

CONTRACT ON REGISTERED OFFICE SERVICES

We advise you that under Act LIII of 2017 our company is a service provider subject to due diligence procedure.
The customer, his representative and beneficial owner are subject to verification of identity.

Company name		SzékhelySzolgálat.Net Andrea Halmai, Gábor Buza Judit Szigetvári-Osváth 22926081-2-41 titkarsag@szekhelyszolgalat.net +36 70 397 1095 1054 Budapest, Honvéd utca 8.
Representative(s)		
VAT number		
E-mail address		
Telephone number		
Letters may be received by		
Postal name and address		

PACKAGES AND PRICES

BASIC package notification of registered office placement of signboard receipt of mails e-mail message on mails <input type="checkbox"/> for 6 months 29 718 Ft	PREMIUM package BASIC package plus... scanning of mails forwarding mails via post once a month use of board room (5 hrs/month) <input type="checkbox"/> for 3 months 31 242 Ft	<input type="checkbox"/> for 6 months 49 530 Ft	<input type="checkbox"/> for 12 months 82 296 Ft	Mailing abroad <input type="checkbox"/> 3,000 HUF + VAT/ occasion (3 occasions are needed to be paid in advance)
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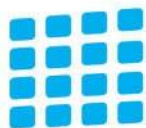
Note! Under Decree of the Minister of Justice no. 7/2017, the documents to be stored: company documents, licenses, documents connected with data reporting obligation and report according to the Accounting Act. Making the above documents available is the Customer's liability; any consequences resulting from omissions thereof shall be borne by him.

Budapest, __, __, 20__.

SzékhelySzolgálat.Net Kft.

Customer



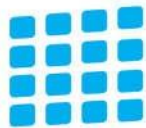


General Terms and Conditions

These General Terms and Conditions (hereinafter: *GTC*) contain the detailed and general rules of the registered office services provided by **SzékhelySzolgálat.Net Kft.** (hereinafter: *Provider*), which are acknowledged binding by the customer (hereinafter: *Customer*).

1. The Provider declares that he is entitled to use of the condominium property registered under top. lot number Budapest 5th District incorporated area 24886/0/A/9 in the real estate register of Budapest District Land Office no. 2, located at 1054 Budapest, Honvéd u. 8. 1. emelet 2. (hereinafter: *Real Property*) and to provide registered office services under the Decree of Ministry of Justice no. 7/2017. (VI.1.) on registered office services, since his right of tenancy has been entered into the real estate register.
2. The order form shall be an integral part hereof, and by signing it the Provider shall accept these General Terms and Conditions. The Provider's data, the exact content of the services used and the payment information shall be specified in the Order Form.
3. The Provider undertakes to issue and attach a statement hereto to allow the use of and register the Real Property into the real estate register so that the Customer may indicate the property as hid registered office in his company records, of which he is also entitled to notify the competent authorities, courts and other bodies.
4. In order that the Customer may use the property as a registered office, the Customer shall amend the articles of association and other related company documents required for this and to transfer it to the register of companies. In case the property is not entered as the registered office of the Customer into the company register within 90 days of the execution hereof, this contract shall become void on the last day of such time limit, and the proportion of the service fee paid in excess of this date shall be paid as a contractual penalty for breach of contract for the Provider. The Customer takes note that the costs related to the preparation/amendment of the company documents as well as the registry court proceedings (lawyer's fees, dues, expense allowance) shall be borne exclusively by him, which he cannot transfer to the Provider. If this contract expires hereunder, the Provider's obligation to retain documents shall be governed by the provisions of paragraph 17.
5. The Provider shall place the Customer's signboard at the entrance of the property and ensure that the official and business letters delivered for the Customer are received (except for holidays). Under this Contract, the Provider is entitled to receive all postal and non-postal items received by the company, including items sent by court or any authority, which are deemed to have been received. By signing this contract, the Customer authorizes the Provider to act independently and with full powers in relation to all postal and non-postal items delivered for him at the registered office. The Provider shall only accept mails on which the Customer's company name is indicated without authorization, and he may not receive unidentifiable letters (addressed to an individual) without indicating the company name. The Provider is entitled to receive the amount received by postal order up to and including HUF 100,000 for the Customer, and he shall not accept cash or cash on delivery. In addition, the Customer expressly accepts that under Section 3 of the Decree specified in paragraph 1 hereof. the mails sent for the Customer shall be deemed to have been delivered on the day of delivery to the registered office, the mails delivered by using other postal services may not be picked up at other addresses. Should the Customer fail to provide the documents required for the authorization concerning mails received via postal services (certificate of incorporation / order, specimen signature) for the Provider within 7 days following the conclusion of the contract, he shall refuse to assume liability for damages (e.g. undelivered items). The Customer shall bear exclusive liability if he fails to notify the Provider of the change in his company name without delay, and as a result the Provider refuses to accept the mails addressed to him or he does not notify Customer of the mails.
6. The Provider shall notify the Customer of the arrival of all mails received in accordance with paragraph 5 on the day of delivery, but not later than within 1 business day, to the e-mail address provided by the Customer. The Provider is entitled to inform the Customer about the mails delivered in one day via e-mail listing all mails.
7. The Provider shall store large parcels (> 2 kg) received by the Provider for 3 business days free of charge, however, he is entitled to charge a storage fee for the days beyond such period (HUF 3,000 + VAT for each week started).
8. The Provider is entitled to deliver the mails only to the person authorized by him. The person represented by the Customer shall confirm the receipt of the mails in writing, in the manner specified by the Provider. By signing the mail receipt form, the Customer confirms that he has received all mails from the Provider until the date indicated there.





9. The Customer shall bear liability arising from the Customer's and his representative's omissions, activities, administration, breach of contract, and in particular for the late receipt of any mail by the Customer. The Provider assumes liability for damages up to HUF 100,000 for non-received/lost mails as well as for failure of notification, if the damage is duly substantiated by the Customer.
10. Under the Decree of the Minister of Justice no. 7/2017. (VI. 1.), the Provider shall retain the Customer's documents related to the operation of his company at the registered office and make them available as necessary. Such documents are the following:
 - company documents and licenses of the Customer's company
 - his documents related to his reporting obligations to the tax authority
 - his report according to the Accounting Act.

The Provider shall keep the documents separate from other companies' and his own documents, keep an up-to-date list of documents and to make them available to the employees of the authority during tax audit and other official inspections. The Customer undertakes to make the above documents available to the Provider in full at the time of concluding the contract (or when they are created), if he fails to do so, the consequences shall be borne solely by the Customer and he shall be liable for any resulting damage.

11. In addition to the obligation to provide registered office services hereunder, the Provider undertakes other office administration only for a separate fee and on the basis of a separate agreement.
12. The Customer shall pay the Provider service fees for the registered office services specified herein (hereinafter: service fee), whose amount shall vary according to the order form. The Customer shall pay the service fee in advance against the Provider's Payment Reminder in cash or by transfer to the bank account indicated on the Payment Reminder to the Provider. The service fee for the first period is due at the time of the execution of the contract.

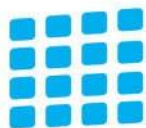
The Provider may choose from the following payment methods: personal payment in our office (cash), advance transfer to the Seller's bank account and payment by credit card online. The payment by credit card shall be made through the payment page of Barion Payment Zrt. In the case of late payment, the Provider has the right to restrict the provision of services in addition to the basic registered office service (provision of a signboard/mailbox, receipt of mails).

13. The parties agree that letters and notifications sent to one another by e-mail to the e-mail address specified in the Provider Form or amended thereafter for communication purposes shall be deemed to have been delivered on the day of dispatch (presumption of delivery), whether the sender party receives an error message about the delivery or not.

If the addressee has not notified the other party of any change in his e-mail address, the defaulting party, i.e. the addressee, shall bear the full consequences. If the Provider is unable to send the Customer information about the mails received in accordance with paragraph 5 hereof, then the Provider is entitled to apply the provisions of paragraph 16 of this Contract.

14. The Provider is subject to due diligence procedure under Act LIII of 2017. The customer, his representative and beneficial owner are subjects to identification. The Customer agrees that the Provider will receive the data recorded during the customer due diligence performed by the lawyer in connection with the establishment/change of company. The Customer acknowledges that during the existence of the business relationship he shall notify the Provider of any changes in the company's data, including, in particular, the data provided during the customer due diligence, within 5 working days of becoming aware of it.
15. This contract is concluded for an indefinite period of time, and it cannot be terminated with notice within 1 year. After the expiration of the 1-year contract period, both parties may terminate the contract 30 days prior to the day of the given month, which has already been paid in advance (termination with notice). The termination with notice shall take effect upon the receipt by the other party.
16. In addition, the Provider shall be entitled to terminate this contract without notice if:
 - the Customer misses the deadline for payment despite the relevant notice,
 - the Customer is in breach of the provisions in paragraph 13 hereof relating to communications,
 - the Customer violates his obligation set forth in paragraph 14 hereof, or he is subject to bankruptcy, liquidation, winding-up or enforcement proceedings.





In the event of the conditions set forth herein, the Provider will notify the Customer of the termination of the contract by e-mail, in which case he shall not be required to send a written (paper-based) notice or set an additional deadline. Termination without notice sent by e-mail shall be deemed to have been delivered on the day of dispatch in accordance with paragraph 13. Such e-mail sent to the Customer's email address will terminate this contract on the 3rd business day from the date of delivery (sending), which rule also applies to the termination with notice. The Customer shall be liable for any non-delivery due to a change in the email address that has not been notified of to the Provider.

In case of termination with notice by the Customer, the Provider shall repay only the part of the prepaid service fee for the period after the termination of the contract, in case of termination without notice by the Provider, the part of the prepaid service fee pro rata as a contractual penalty for breach of contract shall be paid for the Provider.

If the contract is terminated for non-payment without notice, in the case of restoration thereof after three business days, one-month service fee shall be charged as administration fee.

17. The Customer takes note that after the termination of the contract, the property may not be used as a registered office, mailing or other notice address, he is no longer entitled to rent it to third parties in this capacity or to include it in its documents. In the event of the termination of this contract, the Provider is entitled to inform the competent authorities, courts and other organizations about the termination of the Customer's registered office in the property. Nevertheless, immediately after the termination of this contract, the Customer shall inform his business partners and all official bodies keeping his registered office on file (Central Statistical Office, NTCA, Local Government etc.) about the change of its registered office immediately, but not later than within 5 calendar days. The Customer shall also submit an application for registration of the change in registered office to the competent registry court within 10 calendar days from the termination of the contract. Upon termination of this contract, the Provider will reject the Customer's mails. The user acknowledges that the Provider shall keep the ordinary mails delivered for the Customer for 90 days during the term of the contract and the registered mails for 1 year after the termination of the contract. The Customer expressly agrees that the Provider will not keep records of mails not received. The Provider also undertakes to make the documents kept at the Customer's registered office available to the Customer at request together with the list of documents in the event of termination of the contract.
18. During the performance of this contract, the parties shall cooperate with one another and act in good faith when exercising their rights. This contract may be amended by mutual consent of the parties at any time.
19. The Customer agrees that the Provider is entitled to amend these GTC at his sole discretion; he shall publish the amended contract on his website at least 15 days before it enters into force and also notify the Customer thereof. If the change of the GTC is detrimental to the Customer, then the Customer may terminate this contract without notice during the definite term and thereafter.
20. Any issue not regulated herein shall be governed by the relevant provisions of the Civil Code.

The effective date of this GTC: Budapest, 31-08-2017

Provider

Customer

