
GENERAL TERMS AND CONDITIONS on headquarters services

These General Terms and Conditions govern the general rules of the legal relationship concerning headquarters services between **Company Assistant Service Kft.** (headquarters: 2161 Csomád, Levente u. 14/a., Company registration number: 13-09-180712), as headquarters Service Provider (hereinafter: **Service Provider**) and the **User**.

The provisions of these General Terms and Conditions (hereinafter: **GTC**) shall apply to a specific contract (hereinafter referred to as the **contract**) concluded between the Service Provider and the User (hereinafter collectively referred to as: **parties**). The contract is valid with the present GTC and it is an express and inseparable part of the parties' legal relationship unless the parties explicitly exclude the applicability of the entire GTC or any provision thereof in writing by mutual agreement.

An inseparable part of the contract is the **Customer Data Sheet** containing the contact details of the User (name of the company or other organization, name, contact person's name, telephone number, notification address, e-mail address), the services requested as well as the service fee and the payment schedule. It also contains the list of documents handed over by the User as specified by IM decree 7/2017 (VI.1.) of the Ministry of Justice, and IM Decree 7/2017. (VI. 1.) of the Ministry of Justice amending the latter (hereinafter collectively referred to as: **IM decrees**) to be kept by the headquarters Service Provider.

The present GTC shall be valid from March 1, 2022. until revocation.

1. Parties

- 1.1. The Service Provider is entitled to use the condominium property registered at the District Land Registry Office of the Dunakeszi District Office under topographic lot number **1792/A/1** and located at the address **2161 Csomád, Levente u. 14/a.** (hereinafter: **property**) and/or utilize the same by means of headquarters services provided to a third party based on an agreement with the owner of the property. The Service Provider declares that their service activities are in full compliance with the IM decrees for which they take full responsibility.
- 1.2. The User declares that they are a properly operating company registered in the company registry at the competent court of registration based on their headquarters. No bankruptcy, liquidation, wind-up, enforcement, force liquidation or any other similar administrative or judicial proceedings are in progress against the same and no such proceedings are impending. They are in possession of the required corporate, official and other permits, approvals and authorizations for the conclusion and performance of the contract. Conclusion of the contract does not violate any contract with others or the rights of third parties. The parties undertake to inform the other party of any change in the legal situations referred to in this point without delay. The defaulting party shall be responsible for failure to provide such information.

2. Scope of services

- 2.1. The Service Provider undertakes to issue a DECLARATION AUTHORIZING THE USE OF HEADQUARTERS to the User. In accordance with the agreement of the parties, the Service Provider agrees to the User's indicating (by using the documents listed) the property at 2161 Csomád, Levente u. 14/a. as headquarters/site/branch in their company documents, and their notification of said address to the competent authorities, courts and other bodies.
- 2.2. The Service Provider is required to display the User's nameplate on the property in a visible place

- 2.3. The Service Provider shall ensure that postal and non-postal mail correspondence arriving under the User's name on working days are properly received. The Service Provider only has to accept the mail correspondence on which the User's name is displayed. By signing the contract, the User authorizes the Service Provider to act independently and comprehensively in relation to all postal and non-postal mail correspondence sent to the relevant headquarters. At the time of signing the contract, the User must authorize the Service Provider to accept postal items by means of an authorization issued by Magyar Posta (Hungarian Post Office) Zrt. If said authorization is not made available to the Service Provider, the Service Provider will be unable to receive the postal items to be signed. The Service Provider shall not assume any liability for any damages arising from such event. The Service Provider shall assume responsibility for any damage to the User in relation to improper use of the authorization contrary to contractual terms and conditions. The Service Provider shall notify the User of the receipt of any mail received within maximum 24 hours of receipt by an e-mail sent to the e-mail address specified in the document titled (Customer Data Sheet) Individual Contract for Headquarter Services - **hereinafter Customer Data Sheet**. The Service Provider is entitled to inform the User of mails received on the same day in a single e-mail listing all mails.

The Service Provider is only entitled to hand over mail to the addressee's certified representative or a person duly and certifiably authorized by the latter. The person represented by the User shall certify in writing the receipt of the relevant mail in the manner specified by the Service Provider. By signing the delivery receipt form, the User certifies receipt of all mails received by the data stated therein from the Service Provider.

- 2.4. In addition to the Service Provider's contractual obligations concerning headquarters services, said Service Provider shall only undertake any other office management, meeting room rental, storage of objects or documents (except for those documents listed in the Customer Data Sheet that must be kept by the Service Provider) only against separate remuneration and based on a separate agreement between the parties to this effect. Additional services and their remuneration shall be determined by the current price list of the Service Provider or the individual agreement of the parties.

3. Registration

- 3.1. Registration of the address of new headquarters. In order for the User to use the property as their headquarters, the new address of said headquarters must be recorded in the company register - or in case of other organization, with the registration authority. The administration of registration and the amendment of the User's instrument of incorporation or any related corporate or organizational documents shall be the User's responsibility. The User acknowledges that the costs related to the preparation, amendment of company and other documents required for registration as well as the costs related to the proceedings before the court of registration or other competent authority (attorney fees, duties, cost reimbursement) shall be borne exclusively by the User.
- 3.2. In the event that the proceedings before the court of registration or other competent authority aimed at registration of the relevant headquarters are not initiated by the User, or the registration process is unsuccessful for reasons outside the Service Provider's fault, the service fee paid upon contract conclusion is due and payable to the Service Provider, who is entitled to retain said amount as a frustration penalty.
- 3.3. If the relevant property has been successfully recorded as headquarters in the registry of the competent court of registration or other registration authority, the final registration order must be provided by the User without delay to the Service Provider. In the case of a company, the User shall forward the e-file submitted upon initiation of the company proceedings and the registration order of the court of registration to the Service Provider's e-mail address and arrange that the relevant original copies of the instrument of incorporation and the signature specimen or template of the chief executive officer be furnished to the Service Provider. For other organization, the User shall provide to the Service Provider the copies of documents submitted for the registration proceedings as well as one original copy each of the instrument of incorporation and the signature specimen of the legal representative.

4. Obligations of the User

- 4.1. Notification, authorization Within 8 days of registration of the new headquarters, the User must personally appear before the headquarters Service Providers for the purpose of recording registered details and otherwise the notification details required for performing the services, as well as signing the authorization concerning receipt of mail deliveries, completion of the municipal notification form and fulfilling any other mandatory administrative obligations. The parties shall record the Hungarian address, e-mail address and telephone number of the User's representatives, members and authorized agents. The parties shall separately record the notification e-mail address utilized by the User to receive notifications from the Service Provider concerning postal deliveries received for other contact purposes.

If any contact information of the User changes during the term of the contract, said User shall immediately notify the Service Provider of this fact. If the User cannot be contacted using the contact details specified and has not communicated to the Service Provider any change of their contact details and therefore, the Service Provider is unable to notify the User of any received mail or any other event, the User shall be liable for any consequences of such failure to notify. In this case, the Service Provider is entitled to extraordinary termination of the contract.

- 4.2. Handover of documents. Pursuant to IM decrees, the User must provide the Service Provider with one original copy each of the regulatory licenses of their business enterprise, the documents relating to the reporting obligations to the tax authority, the accounts according to the Accounting Act as well as any documents to be submitted to the court of registration or other registration authority concerning changes in registered data (in an e-file in the case of companies). The User acknowledges that after signing the contract, they shall be obliged to notify the Service Provider of any change in the User's company or organization within 8 days of its registration and provide the related documents as described above to the Service Provider to make possible for the Service Provider to verify in the event of any official inspection that the relevant documents of the User company are available at the headquarters. The User acknowledges any liability arising from failure to notify and submit the relevant documents or incomplete submission of documents shall be borne by the User.
- 4.3. Pursuant to the contract and during its term, the User may utilize the property as their headquarters/site/branch or otherwise as a notification address, but they may not indicate the same as a record keeping site requested by NAV (National Tax and Customs Authority)
- 4.4. If it is justified by the User's activity and customer flow, they must inform their own customers and partners that the Service Provider does not provide any services other than those specified in the contract and the present GTC, such as receipt of parcel deliveries (unless separately agreed upon by the parties) or functioning as a customer service. The User shall be liable for any loss to the Service Provider, any other customer or partner thereof or any other third party arising from failure of such notification.
- 4.5. Any liability arising from a failure, activity, management, contract infringement, thus, in particular from delayed receipt of any mail delivery due to negligence attributable to the User shall be borne by said User, which shall be also obliged to bear the costs for the damage caused thereby.

5. Service fee

- 5.1. The User shall pay a service fee to the Service Provider (hereinafter referred to as **service fee**) for the headquarters services described in the contract. The User shall pay the service fee to the Service Provider annually in advance before the specific day which can be regarded as the accounting date based on the date of conclusion of the contract (anniversary of the contract conclusion date). The service fee for the first year is due when the contract is concluded. Service Provider shall send its fee request form by regular mail or e-mail to the User prior to the payment deadline. Service Provider issues its invoice about the service fee already paid by bank transfer or in cash.
- 5.2. If the User delays to pay the service fee, it shall be required to pay a late payment interest pursuant to the Civil Code (Ptk.)
- 5.3. If the delay of payment of the User is more than 8 days, the Service Provider decreases its services to the basic service package (see the packages on the www.cass.hu website). In this case, the Service Provider will only provide the headquarters

and receive incoming mail.

- 5.4. If the User paid the service fee in time on the basis of the fee request form of the Service Provider, and the contract becomes terminated in the second year of the service or later, the User needs to pay only that service fee which covers the period of time when the contract was in effect. In this case, if the User informs the Service Provider in writing and in advance about its intention to terminate the contract, and afterwards proves the change of its seat by the resolution of the company court, Service Provider shall refund that part of the service fee which relates to the remaining – not used – period. If the User fails to pay the service fee in time on the basis of the fee request form, it shall not be entitled to the refund of the service fee, not even in the case when the service contract becomes terminated during the year.

6. Duration and termination of the contract

- 6.1. The contract is concluded for a indefinite period of time.
- 6.2. Within one year of conclusion of the contract, the parties may not exercise the right of regular termination by virtue of the IM decrees.

After one year following conclusion of the contract, the User is entitled to terminate the contract at any time without giving any reason with a 30-day term of notice. In case of the User's termination the contract, termination date, so the last day of the contract in effect shall be the day when the seat of the User is changed in the company register after the notice of termination. If the conditions written in Clause 5.4. are not fulfilled, the termination of the User shall not result in repayment obligations for the previously paid service fee, the Service Provider is entitled to retain the latter as forfeit money. The Service Provider is entitled to terminate the contract 30 days prior to the expiration of the pre-paid service period by giving a 30-day notice.

- 6.3. The parties are entitled to terminate the contract by extraordinary termination if the other party severely violates their essential obligations arising from relevant law, the contract or these GTC.
- 6.4. The parties shall consider the following actions as serious violations of the contract by the Service Provider entitling the User to extraordinary termination:
- the Service Provider fails to issue the declaration of receipt for the relevant headquarters within 3 workdays of the User's written request which declaration is needed for registering the new headquarters of the User at the court of registration or the relevant authority, despite the fact that the User has paid the service fee and provided the necessary information;
 - the Service Provider repeatedly fails to receive a registered letter mail sent to the User for reasons attributable to said Service Provider and said letter is returned to the sender with the indication "not sought" or "addressee unknown" ;
 - the Service Provider fails to place the User's nameplate after registration of the headquarters even despite relevant notice.

In this case, the Service Provider shall reimburse the service fee prepaid to the User for the service period following termination.

- 6.5. The parties shall consider the following actions as serious violations of the contract by the User entitling the Service Provider to extraordinary termination:
- bankruptcy, liquidation, wind-up, enforcement, force liquidation or any other similar administrative or judicial proceedings are launched against the User;
 - the User violates other terms and conditions specified in section 1.2.;
 - the User misses the payment deadline for the service fee by 15 days and fails to comply with their payment obligation despite a relevant notice;
 - the User violates any of their obligations under section 4 of these GTC.

- In the event of termination of the contract in this manner, the Service Provider shall be entitled to retain the service fee as a frustration penalty.
- 6.6. Extraordinary termination takes effect by receipt of the other party, which terminates the contract with immediate effect. The extraordinary termination notice sent by the Service Provider to the User's notification address specified on the Customer Data Sheet or the registered home address of the User's managing director shall be deemed to be received by the customer on the 5th working day from the date of dispatch. This rule shall also apply to the delivery of regular termination. Termination may also be communicated via e-mail recorded on the Customer Data Sheet, in which case it is deemed to be immediately delivered. For a managing director with a registered home address, the termination notice may also be delivered to the Hungarian delivery agent as specified in the company registration document. The User shall be liable for any frustration of delivery arising from a change of address (not reported to the Service Provider) and in this case, the frustration of delivery of the termination notice shall not affect the onset of delivery presumption.
 - 6.7. The User acknowledges that after termination of the contract, they may not use the property as their headquarters/site/branch or otherwise as a notification address and they shall not be entitled to indicate said property in this capacity to third parties or enter them in their documents.
 - 6.8. After termination of the contract, the User must inform their business partners and all official bodies (KSH (Central Statistical Office), NAV (National Tax and Customs Administration), local governments, etc.) keeping record of their headquarters of the change of said headquarters immediately but within 10 calendar days at the latest. In the event of failure to do so, the Service Provider shall also be entitled to provide the necessary notifications. In addition, within 10 calendar days of termination of the contract, the User must lodge an application for registration of the change of headquarters with the competent court of registration or other registration authority, which must be verified to the Service Provider in writing (by sending the e-file or a copy of the application). In addition, within 30 calendar days of termination of the contract, they shall certify to the Service Provider the registration of change of headquarters by sending a copy of the final order of the court of registration or other registration authority to the Service Provider.
 - 6.9. In the event of termination of the contract, the Service Provider shall refuse receipt of the User's deliveries by a note "moved to unknown location" and remove the User's nameplate from the property. The Service Provider hereby informs the User that under relevant law in force if the company cannot be found at their headquarters, i. e. their presence is not indicated by a nameplate, their official letters are not received or it is established upon an on-the-spot audit that they cannot be found at the relevant headquarters, this will give rise to suspension of the tax number, forced liquidation or criminal prosecution of the chief executive officer (§ 409 of the Criminal Code (Btk.)).
 - 6.10. In the event of failure to comply with the obligations specified in sections 6.7, 6.8, the Service Provider may inform the competent court and the tax authority without delay, and may initiate proceedings aimed at liquidation of the company with unknown headquarters (§ 89-90 of the Company Act) and legal supervision proceedings against the User.
 - 6.11. If the contract has been terminated and the User fails to certify within 30 days of termination that its seat is changed and this has been registered, the User must pay to the Service Provider a one-off penalty in the amount of HUF 1,000,000.00 (i. e. one million forints). The User's managing director assumes a first request surety for payment of said penalty by signing the contract and the present GTC. The Service Provider shall be also entitled to enforce its damages exceeding the above penalty.
 - 6.12. The User acknowledges that if after the termination of the contract by the Service Provider, they still wish to indicate the Service Provider as the headquarters of the same company, and for this purpose, they wish to continue the legal relationship specified in the contract, this can only be done by one-off repetition of the contract conclusion and the Service Provider shall be entitled to charge to the User the relevant one-off repeated contract conclusion fee. The Service

Provider shall be entitled to determine the amount of the repeated contract conclusion fee.

7. Miscellaneous provisions

- 7.1. Any legal declaration related to these GTC are valid only in writing. The parties shall also accept as written communication any notice sent to the e-mail address specified on the Customer Data Sheet. The parties agree that letters and notifications sent to each other by e-mail shall be deemed to be delivered on the date of sending (delivery presumption) except if the sender receives an error message on the delivery of the mail message.
- 7.2. The details provide don the Customer Data Sheet can be modified at any time. The User is responsible for the accuracy and timeliness of said details.
- 7.3. The contract may be amended at any time by mutual consent of the parties.. The Service Provider shall be entitled to amend these GTC and the contract unilaterally by simultaneously informing the User by e-mail at the time of amendment. This information shall indicate that if the User fails to speak up against the amendment within 15 days of learning of said amendment, the latter shall automatically become part of the contract. The Service Provider shall publish the entire GTC highlighting the amended part on their website.
- 7.4. The parties are obliged to treat confidentially any kind of information they become aware of during the headquarters service. The parties declare that they shall not disclose any information they have learned during their cooperation without the prior written consent of the other party to third parties and shall not use the same for their own or any other party's benefit. The parties acknowledge that this obligation of confidentiality shall survive termination of the agreement on the headquarters services.
- 7.5. During performance of the contract, the parties are obliged to cooperate and act in good faith in exercising their rights.
- 7.6. Any further issues not regulated by the present GTC and the contract shall be governed by the provisions of the Civil Code and the IM decrees.
- 7.7. For any dispute subject to this GTC and/or related in any way with the contract, the parties hereby stipulate the exclusive jurisdiction of the competent court at the Service Provider's headquarters.

By signing the contract, the Parties have accepted the present GTC as an annex to said contract as a document fully reflecting their will.

I have received one copy of the GTC.

Csomád, 2022

Managing Director