fact that Contractor has warned Service Recipient about these facts;
- at the request of Contractor, Service Recipient does not provide a work area suitable for the performance of the activity or
- Service Recipient would be one week late with the financial settlement. The suspension shall last until Service Recipient fulfills its payment obligation, and the commitment period is extended by the time the Agreement is suspended.

8.4 In the event of a serious breach of the Agreement by any of the Parties, the aggrieved party shall, if possible, call upon the breaching party in writing to terminate and remedy the breach within a reasonable time limit. In case of a failure the Services and the Agreement may be terminated.

8.5 Parties agree that force majeure shall mean any event beyond the control of the Parties which makes the performance of the Agreement impossible or unlawful for the party affected by the force majeure event, in particular:

- natural disaster; lack of energy supply, serious illness, death;
- war, hostilities (whether or not a declaration of war has taken place), occupation, foreign enemy activity, military mobilization, confiscation for military purposes or embargo;
- insurrection, revolution, military or other usurpation of power, civil war, riot or strike;
- declaration of an epidemic, state of emergency.

8.6 Parties agree that in the event of force majeure the parties cannot be in the breach of the Agreement and cannot be found liable for any delays, provided that said breach or delay was caused due to the force majeure. Should any event of force majeure occur with respect to either party, which may affect the performance of the contractual obligations, it shall immediately notify the other party and shall try to continue to perform its contractual obligations.

8.7 If the state of force majeure persists for more than 30 days, either party is entitled to terminate the Agreement, on the basis of which the work processes performed so far shall be accounted for.

- 8.8 Unless otherwise agreed in writing by the Parties, the deadlines shall be extended with the duration of the force majeure. Damages resulting from force majeure shall be borne by the Parties themselves. If the already commenced work would be interrupted due to force majeure, then Contractor shall be entitled to a proportionate share of contractor's fee in return for the work performed and its costs. If the force majeure event occurs after the signing of the Agreement, but before the commencement of the work, the costs incurred by Contractor until then shall be borne equally by the Parties.
- 8.9 If the Agreement is terminated for any reason whatsoever, then Parties are obliged to account with each other within 8 working days. Service Recipient is obliged to pay the consideration for the work performed by Contractor until the termination of the Agreement. Together with the payment of the fee, the Contractor shall be obliged to hand over the documentation and other technical materials to Service Recipient.
- 8.10 If either party unlawfully terminates the Agreement, then it shall indemnify the other party for the damages occurred due to the termination.
- 8.11 The termination shall be in writing, the receipt of the termination shall be clearly proved in one of the contact methods according to the GTC.

9. MISCELLANEOUS

- 8.12 The contact persons of the Parties shall be specified in the Agreement and the Parties shall act in cooperation. In doing so, the parties shall immediately notify each other in writing of any obstacles or circumstances that are relevant to the performance of the Agreement. Any damages resulting from the failure to comply with or the late performance of this obligation shall be borne by the defaulting party.
- 8.13 The GTC and the Agreement are drafted in English and the relevant provisions of the Civil Code shall prevail for matters not specified in them. Parties agree that if any clause of the Agreement is invalid or for any reason violates the law, they will try to eliminate the invalidity by consultation, negotiation and amendment of the Agreement within 30 days of its recognition.
- 8.14 If the invalidity or the settlement of the dispute is not resolved within a reasonable time, then the courts at the seat of the Contractor shall decide on the case.

Törökbálint, 9th November 2021.