

Virtual Office Contract

We would like to inform you that our company is obligated to customer-screening according to the law No. LIII. 2017. We should identify all the customers, managing directors and the owners of the company.

Company name		SzékhelySzolgálat.Net Halmai Andrea, Buza Gábor Szigetvári-Osváth Judit 22926081-2-41 titkarsag@szekhelyszolgalat.net +36 70 397 1095 1054 Budapest, Honvéd utca 8.
Managing director(s)		
Beneficial owner(s)		
TAX ID		
E-mail address		
Phone number		
Letter collecting		
Postal address		
Is the company's owner a politically exposed person*? <input type="checkbox"/> yes <input type="checkbox"/> no		
Is the company's owner or managing director a citizen of one of the third countries with weak anti-money laundering and terrorist financing regimes**? <input type="checkbox"/> yes <input type="checkbox"/> no		

* <http://szekhelyszolgalat.net/kiemelt-kozszerelo> ** https://ec.europa.eu/commission/presscorner/detail/en/IP_19_781

PACKAGES, PRICES

BASIC package registered office service displaying the company name at the registered office address collecting incoming letters e-mail notifications <input type="checkbox"/> for 6 months 26.518 Ft	PREMIUM package Basic package, and some more scanning of the letters postal forwarding once in a month usage of the meeting room (5 hours / months) <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;"> <input type="checkbox"/> for 3 months 28.575 Ft </div> <div style="text-align: center;"> <input type="checkbox"/> for 6 months 44.958 Ft </div> <div style="text-align: center;"> <input type="checkbox"/> for 12 months 74.676 Ft </div> </div>	Posting abroad <input type="checkbox"/> by the fees of the post office (advance payment)
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Please note: Pursuant to IM Decree No. 7/2017, the following corporate documents shall be stored at the Company's registered address at all times:

- incorporation documents, official licenses
- documents related to mandatory data disclosure
- the Company's Annual Report, prepared in accordance with the Accounting Act.

The Client shall solely be liable to supply the Provider with the above listed documents, and the Client shall bear full liability for any consequences potentially arising from a failure to do so.

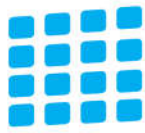
By signing this document, I also agree the Privacy Policy of SzékhelySzolgálat.Net Kft.

Budapest, 20___.

Provider

Client



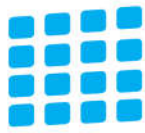


General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as the “GTC”), shall set forth the detailed and general terms and conditions applicable to the Registered Address Services to be rendered by **SzékhelySzolgálat.Net Kft.** (hereinafter the “Provider”). By signing the Order Form, the Client agrees to be bound by this GTC.

1. The Provider hereby represents that pursuant to IM Decree No. 7/2017 (VI.1.) on the Provision of registered address services, the Provider is officially entitled to use the specific property registered by the district V Property Register, maintained by the Budapest, No. 2 Regional Property Registry, under Budapest, district V, interior zone, property lot No. 24886/0/A/9., and being physically located at 1054 Budapest, Honvéd u. 8., floor 1, door 2, in a detached house (hereinafter referred to as the “Property”), and further, that the Provider is entitled to render Registered Address Services by the use of the Property, given the fact that the Provider’s usage rights for the Property have been officially registered by the underlying Property Register.
2. The Order Form shall form an integral part of this Agreement. By signing the Order Form, the Client also accepts the Provider’s General Terms and Conditions. The Client’s personal data, required for the Agreement, the applicable Service Package, and a detailed description of the specific services to be provided, as well as the corresponding Fee payable for the services shall be all stipulated on the Order Form.
3. Parallel with this Agreement, the Provider also supplies the Client with a “Confirmation of Registered Address”, which shall enable the Client to indicate the Property as its registered address in its incorporation documents, and to report the Property as its registered address towards the relevant official authorities, courts, and other official bodies.
4. Any amendment necessary to be made to the Client’s Articles of Association, or to any other incorporation documents, for the purposes of enabling the Client to use the Property as its registered address, as well as making the arrangements necessary to getting the registered address properly registered with the Company Register, shall be the Client’s sole responsibility. In case the Property fails to get officially registered as the Client’s registered address within a period of 90 days upon this Agreement being signed, this Agreement shall automatically lose effect, on the last day of such 90-day time period, and the Provider shall be entitled to retain any Fee already having been paid by the Client upfront, but relating to the time period going beyond the 90-day period, under the legal title of a Contractual Penalty, charged due to the Client’s breach of contract. It is hereby acknowledged by the Client, that the Client shall solely be responsible to cover the costs related to the drafting of, or amendments to be made to, its own incorporation documents, and to manage the underlying Company Registry procedure (i.e. attorney fees, stamp duties, cost reimbursements), with that such costs shall not be recharged to the Provider. When this Agreement loses effect in line with the provisions of this section, the provisions of section 17 herein (applicable to the Provider’s document retention obligations) shall be applicable.
5. The Provider shall be obliged to display the Client’s company name on the Property’s main entrance, and shall be obliged to ensure that all official and business mail sent to the Client gets collected, on all business days (except for holidays), during normal business hours, from Monday to Friday, between 9 am and 4:30 pm. Based on this Agreement, the Provider shall be entitled to collect any type of postal and non-postal mail sent to the Client, including mails received from courts and official authorities, and all mail collected by the Provider shall automatically be deemed to have been officially collected by the Client itself. By the signing of this Agreement, the Client hereby authorises the Provider to act independently, and with full scope of authority, with regards to all postal and non-postal mails being sent to the Client. The Provider shall be obliged to collect all mail, on which the Client’s corporate name is clearly indicated. The Provider will not be able to collect any mail, on which the addressee’s name is unclear, or which is addressed to private individuals (not to the Client’s corporate name), based on the fact that the Provider has no authority to do so. The Provider shall be entitled to collect cash amounts received via standard postal vouchers, up to a limit of HUF 100,000. The Provider shall not be entitled to receive cash in any other form, or to collect any packages, which are subject to payment by the recipient. Further, the Client hereby specifically accepts the fact, that pursuant to section 3 of the specific IM Decree referred to in section 1 herein, all mail arriving at the registered address shall be deemed to have been properly collected on the day of delivery, and further, the fact that according to the law, mail cannot be collected by the Client in any alternate address, other than its registered address, e.g. by utilising additional postal services (forwarding, etc.) If the Client





fails to provide the entire list of documentation required to enable the Provider to collect mail officially on behalf of the Client (extract from the Company Register, registration certificate issued by the Company Registry, Specimen of Signature) within a period of 7 days upon this Agreement being signed, the Provider refuses to take any liability for any damage arising as a result (e.g. mail remaining to be uncollected). The Client shall solely be responsible for the case, when its corporate name has changed, however, the Client failed to promptly notify the Provider about such fact, as a result of which the Provider has, in the meantime, refused to collect mail, or failed to notify the Client about mail arriving.

6. The Provider shall be obliged to promptly notify the Client about all mail collected pursuant to section 5 herein, on the day when received, or by not later than within 1 business day, by sending a corresponding e-mail notification to the Client's specific e-mail address provided. If more than one mail is received on any particular day, the Provider shall be entitled to send a single e-mail notification, including an itemised list of all mails received.
7. Any larger size mail received (2 kg and above) shall be stored free-of-charge by the Provider for a period of up to 3 business days. For any time period beyond that, the Provider shall be entitled to charge extra fee (HUF 3,000 plus VAT, for each new week of storage started).
8. The Provider shall only be entitled to hand over the mail collected to the Client's authorised representative, or to any other person properly authorised by the authorised representative to do so. When re-collecting mail from the Provider, the Client's representative shall confirm the fact that the mail has been re-collected, in writing, using the standard data form provided by the Provider. By signing such confirmation, the Client certifies the fact that all mail collected by the Provider up to the given date, has been duly re-collected by the Client.
9. The Client shall bear full responsibility for any liability arising due to an act or omission, any administrative measure taken, or any breach of contract committed by the Client, or its representative, including, in particular, the case, when the mail was re-collected from the Provider with any delay, and the Client shall solely be liable for all related damages.
10. Pursuant to IM Decree No. 7/2017 (VI.1.), the Provider shall be obliged to store the Client's main corporate documents at the registered seat, and shall provide access to the same, when required, to official authorities. The list of such documents includes:
 - the Client's incorporation documents, and official licenses held
 - the Client's documents related to complying with the mandatory data disclosure obligation existing towards the Tax Authority
 - the Client's Annual Report, prepared in accordance with the Accounting Act.

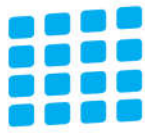
The Provider shall be obliged to keep such documents segregated from its own, and from other companies' documents, as well as to keep an itemised register of the same, fully up-to-date, and to present the same to official authorities, when requested, upon any Tax Authority, or other official authority inspection taking place in relation to the Client. The Client hereby undertakes to supply all the above described documents to the Provider in full, when this Agreement is signed (or at a later date, when it is generated). In case of any failure by the Client to comply with this obligation, the Client shall solely be liable for any potential consequences, or damages arising, as a result.

11. In addition to providing the Registered Address Services defined herein, the Provider solely undertakes to perform other administrative tasks for an extra fee, in line with a separate agreement between the Parties.
12. The Client shall be obliged to pay a Fee for the Registered Address Services defined herein being rendered by the Provider (hereinafter referred to as the "Fee"). The amount of the Fee shall be as defined on the Order Form. The Client shall be obliged to pay the Fee in advance, based on a Pro Form Invoice to be issued by the Provider, in cash, or via bank transfer, to the Provider's bank account number specified on such invoice. The Fee for the initial time period shall be paid when this Agreement is signed.

The following payment options are available: cash payment at the Provider's premises, payment in advance via bank transfer, or an online credit card payment. Credit card payments are processed via the payment site operated by Barion Payment Zrt.

In case of any payment delay, the Provider shall be entitled to restrict the provision of any services rendered in addition to the basic Registered Address Services (company name displayed, mailbox, collection of mails).





13. The Parties agree that any e-mail correspondence or notification sent to the other Party's contact e-mail address stipulated on the Order Form, or changed later on by the Parties, shall be deemed to have been properly delivered on the day when sent (assumed receipt), regardless of the fact that the sender has received a delivery failure message.

If any Party fails to indicate that its contact e-mail address has changed, to the other Party, the Party in default shall be fully liable for all consequences of such failure. If, due to such failure, the Provider is not able to notify the Client about mails collected pursuant to section 6 herein, the Provider shall be entitled to apply the provisions of section 15 herein.

14. The Parties hereby represent and warrant that (1) they are business entities officially registered by the Company Registry, and operate in full compliance with the laws, (2) that currently there are no on-going bankruptcy, liquidation, voluntary liquidation, or execution proceedings against them, or any judiciary or non-judiciary proceedings, which might pose a risk for the same, and no threat for the same to occur in the future exists, (3) that they hold all corporate, official or any other type of authorisations, licenses or approvals, necessary for the execution and performance of this Agreement, and (4) that the signing of this Agreement does not violate any other agreements already in place at the Parties, or any third party rights.

The Parties undertake to promptly notify the other Party, if there is any change to their legal situation, as described above. Any Party failing to make such notification shall be fully liable for such failure.

15. This Agreement is signed by the Parties for an unspecified time period, and cannot be terminated via an ordinary termination within the first 1-year period. Upon the expiry of the first 1-year period, any of the Parties shall be entitled to terminate this Agreement, as of the last day of the current month (or of any month already paid for), subject to a 30-day notice period being provided (ordinary termination). Such ordinary termination shall become effective, when received by the other Party.
16. Further, the Provider shall be entitled to terminate this Agreement via an extraordinary termination, in the following cases:
- the Client has missed a payment deadline (despite a written payment reminder having been sent)
 - the Client has breached the obligation stipulated in section 13, with regards to providing a contact e-mail address
 - the Client has breached the obligation stipulated in section 14 herein, or when bankruptcy, liquidation, voluntary liquidation, or execution proceedings have been initiated against the Client.

When any of the above cases occur, the Provider shall neither be obliged to send a written (hard copy) notification to the Client, nor to set a new payment deadline. An extraordinary termination filed by the Provider shall become effective, when having been received by the Client, at which point, this Agreement shall terminate with an immediate effect. When sending an extraordinary termination via e-mail, this Agreement shall automatically terminate on the 3rd business day, counted from the day of receipt (day of mailing). The same shall apply to the sending of ordinary termination notices. The Client shall solely be responsible for any delivery failure occurring due to the Client's contact e-mail address having been changed, but remaining to be unreported to the Provider.

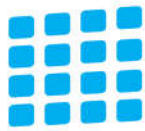
In case of an extraordinary termination filed by the Client, the Provider shall be obliged to provide a refund to the Client, for any Fee already paid upfront by the Client, but relating to the time period falling after the termination date. If, however, the extraordinary termination is filed by the Provider, the Provider shall be entitled to retain the proportionate amount of the Fee already paid by the Client upfront, but relating to the time period falling after the termination date, as a Contractual Penalty charged for the Client's breach of contract.

If this Agreement is terminated via an extraordinary termination, due to a Fee non-payment, however, the Agreement thereafter gets reactivated by the Parties, but more than 3 days already elapsed, the Provider shall be entitled to charge an additional 1-month Fee, for the extra administration.

The Provider shall be obliged to pay damage compensation to the Client, for any material damages occurring, when any of the following arises:

- if the Provider has failed to collect a mail, or has failed to send a corresponding notification
- if a mail was lost by the Provider.





17. The Client hereby acknowledges the fact that after this Agreement is terminated, the Client shall no longer be entitled to use the Property as its registered address, mailing address, or notification address, and that the Client shall no longer be entitled to provide the Property's address as the Client's registered or mailing address to any third party, or to use such address on any of its corporate documents. When this Agreement is terminated, the Provider shall be entitled to officially notify all relevant official authorities, courts, and other organisations about the fact that the Client's registered address is no longer applicable. Nonetheless, the Client shall also be obliged to promptly inform all of its business partners, and all official organisations, that officially have to register the registered address of business entities (Statistical Office, Tax Authority, local authorities, etc.) about its registered address having been changed, by no later than within 5 calendar days upon this Agreement being terminated. Further, the Client shall also be obliged to file an application with the Company Register, within 10 calendar days upon this Agreement being terminated, requesting a change of its registered address. When this Agreement terminates, the Provider shall refuse to take over any further mails received, for the Client. The Client hereby acknowledges the fact that the Provider shall be obliged to retain all regular mail collected for the Client throughout the term of this Agreement, for a period of 90 days, and all registered mail, for a period of 1 year, after this Agreement having been terminated. The Client hereby expressly acknowledges the fact that the Provider does not maintain an itemised register for any mail being rejected. Further, the Provider hereby undertakes to return all documents previously having been supplied by the Client to the Provider, to be mandatorily retained at the Client's registered address, together with an itemised list, to the Client, upon this Agreement being terminated.
18. While performing this Agreement, the Parties shall cooperate, and further, they shall act in good faith, when exercising their rights provided herein. This Agreement can be amended via the Parties' mutual consent, any time.
19. The Client hereby acknowledges the fact that the Provider shall be entitled to unilaterally modify this GTC. When any modification is proposed, the Provider shall be obliged to inform all of its clients about such proposed modifications to be made, on its website, and shall also notify each client directly, 15 days prior to the proposed modifications becoming effective. In any case when such proposed amendments made to the GTC seem to be negatively impacting the Client, the Client shall be entitled to terminate this Agreement, by filing an extraordinary termination (during both the specified duration, and thereafter).
20. Any issues remaining uncovered by this Agreement shall be governed by the relevant provisions of Ptk.

Entry into force: Budapest, 31 August 2017

Provider

Client

