

# General Terms and Conditions for Supplying Professional Services

## 1 General Purpose

- 1.1 The present General Terms and Conditions are applicable to you as our Client – not qualifying as a Consumer – acquiring Services from EPS-Connect Kft.
- 1.2 The Services to be provided by EPS-Connect to You as “Client” will be described on our invoices, quotations, statements of works or other individual agreements (“Work Contract”) or any other such form as provided by EPS-Connect to Client. The scope of Services is determined according to the Work Contract and a listing of applicable specifications or requirements set by the Client.
- 1.3 Changes to the scope of Services require a written agreement between the Client and EPS-Connect.
- 1.4 IN CASE OF ANY DISCREPANCY BETWEEN THESE GENERAL TERMS AND A WORK CONTRACT, THE TEXT OF THE WORK CONTRACT SHALL PREVAIL.

## 2 Definitions

Terms or expressions with capital letters in this General Terms or any Work Contract under its scope shall have the meaning set forth hereunder. Annexes or Work Contracts may contain different or further definitions.

“**Agreement**” shall mean this General Terms and one or more Work Contract(s) under its scope, determining the rights and obligations of each Party regarding Services provided by EPS-Connect.

“**Consumer**” shall mean persons specified as consumers in the Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1999 on certain aspects of the sale of consumer goods and associated guarantees, as amended or replaced by regulation from time-to-time.

“**Client**” shall mean You, a natural person or legal entity whom EPS-Connect provides Services.

“**Confidential Information**” shall mean all financial, technical, and other information including all copies thereof (including, without limitation, all agreements, files, books, logs, charts, records, studies, reports, schedules, plans, statistical information, know how, concepts, techniques, drawings, specifications, processes, computer programs, designs, systems, manufacturing, Client information, formulas, processes, ideas, inventions (whether patentable or not), schematics, or names and expertise of employees and consultants), or any other information which is identified by the disclosing party as confidential information, which may be furnished or disclosed to Recipient by, or acquired by Recipient directly or indirectly from, Disclosing Party, including as a result of an inspection of any facility of Disclosing Party or Disclosing Party's contractors, licensees, or other Clients. Such term shall also include all copies and extracts of Confidential Information and all computer-generated studies and data containing Confidential Information prepared by or for the benefit of Disclosing Party. Information considered to be Confidential Information by Disclosing Party may be disclosed orally, visually or in writing.

All written disclosures of Confidential Information shall be marked considered "Confidential Information" unless (i) explicitly marked as “Non-Confidential” or terms of similar import or (ii) falls under an exclusion in this General Terms or Parties' Agreement.

“**Fee or Fees**” shall mean charges, costs, prices, fees, Time & Material (T&M) Fees, or any compensation of any kind payable by Client to EPS-Connect according to the Agreement.

“**Force Majeure Event**” shall mean an event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have been foreseen by such Party (or such person), or was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

“**General Terms**” shall mean these General Terms and Conditions for the Supply of Professional Services by EPS-Connect to You.

“**Intellectual Property Rights or IPR**” shall mean all tangible and intangible rights associated with works of authorship throughout the world, including but not limited to, copyrights and moral rights; trademarks and trade name rights and similar rights; trade secret rights; patents, methods, designs, algorithms, and other intellectual or industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; whether patentable or not; and all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues now or hereafter in force.

“**EPS-Connect**” shall mean the following Hungarian company

<b>Name</b>	EPS-Connect International Zrt.
<b>Seat</b>	1119 Budapest, Andor utca 21. C. ép. fszt.
<b>Registry no.</b>	Cg. 01-10-140605, registered by the Metropolitan Court of Budapest
<b>EC tax no.</b>	HU27129124
<b>Default Bank Acc.</b>	Budapest Bank Zrt 10101566-14397300-01005009
<b>Represented by</b>	Mr. Peter ECSEDI, Chief Executive Officer

“**Party or Parties**” shall mean Client and EPS-Connect separately or together.

“**Service**” shall mean activities performed by EPS-Connect for the Client as described in a relevant Work Contract.

“**Third Party**” shall mean a person or business entity other than EPS-Connect or Client.

“**Work Contract**” shall mean a written document (e.g. an invoice, offer, quotation, a statement of work or a purchase order issued by You) accepted by both parties. Acceptance may mean either signature or by start of fulfillment or other implicit conduct [*utaló magatartás*] (e.g. payment of the invoice).

“**Working Day**” shall mean Hungarian working days, when banks are generally open to the public, from 9:00 – 17:00 CET.

The text of these Terms and Conditions and Work Contracts may contain different or further definitions.

### 3 Acceptance of General Terms

- 3.1 Any engagement of EPS-Connect Services by a Work Contract shall constitute acceptance of these Terms and Conditions.
- 3.2 If no mutually signed Binding Agreement exists, this General Terms shall be applicable and considered the Agreement in the event that
- Client accepts the delivery or provision of Service granted by EPS-Connect;
  - Client makes payment of an invoice issued by EPS-Connect to Client.
- 3.3 The effective version of these General Terms is published at <http://www.eps-connect.com>.

### 4 Warranties

- 4.1 EPS-Connect warrants that
- it performs its obligations under the Agreement using reasonable care and skill;
  - the activities will be carried out by competent and suitably experienced personnel in a professional manner;
  - Any materials or documentation provided in connection with the Services are free from rights of Third Parties (including Intellectual Property Rights), which would disable, hinder, render illegal or impossible to exercise the usage rights granted by EPS-Connect within the limitations defined in the Agreement and applicable law.
- 4.2 Except as expressly set forth herein in a Work Contract or an annex hereto, warranty of any kind, express, implied, or statutory, including but not limited to implied warranties of merchantability and fitness for a particular purpose, is excluded by EPS-Connect to the fullest possible extent allowed by applicable law.

If not otherwise specified in a Work Contract, the Services and materials are not tailored to meet the Client's individual requirements or purpose.

- 4.3 Plans, designs prepared and provided by EPS-Connect may only be used for the site/location identified on the face of such plans or any accompanying notes. EPS-Connect does not supply "template" plans or designs.
- 4.4 While EPS-Connect will make every endeavour to ensure a fully professional approach to all work carried out, it cannot guarantee the results of recommendations as many factors are outside our control.
- 4.5 Client acknowledges and agrees that EPS-Connect will employ subcontractors (Third Parties, commercial/freelance partners) for the provision of the Services. EPS-Connect is responsible for such subcontractors and their performance to Client, unless the subcontractor was chosen or appointed by Client. A demand by the Client for the use of certain personnel may

occur only when this has been previously agreed upon in writing.

### 5 Client Obligations

- 5.1 Client shall provide EPS-Connect with access (including remote access) to Client's facilities, information, personnel, premises and resources at no charge to EPS-Connect.
- 5.2 It is the responsibility of the Client to ensure that all documents needed for the performance and completion of the Agreement are made available to EPS-Connect on a timely basis without having to be specifically requested, and that the consultant be informed of all occurrences and circumstances that are of significance to the implementation of the Agreement. This also applies to all documents, procedures, and conditions, which first emerge during the consultancy period.
- 5.3 The Client is obliged to take delivery and carry out inspection of any deliverables within 5 (five) working days and either accept or reject the deliverable. Rejection must be based on faulty performance, meaning that the deliverable is not in line with agreed specifications or agreed requirements, or if EPS-Connect breached any of its warranties ("Default") and EPS-Connect is liable for the Default.

In case of rejection EPS-Connect has the right and the duty to correct the Default in the deliverable within a commercially reasonable time and re-deliver the deliverable.

### 6 Fees, Change to Fees

- 6.1 The Fee shall be one or more of the following:
- as provided for in a Work Contract,
  - EPS-Connect's current standard charges and fees (see Section 6.2) as when the Service is invoiced,
  - Travel may be charged for travel outside Budapest at **1,-EUR / km**. Time spent traveling in excesses of 30 minutes per day is charged at half the applicable hourly rate.
  - use of external approved suppliers (subcontractors, consultants) will be charged to You at the supplier's prevailing rates.
- 6.2 EPS-Connect may publish its standard charges and fees at <http://www.eps-connect.com>.

STANDARD CHARGES AND FEES MAY CHANGE IN EPS-CONNECT'S SOLE DISCRETION. IN CASE PARTIES' AGREEMENT DOES NOT CONTAIN A CERTAIN FEE AMOUNT OR A FEE IS NOT EXPLICITLY WAIVED BY EPS-CONNECT IN WRITING, THE PUBLISHED STANDARD CHARGES AND FEES (AT THE TIME OF INVOICING) SHALL BE APPLICABLE.

- 6.3 Should more than one Client enter into this agreement the Clients shall be jointly and severally liable for payment in full of the Fees.

## 7 Payment

- 7.1 The Fees due from Client to EPS-Connect is exclusive of all taxes. Client agrees to pay any applicable sales, use, personal property, excise, value added, withholding and other such taxes imposed upon the transaction or the Services or their possession, use, operation or maintenance.
- 7.2 Invoices shall be issued with content in accordance with the laws of EPS-Connect's domicile. Any additional content or data to be indicated shall be notified by Client. Rejection of an invoice by Client due to missing data or information not notified to EPS-Connect shall be considered late payment.
- 7.3 If Client is overdue on any payment due, then EPS-Connect shall be entitled to claim interest on the overdue amount in line with applicable law.
- 7.4 If Client fails to make any payment to EPS-Connect on the due date then, without prejudice to any other right or remedy available to EPS-Connect, EPS-Connect shall be entitled upon giving not less than 5 (five) working days written notice to
- suspend the performance or further performance of its obligations under the Agreement without liability to Client or any Third Party; and
  - suspend the Client's rights to further make use of the received Products and/or Services.

## 8 Intellectual Property

- 8.1 Where EPS-Connect has designed, drafted or supplied works, materials, plans, or other documentation for the Client under the Agreement, then all rights, including copyrights in those shall remain vested in EPS-Connect, and shall only be used by the Client limited to the purpose for which it was provided. The Client shall not distribute or sell any works, materials, plans, or other documentation to any third party without the written consent of EPS-Connect.
- 8.2 Each Party grants only the licenses and rights in relation to Intellectual Property Rights specified in the Agreement and no other rights are granted either directly, by implication or otherwise.

With respect to works protected by Client IPR or works that are provided to EPS-Connect under the Agreement (including Client Content), Client agrees that it is fully capable and authorized to, and does grant all rights to perform any actions necessary to facilitate the fulfillment of EPS-Connect's responsibilities pursuant to the Agreement.

## 9 Liability

- 9.1 EPS-Connect shall have no liability to Client arising from or relating to any claim, event or occurrence relating to the Agreement, except in the event of:
- a claim by a Third Party that an EPS-Connect Product or Service infringes the Intellectual Property Rights of a Third Party, except if the infringement is due to instructions or specifications provided by the Client;

- damages for bodily injury (including death) and damage to tangible property;
- any damage caused by willful or grossly negligent conduct by EPS-Connect.

9.2 **Exclusion of Indirect Damages:** to the fullest possible extent allowed by applicable law, EPS-Connect shall not be liable to Client in contract, tort or otherwise, whatever the cause thereof, for any loss of profit, business or goodwill, loss of or corruption of confidential or other information or data, for business interruption, for loss of use of equipment, for loss of privacy, or any other indirect, special, consequential, incidental or punitive cost, damages or expense of any kind, howsoever arising under or in connection with the Agreement, except for breach of section 13 (Confidentiality).

9.3 **Limitation of Liability:** Regardless of the basis on which Client is entitled to claim damages from EPS-Connect and except as expressly required by law without the possibility of contractual waiver, EPS-Connect's entire liability for all claims in the aggregate arising from or related to each Agreement will not exceed the amount of any direct damages to the extent actually suffered by Client as immediate and direct consequence of the default or other liability, up to the amount of the Fees (if recurring, 12 months' Fee apply) received by EPS-Connect from the Client in connection with the Agreement that is the subject of the claim.

9.4 The limitation of liability in this section represents the agreed and bargained-for understanding of the Parties' and EPS-Connect's compensation for the Services reflects such allocations.

9.5 Client is responsible for selecting and specifying the Services that meet its needs and for the results obtained from the use of the Services, including Client's decision to implement any recommendation concerning Client's business practices and operations.

9.6 EPS-Connect will comply with laws applicable to it as a provider of the Services defined in the Agreement. EPS-Connect is not responsible for determining laws and regulations applicable to Client's business, including those relating to Products or Services that Client acquires on under the Agreement.

9.7 The Client shall not be entitled to set off against or deduct from the Fees any sums owed or claimed to be owed to the Client by EPS-Connect.

## 10 Changes to General Terms

10.1 EPS-Connect may in its sole discretion change the terms herein without any notice to Client. Changes shall never be retroactive and do not affect effective Work Contracts.

10.2 Terms and conditions included in a Work Contract may not be changed without the mutual consent of both Parties.

## 11 Cancellation

11.1 EPS-Connect may cancel any Agreement to which these Terms and Conditions apply or cancel the delivery of the Services at any time before delivery by giving written notice

to the Client. On giving notice EPS-Connect shall repay to the Client any sums paid in respect of the Fee. EPS-Connect shall not be liable for any damages or losses arising from such cancellation.

- 11.2 Should the Client cancel any contract with EPS-Connect the Client shall be liable for any loss incurred by EPS-Connect (including but not limited to loss of profits) up to the time of cancellation.

## 12 Termination

- 12.1 Either Party may terminate or rescind the Agreement if the other Party breaches its terms if the other Party is given reasonable time to remedy such breach.
- 12.2 Either Party shall have the right to terminate the Agreement immediately by extraordinary termination upon written notice in the event that the other Party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of its assets, ceases to conduct business, or an event equivalent to any of the above occurs under the laws of the domicile of the other Party.
- 12.3 EPS-Connect may terminate the Agreement by extraordinary termination upon sixty (60) days' prior written notice if all or more than fifty percent (50%) of the shares of Client or operational control of the Client is acquired directly or indirectly by a competitor of EPS-Connect.
- 12.4 Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of the Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to Definitions, Intellectual Property Rights, Liability, Confidentiality, and Miscellaneous.
- 12.5 Further rules of termination or rescission (retroactive termination) may be defined in the respective Work Contracts where applicable.

## 13 Confidential Information

- 13.1 Confidential Information is, and at all times will remain the property of the Disclosing Party. The Parties will: (i) maintain the confidentiality of each other's Confidential Information and not disclose it to any Third Party, except as authorized by the original Disclosing Party in writing; (ii) restrict disclosure of, and access to, Confidential Information to employees, contractors, agents or consultants who have a "need to know" in order for the Party to perform its obligations or exercise its rights under this Agreement, and who are bound to maintain the confidentiality of the Confidential Information by the terms of nondisclosure no less restrictive than those contained herein; (iii) handle Confidential Information with the same degree of care the Receiving Party applies to its own confidential information, but in no event, less than reasonable care; (iv) use Confidential Information only for the purpose of performing, and to the extent necessary, to fulfill their respective obligations under the Agreement; and (v) promptly notify each other upon discovery of any unauthorized use, access or disclosure of the Confidential

Information, take reasonable steps to regain possession and protection of the Confidential Information, and prevent further unauthorized action or breach of the Agreement.

- 13.2 The Receiving Party has no obligation to preserve the confidentiality of any information that is: (i) previously known, or received rightfully by the Receiving Party without any obligation to keep it confidential; (ii) distributed to Third Parties by the Disclosing Party without restriction; (iii) explicitly approved for release by written authorization of the Disclosing Party; (iii) publicly available other than by unauthorized disclosure; (iv) independently developed by the Receiving Party without the unlawful use of any of the Disclosing Party's Confidential Information or any breach of the Agreement; (v) any open source or non-proprietary software made available to use under the GPL, LGPL, Apache, or similar open license; or (vi) required to be disclosed under applicable law, court order, or other governmental authority lawfully demanding Confidential Information, provided that the Receiving Party complies with the obligations in section 13.3 below.
- 13.3 If a Receiving Party is compelled to disclose Confidential Information under applicable law, court order or other governmental authority lawfully demanding Confidential Information, the Receiving Party will: (i) give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to the disclosure and to seek a protective order or other appropriate remedy; (ii) use reasonable efforts to limit disclosure; (iii) disclose only the Confidential Information specifically required and only to the extent compelled to do so; and (iv) continue to maintain confidentiality after the required disclosure.
- 13.4 Each Party must require any Third Parties with whom Confidential Information must be shared in order to permit that Disclosing Party to perform its obligations hereunder to agree, in writing, to confidentiality obligations no less restrictive than those contained in this General Terms and any other confidentiality agreement (e.g. a separate NDA).
- 13.5 **Protection of Personal Data:** If not otherwise agreed, provision, transmission or processing of personal data shall not be among the purposes in the Agreement and no such data or information may be processed by any of the Parties. It is agreed that any kind of personal data transmitted to EPS-Connect by Client during the provision of the Services (e.g. as part of Client Content) shall be considered by EPS-Connect as rightfully transmitted with the informed consent of the data subject, and may be processed in accordance with applicable laws. Parties agree that personal data shall be promptly deleted or destroyed if the other Party requires so, due to the data subject objection against the processing the data.

## 14 Force Majeure Events

- 14.1 Neither Party (or any person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation under the Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of a Force Majeure Event.

- 14.2 A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of a Force Majeure Event:
- a) notify the other Party of the nature and extent of such Force Majeure Event; and
  - b) use all reasonable endeavors to remove any such causes and resume performance under this Agreement as soon as practicable.

## 15 Miscellaneous

- 15.1 **Notices:** Any notices to be given pursuant to the Agreement shall be given to the persons and at the addresses set forth in the respective Work Contract. If no such persons are designated, notices should be sent to the registered seat of EPS-Connect, and to the attention of any of its Managing Directors.

Notice may be by regular mail with delivery receipt if mailed from and to addresses within the EU. Such notices are deemed delivered as of the date specified on the delivery receipt. Notices within the EU may also be delivered by private courier. Notices from or to addresses outside the EU shall be provided by a recognized private courier service such as DHL or UPS. Notices delivered by private courier are deemed delivered on the date appearing on the courier's Internet interface. If there is a difference between the arrival time of any notice among different addresses of the same Party, the date of delivery shall be the later of the delivery dates.

- 15.2 **Disputes:** Parties will attempt in good faith to resolve all disputes relating to the Agreement.
- 15.3 **Governing Law, Forum:** Each Party warrants that it has the right, power and capacity to enter into a binding obligation under this General Terms. This General Terms shall be governed by the laws of Hungary, notwithstanding its choice of law provisions, and notwithstanding that both Parties may be domiciled in other nations. If any action is brought to enforce any provision of this General Terms, it shall be brought in the courts of Hungary, and the prevailing Party therein shall be entitled to recover its reasonable attorneys' fees.
- 15.4 **Assignment:** Except as otherwise provided in this paragraph, neither Party may assign the Agreement or any of its rights or obligations under the Agreement, without the prior written approval of the other Party, which will not be unreasonably withheld.
- 15.5 **No Resale:** Client agrees not to resell any works, materials, plans, or other documentation, products or Services without EPS-Connect's prior written consent.
- 15.6 **Successors and third parties:** the Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and permitted assigns. A person who is not a Party has no rights except where rights are explicitly granted in the Agreement to third parties.
- 15.7 **Status of Parties:** each Party is engaged by the other Party as an independent contractor solely for the purposes

set forth herein and shall not be considered by reason of the Agreement or otherwise as being an agent or employee of the other Party or of any of its subsidiaries or affiliates. No Agreement does create an agency, joint venture, or partnership between Client and EPS-Connect.

- 15.8 **Waiver:** failure of either Party to insist upon the performance of any term, covenant, or condition in the Agreement, or to exercise any rights under the Agreement, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, or the future exercise of any such right. The obligation of each Party with respect to such future performance will continue in full force and effect.
- 15.9 **No Exclusivity:** nothing in the Agreement shall be construed so as to create an exclusive business relationship between the Parties, or to restrict EPS-Connect's use or sale of its Products and Services. Each Party is free to enter into similar agreements with Third Parties to develop, acquire, or provide competitive products or services.
- 15.10 **Non-solicitation:** During the term of the Agreement and for a period of 2 (two) years thereafter, the Client shall not directly or indirectly solicit any employee of EPS-Connect to enter into any employment or consulting relationship with Client or to terminate such employee's employment relationship with EPS-Connect. Nothing in this section may be interpreted or construed to prohibit Client from hiring any person who submits an unsolicited application for employment or an application for employment in response to a general announcement of a job opening.