

## GENERAL TERMS AND CONDITIONS FOR SERVICE PROVISION RELATIONSHIP

These General Terms and Conditions (hereinafter referred to as GTC) (registered seat: H-1134 Budapest, Váci út 35., company registry number: Cg. 01-09-667975; tax number: 12175136-2-44, hereinafter referred to as DIGI) will govern DIGI Távközlési és Szolgáltató Korlátolt Felelősségű Társaság's contracting related to service provision relationships. By service provision relationship, we mean any contractual relationship that is intended to obtain a variety of services<sup>1</sup> once or regularly, provided on a commercial basis regardless of whether it was established with another natural or legal person, or with an entity without legal personality (hereinafter: Service Provider or Seller). The provisions of the GTC shall form an integral part of the service contract/order (hereinafter referred to as the Contract) concluded by DIGI with the service provider, and shall only be interpreted jointly with it.

### 1) Establishing a legal relationship

1.1 The legal relationship between DIGI and the service provider (hereafter collectively referred to as the Parties) is considered to have been concluded if the Parties conclude a Contract within the time limit of the bid being binding, or if DIGI sends a written order for service that the service provider confirms in writing with identical content within 2 days, or in any other way, a legal relationship aimed at the performance of services is established between the Parties at the time of establishment of the legal relationship. Until confirmed by the service provider, DIGI may cancel its call for proposals without compensation obligation. If the service provider does not return the written order within two business days, the order will be considered to be confirmed by DIGI Zrt, with the content as it has been sent out.

In the contractual relationship established, the conditions set out in the Contract shall apply. If a matter is not settled in the Contract, the terms of these GTC shall apply. If a matter is settled in the Contract, and is different from the provisions of these GTC, the provisions of the Contract shall apply. The technical specification forming part of the call for proposals prior to the establishment of the legal relationship, and the technical offer made for the specification, as well as these GTC form an integral part of the Contract.

1.2 If the service provider also has GTC, in the event of any conflict between the service provider's GTC and DIGI Zrt's GTC, the conflict affecting parts of the GTC will be automatically replaced by the provisions of the Civil Code. (Act V of 2013).

### 2) Service fee

The service fee indicated in the Contract is a fixed fee which cannot be unilaterally modified under the terms of the Contract, and includes all incidental and other costs of all subtasks incurred by the service provider in connection with the performance. In addition to the value stated in the Contract, a separate remuneration or reimbursement is only payable to the service provider if it is expressly and explicitly agreed upon by DIGI in the Contract.

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<sup>1</sup> which *generally* allow the maintenance, transmission, storage, extension, development, conversion of a person's, object's, knowledge's, process' state without altering its fundamental nature. No new product is created, it directly meets the needs of the members of society and the needs of production.

### **3) Terms of payment**

DIGI will pay the service fee upon performance, based on the performance certificate signed by both Parties, against an invoice issued in accordance with the Act CXXVII of 2007 on General Sales Tax (hereinafter referred to as the "VAT Act"), as outlined in the Contract.

Parties may agree on settlement in accordance with Article 58 of the VAT Act if the period of performance and the consideration thereof are determined periodically. The basis of the issuance shall be due performance under the Contract.

An original copy of the performance certificate signed by the authorized representative of DIGI shall be attached to the invoice. The content of the invoice shall match the content of the performance certificate. If the Contract has an identification number, it shall be indicated on the invoice.

An original copy of the performance certificate signed by the service provider's representative shall be attached to the invoice. If the Contract has an identification number, it shall be indicated on the invoice.

The Seller shall issue an invoice that is in accordance with the laws in force in 2 copies, 15 days from the date of performance, and deliver it to DIGI within 5 days from the date of issue. If the invoice is not sent by the Seller within the deadline, the payment deadline will be extended by the number of the days of delay.

DIGI will pay the amount of the invoice by transfer to Seller's account within 45 days of its issue (unless the Parties have agreed to a different payment deadline in the Contract or in the Order).

If DIGI has any objection to the submitted invoice, it is obliged to return the invoice to the Contractor by indicating the error. DIGI has the right of objection before the payment due date of the invoice.

### **4) Place and deadline of performance**

The place of performance, where applicable, shall be defined in the Contract. Should it not be defined, the place of performance is DIGI Zrt's registered office.

The deadline of performance is the date stipulated in the Contract.

### **5) Rights and obligations of DIGI**

- a) DIGI is obliged to provide to service provider the information at its disposal necessary for service provider's performance, according to service provider's written request, in a timely and appropriate manner.
- b) DIGI is entitled to check performance by the service provider at any time. The service provider may not be discharged from its liabilities even if DIGI has not exercised this right, or executed it in an unsatisfactory manner.
- c) After completing the task and submitting the invoice and the attached certificate of performance signed by the authorized representative of DIGI, DIGI will fulfill its payment obligation in accordance with the Contract.
- d) Unless otherwise agreed by the Parties, the ownership of any physical and/or intellectual property created and/or produced by the service provider for the performance or during the performance of the Contract or, in the case of the exclusion of ownership, the right to use without time, space and use limitation is due DIGI

## 6) Rights and obligations of the service provider

- a) The service provider is obliged to perform the task specified in the Contract in the manner and with the content specified in the Contract, within the deadline/duration specified therein. The service provider shall further perform all such activities specifically not mentioned in the contractual documents that are needed for the performance of the Contract. An appropriate assessment of the scope and extent of these tasks is the responsibility and risk of the service provider. The service provider shall perform the Contract in line with the interests of DIGI
- b) The service provider shall inform DIGI upon the request of the latter or – when necessary – without any inquiry, as regards to the progress of the matter, especially when newly occurring circumstances call for the modification of the instructions.
- c) The service provider is entitled to rely on contributors for the performance of the activities only with the prior written consent of DIGI For the contributors' activities, the service provider shall be liable as if the given duty had been executed by itself. In case any previously unapproved collaborators are involved, DIGI is entitled to request the immediate cessation of their work if this does not happen, it is entitled to terminate the Contract with immediate effect. In case any unauthorized subcontractors are involved, the service provider shall also be liable for any damages caused, which would not have occurred without such involvement. The service provider and its contributors are obliged to comply with the instructions of DIGI
- d) The service provider shall notify DIGI whenever the service provider is given impractical or unprofessional instructions by DIGI The service provider is responsible for any damage arising from the failure to provide such warning. However if DIGI maintains its instruction despite service provider's warning, the latter may deny performance. If performance is not denied, the service provider is obliged to perform the task according to the instructions of DIGI, at the risk of DIGI The service provider is obliged to refuse to comply with the instructions given by DIGI if their execution would be an infringement of legislation or of an administrative authority's decision, or it would endanger the identity and/or property of others.
- e) The service provider warrants that, during the performance of the Contract, it will not use any physical or intellectual property that could harm the rights of third parties, and furthermore that the service provider has the right to grant the right of ownership or use to DIGI Zrt under Section 5 d) of these GTC.

## 7) Contractual penalty

- a) Default penalty: if the service provider delays by any obligation it undertakes, for reasons that he or she is responsible for (including the obligation to provide data or other intermediate obligation to act), then the service provider is obliged to pay to DIGI a default penalty. The basis of the penalty is the net amount of the service fee determined as the consideration for the delayed service if this cannot be determined, it is the total net service fee. For each delayed day, the amount of the penalty shall amount to 1% and no more than 20%.
- b) Defective performance penalty: In the event of defective performance by the service provider, it is liable to pay a contractual penalty. In the event of defective performance, the basis of the penalty is the net amount of the service fee determined as the consideration for the defectively performed service if this cannot be determined, it is the total net service fee. For defective performance, the rate of the contractual penalty is 20%.
- c) Cancellation fee: If the performance becomes impossible (it fails) for reasons attributable to the service provider, and in the event that the default penalty has reached the maximum

amount and DIGI withdraws from the Contract or terminates the Contract with immediate effect, the service provider is obliged to pay a cancellation fee of 30% of the net value of the total service fee.

- d) Contractual penalty shall be paid by the service provider, within 8 days following DIGI Zrt's notice thereof. DIGI is entitled to enforce its claim for penalty by offsetting.
- e) DIGI has the right to claim damages exceeding the penalty from the service provider and is entitled to enforce any other rights resulting from the breach of contract as well.
- f) The payment of the contractual penalty stipulated for events of delay or defective performance shall not be interpreted as service provider's discharge from the obligation to perform.
- g) Liquidated damages can be applied independently, together.

## **8) Force majeure**

Performance of the Parties lacking conformity shall not qualify as a breach of contract if the Party's late performance or failure to comply with other obligations incumbent upon it under the Contract is a consequence of a force majeure event. All events are considered to be force majeure, that are outside the scope of the non-performing Party's scope of interest, that were not foreseeable and could not be traced back to the failure, omission or negligence of the non-performing Party. If a force majeure event occurs, the concerned Party shall immediately notify the other Party in writing of the resulting force majeure event, its expected duration, and the extent to which the force majeure event affects the performance of the Contract.

If an event of force majeure continues to exist after existing for a period of 90 days, Parties are obliged to consult with each other on the performance of the Contract; if the consultations will not be successful within 45 days, any Party may withdraw from the Contract without the obligation to pay compensation or if cancellation is no longer possible, it may terminate the Contract.

## **9) Compensation and responsibilities**

The service provider assumes full responsibility for compliance with deadlines, professional performance, service in compliance with the Contract and appropriate level of service. The service provider is fully liable to DIGI for damages in the event of any breach of the contract (including consequential loss and lost profits).

In the event that the service provider causes damage to DIGI Zrt's or any third-party equipment during the work, or hinders their function, the service provider shall be obliged to fully compensate for the damage caused.

## **10) Guarantee**

The service provider shall assume guarantee for the work performed as follows:

- a.) The service provider warrants for the service it provides, for professional performance of the work, for materials and components it has repaired, maintained or supplied and installed, for their material quality, working and installment for a minimum period of 12 months unless the law lays down a longer warranty period for the particular service. Guarantee period begins with the date of signature of the performance certificate by DIGI. During the guarantee period, upon receipt of the error report sent by DIGI, the service provider shall be obliged to appear on the location specified by DIGI, to start troubleshooting and to complete it by the time specified in the Contract or agreed upon with DIGI.

- b.) A record shall be kept by the Parties of the perceived error or abnormal circumstances, the probable cause of the failure, and error correction.
- c.) In the case of replacement of defective equipment, parts etc., the guarantee period shall be resumed for the replaced equipment, parts, etc.
- d.) The service provider shall be exempted from the guarantee obligation in the case of any improper use of the device, equipment by DIGI, or in case it does not use service provider's services for repairing the error falling within the scope of the guarantee, except if the service provider fails to report to DIGI immediately after receiving the error message and to commence the repair work, even after such error message has been repeatedly received.

## **11) Modification or termination of the contractual relationship**

- a.) The Parties may modify this Contract solely in writing, taking into account the relevant legislation.
- b.) Fixed-term contractual relationship is terminated upon expiry of the period laid down in the Contract unless otherwise provided by the GTC (in particular Sections 10 and 14 thereof).
- c.) In the case of a fix-term contract and a contract for indefinite term, DIGI has the right, with a written, unilateral legal declaration to withdraw from the Contract without justification until the performance of the Contract, and then to terminate it, subject to the termination period specified in the Contract. In the case of termination, DIGI is obliged to take into account the provisions of Article 6:249 of the Civil Code.
- d.) The Parties are entitled to terminate the Contract with immediate effect (by withdrawal or if this is not possible, by termination) if the other Party breaches its obligation seriously and does not abandon breaching the contract, despite the written request of the other Party. DIGI shall in particular have the right to terminate the Contract with immediate effect if the amount of the default penalty payable by the service provider reaches the maximum amount of 20% specified in Section 8 of these GTC.

## **12) Notices**

All communications between the Parties may only be effected in writing (e.g. by postal mail, personally handed document, minutes, e-mail) by persons designated by the Contract or registered representatives of the Parties.

Parties' communications to each other related to the Contract shall be deemed to have been duly completed if they were sent in writing to the address of the other Party's representative specified in the Contract by letter, or e-mail, and if receipt can be proven by acknowledgment of receipt, or electronic receipt certificate. The message that was sent in accordance with the above, but which arrived to the place of reception after working time (17:00 h) or not on a business day, may only be considered received at the point of receipt on the next working day.

In the case of registered mails the notice shall be deemed to have been received on the fifth day following the dispatch, in the case of delivery by hand on the day of delivery, and in the case of e-mails at the time indicated on the electronic confirmation (on weekdays or holidays on the first working day following the transmission). In the event of a dispute, the sending party shall be able to prove the fact that the dispatch has taken place.

Withdrawal or termination of the Contract may only be communicated to the other Party through registered letter with acknowledgment of receipt or delivery by hand.

The provisions on the handling of personal data are contained in the "Privacy Notice on the processing of personal data to contracts concluded with contractual partners": <https://digi.hu/informacio/adatvedelmi-es-felhasznalasi-feltetelek>

### **13) Confidentiality**

The Parties shall treat the Contract as well as any information they have received in connection with it or during the execution of it, as trade secret (hereinafter referred to as "secret"), which may only be used for the performance of the Contract and may not be disclosed to unauthorized persons; accordingly, they shall not engage in any communication activities with respect to the Contract or the plans, documents, and secrets created during the performance of the Contract. Contracting Parties shall keep all secrets as strictly confidential and shall not disclose them without the prior written permission of the other Party, shall not provide them to any unauthorized person, and shall not make them available to such person, neither during the term of the Contract nor after its termination. The Parties shall ensure that any secrets are treated as trade secrets by other persons in legal relationship with them, both during the term of the Contract and after its termination. In the event of termination of the Contract for any reason, and following the termination of the Contract, the Parties shall be bound by the obligation of confidentiality for an indefinite period of time.

### **14) Governing law**

In the event of any dispute or disagreement affecting the Contract, the relevant provisions of Hungary's laws, in particular of the Act V of 2013 on the Civil Code, shall apply. The Parties shall do their utmost to settle the disputes by way of direct negotiations in a peaceful manner, in the event of their failure exceeding 30 days, any Party may appeal to the competent court having jurisdiction.

## **GENERAL TERMS AND CONDITIONS FOR BUSINESS RELATIONSHIP**

These General Terms and Conditions (hereinafter referred to as GTC) (registered seat: H-1134 Budapest, Váci út 35., company registry number: Cg. 01-09-667975; tax number: 12175136-2-44, hereinafter referred to as DIGI) will govern DIGI Távközlési és Szolgáltató Korlátolt Felelősségű Társaság's contracting related to business relationship. By business relationship, we mean any contractual relationship under which the contractor is required to carry out an achievable activity, and the customer is required to take it over and pay the contractor's fee regardless of whether it was established with another natural or legal person, or with an entity without legal personality (hereinafter: Service Provider or Seller).. The provisions of the GTC shall form an integral part of the works contract/order (hereinafter referred to as the Contract and the Order) concluded by DIGI with the contractor and shall only be interpreted jointly with it.

### **1) Establishing the legal relationship**

1.1 The legal relationship between DIGI and the contractor (hereafter collectively referred to as the Parties) is considered to have been concluded if the Parties conclude a Contract within the time limit of the bid being binding, or if DIGI sends a written order that the contractor confirms in writing with identical content within 2 days. Until confirmed by the contractor, DIGI may cancel its call for proposals without compensation obligation. If the contractor does not return the written order within two business days, the order will be considered to be confirmed by DIGI, with the content as it has been sent out.

In the contractual relationship established, the conditions set out in the Contract shall prevail. If a matter is not settled in the Contract, the terms of these GTC shall apply. If a matter is settled in the Contract, and is different from the provisions of these GTC, the provisions of the Contract shall apply. The technical specification forming part of the call for proposals prior to the establishment of the legal relationship, and the technical offer made for the specification (accepted by both Parties), as well as these GTC form an integral part of the Contract. Should the technical specification or the technical offer given deviate from the provisions of the Contract and these GTC, the provisions of the Contract shall in any event apply.

1.2 If the contractor also has GTC, in the event of a conflict between the contractor's GTC and DIGI's GTC, the conflict affecting parts of the GTC will be automatically replaced by the provisions of the Civil Code. (Act V of 2013).

### **2.) Contractor's fee**

The contractor's fee indicated in the Contract (hereinafter referred to as the contractor's fee) is a fixed fee which cannot be unilaterally modified under the terms of the Contract, and includes all incidental and other costs of all subtasks incurred by the contractor in connection with the performance. In addition to the value stated in the Contract, a separate remuneration or reimbursement is only payable to the contractor if it is expressly and explicitly agreed upon by DIGI in the Contract.

### **3) Terms of payment**

DIGI will pay the contractor's fee upon performance, based on the performance certificate signed by both Parties, against an invoice issued in accordance with the Act CXXVII of 2007 on General Sales

Tax (hereinafter referred to as the "VAT Act") and the provisions of the Contract, as outlined in the Contract.

Parties may agree on settlement in accordance with Article 58 of the VAT Act if the period of performance and the consideration thereof are determined periodically. The basis of the issuance shall be the due performance under the Contract.

An original copy of the performance certificate signed by the authorized representative of DIGI shall be attached to the invoice. The content of the invoice shall match the content of the performance certificate. If the Contract has an identification number, it shall be indicated on the invoice.

An original copy of the performance certificate signed by the contractor's representative shall be attached to the invoice. If the Contract has an identification number, it shall be indicated on the invoice.

The contractor shall issue an invoice that is in accordance with the laws in force in 2 copies, 15 days from the date of performance, and deliver it to DIGI within 5 days from the date of issue. If the invoice is not sent by the contractor within the deadline, the payment deadline will be extended by the number of the days of delay.

DIGI will pay the amount of the invoice by transfer to contractor's account within 45 days of its issue (unless the Parties have agreed to a different payment deadline in the Contract or in the Order).

If DIGI has any objection to the submitted invoice, it is obliged to return the invoice to the contractor by indicating the error. DIGI has the right of objection before the payment due date of the invoice.

#### **4) Place and deadline of performance**

The place of performance shall be defined in the Contract. Should it not be defined, the place of performance is DIGI's registered office.

The deadline of performance is the date stipulated in the Contract.

#### **5) Rights and obligations of DIGI**

- a) DIGI is obliged to provide to contractor the information at its disposal necessary for contractor's performance, according to contractor's written request, in a timely and appropriate manner.
- b) DIGI is entitled to check performance by the contractor and the materials to be used at any time. The contractor may not be discharged from its liabilities even if DIGI has not exercised this right, or executed it in an unsatisfactory manner.
- c) After completing the task and submitting the invoice and the attached certificate of performance signed by the authorized representative of DIGI, DIGI will fulfill its payment obligation in accordance with the Contract.
- d) Unless otherwise agreed by the Parties, the ownership of any physical and/or intellectual property created and/or produced by the contractor for the performance or during the performance of the Contract or, in the case of the exclusion of ownership, the right to use without time, space and use limitation is due DIGI
- e) DIGI (if the place of performance of the Contract is the work area designated by DIGI) is obliged to provide it to the Contractor in a state suitable for work, subject to the provisions of Article 6:241 and Article 6:243 of the Civil Code.



## 6) Rights and obligations of the contractor

- a) The contractor is obliged to perform the task specified in the Contract in the manner and with the content specified in the Contract, within the deadline specified therein. The contractor shall further perform – in view of the provisions of Article 6:244 of the Civil Code (extra work, supplementary work) – all such activities specifically not mentioned in the contractual documents that are needed for the performance of the Contract. An appropriate assessment of the scope and extent of these tasks is the responsibility and risk of the contractor. The contractor shall perform the Contract in line with the interests of DIGI
- b) The contractor shall arrange for the performance of the activity to ensure the safe, professional, economical and timely completion of the activity. It is the responsibility of the contractor to obtain any material required for the production of the work.
- c) The contractor shall inform DIGI upon the request of the latter or – when necessary – without any inquiry, as regards to the progress of the matter, especially when newly occurring circumstances call for the modification of the instructions.
- d) The contractor is entitled to rely on contributors for the performance of the activities only with the prior written consent of DIGI For the contributors' activities, the contractor shall be liable as if the given duty had been executed by itself. In case any previously unapproved collaborators are involved, DIGI is entitled to request the immediate cessation of their work if this does not happen, it is entitled to terminate the Contract with immediate effect. In case any unauthorized subcontractors are involved, the contractor shall also be liable for any damages caused, which would not have occurred without such involvement. The contractor and its contributors are obliged to comply with the instructions of DIGI
- e) The contractor shall carry out the works in compliance with DIGI Zrt's instructions. The instruction cannot cover the organization of the activity and cannot make performance more burdensome. The contractor shall notify DIGI whenever the contractor is given impractical or unprofessional instructions by DIGI The contractor is responsible for any damage arising from the failure to provide such warning. However if DIGI maintains its instruction despite contractor's warning, the latter may deny performance. If performance is not denied, the contractor is obliged to perform the task according to the instructions of DIGI, at the risk of DIGI The contractor is obliged to refuse to comply with the instructions given by DIGI if their execution would be an infringement of legislation or of an administrative authority's decision, or it would endanger the identity and/or property of others.
- f) The hazardous, industrial and municipal waste generated during the work is to be stored by the contractor at the designated location, and the contractor shall be required to transport and handle it in accordance with the legal regulations. The contractor shall return the work area to DIGI in an orderly and clean condition.
- g) The contractor declares, at the same time it warrants that, during the performance of the Contract, it will not use any physical or intellectual property that could harm the rights of third parties, and furthermore that the contractor has the right to grant the right of ownership or use to DIGI under Section 5 d) of these GTC.

## **7) Delivery and acceptance**

The contractor shall be obliged to hand over the work to DIGI in the course of a delivery/acceptance procedure, during which the Parties are required to carry out the usual (quantitative and qualitative) tests in order to establish whether the performance has been contractual.

The Parties consider the provisions of Article 6:247 of the Civil Code to be governing delivery/acceptance procedure and acceptance or refusal of work.

## **8) Contractual penalty**

- a) Default penalty: if the contractor delays by any obligation it undertakes, for reasons that he or she is responsible for (including the obligation to provide data or other intermediate obligation to act), then the contractor is obliged to pay to DIGI a default penalty. The basis of the penalty is the net amount of the contractor's fee determined as the consideration for the delayed task performance if this cannot be determined, it shall be the total net contractor's fee. For each delayed day, the amount of the penalty shall amount to 1% and no more than 20%.
- b) Defective performance penalty: In the event of defective performance by the contractor, it is liable to pay a contractual penalty. In the event of defective performance, the basis of the penalty is the net amount of the contractor's fee determined as the consideration for the defectively performed task if this cannot be determined, it shall be the total net contractor's fee. For defective performance, the rate of the contractual penalty is 20%.
- c) Cancellation fee: If the performance becomes impossible (it fails) for reasons attributable to the contractor, and in the event that the default penalty has reached the maximum amount and DIGI withdraws from the Contract or terminates the Contract with immediate effect, the contractor is obliged to pay a cancellation fee of 30% of the net value of the total service fee.

Contractual penalty shall be paid by the contractor, within 8 days following DIGI Zrt's notice thereof. DIGI is entitled to enforce its claim for penalty by offsetting.

DIGI has the right to claim damages exceeding the penalty from the contractor and is entitled to enforce any other rights resulting from the breach of contract as well.

The payment of the contractual penalty stipulated for events of delay or defective performance shall not be interpreted as contractor's discharge from the obligation to perform.

Liquidated damages can be applied independently, together.

## **9) Force majeure**

Performance of the Parties lacking conformity shall not qualify as a breach of contract if the Party's late performance or failure to comply with other obligations incumbent upon it under the Contract is a consequence of a force majeure event. All events are considered to be force majeure, that are outside the scope of the non-performing Party's scope of interest, that were not foreseeable and could not be traced back to the failure, omission or negligence of the non-performing Party. If a force majeure event occurs, the concerned Party shall immediately notify the other Party in writing of the resulting force majeure event, its expected duration, and the extent to which the force majeure event affects the performance of the Contract.

If an event of force majeure continues to exist after existing for a period of 90 days, Parties are obliged to consult with each other on the performance of the Contract; if the consultations will not be successful within 45 days, any Party may withdraw from the Contract without the obligation to pay compensation or if cancellation is no longer possible, it may terminate the Contract.

#### **10) Compensation and responsibilities**

The contractor assumes full responsibility for the due performance of the Contract, compliance with deadlines, professional performance, and appropriate level of service. The contractor is fully liable to DIGI (including consequential loss and lost profits).

In the event that the contractor causes damage to DIGI Zrt's or any third-party equipment during the work, or hinders their function, the service provider shall be obliged to fully compensate for the damage caused.

#### **11) Guarantee**

The contractor shall assume guarantee for the work performed as follows:

- a.) The contractor warrants for flawless performance, professional performance of the work, for materials and components it has repaired, maintained or supplied, for their material quality, working and installment for a minimum period of 12 months unless the law lays down a longer warranty period for the above. Guarantee period begins with the date of signature of the performance certificate by DIGI. During the guarantee period, upon receipt of the error report sent by DIGI, the contractor shall be obliged to appear on the location specified by DIGI, to start troubleshooting and to complete it by the time specified in the Contract or agreed upon with DIGI.
- b.) A record shall be kept by the Parties of the perceived error or abnormal circumstances, the probable cause of the failure, and error correction.
- c.) In the case of repair/replacement of defective equipment, parts etc., the guarantee period shall be resumed for the repaired/replaced equipment, parts, etc.
- d.) The contractor shall be exempted from the guarantee obligation in the case of any improper use of the device, equipment by DIGI, or in case it does not use contractor's services for repairing the error falling within the scope of the guarantee, except if the contractor fails to report to DIGI immediately after receiving the error message and to commence the repair work, even after such error message has been repeatedly received.
- e.) The contractor shall also be discharged from its guarantee obligations in case it is evidenced that the cause of the defect has arisen after performance. The Parties further consider the guarantee provisions of Article 6:171-173 of the Civil Code to be governing.
- f.) The announcement of the guarantee claim by DIGI does not impair its right to enforce payment for damages resulting from erroneous performance of the ordered work from the contractor.

#### **12) Modification or termination of the contractual relationship**

- a.) The Parties may modify this Contract solely mutually and in writing, taking into account the relevant legislation.
- b.) A fixed-term contract will expire upon expiry of the period specified therein.
- c.) The Contract shall also terminate upon due performance by the contractor.
- d.) In the case of a fix-term contract and a contract for indefinite term, DIGI has the right, with a written, unilateral legal declaration to withdraw from the Contract without justification until

the performance of the Contract, and then to terminate it, subject to the termination period specified in the Contract. In the case of termination, DIGI is obliged to take into account the provisions of Article 6:249 of the Civil Code.

- e.) DIGI shall in particular have the right to terminate the Contract with immediate effect if the amount of the penalty payable by the contractor reaches the maximum amount specified in Section 8 of these GTC.
- f.) In the event of the impossibility of the Contract, the provisions of Article 6:248 of the Civil Code shall be considered guiding by the Parties.

### **13) Notices**

All communications between the Parties may only be effected in writing (e.g. by postal mail, personally handed document, minutes, e-mail) by persons designated by the Contract or registered representatives of the Parties.

Parties' communications to each other related to the Contract shall be deemed to have been duly completed if they were sent in writing to the address of the other Party's representative specified in the Contract by letter, or e-mail, and if receipt can be proven by acknowledgment of receipt, or electronic receipt certificate. The message that was sent in accordance with the above, but which arrived to the place of reception after working time (17:00 h) or not on a business day, may only be considered received at the point of receipt on the next working day.

In the case of registered mails the notice shall be deemed to have been received on the fifth day following the dispatch, in the case of delivery by hand on the day of delivery, and in the case of e-mails at the time indicated on the electronic confirmation (on weekdays or holidays on the first working day following the transmission). In the event of a dispute, the sending party shall be able to prove the fact that the dispatch has taken place.

Withdrawal or termination of the Contract may only be communicated to the other Party through registered letter with acknowledgment of receipt or delivery by hand.

The provisions on the handling of personal data are contained in the "Privacy Notice on the processing of personal data to contracts concluded with contractual partners": <https://digi.hu/informacio/adatvedelmi-es-felhasznalasi-feltetelek>

### **14) Confidentiality**

The Parties shall treat the Contract as well as any information they have received in connection with it or during the execution of it, as trade secret (hereinafter referred to as "secret"), which may only be used for the performance of the Contract and may not be disclosed to unauthorized persons; accordingly, they shall not engage in any communication activities with respect to the Contract or the plans, documents, and secrets created during the performance of the Contract. Contracting Parties shall keep all secrets as strictly confidential and shall not disclose them without the prior written permission of the other Party, shall not provide them to any unauthorized person, and shall not make them available to such person, neither during the term of the Contract nor after its termination. The Parties shall ensure that any secrets are treated as trade secrets by other persons in legal relationship with them, both during the term of the Contract and after its termination. In the event of termination of the Contract for any reason, and following the termination of the Contract, the Parties shall be bound by the obligation of confidentiality for an indefinite period of time.

### **15) Governing law**

In the event of any dispute or disagreement affecting the Contract, the relevant provisions of Hungary's laws, in particular of the Act V of 2013 on the Civil Code, shall apply. DIGI and the contractor shall do their utmost to settle the disputes by way of direct negotiations in a peaceful manner, in the event of their failure exceeding 30 days, any Party may appeal to the competent court having jurisdiction.

## GENERAL TERMS AND CONDITIONS FOR LEGAL RELATIONSHIP GOVERNING THE SALE OF MOVABLE PROPERTY

These General Terms and Conditions (hereinafter referred to as GTC) (registered seat: H-1134 Budapest, Váci út 35., company registry number: Cg. 01-09-667975; tax number: 12175136-2-44, hereinafter referred to as DIGI or Buyer) will govern DIGI Távközlési és Szolgáltató Korlátolt Felelősségű Társaság's legal relationships related to the sale of movable property in a uniform manner.

The provisions of the GTC shall form an integral part of contract of sale/order of movable property and confirmation with identical content (hereinafter collectively referred to as "**Contract**") concluded by DIGI with the seller "**Seller**"), and shall only be interpreted jointly with it. These GTC are applicable to relationships governing the transfer for valuable consideration of a right.

### 1) Establishing a legal relationship

The relationship between Buyer and Seller (hereafter collectively referred to as the Parties) is established

- if the Parties conclude a Contract within the time limit of the bid being binding, or
- if the Buyer sends a written order that the Seller confirms in writing with identical content within 2 days.

(hereinafter collectively referred to as the Contract)

Until confirmed by the Seller, DIGI may cancel its call for proposals without compensation obligation. If the Seller does not return the written order within two business days, the order will be considered to be confirmed by the Buyer, with the content as it has been sent out.

In the contractual relationship established, the conditions set out in the Contract shall prevail, while if a matter is not settled in the Contract, the terms of these GTC shall apply. If a matter is settled in the Contract, and is different from the provisions of these GTC, the provisions of the Contract shall apply.

The technical specification forming part of the call for proposals prior to the establishment of the legal relationship, and the technical offer made for the specification (accepted by both Parties) form an integral part of the Contract. Should the technical specification or the technical offer given deviate from the provisions of the Contract, the provisions of the Contract shall in any event apply.

If the Seller also has GTC, in the event of any conflict between the Seller's GTC and DIGI Zrt's GTC, the conflict affecting parts of the GTC will be automatically replaced by the provisions of the Civil Code. (Act V of 2013).

### 2) Purchase price

The purchase price indicated in the Contract (hereinafter referred to as the purchase price) is a fixed fee which cannot be unilaterally modified under the terms of the Contract. The purchase price includes all costs arising from the performance of the Contract, in particular the fees related to the transfer of ownership of the movable property, and the fees related to its giving into possession, its delivery to the location specified in the contract, as well as other incidental costs.

In addition to the purchase price, a separate remuneration or reimbursement is only payable to the Seller if it is expressly and explicitly agreed upon by Buyer in the Contract.

### **3) Terms of payment**

DIGI will pay the purchase price upon due performance under the Contract, based on the performance certificate signed by both Parties, against an invoice issued in accordance with the Act CXXVII of 2007 on General Sales Tax (hereinafter referred to as the "VAT Act"), as outlined in the Contract.

In the case of a contract of sale concluded for the future provision of property sorted by variety and quantity if the Parties agree to complete the Contract in installments, they may agree on settlement in accordance with Article 58 of the VAT Act if the period of performance and the consideration thereof are determined periodically.

An original copy of the performance certificate signed by the Buyer's representative shall be attached to the invoice. If the Contract has an identification number, it shall be indicated on the invoice.

The Seller shall issue an invoice that is in accordance with the laws in force in 2 copies, 15 days from the date of performance, and deliver it to DIGI within 5 days from the date of issue. If the invoice is not sent by the Seller within the deadline, the payment deadline will be extended by the number of the days of delay.

DIGI will pay the amount of the invoice by transfer to Seller's account within 45 days of its issue (unless the Parties have agreed to a different payment deadline in the Contract).

If DIGI has any objection to the submitted invoice, it is obliged to return the invoice to the Contractor by indicating the error. DIGI has the right of objection before the payment due date of the invoice.

In the event of default payment, DIGI is obliged to pay the rate of default interest as set out in the Civil Code unless otherwise agreed by the Parties in the Contract.

### **4) Rights and obligations of the Parties**

- a.) The Buyer is obligated to accept the property in the case of contractual and certified performance and to pay the purchase price against an invoice corresponding to legislations and the provisions of the Contract, in the case of compliance with the present GTC, the applicable laws and the Contract.
- b.) Seller is obliged to transfer the ownership of the movable property, provided that Seller can hold property rights until the full payment of the purchase price, in compliance with the provisions of Article 6:216 of the Civil Code.
- c.) The Seller is required to guarantee and assume that the property will be sold with full title guarantee, and that Buyer's ownership is not excluded, limited or disturbed by the rights of third parties. If Seller fails to comply with his/her obligation related to warranty of title, the Buyer shall be entitled to call for the removal of the obstacle or the clearing of the property, while setting a time-limit, in the event of an unsuccessful expiry of the time-limit, the Buyer shall be entitled to withdraw from the Contract with no obligation of compensation or indemnity, and to demand damages from the Seller.
- d.) From giving into possession, the Buyer is entitled to use the property, to collect the proceeds from it and to bear the risk of damage.

## 5) Delivery and acceptance

The Seller shall be obliged to hand over the property to the Buyer in the course of a delivery/acceptance procedure, during which the Parties are required to carry out the usual (quantitative and qualitative) tests in order to establish whether the performance has been contractual.

The Parties consider the provisions of Article 6:231 of the Civil Code to be governing acceptance of the property sorted by variety and quantity, or refusal of its acceptance.

## 6) Guarantee

The Parties agree that Seller will provide a guarantee (hereinafter referred to as “**guarantee**”) for the property at least as follows:

- a) The guarantee period is a minimum of twelve (12) months from contractual and certified receipt, provided however that if a longer guarantee period is imposed on the property, the period of time determined by legislation shall be taken into account. Guarantee period begins with the date of signature of the performance certificate by the Buyer.
- b) During the guarantee period, the Buyer shall promptly notify in writing if a guarantee claim arises. Upon receipt of the call for enforcing a guarantee claim, the Seller shall, at the time and within the deadline set forth in the notice, be obliged to appear on the location and at the time specified by the Buyer and to indemnify for defective performance. In the Contract, the Parties may also agree on conditions other than those contained herein.
- c) If Seller fails to comply with the content of Buyer's notice within 24 hours of receiving such notice during the guarantee period, the Buyer shall be entitled to have the property repaired, replaced by a third party. Seller is required to reimburse Buyer for the cost of such repair work.
- d) In the event of the replacement or repair of a defective property or defective units and/or parts, the guarantee period for the property or defective units or parts is resumed at the time of repair/replacement.
- e) The Seller shall be discharged from its guarantee obligations in case it is evidenced that the cause of the defect has arisen after performance. The Parties further consider the guarantee provisions of Article 6:171-173 of the Civil Code to be governing.
- f) The announcement of the guarantee claim by DIGI does not impair its right to enforce payment for damages resulting from failure of the ordered product from the Seller.

## 7) Contractual penalty

7.1. If the Seller delays with the performance of his/her contractual obligation, for reasons that he or she is responsible for (including the obligation to provide data or other intermediate obligation to act necessary for performance), then the Seller is obliged to pay to Buyer a **default penalty**. The base of the calculation and the amount of the default penalty can be established as follows:

The basis of the default penalty shall be the total net purchase price.

- a) The rate of the default penalty is 1%/each delayed day, but it cannot exceed 20% of the total net purchase price. If the amount of the default penalty reaches the maximum amount, the Buyer shall be entitled to decide to withdraw from the Contract or terminate the Contract



with immediate effect with no obligation of compensation or indemnity, in which case the Buyer shall be entitled to claim the cancellation fee under Section 7.3 of these GTC.

- b) If a daily default penalty is not applicable (i.e. cannot be determined in accordance with Section 7.1.a of these GTC), the amount of the penalty shall be 20% of the total net purchase price.
- c) If the Buyer has such an interest in the relevant deadline where late performance renders the performance of the Contract impassible due to the lapse of interest, then in the event of any delay the Buyer shall be entitled to decide to withdraw from the Contract or terminate the Contract with immediate effect with no obligation of compensation or indemnity, in which case the Buyer shall be entitled to claim the cancellation fee under Section 7.3 of these GTC.

7.2. In the event of defective performance by the Seller, for reasons that he or she is responsible for, it is liable to pay a **penalty for defective performance**. The base of the calculation and the amount of the penalty for defective performance can be established as follows:

- a) The rate of the defective performance penalty is 20% of the total net purchase price if the Buyer does not enforce any guarantee claim.
- b) If the Buyer has such an interest in the due performance of the Contract where for defective performance the fulfillment of the Contract is rendered impossible by the lapse of interest, the Buyer shall be entitled to decide to withdraw from the Contract or terminate the Contract with immediate effect with no obligation of compensation or indemnity, in which case the Buyer shall be entitled to claim the cancellation fee under Section 7.3 of these GTC.

7.3. Seller is obliged to pay a **cancellation fee** in the event of a failure to perform due to a cause for which he/she is liable (in particular, but not limited to the case where the default penalty has reached the maximum amount). The basis of the cancellation fee shall be the total net purchase price, whereas its rate shall correspond to 30%. The cancellation fee shall be paid by the Seller, within eight (8) days following Buyer's notice thereof.

7.4. Seller is required to pay the cancellation fee to the Buyer within 15 days following the receipt of Buyer's claim. The Buyer shall be entitled to enforce his/her claim for default penalty and penalty for defective performance by offsetting.

7.5. Buyer has the right to claim damages exceeding the penalty from the Seller and is entitled to enforce any other rights resulting from the breach of contract as well.

7.6. The payment of the contractual penalty stipulated for events of delay or defective performance shall not be interpreted as Seller's discharge from the obligation to perform.

7.7. Liquidated damages can be applied independently, together.

## 8) Force majeure

Performance of the Parties lacking conformity shall not qualify as a breach of contract if the Party's late performance or failure to comply with other obligations incumbent upon it under the Contract is a consequence of a force majeure event. All events are considered to be force majeure, that are outside the scope of the non-performing Party's scope of interest, that were not foreseeable and could not be traced back to the failure, omission or negligence of the non-performing Party. If a force majeure event occurs, the concerned Party shall immediately notify the other Party in writing of the resulting force majeure event, its expected duration, and the extent to which the force majeure event affects the performance of the Contract.

If an event of force majeure continues to exist after existing for a period of 90 days, Parties are obliged to consult with each other on the performance of the Contract; if the consultations will not

be successful within 45 days, any Party may withdraw from the Contract without the obligation to pay compensation or if cancellation is no longer possible, it may terminate the Contract.

#### **9) Compensation and responsibilities**

The Seller is responsible for due performance under the Contract. The Seller is fully liable to DIGI for damages in the case of any breach the contract, including the consequential loss and the lost profits.

#### **10) Expiration of the Contract, withdrawal, termination, impossibility**

- a.) The Contract shall terminate upon due performance under the Contract by the Parties.
- b.) The Buyer is entitled to withdraw from the Contract until offering performance of the contract, or if the Parties have agreed on performance in installments and Seller has already offered performance of a part of the service, it may terminate the Contract for the unoffered part, provided that the provisions of Section (3) of Article 6:231 of the Civil Code shall govern withdrawal and termination.
- c.) In the event of the impossibility of the Contract, the provisions of Articles 6:179-182 of the Civil Code shall be considered guiding by the Parties.
- d.) The Parties are entitled to terminate the Contract with immediate effect (by withdrawal or if this is not possible, by termination) if the other Party breaches its obligation seriously and does not abandon breaching the contract, despite the written request of the other Party. DIGI shall in particular have the right to withdraw from or terminate the Contract with immediate effect if the amount of the default penalty payable by the Seller reaches the amount specified in Section 7 (7.1.) of these GTC.

#### **11) Amendment of the Contract**

This Contract may not be amended, except by the mutual written contract amendment containing the authorized signature of the Parties.

#### **12) Notices**

All communications between the Parties may only be effected in writing (e.g. by fax, postal mail, personally handed document, minutes, e-mail) by persons designated by the Contract or registered representatives of the Parties.

Parties' communications to each other related to the Contract shall be deemed to have been duly completed if they were sent in writing to the address of the other Party's representative specified in the Contract by letter, e-mail, and if receipt can be proven by acknowledgment of receipt, electronic receipt certificate. The message that was sent in accordance with the above, but which arrived to the place of reception after working time (17:00 h) or not on a business day, may only be considered received at the point of receipt on the next working day.

In the case of registered mails the notice shall be deemed to have been received on the fifth day following the dispatch, in the case of delivery by hand on the day of delivery, and in the case of e-mails at the time indicated on the electronic confirmation (on weekdays or holidays on the first working day following the transmission). In the event of a dispute, the sending party shall be able to prove the fact that the dispatch has taken place.

Withdrawal or termination of the Contract may only be communicated to the other Party through registered letter with acknowledgment of receipt or delivery by hand.

The provisions on the handling of personal data are contained in the "Privacy Notice on the processing of personal data to contracts concluded with contractual partners": <https://digi.hu/informacio/adatvedelmi-es-felhasznalasi-feltetelek>

### **13) Confidentiality**

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In the event of any dispute or disagreement affecting the Contract, the relevant provisions of Hungary's laws, in particular of the Act V of 2013 on the Civil Code, shall apply. DIGI and the Seller shall do their utmost to settle the disputes by way of direct negotiations in a peaceful manner, in the event of their failure exceeding 30 days, any Party may appeal to the competent court having jurisdiction.

**Effective Date of this General Terms and Conditions: January 21, 2019.**

Subject to General Conditions of Procurement XVIII. (3), the General Conditions of Procurement will be repealed with effect from the date of entry into application of this General Terms and Conditions.