

# GENERAL TERMS AND CONDITIONS OF PROCUREMENT

- for certain member companies of 4iG Group -

Effective as of November 25, 2025.

## 1. PREAMBLE

The 4iG Group uses the services of an electronic procurement system, the SAP Ariba system (hereinafter referred to as the Ariba system or System), for the purpose of ensuring transparency and cost-effective management of its procurement processes. Individual members of the 4iG Group use the Ariba system to manage their procurements from the moment a procurement need arises to when an order is placed.

The 4iG Group provides access to and use of the Ariba system to its suppliers, and its goal is that, over time, all members of the 4iG Group conduct their procurements entirely electronically through the Ariba system. Until the Ariba system is implemented at a given member company of the 4iG Group, the provisions of the GTCP shall apply to the given Order, with the provision that the Order shall not be placed through the Ariba system, but by other means (hereinafter: *Alternative Ordering Method*), in particular, but not exclusively, by e-mail, on paper or by other electronic means of communication (e.g. order of PDF format). The provisions of the GTCP referring to the Ariba system shall apply mutatis mutandis to the *Alternative Order Method* in these rules of procedure.

These general terms and conditions govern the rights and obligations relating to the procurement procedure conducted through the Ariba system, as well as all provisions of contracts concluded by the Purchaser via the Ariba system with business entities, individual entrepreneurs and other persons and entities engaged in business activities.

## 2. INTERPRETATIVE PROVISIONS

2.1. For the purposes of the GTCP, the following terms shall have the following meanings:

- a) **4iG Group:** means 4iG Nyrt. and its affiliated companies.
- b) **Affiliated Company:** means an affiliated company as defined in Act C of 2000 on Accounting.
- c) **Agreement:** means the contract concluded between the Parties in relation to the Service, which is established between the Parties pursuant to Section 4.4 of the GTCP, irrespective of the type of contract (sale and purchase, works contract, service contract, delegation contract, transport contract, grant contract, etc.).
- d) **Call for Tenders:** the invitation to tender published by the Purchaser in the System in relation to the Service, in which the Purchaser requests Participants to submit Tenders for the performance of the Service.
- e) **Change of Control:** means any transaction or event in relation to a Party that results in a legal entity or private individual acquiring, directly or indirectly, **major controlling influence** over the Party, including, in particular, where that person or entity is able to **control or has influence to control** the business activities, decision-making or policies of the Party. The existence of control shall be assessed on the basis of **Point 4. of Section 3 (2) of Act C of 2000 on Accounting** and, where relevant, **Section 23 (2) of Act LVII of 1996 on the Restriction of Economic Competition (Tpvt.)**.
- f)
- g) **Civil Code:** Act V of 2013 on the Civil Code.

- h) **Confidential Information:** any information relating to the business activity or Intellectual Property (including know-how) of any Party, its affiliated company or the employees, officers, consultants, suppliers, subcontractors or agents of the Party or its affiliated company, or related to the Call for Tenders and the procurement procedure conducted by the Purchaser, the Tender or the Agreement (including, in particular, the username and password provided to Participants for the use of the System), and which the receiving Party acquires on the basis of consultations or agreements in accordance with the GTCP, or to which it thus has access, excluding, however, information (i) that is publicly available, provided that it did not become so in violation of the provisions of the GTCP; (ii) which was already lawfully in the possession of the receiving Party prior to its disclosure under the GTCP; (iii) which is disclosed to the receiving Party by a third party or parties who are entitled to disclose such information; or (iv) which was created independently of the Confidential Information.
- i) **Contracting Partner:** such Participant who enters into a contractual relationship with the Purchaser by the Purchaser accepting its Tender, whether it is a natural or legal person or other organization, irrespective of the type of contract (sale and purchase, works contract, service contract, delegation contract, transport contract, grant contract, etc.).
- j) **Contributors:** the Parties' agents and subcontractors acting in connection with the Agreement during the performance of the Agreement.
- k) **Fee(s):** means the consideration to which the Contracting Party is entitled under the Agreement.
- l) **First-class quality:** a level of quality that meets or exceeds the highest industry standards, expectations or Purchaser requirements and which the Purchaser considers to have been fulfilled upon signing the delivery note or performance certificate.
- m) **Force Majeure Event:** a Force Majeure Event is any extraordinary event that was not foreseeable at the time of conclusion (entry into force) of the Agreement, is beyond the control of the Parties, cannot be attributed to the conduct or omission of the Parties, and makes impossible or delays the performance of the Agreement. The Parties shall consider in particular, but not exclusively, the followings as Force Majeure Events: (i) natural disasters; (ii) fire, explosion, mass illness (epidemic); (iii) war, acts of war (regardless of whether a state of war exists or not); (iv) revolution, uprising, riots, civil war or acts of terrorism; (v) strikes initiated for reasons beyond the control of the parties.
- n) **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- o) **GTCP:** means these present general terms and conditions of procurement.
- p) **High-risk Activity:** any process, operation, activity, or work process that, when performed, poses a risk of significant organizational, personal, or material damage, with particular regard to the likelihood of injury or damage to health, direct threat to human life, or disruption of critical infrastructure, and which is classified as high risk based on risk assessment (e.g. working at heights, electrical work, activities involving hazardous chemicals, exposure to biological factors).
- q) **ICT-process:** any activity carried out for the purposes of designing, developing, making available, providing or maintaining an ICT-product or ICT-service.
- r) **ICT-product:** an element or group of elements of a network or information system.
- s) **ICT-service:** a service that consists wholly or mainly of the transmission, storage, retrieval, or processing of information via information networks and information systems.
- t) **Intellectual Property:** trademarks, trade names, logos, patents, design rights, copyrights

(including rights related to computer software), designs or other patterns, software and domain names registered and unregistered in any part of the world, and documents relating to the registration of the foregoing in public registers or applications for registration, as well as know-how.

- u) **Mvt.:** Act XCIII. of 1993 on occupational safety.
- v) **Order:** means an order placed by the Purchaser through the System for the Service.
- w) **Participant:** a natural or legal person or other organization registered in the System who, as the addressee of the Call for Tenders, is involved by the Purchaser in the procurement procedure for the Service and who is entitled to submit a Tender.
- x) **Party or Parties:** means the Purchaser and the Contracting Partner – and, where applicable, the Participant – individually or collectively.
- y) **Purchaser:** means the user of the GTCP, i.e. the company belonging to the 4iG Group that uses the System and orders the Service in accordance with the provisions of the GTCP, in particular one of the following companies (as specified in the Call for Tenders):

| <i>COMPANY NAME</i>                                                         | <i>SEAT</i>                        | <i>COMPANY<br/>REGISTRATION<br/>NUMBER</i> |
|-----------------------------------------------------------------------------|------------------------------------|--------------------------------------------|
| 4iG Nyilvánosan<br>Működő<br>Részvénytársaság                               | 1013 Budapest, Krisztina körút 39. | 01 10 044993                               |
| 4iG Távközlési Holding<br>Zrt.                                              | 1013 Budapest, Krisztina körút 39. | 01 10 042190                               |
| 4iG Informatikai Zrt.                                                       | 1037 Budapest, Montevideo utca 2/C | 01 10 143072                               |
| 4iG Űr és Védelmi<br>Technológiák Zrt.                                      | 1013 Budapest, Krisztina körút 39. | 01 10 142725                               |
| One Magyarország<br>Zártkörűen Működő<br>Részvénytársaság                   | 1112 Budapest, Boldizsár utca 2.   | 01 10 044159                               |
| 2Connect Távközlési<br>Infrastruktúra és<br>Hálózati Szolgáltatások<br>Kft. | 1013 Budapest, Krisztina krt. 39.  | 01 09 430652                               |
| 2Connect Technocom<br>Korlátolt Felelősségű<br>Társaság                     | 1013 Budapest, Krisztina krt. 39.  | 01 09 414628                               |
| 4iG ComCo Holding<br>Zártkörűen Működő<br>Részvénytársaság                  | 1013 Budapest, Krisztina krt. 39.  | 01 10 142446                               |
| 4iG InfraCo Holding<br>Zártkörűen Működő<br>Részvénytársaság                | 1013 Budapest, Krisztina krt. 39.  | 01 10 142447                               |
| 4iG International Telco<br>Holding Zártkörűen<br>Működő<br>részvénytársaság | 1013 Budapest Krisztina krt.39.    | 01 10 143400                               |

- z) **Service:** means the subject of the Agreement, in particular the purchase of goods, the use of services by the Purchaser, and all related tasks which the Contracting Partner is obliged to perform under the Agreement, regardless of the type of contract (sale and purchase, works

contract, service contract, delegation contract, transport contract, grant contract, etc.).

- aa) **Subcontractor:** such third party who has a direct contractual relationship with the Contracting Partner or its Subcontractor for the provision of a specific part of the Services under the Agreement
  - bb) **System:** means the electronic procurement system available online (<https://www.ariba.com>) used by the Purchaser to procure the Service, known as the so-called Ariba system.
  - cc) **Tender:** means a supplier tender submitted by a Participant through the System for a given Service based on the Call for Tenders.
  - dd) **Tpt.:** Act CXX of 2001 on Capital Markets.
- 2.2. Unless otherwise agreed, the terms „day” or „days” in the GTCP shall in all cases mean calendar days.

### 3. SCOPE AND APPLICATION OF THE GTCP

- 3.1. The GTCP contain the general terms and conditions applicable to any framework agreement or individual contracts and orders concluded between the Purchaser and the Contracting Partner through the System. The GTCP also govern the rights and obligations of the Purchaser and the Participant prior to the conclusion of the contract, in connection with the Call for Tenders and the Tender.
- 3.2. The Service and the Agreement shall be governed exclusively by the GTCP and the contractual terms and conditions set out in the Call for Tenders and the Order. The provisions of the GTCP shall apply until their application is expressly excluded by the Parties in a written agreement.
- 3.3. With regard to the Service and the Agreement, the Parties exclude the application of any general terms and conditions that may be applied by the Participant or the Contracting Partner, and the Participant and the subsequent Contracting Partner expressly and irrevocably acknowledge this fact by submitting the Tender.
- 3.4. In the event that the legal relationship between the Parties is also governed by a separate contract, the provisions thereof shall take precedence over the provisions of the GTCP.
- 3.5. The Purchaser informs the Participant and the Contracting Partner that the followings do not form part of the Agreement
  - a) customs or practices previously established between the Parties;
  - b) customs widely known and regularly applied by the contracting parties of similar contracts in the given business sector.
- 3.6. The provisions of the following chapters of the GTCP shall apply to all Participants, regardless of whether their Tender has been accepted and an Agreement has been concluded between them and the Purchaser:

2. Interpretative provisions

3. Scope and application of the GTCP

4. Procedure prior to the conclusion of the Agreement and the Conclusion of the Agreement

16. Confidentiality

17. Business Ethics

18. Communication

19. Final provisions

Anti-corruption provisions pursuant to Section 3 of Annex I

#### **4. PROCEDURE PRIOR TO THE CONCLUSION OF THE AGREEMENT AND THE CONCLUSION OF THE AGREEMENT**

##### **4.1. The Call for Tenders**

4.1.1. The Purchaser shall publish its Call for Tenders through the System, which shall include, in particular, the following information:

- a) the subject of the Service: the type, quantity, technical and other description (if any) of the goods or services to be procured;
- b) other terms and conditions of the Service deemed important by the Purchaser;
- c) the deadline for submitting Tenders;
- d) the method of submitting Tenders;
- e) the duration for which the offer of the Participant is binding;
- f) that the Purchaser shall conclude the Agreement with the Participant who submits the most favourable Tender in accordance with the requirements set out in the Call for Tenders, and, if applicable, further evaluation criteria for the Tenders;
- g) any other parameters specified by the Purchaser in any subsequent announcements not set out in the GTCP (e.g. regarding the refusal to conclude a contract, the Tenders received, the technical and pricing negotiations);
- h) a notice regarding the application and the availability of the GTCP.

The Purchaser reserves the right to amend or withdraw the Call for Tenders, to suspend or to terminate the procurement procedure at any stage, and to expand the circle of Participants. The Purchaser is not obliged to justify its decision in this regard. In the event of the Call for Tenders being modified or withdrawn, the procurement procedure being suspended or terminated at any stage, or the circle of Participants being expanded, the Purchaser shall notify the Participants through the System. The previous Call for Tenders shall cease to be valid with the notification, except in the case of expanding the circle of Participants.

4.1.2. The Purchaser expressly reserves the right to extend the deadline for the submission of Tenders. The Purchaser shall inform the Participants of the extended deadline in accordance with Section 4.1.1

4.1.3. The Purchaser excludes its liability towards the Participants for any eventual consequences arising from the modification or withdrawal of the Call for Tenders, the suspension or termination of the procurement procedure at any stage, or the expansion of the circle of Participants.

##### **4.2. The submission of Tenders**

4.2.1. The Participant may only submit Tenders through the System. The Purchaser is not obliged to take into account Tenders submitted by other means (e.g. by post, courier, fax, e-mail or

orally), unless the Purchaser expressly requests the Participant to submit the Tender or related information by such other means.

- 4.2.2. In order to submit a Tender, the Participant shall fill in the mandatory fields in the System and upload the documentation related to the Tender. The Tender is deemed submitted when the „Send complete response” button is clicked. The Tender shall include at least the following:
- a) the Fee in such a way that it includes the total net consideration of the Service, i.e. all costs arising in connection with the performance of the Agreement (including all public charges, insurance and other fees), excluding VAT;
  - b) technical and other descriptions related to the Service, which enable the Purchaser to assess whether the Tender meets its specific requirements for the Service;
  - c) if the Participant intends to use a Subcontractor, the identification details of the Subcontractor (company name, seat, company registration number) and the task for which the Subcontractor will be involved in the performance of the Agreement;
  - d) other important elements specified in the Call for Tenders;
  - e) that the Participant has read and consents to be bound by the provisions of the GTCP, both for the procedure preceding the conclusion of the Agreement and for the Agreement itself.
- 4.2.3. The Participant may submit a Tender either independently or jointly with another Participant (including cases where it would act as a subcontractor of another Participant), however, a Participant may not submit more than one independent, or independent and joint Tenders – such Tenders are considered invalid by the Purchaser.
- 4.2.4. Following the submission of the Tender, the Participant may modify or withdraw its Tender within the deadline specified in the Call for Tenders. After the expiry of the deadline specified in the Call for Tenders, the Tender may not be modified or withdrawn, and the commitment of the Participant to its Tender shall commence at the moment of the expiry of the deadline specified in the Call for Tenders.
- 4.2.5. Unless otherwise specified in the Call for Tenders, the offer of the Participant is binding for 90 (ninety) calendar days following the deadline for the submission of tenders.
- 4.2.6. The Participant is responsible for the accuracy, completeness and correctness of the data and information provided in the Tender. The Purchaser is entitled to declare Tenders containing inaccurate, incomplete and/or incorrect data or information invalid and to disregard them during the Tender evaluation process.
- 4.2.7. The Purchaser notes that the System does not require separate authentication during the submission of Tenders, therefore the Purchaser shall consider every Tender received as originating from the authorized representative of the Participant. The Participant is solely responsible for ensuring that the Tender is submitted through the System by the person authorized to represent it. The Participant or the Contracting Partner may not claim that the Tender was submitted by a person acting without a right of representation or by a person acting beyond the scope of his/her right of representation.
- 4.2.8. To avoid any misunderstanding, the Purchaser notes that no Agreement is concluded between the Purchaser and the Participant upon submission of the Tender.
- 4.2.9. The Participant shall bear all costs that may arise in connection with the submission, modification, supplementation, etc. of the Tender.

#### **4.3. The evaluation of Tenders**

- 4.3.1. The Purchaser first examines the suitability and validity of Tenders. The Purchaser reserves the right to accept or reject Tenders in whole or in part, to exclude from the evaluation Tenders that do not comply with the formal requirements, and to conduct further negotiations/consultations only with the Participants selected by the Purchaser on the basis of the evaluation of Tenders, if the Purchaser has reserved the right to do so in the Call for Tenders.
- 4.3.2. To avoid any misunderstandings, the Purchaser notes that the selection of individual Tenders for further negotiations does not constitute their acceptance by the Purchaser nor does it create any obligation on the part of the Purchaser to enter into a contract.
- 4.3.3. After the deadline for the submission of Tenders, the Participant may only supplement or clarify (remedy deficiencies) the Tenders at the request of the Purchaser.
- 4.3.4. The Purchaser is entitled to exclude Tenders from further evaluation in particular in the following cases:
  - a) the Tender contains conditions restricting the technical content specified in the Call for Tenders;
  - b) the Participant fails to comply with the Purchaser's request to remedy deficiencies within the deadline specified in that request;
  - c) the Tender was submitted late by the Participant;
  - d) the Participant provided false information during the procurement procedure;
  - e) the Participant is under voluntary winding up, or under bankruptcy proceedings by a published court order, or under liquidation proceeding ordered by a final court decision;
  - f) the Participant suspended its activities, or its activities were suspended;
  - g) the Participant committed a criminal offence in connection with its economic or professional activities, established by a final court decision;
  - h) the Participant does not accept the application of the GTCP or any of its provisions or excludes them in its Tender.

#### **4.4. Conclusion and interpretation of the Agreement**

- 4.4.1. Until the Order is placed, the Purchaser may decide at any time not to enter into Agreement with the Participant, and, where applicable, publish a new Call for Tenders.
- 4.4.2. The Purchaser notifies the Participants of the acceptance or rejection of their Tenders via the System within 15 (fifteen) business days of the deadline specified in the Call for Tenders. The Agreement is concluded upon the Purchaser placing the Order; unless otherwise provided by law, no confirmation by the Contracting Partner or separate written agreement is required, except for the Alternative Ordering Method, in which case the Agreement is concluded on the basis of a separate written agreement between the Parties, whereby the Order signed by the Purchaser is returned to the Contracting Partner. The Parties agree that documents forming part of the Agreement shall primarily be recorded in the System.
- 4.4.3. The Purchaser may decide to enter into Agreement with multiple Participants, even if this means accepting only certain parts of multiple Tenders (in the case of divisible Services).
- 4.4.4. The terms and conditions set out in the Call for Tenders and the accepted Tender, the Order,

the provisions of the GTCP, Annex 1 to the GTCP, and, if applicable, Annex 2 to the GTCP and the legal declaration of the contracting partner made in accordance with Section **Hiba! A hivatkozási forrás nem található.** shall form part of the Agreement. In the event of any discrepancies between the individual documents, the provisions of the Agreement shall take precedence in the following order:

- a) Order,
- b) if applicable, Annex 2 to the GTCP and the legal declaration made by the contracting partner in accordance with Section **Hiba! A hivatkozási forrás nem található.**,
- c) Tender,
- d) Call for Tenders,
- e) GTCP and Annex 1 thereto.

## **5. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTNER**

- 5.1. The Contracting Partner shall provide the Service to the Purchaser in accordance with the specifications set out in the Agreement, in First-class quality. The obligations of the Contracting Partner during the performance of the Agreement include compliance with the relevant legislation and the standards specified in the Agreement, the professional, qualitative and quantitative adequacy of the Service provided, and the performance within the agreed deadline.
- 5.2. The Contracting Partner shall immediately notify the Purchaser of any circumstances that may jeopardize or prevent the performance of the Agreement, the quality of the Service, or its timely completion. The Contracting Partner is liable for any damages resulting from the failure to provide such notification.
- 5.3. The Contracting Partner declares that there are no reasons relating to its personality that would prevent it from performing its tasks. The Contracting Partner undertakes that, in fulfilling its obligations under the Agreement, it will not involve the Purchaser's employees or any of its relatives as defined in Section 8:1(1) point 2 of the Civil Code, nor any business entity in which such a person has an ownership interest, neither in an employment relationship nor in any other legal relationship aimed at performing work. This obligation also applies to the Subcontractors of the Contracting Partner named in the Agreement.
- 5.4. The Contracting Partner declares to possess all skills and qualifications, the necessary expertise, personal qualities and extensive experience that are essential for the performance of its obligations under the Agreement. With the above expertise and knowledge, the Contracting Partner shall act with the care expected of a service provider specializing in this type of activity.
- 5.5. Unless otherwise provided in the Agreement by the Parties, the Contracting Partner is not entitled under the Agreement to (i) take any decisions on behalf of the Purchaser, or (ii) act on behalf of the Purchaser or make any legal statements in its name.
- 5.6. During the performance of the Agreement, the Contracting Partner shall treat the information received from the Purchaser and the documentation prepared during the performance of the Agreement in accordance with the provisions of Chapter 16.
- 5.7. The Contracting Partner confirms that it has concluded the Agreement on the basis of a thorough review of the data and information provided by the Purchaser. The Contracting Partner acknowledges that any failure to familiarize itself with the data and information or any misinterpretation thereof shall not release it from its obligation to correctly assess the conditions and costs of the performance of the Agreement.

5.8. The Contracting Partner shall perform its activities in such a way as to enable the Purchaser to take a well-informed decision, by providing the Purchaser with sufficient information and time to do so. In cases requiring decisions by the Purchaser, the Contracting Partner shall provide written preparatory material describing the circumstances relevant to the decision, and, where applicable, the various alternative decisions, their advantages, disadvantages, and possible effects.

#### **5.9. Liability of the Contracting Partner**

5.9.1. The Contracting Partner shall exempt the Purchaser from any liability arising from the Contracting Partner's unlawful conduct or breach of contract, and any other conduct in connection with the performance of the Agreement (including, where applicable, claims by third parties against the Purchaser), and shall indemnify the Purchaser in full for any claims for damages arising in connection therewith.

5.9.2. In the case of Services aiming the purchase of goods, if the Contracting Partner is also considered a manufacturer under the relevant legislation, the liability of manufacturers under such legislation shall also apply to the Contracting Partner.

5.9.3. The Purchaser reserves the right to claim damages in all cases.

5.10. The Contracting Partner shall keep the whole documentation (in particular financial and technical) arising in connection with the performance of the Agreement and retain in its entirety for as long as a related claim can be pursued. The records shall be retained by the Contracting Partner for the period specified by the relevant legislation, and up to a maximum of eight (8) years for financial documentation. The scope of financial documentation shall include, in particular, invoices, accounting documents, contracts, documents related to the tendering of subcontractors and other documents relating to costs incurred in connection with the performance of the Agreement at the Contracting Partner, which enable the determination of the cost structure of the Fee and a market-based comparison of the costs incurred in connection with the performance of the Agreement. The Contracting Partner undertakes to cooperate with the Purchaser in the event of any inspection and to remedy any deficiencies identified in connection with the performance within the time limit specified by the Parties. The audits carried out by the Purchaser do not, in any way or to any extent exempt the Contracting Partner from its legal, financial and other obligations or responsibilities under the Agreement or under the relevant legislation.

5.11. The Contracting Partner shall perform the tasks specified in the Agreement, taking into account the business and other legitimate interests of the Purchaser, in such a way that they can be fulfilled to the fullest extent possible.

### **6. RIGHTS AND OBLIGATIONS OF THE PURCHASER**

6.1. The Purchaser shall provide the Contracting Partner with available data, information and documents necessary for the performance of the Agreement by the Contracting Partner, in accordance with the Contracting Partner's request indicated through the System, in a timely and appropriate manner.

6.2. The Purchaser shall fulfil its payment obligation after the performance of the task (Service) specified in the Agreement and the submission of the invoice with the performance certificate attached thereto and signed by the authorized representative of the Purchaser.

### **7. METHOD AND TERMS OF PERFORMANCE**

7.1. Unless otherwise specified in the Agreement, the place of performance shall be the registered office of the Purchaser. The Purchaser is entitled to refuse acceptance of any performance delivered to an address other than that specified in the Agreement.

7.2. The deadline of performance is the performance deadline specified in the Order.

**7.3. Use of Contributors**

- 7.3.1. The Contracting Partner shall primarily perform its services in person; the use of a Contributor (Subcontractor) during performance may only take place with the prior written approval of the Purchaser, the costs of which shall be borne by the Contracting Partner. The Contracting Partner shall indicate to the Purchaser its intention to use a Subcontractor already at the time of submitting the Tender.
- 7.3.2. The Contracting Partner is liable for the conduct of the Contributors as if it had acted itself, and in the event of the unauthorized use of Contributors, the Contracting Partner shall be liable for any damages that would not have occurred without the use of the Contributor.
- 7.3.3. The Purchaser is entitled to withdraw its consent to the participation of a Contributor in particularly justified cases. In such cases, the Contracting Partner shall ensure that the Contributor concerned withdraws from the work immediately after the withdrawal of consent, but no later than within 8 (eight) calendar days, and shall immediately ensure that the Contributor approved in advance in writing by the Purchaser continues the work. The replacement of a Contributor shall not affect the performance deadlines and fees specified in the Agreement.
- 7.3.4. The Contracting Partner undertakes to enforce the provisions relating to the Purchaser's right to approve the Contributors and to inspect the contracts concluded with them, in the contracts to be concluded with the Contributors on the basis of the Agreement. The Contracting Partner shall stipulate in the contracts to be concluded with the Contributors, that the Purchaser's right of approval of the involvement of the Contributors applies not only to undertakings which qualify as Contributors under the Agreement between the Contracting Partner and the Purchaser, but also to undertakings and agents engaged by the Contributor („further subcontractor”).
- 7.4. If the Contracting Partner is unable to provide the Service within the performance deadline specified in the Agreement, it shall inform the Purchaser immediately after becoming aware of this, but no later than within 72 (seventy-two) hours. If the Contracting Partner fails to fulfil its obligation to provide information or fails to do so in a timely manner, it is obliged to reimburse the Purchaser for any damages incurred in connection with the failure to fulfil or delay in fulfilling such obligation to provide information.
- 7.5. If, before expiry of the performance deadline, it becomes apparent that the Contracting Partner will not be able to fulfil its obligations under the Agreement by the due date, and performance is therefore no longer in the interest of the Purchaser, the Purchaser is entitled to withdraw from or terminate the Agreement or exercise its other rights provided for in the GTCP (e.g. enforcement of contractual penalty claims).
- 7.6. The Contracting Partner shall notify the Purchaser in writing of the partial or complete performance of the Agreement.
- 7.7. The Purchaser may not unjustifiably refuse to accept the Contracting Partner's performance if it is in accordance with the Agreement. If the Purchaser finds that the performance is not in accordance with the Agreement, it notifies the Contracting Partner in writing, listing the deficiencies and errors that prevent the acceptance of the performance. Based on the notification, the Contracting Partner shall take measures to contractually perform (correct the errors or remedy the deficiencies). If the Purchaser has also set a deadline for performance in the notification, the Contracting Partner shall fulfil its obligation within this deadline. After remedying the deficiencies or correcting the errors, or after the conditions preventing the acceptability of the Service have ceased to exist, the Contracting Partner again notifies the Purchaser of the performance.

- 7.8. The Purchaser reserves the right to reject any Service that does not fully comply with the Order, the Tender, the Call for Tenders or with the GTCP.
- 7.9. The Service is deemed accepted by the Purchaser when the Purchaser has inspected the Service and the Purchaser's authorized representative has issued a performance certificate of the acceptance of the contractual performance. The performance certificate includes the fact of contractual performance, the time of performance and the consideration. The date of performance by the Contracting Partner is the date of the acceptance statement issued by the Purchaser as described above.
- 7.10. The issuance of the performance certificate does not preclude the Purchaser's right to subsequently assert any claims against the Contracting Partner arising from the Contracting Partner's defective or otherwise non-contractual performance.
- 7.11. The rights related to the Service (e.g. ownership) and all risks and obligations thereto are transferred to the Purchaser without any further conditions at the moment when the Service is performed contractually, at the place designated as the place of performance and has been accepted in accordance with the provisions of Section 7.9 above. If the Contracting Partner is entitled to partial performance under the Agreement, the risk of damage shall only pass to the Purchaser with respect to partial performance approved by the performance certificate when the item subject to partial performance is transferred to the possession of the Purchaser.

## **8. FEES, TERMS OF PAYMENT**

- 8.1. The Fee is specified by the Parties in the Agreement (in the Order, or in the Tender) and may only be modified by changing the scope of the Services, by submitting a new Tender via the System and by placing a new Order based on that new Tender. The Contracting Partner is not entitled to unilaterally modify the Fee, including, in the case of long-term relationships, its automatic annual indexation.
- 8.2. The Fee is determined in such a way that, in accordance with Section 4.2.2 a), it includes all costs and expenses incurred by the Contracting Partner in connection with its tasks specified in the Agreement (including the cost of materials and equipment necessary for the provision of the Services, any taxes, customs duties, fees etc.). Accordingly, the Contracting Partner is not entitled to claim any additional reimbursement of costs or other financial claims from the Purchaser in excess of the Fee.
- 8.3. Unless otherwise agreed by the Parties, the Purchaser is not obliged to pay any advance payment to the Contracting Partner.
- 8.4. The Contracting Partner, upon receipt of the performance certificate issued by the Purchaser, is entitled and obliged to issue the relevant invoice in accordance with the accounting and tax regulations in force at the time, and to send it to the Purchaser. The Contracting Partner acknowledges that in the absence of a regularly issued invoice, the Purchaser is not obliged to make payment.
- 8.4.1. Invoices sent by post shall be sent to the Purchaser's postal address, accompanied by a performance certificate signed by the Purchaser's representatives. The date of receipt of the invoice is the date on which the Purchaser registers its reception.
- 8.4.2. The Contracting Partner may also submit its invoice and the signed performance confirmation as an attachment by email to the email address specified by the Purchaser in the Order. In this case, the date of receipt is the date on which the electronically sent invoice is downloaded by the Purchaser.
- 8.5. The invoice shall be settled by bank transfer to the bank account specified on the invoice issued by the Contracting Partner within **60 (sixty) calendar days** of the date of receipt of the invoice

by the Purchaser.

- 8.6. The Parties consider the date of payment of the Fee to be the date on which the financial institution managing the bank account debits the Purchaser's bank account with the amount payable. If the payment deadline falls on a day-off, a public holiday, a bank holiday or a non-working day, the payment deadline is extended to the next working day in accordance with Section 8:3(3) of the Civil Code.

## 9. CONTRACTUAL PENALTY

- 9.1. Pursuant to Section 6:186(1) of the Civil Code, the Contracting Partner is obliged to pay a contractual penalty in the event of non-performance, delayed performance or defective performance if it breaches the Agreement for reasons for which it is liable. The amount of the penalty specified in the Call for Tenders may differ from the amount specified in this chapter. If the service is related to the provision of an ICT service – product – or process (hereinafter referred to as ICT), in the event of a breach of the solution target time (TRT) assigned to the service levels related to the service packages defined in the Cyber Security and Privacy Requirements document attached to the contract concluded for the performance of this activity, the amounts of the penalties assigned to the TRTs shall apply.
- 9.2. If the Contracting Partner fails to fulfil its obligations under the Agreement within the deadline for reasons for which it is liable, the Purchaser is entitled to a penalty for delay. The base for the penalty for delay is the net value of the Service affected by the delay, the amount of the penalty is 1% of the penalty base per calendar day, for the period from the first day of the delay to the date of actual performance, but may not exceed 20% of the penalty base.
- 9.3. If the Purchaser determines, taking into account the specific nature of the Service, that the Contracting Partner has not performed in accordance with the provisions of the Agreement or in accordance with the Purchaser's requirements, the Purchaser is entitled to a penalty for defective performance. The penalty for defective performance is based on the net value of the Service affected by the defective performance, at a rate of 1% of the penalty base for each calendar day of defective performance, starting from the date of receipt of the complaint regarding the defective performance until the date of rectification of the defect, but may not exceed 20% of the penalty base.
- 9.4. If the performance of the Agreement becomes impossible for reasons for which the Contracting Partner is liable, or the Contracting Partner fails to perform the Service under the Agreement, or the penalty for delay or for defective performance reaches its maximum amount, the Purchaser is entitled to withdraw from or terminate the Agreement and claim a **penalty for failure to perform**. The base for the penalty is the net value of the unperformed Service, and the percentage of the penalty is 30% of the penalty base.
- 9.5. The Purchaser notifies the Contracting Partner of its claim for a contractual penalty in writing, indicating the legal basis and amount thereof. The enforcement of the Purchaser's claim for a contractual penalty shall not constitute a waiver of any other claims of the Purchaser. Under Section 6:187(3) of the Civil Code, the Purchaser is also entitled to claim damages in excess of the contractual penalty from the Contracting Partner.
- 9.6. If the Contracting Partner disputes the Purchaser's claim for a contractual penalty, it shall immediately notify the Purchaser thereof in writing. If the Contracting Partner does not dispute the Purchaser's claim for a contractual penalty within 2 (two) days of receipt, the claim for a penalty shall be deemed accepted.
- 9.7. The Purchaser is entitled to withhold the contractual penalty due from the value of the invoice submitted and to offset it against the Contracting Partner's claim against the Purchaser. The Purchaser informs the Contracting Partner of the offset in writing.

- 9.8. If withholding and offsetting is not possible, the Contracting Partner shall transfer the amount of the penalty due to the Purchaser within 15 (fifteen) calendar days of receipt of the payment reminder, in a single sum, to the account specified by the Purchaser in the payment reminder.

## **10. FORCE MAJEURE**

- 10.1. It shall not constitute a breach of contract if the Party's delay in performance or failure to perform any other obligation under the Agreement is the result of a Force Majeure Event. If a Force Majeure Event occurs, the Party that becomes aware of the Force Majeure Event shall immediately notify the other Party in writing of the Force Majeure Event, its expected duration and the extent to which the Force Majeure Event affects the performance of the Agreement.
- 10.2. In the event of a Force Majeure Event lasting 90 (ninety) days, the Parties shall consult in good faith regarding the performance of the Agreement. If the consultations do not lead to a result within 45 (forty-five) days, either Party is entitled to withdraw from the Agreement without any liability for damages, or, if withdrawal is no longer possible, to terminate it.

## **11. WARRANTY, GUARANTEE**

### **11.1. Warranty**

- 11.1.1. The Contracting Partner bears legal and product warranty for the Services provided by it in accordance with the Civil Code and the specific rules governing the Services or its activities.
- 11.1.2. The Contracting Partner warrants:
- a) that it will provide the Services specified in the Agreement with the expected professionalism, technical standard and care, in compliance with the provisions of the Agreement at all times;
  - b) that the performance of the Agreement complies in all respects with the statutory requirements, administrative rules and the requirements set out in the Agreement at the time of performance and during the mandatory warranty period prescribed by law;
  - c) the professional quality of the Services provided by it under the Agreement;
  - d) the virus-free nature of data carriers provided and used by it (if applicable);
  - e) that it provides sufficient time, manpower and resources to fulfil its obligation under the Agreement and complies with the deadlines set by the Purchaser;
  - f) the Services provided to the Purchaser under the Agreement, the equipment, goods and materials delivered are free from defects, deficiencies and damage and comply with the requirements set out in the Agreement for at least 24 (twenty-four) months from the date of performance of the Services. If the applicable laws provide for a longer warranty period for the Service, such period shall prevail.
- 11.1.3. The Contracting Partner warrants that no third party has any rights to the Services provided by it (including all items and Intellectual Property used in the performance of the Agreement) that would affect or limit the rights and obligations of the Purchaser under the Agreement in any way beyond those set out in the Agreement. The Contracting Partner is liable for and warrants that it is entitled to transfer the rights set out in the Agreement to the Purchaser, that it has the consent of any third parties that may be required for the transfer or assignment of rights, and that no third party (rights, claims) shall restrict or impede the Purchaser's acquisition or exercise of rights in any other way.
- 11.1.4. The Contracting Partner is not released from its warranty obligations by the Purchaser's acceptance statement, performance certificate or failure to carry out an inspection.

11.1.5. The Parties expressly note that hidden defects that existed at the time of acceptance of the Service also constitute defective performance and are thus included in the warranty obligation.

11.1.6. The Purchaser shall notify the Contracting Partner of any defects immediately upon discovery.

## **11.2. Commercial guarantee**

11.2.1. The Contracting Partner provides a commercial guarantee for the performance of the Agreement.

11.2.2. Within the scope of the commercial guarantee obligation, the Contracting Partner undertakes that the professional standard and quality of the Services provided under the Agreement comply with the conditions set out in the Agreement, the applicable laws and regulations, and administrative rules. The period of the commercial guarantee is 24 (twenty-four) months from the date of performance of the Agreement (from the date of the performance certificate) (in the case of a statutory commercial guarantee, the period specified in the relevant legislation).

11.2.3. Within the scope of the commercial guarantee, the Contracting Partner shall repair or replace any defects arising within the scope of the Agreement and within the scope of the Contracting Partner's control without any additional consideration.

11.2.4. The Contracting Partner shall commence the repair immediately after the Purchaser's notification thereof, but no later than 3 (three) calendar days, and shall complete it within the shortest time possible, preferably within 15 (fifteen) calendar days, without additional consideration. After the defect has been identified and assessed, the Parties shall record in a report the expected deadline for the performance of the work to be carried out under the commercial guarantee.

11.2.5. All costs related to the fulfilment of the commercial guarantee obligation are borne by the Contracting Partner.

11.2.6. If the Contracting Partner fails to remedy the defect or replace the undelivered Service within a reasonable period of time, the Purchaser may have the defect remedied or the Service replaced by a third party at the expense of the Contracting Partner.

11.2.7. The Contracting Partner is not released from its commercial guarantee obligation by the Purchaser's performance certificate or failure to carry out an inspection.

## **12. ADDITIONAL PROVISION CONCERNING AGREEMENTS FOR WORK AIMED AT ACHIEVING A SPECIFIC RESULT**

### **12.1. Rights and obligations of the Parties**

12.1.1. The Contracting Partner shall provide the tools and materials necessary for the performance of the Service.

12.1.2. The Purchaser shall create the conditions for the economical and coordinated performance of works carried out in the same work area.

12.1.3. The Contracting Partner shall perform the Service in accordance with the Purchaser's instructions, in the Purchaser's best interests, in accordance with the applicable Hungarian laws and regulations, professional standards, in compliance with labour-, fire-, and environmental protection regulations, and with the utmost care that can be expected from it. In the event of unreasonable or unprofessional instructions from the Purchaser, the

Contracting Partner shall draw the Purchaser's attention to this in writing. If, despite the warning, the Purchaser maintains its instructions in writing, the Contracting Partner may terminate or withdraw from the Agreement or perform the Service in accordance with the Purchaser's instructions, at the risk of the Purchaser. The Contracting Partner must refuse to carry out the instructions if their execution would lead to a violation of the law or an administrative decision or would endanger the person or property of others.

- 12.1.4. The Contracting Partner is fully liable for the performance of the Agreement in accordance with its technical content and within the contractual deadline. The Purchaser's statement of acceptance of performance does not release the Contracting Partner from its liability for results.
- 12.1.5. The Contracting Partner shall ensure the safety of persons and property and to compensate for any damage caused. The Contracting Partner bears full liability for any damage caused intentionally as a result of unprofessional work.
- 12.1.6. The Purchaser is entitled to inspect the performance of the Contracting Partner at any time. The Parties note that the Contracting Partner is not exempt from the legal consequences of breach of contract if the Purchaser has failed to carry out the inspection or has carried it out improperly. During the inspection, the Purchaser is entitled to inspect the documents relating to the transaction and to request information or release of original documents by the Contracting Partner.

## **12.2. Performance**

- 12.2.1. The Contracting Partner shall deliver the subject matter of the Service (work) to the Purchaser within the framework of a handover procedure. Upon notification by the Contracting Partner, the Purchaser sets the date of the handover procedure and ensures that all interested parties are invited.
- 12.2.2. During the handover procedure, the Purchaser inspects the Service and the Parties carry out all tests necessary to establish that the performance is contractual, thus jointly assuring that the Service reported as completed, work performed is indeed contractual, and that the quality and quantity of the goods delivered meet the requirements set out in the Agreement, as well as the legal criteria and relevant standards. The Parties record their findings regarding performance in a handover report.
- 12.2.3. Until the successful completion of the handover procedure (issuance of the performance certificate), the risk of damage and loss arising in connection with the performance is borne by the Contracting Partner.

## **12.3. Warranty**

- 12.4. In addition to the provisions of Section 11.1, the Contracting Partner warrants that the materials provided and used by it for the provision of the Service
  - 12.4.1. comply with the conditions and descriptions set out in the Order, the Tender and the Call for Tenders;
  - 12.4.2. are free from defects and free from any faults that would make them unsuitable for the purpose specified in the Call for Tenders or significantly reduce their value;
  - 12.4.3. are free from design, material and manufacturing defects;
  - 12.4.4. have a certificate of origin, if expressly requested by the Purchaser.
- 12.5. The Contracting Partner further warrants that the Service shall be performed in accordance with

Good Engineering Practice, where applicable.

## 12.6. Work and fire safety, and environmental protection

### 12.6.1. Procuring a service

- a) The Contracting Partner shall operate in accordance with the work and fire safety, and environmental protection regulations in force at any given time, carry out its work in compliance with such regulations, and, if access to the work site is necessary in connection with the performance, it shall consult in advance, and, after handover of the work site, carry out its tasks in accordance with the safety rules in force at the work site.
- b) After the handover of the work site, the Contracting Partner shall coordinate the work of any subcontractors, when applicable, in accordance with the relevant legislation and shall employ a Health and Safety Coordinator.
- c) In accordance with the relevant legislation, the Contracting Partner shall have a risk assessment for the activities it performs and risk reduction measures to prevent dangerous situations, accidents and environmental incidents. Upon the written request of the Purchaser, this document, as well as the documents required by the Mvt. to be prepared shall be sent by the Contracting Partner in full to the Purchaser prior to the commencement of the work.
- d) The Contracting Partner shall ensure that its employees receive valid work and fire safety, and environmental protection and risk-reduction training, as well as site-specific training in accordance with the rules of the Purchaser and shall document that such training has been provided. Proof of training shall be presented at the request of the Purchaser.
- e) The Contracting Partner shall be responsible for ensuring that its employees wear the personal protective equipment required for their work and that such equipment is in good condition and inspected as prescribed.
- .
- f) For the performance of the service, the Contracting Partner may only use tools, equipment, machines and products with CE marking, a manufacturer's declaration of conformity, and instructions for use and maintenance in Hungarian, as well as documented safety inspections valid in accordance with the relevant legislation for safe use. At the request of the Purchaser, these documents must be presented before the commencement of the work.
- g) The Contracting Partner shall keep the safety data sheets for the chemicals used in the service on site during the provision of that service.
- h) During the provision of the service, the Contracting Partner shall collect the waste and sewage produced by itself and its subcontractors in accordance with the Purchaser's rules and the relevant legislation and shall transport it in a proper and verifiable manner. Ownership of the waste is non-transferable.
- i) The Contracting Partner shall ensure that its subcontractors also fully comply with the work and fire safety, and environmental protection provisions of the GTCP and the on-site rules, which shall be regularly checked and documented.
- j) All work incidents or extraordinary events must be reported to the other Party without delay, and the Parties shall cooperate in investigating the event.
- k) The Contracting Partner shall indemnify the Purchaser for all costs, claims and obligations arising from the Contractual Partner's breach of the applicable work and fire safety, and environmental protection regulations (including accidents, damage or fines imposed by the authorities).

#### 12.6.2. Procuring goods

- a) The Contracting Partner warrants that the goods it distributes comply with the applicable work health and safety, fire safety, environmental protection and safety regulations and standards.
- b) The Contracting Partner shall ensure that hazardous substances, mixtures and goods coming into contact with them are labelled appropriately and accompanied by safety data sheets and instructions for use in Hungarian, and to hand over the documents to the Purchaser at the same time as the product is delivered.
- c) The Contracting Partner shall ensure that the machines, tools, equipment and products intended for work are CE marked, accompanied by a manufacturer's declaration of conformity and instructions for use and maintenance in Hungarian. The Contracting Partner shall deliver these documents to the Purchaser at the time of delivery, as accompanying documents for the product.
- d) A The goods delivered by the Contracting Partner must be suitable for their intended and safe use. The Purchaser reserves the right to inspect the products from a work safety perspective and to reject them in the event of non-compliance.
- e) The Contracting Partner shall indemnify the Purchaser for all costs, claims and obligations arising from the Contracting Partner's breach of the applicable work and fire safety, and environmental protection regulations (including accidents, damage or fines imposed by the authorities).

#### 12.6.3. Work and fire safety, and environmental protection penalty:

In the event of a breach of the relevant work and fire safety, and environmental protection laws and regulations, as well as the rules set forth in the Purchaser's GTCP, the Contracting Partner shall pay a contractual penalty in accordance with Section 9 of the GTCP.

### 13. PROVISIONS RELATING TO INTELLECTUAL PROPERTY

13.1. For the sake of clarity, the Parties introduce the following terms in the GTCP:

- 13.1.1. „Intellectual property created for the Purchaser”: All works protected by Act LXXVI of 1999 on copyright (hereinafter: „Szjt.”), created by the Contracting Partner during the performance of the Agreement for the Purchaser and handed over to the Purchaser, regardless of their form of appearance or data carrier (this category includes, but is not limited to, software developed by the Contracting Partner for the Purchaser, documents created and databases established).
- 13.1.2. „Boxed software”: All works protected by copyright, regardless of their form of appearance or data carrier (particularly, but not limited to, software products, licenses), which are commercially available and are used in an unmodified form for the performance of the Agreement.
- 13.1.3. „Intellectual Property”: „Intellectual property created for the Purchaser”, and „Boxed software” together.
- 13.2. The Contracting Parties settle their rights and obligations relating to Intellectual Property to be transferred under the GTCP and the Agreement in accordance with the provisions of Szjt. as the background legislation applicable to the provisions of the GTCP.
- 13.3. Unless otherwise stipulated in the Agreement, the ownership (property right) of the „Intellectual property created for the Purchaser” or, if the acquisition of ownership is excluded by law, the right to use / utilize / exploit it without any restrictions in terms of time, space or number of uses, shall belong to the Purchaser. With regard to the rights of use relating to „Intellectual property created for the Purchaser” for which the transfer of property rights is not permitted under the

applicable laws, the Purchaser shall receive a license from the Contracting Partner for all known types of use (including the right to modify, adapt, copy, reproduce, reverse engineer and sublicense to third parties), and such rights shall be transferred without any restrictions in terms of time or territory, on an exclusive basis.

- 13.4. The rights of use (license) relating to „Boxed software” shall be governed by the information provided by the software owner (distributor) and the terms and conditions of the contract, which the Contracting Partner shall provide to the Purchaser in full at the time of delivery in terms of quality and quantity, or shall inform the Purchaser of the means of obtaining such information.
- 13.5. Based on the agreement between the Contracting Parties, the fee payable to the Contracting Partner includes, in all cases, the consideration for the transfer of the rights to the „Intellectual Property” – as defined in the GTCP and the Agreement – and the usage fee, the amount of which is deemed by the Parties to be proportionate in all respects.
- 13.6. In the course of its performance, the Contracting Partner may only use documentation, works, creations, products etc. that are protected by copyright, patent or trademark for which it has the appropriate copyright. The Contracting Partner assumes a legal warranty for the rights related to „Intellectual Property”, in the event of failure to do so, the Contracting Partner is liable for full compensation and is obliged to satisfy any claims made against the Purchaser on this basis. The Contracting Partner undertakes to immediately reimburse the Purchaser for all damages and costs incurred in connection with this, or to fully indemnify the Purchaser against such damages.

#### **14. AMENDMENT, TERMINATION AND CANCELLATION OF THE CONTRACTUAL RELATIONSHIP**

- 14.1. The Parties may amend the Agreement only by mutual agreement and in accordance with the relevant laws. The Parties agree that the Agreement shall be amended primarily through the System – if the amendment to the Agreement is recorded in a separate document in writing, the Parties shall take steps to enter the amendments into the System as soon as possible. Changes in the data of the Parties registered in the company register or with other authorities, in particular changes in their registered seat, representatives, bank account number, and changes in the data of the contact persons does not constitute an amendment to the Agreement.
- 14.2. The fixed-term contractual relationship terminates upon expiry of the term specified in the Agreement and/or upon full performance of the contractual obligations.
- 14.3. In the absence of a different agreement between the Parties, either Party is entitled to terminate the Agreement concluded for an indefinite period by giving 30 (thirty) days’ notice without cause by means of a unilateral legal declaration.
- 14.4. In the case of both fixed-term and indefinite Agreements, the Purchaser is entitled to withdraw from the Agreement by giving a written notice without cause until the commencement of the performance.
- 14.5. The Parties are entitled to terminate the Agreement with immediate effect (by withdrawal or, if this is not possible, by termination) if the other Party seriously breaches its obligations under the Agreement.
- 14.6. The following cases, in particular, but not exclusively, shall be considered serious breaches of contract on the part of the Contracting Partner:
  - 14.6.1. the contractual penalty for delay imposed on the Contracting Partner has reached the maximum amount;
  - 14.6.2. bankruptcy or liquidation proceedings have been initiated against the Contracting Partner by a

final court decision, its tax number has been deleted, the Contracting Partner has entered winding-up proceedings, the Contracting Partner has been declared dissolved by the commercial court, or compulsory liquidation proceedings have been initiated against it;

- 14.6.3. the Contracting Partner disregards the written instructions and comments made by the Purchaser, and the Contracting Partner fails to remedy or supplement an action or omission noted by the Purchaser within the set deadline upon the Purchaser's written request or repeatedly breaches contract;
- 14.6.4. the Contracting Partner breaches its confidentiality obligation based on law or the Agreement;
- 14.6.5. the conduct or actions of the Contracting Partner damage the Purchaser's reputation or goodwill;
- 14.6.6. the Contracting Partner fails to meet the performance deadline to such an extent that performance is no longer in the interest of the Purchaser;
- 14.6.7. the Contracting Partner has outstanding debts to the Purchaser or any company belonging to the 4iG Group exceeding 30 (thirty) days and amounting to or exceeding EUR 10.000 gross, i.e. a gross amount of ten thousand euros (*in the case of debts denominated in a different currency, the debt shall be converted into EUR based on the exchange rate of the European Central Bank (ECB fixing) for the given currency / EUR*);
- 14.6.8. the Contracting Partner or any person acting on its behalf violates the provisions of the Code of Ethics;
- 14.6.9. the Contracting Partner violates the provisions of the Agreement or legal requirements concerning the experts, employees or agents to be involved in the performance.
- 14.7. Only the following cases shall be considered serious breaches of contract on the part of the Purchaser:
  - 14.7.1. the Purchaser is in default with any of its payment obligations and fails to perform within 30 (thirty) days of receipt of the Contracting Partner's payment reminder;
  - 14.7.2. the Purchaser is subject to liquidation or winding-up proceedings by a final court decision, its tax number is deleted, the Purchaser is declared dissolved by the commercial court, or compulsory liquidation proceedings are initiated against it with final effect.
- 14.8. In the event of termination or cancellation of the contractual relationship for any reason, the Parties shall settle their accounts with each other.
- 14.9. All contractual provisions shall remain in force after performance or termination of the contractual relationship insofar as the meaning and content of such provisions indicate that it was the intention of the Parties that they should remain in force between the Parties after termination or expiry of the contractual relationship (in particular provisions relating to confidentiality, data protection, warranty and commercial guarantee and legal disputes).

## 15. COMPLIANCE CLAUSES

- 15.1. The Contracting Partner acknowledges that the Compliance Clauses set out in Annex 1 to the GTCP form an integral part of the GTCP and that the obligations contained therein are binding on the Purchaser and the Contracting Partner.
- 15.2. If an Order placed in accordance with the GTCP also includes tasks related to the processing of personal data, on the basis of which the Contracting Partner acts as a data processor on behalf of

the Purchaser, the Contracting Partner acknowledges that the Data Processing Terms set out in Annex 2 to the GTCP shall form an integral part of the GTCP.

- 15.3. If the requirement specified in Section 15.2 applies, the Contracting Partner shall make a unilateral written statement, as required by the Purchaser, regarding the detailed circumstances of data processing. If there is a change in the detailed circumstances of data processing during the course of the legal relationship under the GTCP, the Contracting Partner undertakes to notify the Purchaser of this change by means of a unilateral written statement issued by the Purchaser.

## **16. CONFIDENTIALITY**

- 16.1. The Parties and their agents shall treat Confidential Information, regardless of their form, as confidential and shall use those solely for the purpose of conducting the procedure preceding the conclusion of the Agreement and performing the Agreement, they shall not treat those in a manner jeopardizing or harming the interests of the other Party, nor disclose those to third parties in any way, nor make those publicly accessible, also including verbal communication.
- 16.2. The Party receiving Confidential Information shall
- 16.2.1. use Confidential Information strictly for the purposes set forth in Section 16.1;
  - 16.2.2. only disclose Confidential Information to persons acting in connection with achieving the purpose set out in Section 16.1;
  - 16.2.3. store Confidential Information in a secure location and take reasonable steps to prevent unauthorized access to the information and to prevent the destruction, damage, or loss of the information;
  - 16.2.4. only make copies or summaries of the Confidential Information if that is necessary to achieve the purpose specified in Section 16.1 and in cases specified in Section 16.2.7;
  - 16.2.5. not export the Confidential Information nor authorize its export if that would violate any applicable export regulation;
  - 16.2.6. immediately notify the other Party upon becoming aware that the Confidential Information has been disclosed to unauthorized person or it is in the possession of an unauthorized person;
  - 16.2.7. upon written request of the other Party, immediately return or destroy the Confidential Information of that other Party. The receiving Party may copy the Confidential Information and retain that if required by law and/or administrative rule, and if the information has been automatically generated by a system creating backup copies or is stored by such a system, provided that system is not accessible in the normal course of business.
- 16.3. The Party shall be entitled to disclose the Confidential Information after having obtained the prior written consent of the other Party or if that is required by law, or by a court- or administrative decision, provided that prior to such disclosure the receiving Party concerned:
- 16.3.1. provides the providing Party reasonable time to request interim measures or other similar remedies to protect the Confidential Information; or
  - 16.3.2. takes reasonable steps to obtain written guarantee from the court or the authority concerned that it will provide the Confidential Information with adequate level of protection.
- 16.4. The confidentiality obligation shall be binding on the Parties without limitation in time.
- 16.5. Breach of confidentiality constitutes a serious breach of contract. The parties shall be fully liable for any damage caused to each other as a result of a breach of confidentiality.

- 16.6. The Parties agree that in the event of a breach of the confidentiality provisions, the Purchaser shall be entitled to withdraw from the Agreement with immediate effect or to terminate the Agreement with immediate effect. Exercising the right of withdrawal or termination shall not exclude the enforcement of claims arising from the breach of confidentiality obligations or the application of other civil or criminal sanctions in connection therewith, or the initiation of the application of such sanctions.
- 16.7. Moreover, upon the performance, the termination, or the cancellation of the Agreement, the Contracting Partner and Participant shall destroy all information carriers (including, but not limited to notes, data archiving devices, etc.) and delete data stored on the electronic devices created in connection with the service it has provided, in such a way that the data stored become unreadable, incomprehensible, or irretrievable.
- 16.8. The Parties shall inform their affiliated companies, relevant employees, eventual Contributors, agents of the confidentiality obligations set forth in the GTCP and shall assume full responsibility in their regard for the fulfilment of such confidentiality obligations.
- 16.9. Confidential Information and the rights to the related Intellectual Property shall remain the property of the providing Party at all times. The receiving Party shall not acquire any rights to any Intellectual Property in connection with the Confidential Information. The receiving Party shall not register or apply for any rights to Intellectual Property in relation to the Confidential Information and shall ensure that the persons listed in Section 16.8 also act accordingly.
- 16.10. The providing Party warrants to be entitled to disclose the Confidential Information to the receiving Party.
- 16.11. The Parties agree that the Agreement and its contents may be shared within the 4iG Group without the separate consent of the Contracting Partner, and that shall not violate the confidentiality obligation set out in this chapter.
- 16.12. The Contracting Partner and the Participant are aware that the Purchaser is 4iG Nyrt., an issuer of public interest, having its registered seat in Hungary, and defined by the Tpt. as a regulated information provider, whose financial instruments are traded on a regulated market and is therefore obliged to, and where applicable, may be required to provide information and disclose data both by the Tpt. and by other EU legislation, as well as by the General Terms and Conditions of the Budapest Stock Exchange. The Contracting Partner and the Participant are also aware that the above obligations of the Purchaser also include disclosure obligations relating to inside information that may be applicable by the directives on the definition of inside information, of insiders, of insider dealing, of the prohibition of market manipulation and the legal consequences thereof, by the rules on keeping the register of insiders, by the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 (“MAR”), and by the related implementing regulations. The Contracting Partner and the Participant express their intention to cooperate in order to ensure that the Purchaser fulfils all of its obligations set out in this Section in a timely manner and in accordance with the law and other rules, taking also into account the provisions of the confidentiality rules set out in this Agreement. Within the framework of their cooperation, the Contracting Partner and the Participant shall provide the data requested by the Purchaser in accordance with the law and by indicating the reason and purpose, and shall make the necessary declarations.

## **17. BUSINESS ETHICS**

- 17.1. During the performance of the Agreement, the Parties shall refrain from any conduct infringing or jeopardizing the legitimate interests of the other Party or which would be contrary to the requirements of business integrity.

## **18. COMMUNICATION**

- 18.1. The Parties shall primarily communicate with each other through the System, in Hungarian. Should the data processing terms set out in Annex 2 of the GTCP also apply to the legal relationship of the Parties, notifications regarding the circumstances of the data processing shall be sent to the address specified in Section 2.2 of Annex 2 of the GTCP.
- 18.2. If, due to the circumstances, communication via the System is not practical or feasible for any reason, the Parties shall send their notifications relating to the Agreement to the other Party in writing (i) by email, (ii) by registered mail with acknowledgement of receipt, or (iii) by an internationally recognized courier service. In urgent cases, the Parties may also inform each other orally or by telephone, provided that the content of the oral communication is recorded in the System by the Parties as soon as possible or at least confirmed subsequently by electronic mail.
- 18.3. The notification shall become effective upon arrival of the receipt, and the date of delivery shall be deemed to be: (i) in case of notification sent through the System; (ii) in case of delivery in person, by registered mail or by courier service, the date of delivery indicated on the return receipt/delivery confirmation; (iii) in the case of delivery by electronic mail, the date of dispatch. If, in any event, delivery takes place outside business hours, the time of delivery of the notification shall be the start of the business hours of the following business day. If the notification is sent by post to the correct address and it is clear from the confirmation requiring the signature of the receiving Party that delivery was unsuccessful because the receiving Party did not collect the notification, refused to accept it, or delivery was prevented, the notification shall be deemed to have been delivered on the fifth (5th) business day following the second delivery attempt.
- 18.4. For communication outside the System, the Parties shall designate contact persons in the Tender and in the Order. The Parties shall notify the other Party through the System and/or in writing within 3 (three) business days of any change in the contact persons or their other details, or in the contact or other details of either Party as specified in the Agreement. The Party failing to notify the other Party of any change in such data shall be liable for all incurring damages.

## **19. CHANGE OF CONTROL**

- 19.1. A Change of Control of the Purchaser, including but not limited to any direct or indirect change in ownership, control, ultimate beneficial ownership, or management shall not affect the validity or performance of this GTCP. All rights, obligations and liabilities of the Purchaser under this GTC shall continue in full force and effect irrespective of such Change of Control, and this GTC shall remain binding upon and enforceable against the Purchaser and its successors and assigns.
- 19.2. The Contracting Partner shall notify the Purchaser in writing of any possible or actual Change of Control in relation to the Contracting Partner as soon as it is possible and, in any case, no later than 90 calendar days prior to the anticipated completion thereof (or, if prior notice is legally prohibited, within 60 calendar days from the occurrence of such event). The Contracting Partner shall provide the Purchaser with all relevant and supporting information, including but not limited to:
- a) corporate and ownership structure before and after the Change of Control,
  - b) identity and background of the new controlling person(s) or entity(ies),
  - c) financial reports or equivalent proof of financial standing of the new controlling entity,
  - d) any regulatory required approvals and notifications, and
  - e) any other information reasonably requested by the Purchaser.
- 19.3. The Purchaser shall be entitled, at its sole discretion, to terminate the Agreement in part or in

whole with immediate effect by written notice to the Contracting Partner, if it reasonably considers that such Change of Control affects, or is likely to affect, the Purchaser's legitimate interests, including but not limited to competitive, regulatory, sanction or exporting rights, or security or financial stability or reputational considerations.

- 19.4. Instead of termination, the Purchaser may require the Contracting Partner to provide additional assurances, undertakings or amendments to the Agreement as a condition for continuation of the contractual relationship. Failure to comply with such requirements within a period specified by the Purchaser shall entitle the Purchaser to terminate the Agreement with immediate effect.
- 19.5. The Contracting Partner shall notify the Purchaser on the Change of Control in accordance with the requirements of applicable law, – including, but not limited to the Capital Market Act, the Market Abuse Regulation (the Market Abuse Regulation), and Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, repealed by Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 (“MAR”) – within a reasonable time, but no later than 15 days after the Change of Control has taken place.
- 19.6. The Contracting Partner shall, within the framework of the information provided in Section 19.5, inform the Purchaser of at least on the following:
  - the date of the Change of Control;
  - the scope of goods or services provided to the Purchaser under the Agreement that are affected by the Change of Control;
  - the natural and/or legal persons involved in the Change of Control;
  - the nature of the Change of Control (e.g., acquisition of voting rights, right to appoint and/or dismiss executive officers);
  - the share acquired by natural and/or legal persons affected by the Change of Control in the Contracting Partner.
- 19.7. Based on the information provided in Section 19.6, the Purchaser shall examine within a reasonable period of time whether it is justified to terminate the Agreement in accordance with Section 19.3 or to proceed in accordance with Section 19.4 based on the information provided by the Contracting Party in Section 19.6.
- 19.8. If the Change of Control results in the Contracting Partner being controlled, directly or indirectly, by a competitor of the Purchaser or by an entity related to such a competitor in accordance with the concept of Change of Control, the Purchaser shall have the right to terminate the Agreement with immediate effect. Alternatively, the Purchaser may impose ring-fencing obligations on the Contracting Partner, including but not limited to the establishment of information barriers, restrictions on access to the Purchaser's confidential information, and other measures necessary to safeguard the Purchaser's interests.
- 19.9. The Contracting Partner warrants that any Change of Control shall not result in the Contracting Partner losing or jeopardising any license, regulatory approval or any other authorisation required for the performance of the Agreement. The Contracting Partner shall indemnify and hold the Purchaser harmless from and against any losses, damages, costs, liabilities or expenses arising out of or in relation with a breach of this obligation.
- 19.10. All rights and obligations of the Parties from the Agreement, including but not limited to provisions about liability, confidentiality, indemnification, warranties, intellectual property and dispute resolution, shall survive and continue to apply notwithstanding any Change of Control

of either Party.

## **20. FINAL PROVISIONS**

### **20.1. Obligation of cooperation and of information**

The Parties shall cooperate fully with each other during the procedure preceding the conclusion of the Agreement and during the performance of the Agreement, and shall inform each other of any circumstances relevant to the procurement procedure or to the performance of the Agreement. The Party in breach of the obligation of cooperation and information shall be fully liable for all incurring damages.

### **20.2. Relation of the Agreement and the GTCP**

The GTCP form an integral part of the Agreement which is valid only in conjunction with the GTCP.

### **20.3. Publication and amendment of the GTCP**

The Purchaser shall publish the GTCP on its website and in the System, and shall also indicate in the Call for Tenders and in the Order where the GTCP is available. The Purchaser shall be entitled to unilaterally amend the GTCP at any time. The amended GTCP shall take effect upon publication on the website.

### **20.4. Applicable law**

The procedure for procuring the Service and the Agreement shall be governed by Hungarian law. Issues not regulated in the GTCP or the Agreement shall be governed by the provisions of the Civil Code and the applicable law in effect.

### **20.5. Dispute resolution**

The Parties shall take every effort to resolve any disagreement or dispute arising between them under or in connection with the Agreement primarily by peaceful means and through good faith negotiations. If the consultations do not lead to a result within 30 (thirty) calendar days from their commencement, either Party shall be entitled to enforce its claim against the other Party before a court of law or by other legal means. The Parties agree that the courts of the Purchaser's registered office shall have exclusive jurisdiction to settle any dispute arising from the Agreement.

### **20.6. Partial invalidity**

Should any provision of the Agreement or its application conflict with the law, become invalid or unenforceable, or be declared to be unlawful, invalid or unenforceable by a competent court, the remaining provisions of the Agreement shall remain in full force and effect. Such invalid or unenforceable provisions of the Agreement shall be replaced by the provisions of the Civil Code.

### **20.7. Assignment and transfer**

The Parties agree that the Contracting Partner shall only be entitled to assign any claims arising from the Agreement and to transfer the Agreement with the prior written consent of the Purchaser. The Purchaser shall be entitled to assign its claims and to transfer the Agreement within the 4iG Group without the prior written consent of the Contracting Partner.

### **20.8. No exclusivity**

The provisions of the Agreement shall not restrict the Purchaser from using services or procuring goods identical or similar to the Services provided by the Contracting Partner under the

Agreement from any third party. The Contracting Partner shall cooperate in all respect with other suppliers and service providers designated by the Purchaser.

#### 20.9. **Publicity**

The Contracting Partner shall only be entitled to use the Purchaser's name as a reference by the Purchaser's prior written consent. The Contracting Partner shall only be entitled to publish any information relating to the subject of the Agreement by the Purchaser's prior written consent.

## 1. ANNEX – COMPLIANCE CLAUSES

### 1. DEFINITIONS

With regard to this Annex:

**„Contracting Party”** Contracting Party, as set out in the GTCP.

**„4iG Group Member”** the Purchaser, as set out in the GTCP.

**„Agreement”** the general terms and conditions annexed to these Compliance Clauses.

**„Supply Chain”** All activities within the territory of Hungary and abroad related to all products and services of the Contracting Party that are necessary for the production of goods and for the provision of services, from the extraction of raw materials to the delivery to the end user, including the activities of the Contracting Party within its own business competence, the activities of direct suppliers and the activities of indirect suppliers.

For the purposes of this Annex, "Contracting Party" and "4iG Group Member" shall collectively be referred to as "Parties".

### 2. CODE OF ETHICS AND ESG REQUIREMENTS

2.1. By signing the Agreement, the Contracting Party acknowledges to have accessed the 4iG Group Business Partner Code of Ethics at <https://www.4ig.hu/etika-es-compliance>, to have read and understood its contents, and agrees to be bound by the principles and basic requirements set forth therein. Should the Contracting Party have similar regulations and makes the content thereof known to the 4iG Group Member, the 4iG Group Member shall recognize those as binding in relation to its performance. The Contracting Party expressly accepts by the Agreement that the 4iG Group Member may audit the Contracting Party in order to verify compliance with the Business Partner Code of Ethics and with anti-corruption provisions. Detailed requirements for the audit are set out in the Business Partner Code of Ethics.

2.2. The Contracting Party undertakes to comply with the applicable legal provisions relating to ESG (Environmental, Social, Governance) requirements and with the ESG principles defined by the 4iG Group Member. The 4iG Group Member is entitled to initiate an ESG compliance audit. In the event of a serious breach or of sustainability deficiency on the part of the Contracting Party, the 4iG Group Member shall draw up a corrective action plan together with the Contracting Party. Should the Contracting Party fail to comply with the measures set out in the corrective action plan, the 4iG Group Member may suspend or permanently terminate the business relationship.

2.3. By accepting the Agreement, the Contracting Party also undertakes to enforce the requirements set out in the Business Partner Code of Ethics and the ESG criteria in its own Supply Chain.

### 3. ANTI-CORRUPTION PROVISIONS

3.1. The Parties declare that, in accordance with ethical business conduct, the business decision contained in the Agreement and the terms and conditions relating to the content of the Agreement have been established on the basis of objective criteria. Both Parties consider it important that the Agreement be concluded on a purely commercial basis.

3.2. During the performance of the Agreement, the Parties, their employees and affiliated companies shall not, either directly or indirectly, pay or offer money or other valuables, or otherwise promote such payments to third parties in order to influence their actions and/or decisions, or to obtain any unauthorized benefit or advantage (hereinafter referred to as "**Acts of Corruption**"). Acts of Corruption include, among others, acts that are classified by Hungarian law and international rules as active or passive bribery, extortion, pressure to accept bribes, undue influence, commercial bribery or money laundering, as well as

any other act that violates applicable anti-corruption laws and international anti-corruption rules, with particular regard to the provisions of the USA (Foreign Corrupt Practices Act of the United States) and the UK (Bribery Act 2010).

3.3. Furthermore, the Parties shall consider as Act of Corruption any act contrary to law or public morality whereby unjustified advantage is granted to another person in exchange for money or for other benefits or for the prospect of such benefits.

3.4. The 4iG Group rejects corruption and the Acts of Corruption, and takes decisive action against all their forms. Standing against corruption is not only a legal and moral obligation, but also a business interest.

3.5. The Parties shall act in an honest and ethical manner during the performance of their activities and shall require and enforce the same from their agents.

3.6. Neither party shall offer, give, request or accept any benefit for the purpose of bribery.

3.7. A bribe is defined as offering someone an unfair or unlawful advantage, favour, or incentive with the aim of influencing a decision, such as unauthorized money, gifts, hospitality, kickbacks, or other benefits.

3.8. The Contracting Party hereby declares:

3.8.1. not to give anyone, nor to accept cash or cash equivalent payment or other marketable securities;

3.8.2. to give or accept gifts, hospitality, or other benefits only if expressly permitted by law;

3.8.3. not to offer, either directly or indirectly, gifts, entertainment, hospitality or any other items of material value to any business partner, supplier or carrier in order to obtain or retain a business, influence a business decision or gain an unfair advantage in a decision-making process;

3.8.4. that the acceptance of business gift, hospitality or other service offering may only fair within the scope of normal business practice if there is no apparent intention to influence, and their acceptance does not affect decision-making; and that business gifts, hospitality or other service offering may only be accepted if they are fair within the scope of normal business practice and if there is no indication of an intention to influence and their acceptance has no influence on the decision-making.

3.9. Parties hereby declare to:

3.9.1. refrain from influencing the employees or subcontractors of the other party, government officials or other persons who are directly or indirectly involved in the performance of the Agreement;

3.9.2. strive to prevent circumstances in which the personal interests of the Parties' employees, affiliated companies and/or contributors could adversely affect the performance of the Agreement and harm the interests of any party;

3.9.3. The Parties shall conduct their business activities based on the principles set forth in this Section and shall require their employees, affiliated companies, suppliers, and other subcontractors to comply with these principles; The Parties shall strive to inform the other Party without delay of any facts that come to their knowledge relating to acts of corruption or conflicts of interest that are directly or indirectly related to this Agreement or its implementation, and of any circumstance that indicate a risk of such acts of corruption being committed in the future or of a conflict of interest arising;

3.9.4. The Parties agree that failure to comply with anti-corruption laws in relation to the Agreement shall result in the immediate termination of the Agreement and the taking of steps provided by the relevant legislation.

3.9.5. The Parties declare that neither the company they represent nor its current executive officer or employees have been convicted in a final judgement for committing a corruption offense, and to the best of their knowledge, there are no criminal investigations or other official proceedings pending on the basis of reasonable suspicion of such criminal offense.

3.10. The Contracting Party undertakes that if it becomes aware that any of its executive officers or employees has violated anti-corruption laws or the prohibitions set forth in this Agreement, the Contracting Party shall immediately notify the 4iG Group Member thereof.

#### **4. CUSTOMS AND EXPORT CONTROL, COMPLIANCE WITH SANCTIONS**

4.1. The Contracting Party declares and warrants that, at the time of conclusion of the Agreement and throughout its entire term, the Contracting Party and its subsidiary(ies), parent company(ies), beneficial owner(s) (including ultimate beneficial owners), members of its bodies, directors, officers, employees, and persons acting under its control or on its behalf:

4.1.1. are not a person or entity listed on any sanctions list issued by the European Union, the United Nations, the United States of America, the United Kingdom or any other authority competent to impose sanctions in relation to the Agreement ("Sanctioned Party");

4.1.2. do not have a habitual residence, a place of business, nor are constituted under the laws of the following territories or countries: the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, the territories of the so-called Donetsk People's Republic and Luhansk People's Republic, or any other territory that becomes subject to comprehensive, national or territorial sanctions after the date of conclusion of the Agreement ("Sanctioned Territory");

4.1.3. are not an agency, an instrument of state power of a Sanctioned Territory, or owned or controlled by or otherwise part of the government of a Sanctioned Territory;

4.1.4. are not owned or controlled by any of the persons or entities as specified in Sections 4.1.1 to 4.1.3;

4.1.5. are not otherwise subject to sanctions, export or import restrictions or other restrictive measures imposed by sanction laws of the European Union, the United Nations, the United States of America, the United Kingdom or any other applicable jurisdiction, that would prohibit the provision of goods or services under the Agreement (hereinafter referred to as "Sanctions").

4.2. In connection with this Agreement, the Contracting Party shall ensure that its subsidiary(ies), parent company(ies), beneficial owner(s) (including ultimate beneficial owners), members of its bodies, directors, officers, employees, and any person acting under its control or on its behalf shall:

4.2.1. comply with all applicable Sanctions;

4.2.2. not provide the goods or services of the Contracting Party, or the other tasks to be performed to a Sanctioned Party or to a Sanctioned Territory, neither directly nor indirectly;

4.2.3. not take any action or commit an omission that would result in the 4iG Group Member violating any applicable Sanctions, or in exposing it to the risk of restrictive measures under the Sanctions, or in being considered a Sanctioned Party (including, but not limited to not paying the 4iG Group Member with funds originating directly or indirectly from a Sanctioned Party from a Sanctioned Territory).

4.3. The Contracting Party undertakes not to provide or make available, either directly or indirectly, the goods, services or other tasks to be performed by a 4iG Group Member to private individuals residing or staying in Russia or to organizations established, registered or having their registered office in Russia.

4.4. In connection with Section 4.3, the Contracting Party further undertakes to

- 4.4.1. not sell, export or re-export, directly or indirectly, to Russia or for use in Russia, any goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014;
- 4.4.2. not directly or indirectly sell, deliver, transfer or export to Russia or for use in Russia any intellectual property rights or trade secrets, nor grant access- or reuse rights to materials or information protected by intellectual property rights or trade secrets, nor sublicense intellectual property rights or trade secrets to Russia or for use in Russia that fall within the scope of Article 12ga of Council Regulation (EU) No 833/2014.
- 4.5. The Contracting Party shall do everything in its power to ensure that the purpose of Section 4.4 is not undermined by third parties further down the distribution chain, including eventual resellers.
- 4.6. The Contracting Party shall establish and maintain an adequate control mechanism to detect any conduct by third parties further down the commercial chain, including any resale, which would undermine the purpose of clause 4.4.1.
- 4.7. The Parties shall comply with all applicable national and international (re-)export control regulations. In the case of the resale of goods, works and services, the Parties shall comply with the export control regulations of the European Union and the United States of America.
- 4.8. If the subject matter of the Agreement is the transfer of goods, works and services provided by a 4iG Group Member to a third party, the Contracting Party shall take appropriate measures to verify and guarantee, in particular, that
  - 4.8.1. the transfer of such goods, works and services, the brokering of contracts, or the provision of other economic resources related to such goods, works and services does not violate any embargo imposed by the European Union, the United States of America and/or the United Nations; also taking into account the prohibition on circumventing embargoes; these goods, works and services are not intended for use in connection with arms, nuclear technology or weapons, if and to the extent that such use is prohibited or subject to authorization, unless the necessary authorization is otherwise obtained;
  - 4.8.2. the provisions relating to trade with legal entities, persons and organizations included in all applicable sanctions lists of the European Union and the United States of America (the "Sanction Party List") are observed. The Contracting Party shall immediately inform the 4iG Group Member of any problems or changes relating to the provisions of Chapter 4, of breaches of the requirements set out in this Chapter, or of any violation of the Sanctions, including any relevant activities of third parties that may undermine the purpose of the requirements set out in Chapter 4. The Contracting Party shall provide the 4iG Group Member with the information about compliance with the obligations under this Chapter 4 within one week of such information being requested (including all information relating to the specific end user of the goods, works and services provided by the 4iG Group Member, specific destination and specific intended use, as well as existing export control restrictions).
- 4.9. Any breach of the requirements set out in this Chapter 4 shall constitute a material breach of the Agreement and the 4iG Group Member shall be entitled to seek appropriate legal remedies, including, but not limited to:
  - 4.9.1. terminating this Agreement;
  - 4.9.2. a penalty equal to the total gross value of this Agreement or 20% of the gross price of the exported goods or services, whichever is higher.

4.10. Acting reasonably and at its own discretion, the 4iG Group Member may suspend the performance of any of its obligations under the Agreement with immediate effect, and without prejudice to any other remedies available under the Agreement or applicable law, if it reasonably believes that such suspension is necessary to avoid the Sanctions, the violation of international foreign trade or customs requirements or any other adverse consequences.

## 5. DATA PROCESSING CLAUSES

5.1. The Parties declare that during the conclusion and performance of the Agreement, they will comply with the laws governing the processing of personal data, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter „GDPR”), and with Act CXII of 2011 on the right to informational self-determination and on the freedom of information (hereinafter „Infotv.”).

5.2. By accepting this Agreement, the Contracting Party acknowledges that in view of its contractual relationship with the Contracting Party, the 4iG Group Member may process the personal data of the persons authorized to sign on behalf of the Contracting Party as specified in this Agreement for the purpose of establishing, maintaining or terminating the contractual relationship based on its legitimate interest in the due performance of the contractual relationship, as set out in Article 6(1)(f) of the GDPR.

5.3. The Contracting Party acknowledges that if Section 16.12 of the Agreement applies to a 4iG Group Member, in connection with the obligation of keeping a register of insiders, the personal data of the persons included in that register shall be processed on the basis of the legal obligation of the 4iG Group Member, in accordance with Article 6(1)(c) of the GDPR.

5.4. The Contracting Party also acknowledges that the 4iG Group Member will retain the contact details related to the performance of the Agreement on the basis of the legitimate interest of the 4iG Group Member in the proper performance of the contractual relationship, in accordance with Article 6(1)(f) of the GDPR.

5.5. The Contracting Party further acknowledges that the 4iG Group Members provide independent information regarding data processing on the following platforms:

| <i>COMPANY NAME</i>                                                                          | <i>AVAILABILITY OF DATA PROCESSING INFORMATION</i> |
|----------------------------------------------------------------------------------------------|----------------------------------------------------|
| 4iG Nyilvánosan Működő Részvénytársaság                                                      | <a href="#">Available at this link</a>             |
| 4iG Informatikai Zártkörűen Működő Részvénytársaság                                          | <a href="#">Available at this link</a>             |
| 4iG Űr és Védelmi Technológiák Zártkörűen Működő Részvénytársaság                            | <a href="#">Available at this link</a>             |
| 4iG Távközlési Holding Zártkörűen Működő Részvénytársaság                                    | Available in the System                            |
| One Magyarország Zártkörűen Működő Részvénytársaság                                          | Available in the System                            |
| 2Connect Távközlési Infrastruktúra és Hálózati Szolgáltatások Korlátolt Felelősségű Társaság | Available in the System                            |

## 2. ANNEX – DATA PROCESSING TERMS

### 1. Definitions

**„Data Processor”** has the meaning given in Article 4(8) of the GDPR and, for the purposes of the GTCP, means the Contracting Party;

**„Data processing”, „Process”** has the meaning given in Article 4(2) of the GDPR;

**„Data Controller”** has the meaning given in Article 4(7) of the GDPR and, for the purposes of the GTCP, refers to the Purchaser;

**„Data Transfer”** Data Processing carried out in countries outside the European Economic Area, including the ensuring of access to personal data from such countries;

**„Data Protection Authority”** the competent supervisory authority responsible for privacy or data protection in the jurisdiction where the Parties are settled, in the case of persons having their place of operation in Hungary, the National Authority for Data Protection and Freedom of Information;

**„Applicable Data Protection Law”** the data protection and privacy laws, regulations (including the GDPR and the Infotv.) and other regulatory requirements applicable to the relevant party, as well as any guidelines or mandatory codes of conduct issued by the relevant Data Protection Authority;

**„Data Subject”** an identified or identifiable natural person, as defined in Article 4(1) of the GDPR;

**„Request of the Data Subject”** the Data Subject's request to exercise his or her rights under the Applicable Data Protection Law with respect to his or her Personal Data;

**„GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

**„Infotv.”** Act CXII of 2011 on the right to informational self-determination and on the freedom of information;

**„Parties”** means the Purchaser (as Data Controller) and the Contracting Partner (as Data Processor) together;

**„Personal Data”** any information relating to an identified or identifiable natural person as defined in Article 4(1) of the GDPR;

**„Other Data Processor”** a Party processing personal data on behalf of the Data Controller, which the Data Processor engages on the basis of the Data Controller's prior and specific consent. The term has the meaning defined or interpreted by the Applicable Data Protection Legislation, such as Article 4(7) of the GDPR;

**„Personal Data Breach”** has the meaning given in Article 4(12) of the GDPR;

**„Technical and Organisational Measures”** the information security terms set out in Annex 3 to the General Terms and Conditions.

**„Standard Data Protection Clauses”** the standard data protection clauses adopted by the Commission in accordance with Article 46(2)(c) of the GDPR (i.e. Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council).

### 2. Notifications

- 2.1 The Parties shall send notifications subject to these Data Processing Terms to each other by email. In addition, the Data Controller (Purchaser) is also entitled to send its data protection instructions to the Data Processor (Contractual Partner) by email.
- 2.2 The Data Processor shall send notifications under these Data Processing Terms to the following electronic addresses:

| <i>COMPANY NAME</i>                                                                          | <i>ADDRESS</i>                                       |
|----------------------------------------------------------------------------------------------|------------------------------------------------------|
| 4iG Nyilvánosan Működő Részvénytársaság                                                      | <a href="mailto:dpo@4ig.hu">dpo@4ig.hu</a>           |
| 4iG Informatikai Zártkörűen Működő Részvénytársaság                                          | <a href="mailto:dpo-itsi@4ig.hu">dpo-itsi@4ig.hu</a> |
| 4iG Űr és Védelmi Technológiák Zártkörűen Működő Részvénytársaság                            | <a href="mailto:dpo-sdt@4ig.hu">dpo-sdt@4ig.hu</a>   |
| 4iG Távközlési Holding Zártkörűen Működő Részvénytársaság                                    | <a href="mailto:dpo@4ig.hu">dpo@4ig.hu</a>           |
| One Magyarország Zártkörűen Működő Részvénytársaság                                          | <a href="mailto:dpo@one.hu">dpo@one.hu</a>           |
| 2Connect Távközlési Infrastruktúra és Hálózati Szolgáltatások Korlátolt Felelősségű Társaság | <a href="mailto:dpo@2connect.hu">dpo@2connect.hu</a> |

- 2.3 The Data Controller shall send its notifications and data protection instructions to the address(es) specified by the Data Processor in Section 18.4 of the GTCP.

### 3. Term

- 3.1 These Data Processing Terms shall remain in force between the Parties for as long as the Data Processing is ongoing with regard to the service provided by the Contracting Partner, in accordance with the unilateral legal declaration made in accordance with Section 15.3 of the GTCP.

### 4. Conditions of Data Processing

- 4.1 The Parties shall cooperate with each other in fulfilling their obligations regarding the processing of Personal Data.
- 4.2 In accordance with the provisions of the GDPR and the Infotv. (including any amendments thereto from time to time), the Data Controller shall issue instructions to the Data Processor to ensure the proper performance of the tasks carried out on the basis of the Basic Legal Relationship. The persons authorized to issue instructions on behalf of the Data Controller are the contact persons named in the agreement governing the Basic Legal Relationship between the Parties.
- 4.3 The Data Processor acknowledges and expressly agrees that it shall perform its Data Processing activities by the Order solely and exclusively in accordance with the instructions of the Data Controller and these Data Processing Terms, as well as with the Applicable Data Protection Law, except if the Data Processing is required by EU or Member State law applicable to the Data Processor. In such case, the Data Processor shall notify the Data Controller of this legal requirement prior to the Data Processing, unless notification of the Data Controller is prohibited by the relevant law on important grounds of public interest.
- 4.4 The Data Processor shall not process Personal Data for its own purposes and shall not exercise any influence over the Data Processing that would result in it being considered as Data Controller under

Article 4(7) of the GDPR, nor shall it provide or intend to provide such influence to any third party, including making Personal Data available, unless specifically instructed to do so by the Data Controller.

- 4.5 Should the Data Processor breach its obligations under Sections 4.3 and 4.4, it shall be considered as Data Controller with respect to the Data Processing.
- 4.6 The Data Processor shall not, under the present Data Processing Terms, take any action that in any way or to any extent prevents or hinders the Data Controller from fulfilling its obligations under applicable law regarding the protection of Personal Data or the Data Subject from exercising its rights, or that violates the rules applicable to the protection of Personal Data.
- 4.7 The Data Processor shall immediately inform the Data Controller if it considers that any instructions thereof violate the Applicable Data Protection Legislation. The Data Processor may refuse to execute such instruction until the Data Controller has established beyond any doubt the lawfulness of that instruction or has modified or deleted that instruction.
- 4.8 The Data Processor may refuse to execute an instruction that is clearly unlawful.

## **5. Confidentiality and integrity of Personal Data**

- 5.1 The Data Processor shall ensure the confidentiality of data and facts arising within the scope of the Data Controller's interests. Such information shall not be disclosed by the Data Processor to unauthorized third parties.
- 5.2 With due regard to the state of the art, the costs of implementation, the nature, scope, context and purposes of Data Processing, as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons, Data Processor shall take appropriate Technical and Organisational Measures to ensure the appropriate level of data security, with particular regard to unauthorised or accidental loss, destruction or damage of Personal Data.
- 5.3 The Data Processor consents to be bound by the information security terms set out in Annex 3 of this Agreement. Within this framework, the Data Processor shall be free to develop its own internal procedures relating to data security.
- 5.4 The Data Processor shall immediately, but within twelve (12) hours of detection the latest, notify the Data Controller at the address specified in Section 2.2 of any incidents affecting Data Processing, of Personal Data Breach, of security incidents or of other unexpected events, or of any unlawful Data Processing that occurs.
- 5.5 The notification by the Data Processor of a Personal Data Breach relating to Data Processing shall include at least the following:
  - 5.5.1 the nature of Personal Data Breach,
  - 5.5.2 the categories and approximative number of data subjects,
  - 5.5.3 the categories and approximative number of data affected by the Personal Data Breach,
  - 5.5.4 the name and contact details of the data protection officer or of the other contact person providing further information, if applicable,
  - 5.5.5 the likely consequences of the Personal Data Breach,

- 5.5.6 the measures taken or planned by the Data Processor to remedy the Personal Data Breach, including measures to mitigate any adverse consequences resulting from the Personal Data Breach.
- 5.6 The Data Processor shall immediately take all necessary measures to prevent, manage or mitigate the consequences of a Personal Data Breach.
- 5.7 If needed, the Data Processor shall cooperate with the Data Controller to fulfil the obligations related to Personal Data Breach under the Applicable Data Protection Law, with particular regard to reporting Personal Data Breach, informing Data Subjects, and keeping records of Personal Data Breach. The Data Processor shall only be entitled to report Personal Data Breach and inform Data Subjects on behalf of the Data Controller by the specific instructions of the Data Controller.
- 5.8 The Data Processor shall, upon request, provide further information to the Data Controller in relation to other events referred to in Section 5.4, without delay, but no later than twelve (12) hours after receiving the request for information.
- 5.9 If the processing of Personal Data cannot continue due to administrative measures, in particular seizure or confiscation, the Data Processor shall inform the Data Controller immediately, but within twelve (12) hours of becoming aware of that measure the latest.
- 5.10 The Data Processor shall immediately, but within three (3) days of receiving the request the latest, notify the Data Controller of any investigation or proceeding concerning Data Processing conducted by the Data Protection Authority or other data protection supervisory authority. The Data Processor shall attach to the information provided the request received from the aforementioned authorities.
- 5.11 Persons acting under the direction of the Data Processor and having access to Personal Data shall only process Personal Data in accordance with the instructions of the Data Controller, unless the Data Processor is required to deviate from this by the Applicable Data Protection Law. The Data Processor shall ensure that persons involved in the Processing of Personal Data consent to be bound by confidentiality. The Data Processor shall also provide the persons involved in the Processing of Personal Data with the information and instructions necessary to comply with the obligations arising from these Data Processing Terms and, if necessary, provide them with training. The Data Processor shall ensure that the confidentiality obligation remains in force even after the termination of these Data Processing Terms or the employment relationship of the person involved in the Processing of Personal Data. The Data Processor shall, at the request of the Data Controller, provide credible information on the measures taken to ensure compliance with these obligations.
- 5.12 The confidentiality obligation extends to all Personal Data and business data processed under this agreement.
- 5.13 The Data Processor shall be liable for any disclosure by persons with access to Personal Data as if the disclosure had been made by the Data Processor itself.

## **6. Accountability obligations**

- 6.1 The Parties shall comply with their record-keeping obligations under Article 30 of the GDPR, as applicable to them in their respective capacities. Where necessary, the Parties shall cooperate with each other to fulfil their aforementioned obligations. Such cooperation shall include providing each other with relevant information.
- 6.2 The Data Processor shall cooperate in any data protection impact assessment to be carried out at the Data Controller and in any consultation with the Data Protection Supervisory Authority, without any remuneration, and shall provide the Data Controller with the information necessary thereto, in writing, including electronic mail, within eight (8) working days.

## **7. Control of the legality of Data Processing**

- 7.1 Prior to the commencement of the Data Processing and on a regular basis thereafter, the Data Controller shall be required to verify that the Data Processor implements appropriate Technical and Organizational Measures in relation to Data Processing. To this end, the Data Controller shall be entitled to request information and clarification from the Data Processor or from the Data Processor's employees involved in Data Processing, and shall also be entitled, following prior notification, to carry out on-site inspections at the Data Processor's premises. The request for information and clarification shall also include the request for documents related to Data Processing. If the Data Processor engages Other Data Processor for the Data Processing, the Data Processor shall provide the Data Controller with the relevant additional data processing agreement. If the Data Processor or the Other Data Processor authorized under Section 8 wishes to carry out a Data Transfer under Section 9, the Data Processor shall communicate the documents relating to the planned Data Transfer (e.g., data transfer impact assessment, General Data Protection Commitments) to the Data Controller. The Data Processor shall ensure that if the Other Data Processor wishes to carry out a Data Transfer as specified in Section 9, it shall impose the same or similar obligations to the Other Data Processor in order to comply with the obligations set out in these Data Processing Terms.
- 7.2 On-site inspections shall be carried out during business hours without unduly disrupting other activities carried out by the Data Processor. The Data Controller shall be entitled to engage external experts during on-site inspections. During the on-site inspection, the Data Controller shall not engage any external experts whose involvement would harm the business interests of the Data Processor. The Data Processor shall immediately, but no later than within three (3) business days of becoming aware, notify the Data Controller if the involvement of the requested expert would harm its business interests.
- 7.3 The Data Processor shall authorise and ensure that any Other Data Processor it engages authorises the Data Controller – including the Data Controller's Data Processors, auditors or other agents (hereinafter collectively referred to as “Auditor”) – to access its premises, computers and other information systems, records, documents and agreements for the purpose of verifying that the activities of the Data Processor and/or the Other Data Processor comply with these Data Processing Terms or with any subsequent data processing agreement and with the obligations under the Applicable Data Protection Law, provided that the Auditor consents to be bound by confidentiality to an extent reasonably necessary to protect the business interests of the Data Processor or the Other Data Processor and the confidential nature of any data and information of third parties that may come to the knowledge of the Auditor during the audit. The Data Controller shall bear the costs incurred in connection with the audit, except if the audit finds that the Data Processor and/or the Other Data Processor has failed to comply with its obligations under these Data Processing Terms or with any subsequent data processing agreement or with the Applicable Data Protection Law. In this case, the costs of the audit shall be borne by the Data Processor.
- 7.4 The Data Processor shall, upon request by the Data Controller – whether verbal, written or electronic – at least within three (3) but no more than within eight (8) days, provide all information necessary to verify the lawfulness of the Data Processing.
- 7.5 The Data Controller shall document the results of its control and notify the Data Processor thereof. If, as a result of the control, the Data Controller finds that the Data Processing carried out by the Data Processor does not comply for any reason with the Applicable Data Protection Law, the Data Processor shall, upon notification thereof, immediately take the necessary measures to restore the lawfulness of the Data Processing.
- 7.6 The Data Processor shall, at its own expense, enable and ensure that any Other Data Processor, at its own expense, enables the Data Protection Authority to carry out data protection audits in relation to the Data Processing carried out by the Data Processor or the Other Data Processor in accordance with the Applicable Data Protection Law.

## **8. Engaging Other Data Processor**

- 8.1 The Data Processor shall only be entitled to engage an Other Data Processor for Data Processing performed under this Agreement if the Data Processor has obtained the specific prior authorization of the Data Controller. Unless otherwise agreed, the Data Processor shall request such authorization at the address specified in Section 2.2 of these Data Processing Terms.
- 8.2 With respect to any Other Data Processor it engages, the Data Processor shall comply with the obligations set forth in the Applicable Data Protection Law and in this Agreement, and in particular it:
- 8.2.1 shall be required to verify that the Other Data Processor provides adequate guarantees ensuring the compliance of its Data Processing with the requirements set out in the Applicable Data Protection Law and these Data Processing Terms;
  - 8.2.2 shall be required to verify that the Other Data Processor implements appropriate Technical and Organisational Measures to ensure the protection of the rights of Data Subjects;
  - 8.2.3 is obliged to conclude the written contract set out in the Applicable Data Protection Law, which also provides guarantees relating to Data Processing set out in these Data Processing Terms.
- 8.3 At least thirty (30) days prior to engaging an Other Data Processor, the Data Processor shall inform the Data Controller of the identity of the Other Data Processor and of the subject matter of the Data Processing to be performed by that Other Data Processor. The Data Processor shall in this regard be bound to provide the Data Controller with all relevant facts, circumstances, information and documents. The Data Processor shall not engage an Other Data Processor whose engagement was not permitted by the Data Controller at least ten (10) business days prior to the Data Processor's planned engagement, or the Data Controller has otherwise declared to refuse giving its consent to that engagement. The absence of the objection of or the silence of the Data Controller shall not be interpreted as an authorisation to engage an Other Data Processor. The reason of refusal by the Data Controller of an authorisation could be a conflict of interest, professional incompetence, or a potential risk of breaching the Applicable Data Protection Law.
- 8.4 Should the Data Processor wish to engage another Other Data Processor instead of the one engaged beforehand, it has to inform the Data Controller thereof in writing, thirty (30) days before the change and ensure that the Data Controller exercises its right under Section 8.3 in relation to the Other Data Processor to be engaged.
- 8.5 In the event the Data Controller has authorised the use of Other Data Processor(s), including changes in the identity of the Other Data Processor(s), the Parties agree that the unilateral legal declaration referred to in Section 15.3 of the GTCP may be amended by the Contracting Partner as Data Processor.
- 8.6 The Data Processor shall be liable for the Other Data Processor as if it were performing the Data Processing Activity itself. The Data Processor shall be liable to the Data Controller for any damage, breach of law, breach of contract or any omission caused by the Other Data Processor. In this context, the Data Processor shall regularly verify that the Other Data Processor complies with the obligations under this Data Processing Agreement.
- 8.7 Should the Data Controller not provide or refuse the authorisation to engage the Other Data Processor, it shall justify its decision. In the event the Data Controller objects to the engagement of the Other Data Processor, the Data Controller and the Data Processor shall endeavour to find a mutually acceptable solution for engaging an Other Data Processor.

- 8.8 In this context, the Data Processor shall take commercially reasonable efforts to make the services available to the Data Controller or to modify them in such a way as to prevent the processing by another Data Processor of Personal Data processed on behalf of the Data Controller.
- 8.9 If the Parties fail to reach mutual agreement prior to the date of engagement of the Other Data Processor, the Data Controller shall be entitled to terminate this Agreement and the Order on which it is based in accordance with Chapter 14 of the GTCP.
- 8.10 If the Other Data Processor acts contrary to the provisions of these Data Processing Terms, the Data Processor shall transfer to the Data Controller its rights of action under the contract between the Data Processor and the Other Data Processor. The Data Processor may take measures deemed necessary to protect and preserve the Personal Data.

## **9. International Data Transfers**

- 9.1 The Data Processor shall only be entitled to transfer Personal Data to countries outside the European Economic Area if the Data Controller has given its prior consent to such transfer, including transfers by Other Data Processors.
- 9.2 If the Data Processor intends to carry out a Data Transfer, it shall notify the Data Controller of the intended Data Transfer thirty (30) days prior to the planned Data Transfer. In this regard, the Data Processor shall be bound to provide the Data Controller with all relevant facts, circumstances, information and documents relating to the planned Data Transfer, including the data transfer mechanism it intends to apply or the Other Data Processor intends to apply in accordance with Chapter V of the GDPR or with other Applicable Data Protection Legislation.
- 9.3 If the country to which the Data Processor intends to transfer the Personal Data does not provide adequate protection and guarantees for the Personal Data, the Data Processor shall conduct a data transfer impact assessment to justify:
- 9.3.1 the specific circumstances of the transfer, including the length of the data processing chain, the number of actors involved and the transfer channels used; any further transfers planned; the type of recipient; the purpose of the data processing; the categories and format of the personal data transferred; the economic sector in which the transfer takes place; the location where the transferred data is stored;
  - 9.3.2 the laws and practices of the third country of destination which are relevant to the specific circumstances of the transfer, including laws and practices regarding the disclosure of data to authorities or the authorization of access by such authorities, as well as the applicable limitations and safeguards;
  - 9.3.3 contractual, technical, or organizational safeguards, including measures applied during the transfer and processing of Personal Data in the destination country.
- 9.4 In accordance with Section 9.2, no later than thirty (30) days prior to the planned Data Transfer, the Data Processor shall provide the Data Controller with the relevant information and documentation relating to the planned Data Transfer specified in Section 9.2. This obligation shall also apply if an authorized Other Data Processor wishes to carry out a Data Transfer.
- 9.5 The Data Processor shall not execute the Data Transfer if the Data Controller does not authorize it or objects to it at least three (3) working days before the planned Data Transfer. The absence of an objection or the silence on the part of the Data Controller shall not be interpreted as authorization to carry out the Data Transfer.
- 9.6 Should the Data Transfer be carried out by an Other Data Processor, the Data Processor shall ensure that the Data Controller effectively exercises its right to authorize any Data Transfer that may be

carried out by the Other Data Processor. To this end, the Data Processor shall enter into an (additional) data processing agreement with the Other Data Processor that enables the Data Controller to effectively exercise its authorization rights and that requires the Other Data Processor to apply the same or similar obligations when it further outsources Data Processing in the data processing chain.

9.7 If the Data Controller objects or otherwise does not authorize the Data Transfer, it shall provide the reasons for its decision. In this case, the Data Controller and the Data Processor shall endeavour to find a mutually acceptable solution.

9.8 To this end, the Data Processor shall take reasonable efforts to make the services available to the Data Controller or to modify them in such a way as to prevent unauthorized data transfer.

## **10. Facilitating the exercise of Data Subject rights**

10.1 The Data Processor shall take appropriate Technical and Organisational Measures to enable the Data Controller to fulfil its obligations in relation to Data Processing under Articles 12-22 and 32-36 of the GDPR.

10.2 If the Data Processor receives the Request of the Data Subject, it shall immediately, but no later than within five (5) business days, direct the Request of the Data Subject to the Data Controller, to the electronic address specified in Section 2.2 of these Data Processing Terms. This obligation may also be fulfilled by forwarding the Request of the Data Subject to the Data Controller.

10.3 The Data Controller is entitled to give specific instructions to the Data Processor regarding the fulfilment of the Request of the Data Subject.

10.4 The Data Processor shall take appropriate Technical and Organisational Measures to ensure that:

10.4.1 it is able to make available to the Data Controller, in an appropriate and timely manner, the Personal Data and copies thereof relating to the exercise of the right of access by the Data Subject;

10.4.2 the correction or deletion of Personal Data takes place at intervals specified either by the Request of the Data Subject or by the Data Controller;

10.4.3 the restriction of the processing of Personal Data shall occur in an appropriate and timely manner, preferably by using technical means.

## **11. Liability**

11.1 The Data Controller and the Data Processor shall be liable in accordance with Article 82 of the GDPR for damages caused to the Data Subject. The Data Controller and Data Processor shall cooperate in fulfilling their liability for damages.

11.2 The Data Processor shall exempt the Data Controller from any liability for damages arising from the Data Processor's failure to comply with its obligations relating to Data Processing, with the provisions of these Data Processing Terms, or with any instructions given by the Data Controller.

## **12. Obligations of Data Processor after termination of the service under the Order**

12.1 Upon completion of the services provided under the Order, or upon termination of the contractual relationship pursuant to Chapter 14 of the GTCP, the Data Processor shall immediately or by the date specified in the instruction of the Data Controller, in the manner and on a data carrier specified by the Data Controller transfer to the Data Controller the Personal Data processed, and at the same time

delete all Personal Data processed by it, and in the case of physical data carriers owned by the Data Controller return the physical data carriers to the Data Controller and delete any copies in its possession. If the Data Processor is unable to contact the Data Controller after the termination of the contract, or if the Data Controller does not provide the opportunity for transferring the data, the Data Processor shall delete the data no later than thirty (30) days after the termination of the contract.

12.2 In order to prove the fulfilment of its obligations under Section 12.1, the Data Processor shall issue and provide the Data Controller with a unilateral written statement containing:

12.2.1 the designation and identification data of the data carrier on which the Personal Data is transferred,

12.2.2 the designation and identification information of the data carriers on which the Personal Data was otherwise processed and from where the Personal Data must be deleted, as well as the time of deletion,

12.2.3 in the case of physical data carriers owned by the Data Controller, the designation and identification information of the physical data carriers, and the date of transfer.

12.3 The Data Processor's obligation to delete data does not apply to data whose storage is required by Hungarian or European Union law, nor to data that the Data Processor processes in its capacity as data controller.

12.4 Until the Personal Data is made available or deleted, the Data Processor shall continue to ensure compliance with these Data Processing Terms.

12.5 The Data Controller shall be entitled to verify that the Data Processor has fulfilled its obligations set out in Sections 12.1-12.4 in an appropriate manner. The Data Controller shall be entitled to engage an external expert during the verification. During the verification, the Data Controller shall not engage external experts whose involvement would harm the business interests of the Data Processor. The Data Processor shall immediately, but within fifteen (15) business days of becoming aware the latest, notify the Data Controller if the involvement of the engaged expert would harm its business interests.

### 3. ANNEX – INFORMATION SECURITY TERMS

#### 1. Definitions

**„Legal Framework for Cybersecurity”** all legal sources relating to cybersecurity of Hungary, with particular but not exclusive regard to:

- Act LXIX of 2024 on the Cybersecurity of Hungary,
- Government Decree 418/2024. (23 December) on the implementation of the Act on the Cybersecurity of Hungary,
- Decree No. 7/2024. (VI. 24.) of the Minister of the Prime Minister’s Cabinet Office on the requirements for classification into security classes and the specific protective measures to be applied to each security class;

**„Agreement”** the underlying contract;

**„Fourth Party”** the contractors and subcontractors of the Supplier (regardless of the level);

**„Authorised User”** personnel employed by the Supplier who, in order to perform their duties, are authorized to access the information and systems of the relevant member company or to process the information of the relevant member company;

**„Data Record”** information in any format whose creation, acquisition and preservation represent evidence and value for the company in terms of fulfilling its legal obligations or conducting its business;

**„Fraud”** intentional and dishonest act committed for the purpose of gaining an advantage. Dishonest act refers to unlawful, unethical behaviour that often involves deception. Gain here refers to the perpetrator's pursuit of undeserved advantage: this may be acquisition of money or property, the falsification of company accounting data to obtain better loan terms, or even to maintain the job of that person;

**„Incident Management”** measures taken to mitigate or resolve the security incident, including measures taken to protect and restore the normal operating conditions of the system and the information stored therein;

**„Security Incident”** any event that causes or may cause the interruption of the provision of the contractual service(s) and/or has or may have an actual impact on the confidentiality, integrity or availability of the information or systems of the member company concerned;

**„Systems”** all systems enabling the communication and used to access, store or otherwise process information of a member company, also including temporary files;

**„Data Carrier”** printed (paper-based) and electronic data carriers on which data are recorded and stored or from which data can be retrieved;

**„Products and Services”** services provided by the Supplier under the Agreement;

**„Security Breach”** accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, or accidental, unauthorized, or unlawful access to information or systems of the member company concerned;

**„User ID”** a personal and unique identifier issued to each authorized user;

**„Relevant Member Company Information”** information processed, created or otherwise made available by the Supplier on behalf of the member company, in connection with the provision of products or services, including personal data and confidential information;

## 2. Notifications

- 2.1. The Parties shall send notifications covered by these Information Security Terms to each other by email. In addition, the Information Security leader of the relevant member company shall also be entitled to send information security instructions to the Contractual Partner by email.
  - 2.2. The Contractual Partner shall send notifications under these Information Security Terms to the following email address: [ibf@4ig.hu](mailto:ibf@4ig.hu).
  - 2.3. The Purchaser shall send its notifications and information security instructions to the address(es) specified in Section 18.4 of the GTCP.
3. The Supplier shall fully comply with the general cybersecurity requirements of the GTCP, as set out below, insofar as the activity or service provided by the Supplier are related to ICT. Detailed security requirements are set out in the annexes of the contracts covering these activities.

### 3.1. PROGRAM MANAGEMENT

The supplier shall plan, implement, and monitor information security programs and projects in accordance with legal requirements, ensuring continuous compliance and improvement.

### 3.2. ACCESS MONITORING

The supplier shall ensure that the access to information systems is restricted only to persons authorized by defined access levels, and is subject to regular review and logging.

### 3.3. AWARENESS AND TRAINING

The supplier shall regularly conduct information security awareness raising trainings, and shall ensure that all relevant employees are familiar with and apply the relevant security measures.

### 3.4. LOGGING AND ACCOUNTABILITY

The supplier shall log activities performed in the information systems and shall ensure accountability for all operations performed by system users.

### 3.5. EVALUATION, AUTHORISATION AND MONITORING

The supplier shall regularly evaluate, approve and monitor the functioning of the information systems and the effectiveness of the security measures.

### 3.6. CONFIGURATION MANAGEMENT

The supplier shall ensure that the configurations of the information systems are documented, verified, and protected to prevent unauthorized or unintended modifications.

### 3.7. CONTINGENCY PLANNING

The supplier shall develop, regularly test, and update appropriate contingency and recovery plans to maintain the secure operation of information systems.

### 3.8. IDENTIFICATION AND AUTHENTICATION

The supplier shall ensure that all users and system components are clearly identified and authenticated in order to prevent unauthorized access.

### 3.9. SECURITY INCIDENT MANAGEMENT

The supplier shall establish procedures for handling information security events and incidents and shall

respond swiftly and effectively based on those procedures.

#### 3.10. MAINTENANCE

The supplier shall perform regular maintenance, updates, and repairs of the information systems, taking into account security requirements.

#### 3.11. DATA CARRIER PROTECTION

The supplier shall ensure the protection of data carriers, including their storage, transport, disposal and destruction, in order to prevent unauthorized access and data loss.

#### 3.12. PHYSICAL AND ENVIRONMENTAL SECURITY

The supplier shall ensure the physical and environmental protection of information systems and data, including access control, environmental risk management, and maintenance of protective measures.

#### 3.13. PLANNING

The supplier shall take into account and incorporate information security terms already at the design stage of the systems.

#### 3.14. PERSONAL SECURITY

The supplier shall ensure that employees and other relevant persons are adequately controlled, trained and held accountable in terms of information security.

#### 3.15. RISK MANAGEMENT

The supplier shall regularly identify, assess and manage information security risks in order to define and update protective measures.

#### 3.16. SYSTEM- AND SERVICE PROCUREMENT

The supplier shall ensure that information security terms are met when procuring information systems and services.

#### 3.17. SYSTEM- AND COMMUNICATION SECURITY

The supplier shall ensure the protection of information systems and communication channels by means of appropriate Technical and Organisational Measures.

#### 3.18. SYSTEM- AND INFORMATION INTEGRITY

The supplier shall ensure the integrity of information systems and data in order to prevent unauthorized modifications.

#### 3.19. SUPPLY CHAIN RISK MANAGEMENT

The supplier shall assess, manage, and monitor the information security risks of partners and service providers involved in the supply chain.

4. If the Supplier's activity, products or services involve the provision of ICTs to a financial institution, the Supplier shall comply fully with the specific cybersecurity requirements set out in the legislation, which are included in the annexes of the contracts covering these activities.