

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

Applicable to the individual Attorney Mandate entered into between the Client (hereinafter referred to as the "Client") and Dr. Oliver Bohanek, Attorney-at-Law, and/or Dr. Orsolya Fekete, Attorney-at-Law (hereinafter referred to as the "Attorney").

1. AGREEMENT OF THE PARTIES

1.1

The Parties hereby enter into an attorney-client engagement in respect of the legal matter specified in the Client Registration Form or otherwise agreed in writing.

1.2

The Client undertakes to provide the Attorney, in a timely manner, with all information, facts, documents and other circumstances necessary for the proper performance of the mandate. The particulars of the engagement shall be recorded in the Client Registration Form prepared by the Attorney. A Client Registration Form need not be prepared where the Attorney is engaged solely to provide legal advice.

1.3

The mandate shall remain in force until the matter has been finally concluded, unless terminated earlier in accordance with these Terms and Conditions. Either Party may terminate the mandate at any time without stating any reason, thereby preserving the Client's right to freely choose legal representation and the Attorney's right to decline further representation.

Upon termination of the mandate, the Attorney shall be entitled to payment of the agreed fees on a pro rata basis or, where no fixed fee has been agreed, to reasonable remuneration for the time spent together with reimbursement of all properly incurred expenses.

Where the Attorney's services have been limited to reviewing the Client's documentation and analysing the circumstances of the matter, a minimum fee equivalent to three (3) billable hours shall apply. Where substantive legal work has commenced, including but not limited to drafting contracts, preparing legal submissions, filing court documents or taking other procedural steps, a minimum fee equivalent to six (6) billable hours together with certified expenses shall be payable.

2. ATTORNEY'S FEES

2.1

The Attorney's fees shall be freely agreed by the Parties and may be determined on an hourly basis, exclusive of applicable taxes. Unless otherwise agreed, time shall be billed in 30-minute increments.

Unless otherwise agreed, the hourly rate shall be EUR 150.00 (exclusive of VAT, where applicable).

The Attorney shall provide the Client with a detailed timesheet together with the relevant invoice. The Client may submit comments regarding the timesheet within three (3) working days of receipt. If no comments are received within this period, the timesheet shall be deemed accepted and the invoice shall become due and payable. Any comments submitted by the Client shall be discussed by the Parties in good faith with a view to resolving any discrepancies.

2.2

The Client shall reimburse all reasonable and necessary expenses incurred in connection with the performance of the mandate, including but not limited to travel expenses, court fees, administrative fees, stamp duties, taxes, contributions, expert fees and any other properly incurred costs.

2.3

When determining the Attorney's fees, the Parties shall take into account, among other factors, the value and complexity of the matter, the professional expertise required, the quality and scope of the legal services provided, the urgency of the engagement and the time reasonably required for its completion.

Where appropriate, the Parties may agree on a fixed monthly retainer covering specified legal services and consultations. In the absence of such agreement, the Attorney's services shall be charged at the applicable hourly rate.

2.4

Where a fixed fee has been agreed, the Attorney shall not be required to provide timesheets. Where services are billed on an hourly basis, the Attorney shall provide an updated timesheet after every ten (10) billable hours and shall inform the Client of the anticipated additional time required to complete the engagement. The Attorney shall continue work only upon the Client's confirmation.

2

2.5

Unless otherwise agreed, the Attorney's fee includes the handling of client funds held in escrow in connection with the mandate.

2.6

Where the Attorney handles client funds, the Attorney shall comply with all applicable anti-money laundering legislation, including client identification, beneficial ownership verification, source-of-funds verification and any other legal obligations imposed by applicable law.

2.7

Fund deposits may only be handled by Attorney via bank transfers.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1

The Attorney shall perform the mandate with the degree of professional skill, care and diligence reasonably expected from an attorney-at-law and in accordance with applicable laws, professional rules and ethical obligations.

The Attorney shall be responsible for the legal accuracy of documents prepared, compliance with procedural deadlines, representation at hearings and meetings where required, and the proper conduct of the legal services entrusted to the Attorney.

The Attorney shall use reasonable efforts to minimise the Client's costs and avoid unnecessary legal proceedings or procedural steps. However, the Attorney does not guarantee any particular outcome or result.

3.2

The Client acknowledges that the Attorney's role is to provide legal representation and advice and that the final outcome of any legal matter depends upon courts, authorities, counterparties and other circumstances beyond the Attorney's control.

The Attorney therefore makes no warranty or guarantee regarding the success of the engagement. Subject to prior consultation with the Client where appropriate, the Attorney reserves the right to determine the legal strategy, form, style and content of legal submissions and communications.

3.3

The Client shall be liable for any damage, additional costs or loss of rights resulting from the Client's failure to provide complete and accurate information, submit requested documentation in a timely manner or fulfil payment obligations.

3

3.4

To the fullest extent permitted by applicable law, the Attorney's aggregate liability arising out of or in connection with this mandate shall not exceed the limit of indemnity available under the Attorney's professional liability insurance.

This limitation shall not apply to liability arising from wilful misconduct or any liability that cannot lawfully be excluded or limited under applicable law.

4. PERFORMANCE OF THE MANDATE

4.1

The mandate shall be managed and supervised by the Attorney.

4.2

The Attorney may delegate performance of the mandate to an associate attorney or other qualified legal professional where the workload, scheduling requirements or other reasonable circumstances so require.

The Attorney shall remain responsible for the work performed by such associate.

4.3

Upon completion of the engagement and settlement of all outstanding fees and expenses, the Attorney shall return to the Client all original documents received in connection with the mandate.

Documents not required to be retained by law may be securely destroyed after thirty (30) days following completion of the mandate.

4.4

Documents prepared by the Attorney during the course of the engagement may be withheld until any agreed advance payment or outstanding invoice has been paid.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1

The Attorney shall maintain strict attorney-client confidentiality in accordance with applicable law and professional obligations.

Information relating to the mandate, including documents and communications, shall be disclosed only to the Client or to third parties expressly authorised by the Client or required by law.

Upon completion of the mandate, any documents, drafts, correspondence, contact details, banking information, meeting notes, photographs, audio or video recordings, accounting records and other information not required to be retained by law shall, upon the Client's request, be returned to the Client or securely destroyed within thirty (30) days.

These measures are intended to ensure compliance with applicable confidentiality and data protection requirements.

5.2

Any matters not expressly governed by these General Terms and Conditions shall be governed by the applicable provisions of Hungarian law, including the Hungarian Civil Code, the Act on Attorneys-at-Law, applicable data protection legislation and all other relevant Hungarian laws governing attorney-client engagements.