

**TERMS OF ENGAGEMENT**

1. The present document (the "Terms") sets forth the terms and conditions of Lendvai and Partners' member offices' engagement by its clients ("Client" or "you" or "your") as their lawyer ("Lawyer" or "We"; "us" or "our" shall be construed accordingly) which are not included in the engagement letter. In case of any discrepancy between the provisions of an engagement letter and the Terms, the engagement letter shall prevail.
2. The engagement letter shall set forth the subject, scope and the underlying assumptions of an engagement.
  - (a) The engagement, unless otherwise provided for, shall not include:
    - (i) tax matters;
    - (ii) financial, technical, economical matters;
    - (iii) accounting matters;
    - (iv) representation in front of a regular or arbitrational court;
    - (v) criminal or minor offence issues;
    - (vi) tasks that are not expressly and clearly agreed in an engagement letter.
  - (b) Unless agreed otherwise, the scope of the engagement shall exclusively be deed preparation, i.e. shall not include counseling in the above matters as well as the Lawyer shall not be obliged to provide any information or explanation in or related to the above matters.
3. **Contacts, Instructions**  
  
A designated attorney on behalf of the Lawyer shall be in charge for communication between the Client and the Lawyer as well as for the completion of the engagement. The engagement letter shall contain those who are authorized to give instructions to us on behalf of the Client. We, acting in good faith/reasonably, may rely on instructions received from persons who are authorized or designated by

you or who are involved at your end in the works related to a particular engagement. The foregoing shall apply accordingly, if we receive instruction(s) from persons not designated by but acting on behalf of the Client and commence the work and you do not raise an objection beforehand. These rules apply to discussions and reports on the engagement accordingly.

4. **Staffing**

In rendering services to you, Lendvai and Partners' other member firms, their attorneys, employees or other experts retained by us may be involved.

5. **Communication**

Client and Lawyer mutually accept communication via email or fax as official channels and approve that various documents related to the engagement, even containing sensitive or Client confidential information (e.g. personal, sensitive data, correspondence, contracts, submissions, legal opinions, invoices, statements of services) be sent via e-mail. We shall not bear liability for the emails, faxes or other forms of electronic communication being free from viruses or for the possibility of other persons having access to such communication.

6. **Fees**

Unless otherwise agreed in the engagement letter, the basis of our professional fees will be the hourly rates as applied from time to time by us.

7. **Costs**

In addition to our fees, you shall reimburse all the costs and expenses related to the engagement, including long distance, international phone calls, postal or courier services, international or domestic travels, official certificates, photocopying or translations. We will advance fees up to HUF 5,000 related to official, judicial, arbitrational fees or stamp duties or official certificates. Any expense above the foregoing amount shall be paid on account. These expenses shall be borne solely by you and under no circumstances shall be ours. Settlement of these expenses will be made on the basis of the related invoices. In case of long term engagements, Client and Lawyer may agree to keep up an expense

allowance which shall be settled on a regular basis, as described above.

## 8. Invoicing

Unless otherwise agreed in the engagement letter, invoicing shall be made on a monthly basis following the relevant month. In case of an hourly fee agreement or for expenses, we will send you detailed statements attached to the invoices. In case of incomplete hours, the actual time spent is rounded to 6 minutes. Unless agreed otherwise in the engagement letter as well as in case of invoices payable in cash, invoices shall be paid within 8 calendar days of receipt, while due date indicated on the invoice shall be 15 calendar days as of the issuance. Any queries or complaints shall be raised within 15 days from the receipt of an invoice. In case of a delay in payment, you shall pay a default interest at a rate set forth in the Civil Code (Act No. V of 2013).

## 9. Performance of the Services

We will endeavor to commence the work as soon as possible following that the engagement letter is signed and returned to us and we received the necessary documents and information. You acknowledge that we are not obliged to verify the accuracy, genuineness, authenticity or correctness of any data, information, document, etc. received from you or others on your behalf and we shall, in the course of performance of our services, rely on these documents being authentic, accurate and original. If, at your request, we provide our advice in an abbreviated format or timescale, you acknowledge that you will not receive all the information you would have done had we provided a full written report or had more time in which to carry out the work and we shall not be liable in this respect. If general advice is provided, the applicability thereof for a particular case, person or matter will depend on the particular circumstances in which it is to be used by you; in relation to any particular transaction, specific advice on that transaction should be requested and all material information provided to us. Our services, opinions and advice will be based on the prevailing and available/ascertainable judicial practice but, despite our reasonable efforts, we are not responsible if an authority, court renders a decision which is not in accordance with such opinion or advice. Our services will be provided solely to you and for the purpose agreed with you, i.e. shall not be used by others or for any other

purpose and shall not be shared with others. If, after the provision of services, a change in relevant laws would occur we, unless specifically agreed otherwise in the engagement letter, shall not be obliged to provide advice in relation to such change or revise, amend a document, advice or opinion, etc. Unless agreed otherwise in the mandate agreement by and between the Client and the Lawyer (or in the engagement letter confirmed by Client), Lawyer shall exclusively bear liability for damages caused willful misconduct.

## 10. Suspension of Services

If you, despite our notice, would be in delay with the payment of an invoice or would, without a valid reason, refuse to accept the statement of services, we may suspend the services so long as you fully pay the invoice(s).

## 11. Documents

In handling documents and files, we will act in accordance with applicable bar regulations (Regulation 1994. VI. 1. of the Hungarian Bar Association).

## 12. Confidentiality

In relation to confidentiality, we will act in accordance with Act No LXXVIII of 2017 on Attorneys.

## 13. Reference

By accepting the engagement letter or the Terms, you expressly agree that we may use your name, the subject and value of the engagement as a client reference to other persons. By signing the mandate agreement or accepting the Terms, you expressly agree to the handing over or sharing of your personal data with the members of Lendvai and Partners or any other co-operating law firms (including their lawyers and other employees) for the purposes of performing the services or in order to fulfill requirements set forth by law in connection with the engagement.

## 14. Applicable Law

In any matter not provided for in the engagement letter or the Terms, applicable Hungarian laws, including the Civil Code and Act No LXXVIII of 2017 on Attorneys and applicable bar regulations shall apply.