

General Terms and Conditions of Nexus Solutions Kft. for Recruitment

The purpose of these General Terms and Conditions (hereinafter "GTC") is to comprehensively regulate the contractual terms for the services provided by Nexus Solutions Kft. as an Agent for employee and subcontractor mediation, leader selection (recruitment, selection) assignments to be fulfilled for the Principal. The basis for performing the assignment is the assignment contract concluded between the Parties in the field of employee mediation (hereinafter: Assignment Contract), as well as the specific assignment provided by the Principal to the Agent, which includes detailed requirements, conditions, and preferences necessary for filling the specific position (hereinafter: Job Specification).

1. Scope of the GTC

1.1. Personal Scope of the GTC

The scope of these GTC extends to all contractual relationships established between the Principal and the Agent.

1.2. Temporal Scope of the GTC

These GTC enter into force upon their announcement, and in the case of certain Principals, they become obligatory upon their written acceptance. By accepting these GTC, all previously established general agreements regulated by these GTC between the Parties lose their validity. The Parties agree that if they maintain their previous legal relationship based on these GTC, the contracts serving as the basis for them will remain in force, and the provisions of the previous agreements shall not be affected by these GTC. In the Parties' legal relationship, when assessing individual actions or potential disputes between the Parties, the provisions of the GTC in force at the time of signing the contract with the Principal or upon the first acceptance of these GTC shall apply, unless the Agent notifies the Principal of the amendments to these GTC in accordance with these GTC. In the Parties' legal relationship, when assessing individual actions or potential disputes between the Parties, the provisions of the GTC in force at the time of signing the contract with the Principal or upon the first acceptance of these GTC shall apply, unless the Agent notifies the Principal of the amendments to these GTC in accordance with these GTC.

1.3. Territorial Scope of the GTC

GTC apply to all transactions concluded in Hungary between the Principal and the Agent.

1.4. Material Scope of the GTC

These GTC fully and automatically regulate the contractual and other legal relationships established between the Principal and the Agent. The Parties may deviate from the provisions of these GTC in writing by mutual agreement, specifying which parts of these GTC they do not intend to apply. If the Parties do not specify this in a separate contract, the provisions of these GTC shall apply to matters not regulated by the contract.

2. Accessibility and Amendment of the GTC

3. The Agent Nexus Solutions Kft. makes the current text of these GTC available to any of its Principals upon request at <https://www.nexus-solutions.hu/aszf> or at the registered office of Nexus Solutions Kft. (6723 Szeged, Tápai utca 23 II. em. 5.). The Agent ensures that its new contractual partners, as well as previous contractual partners who accept the provisions of these GTC, can become familiar with the valid provisions of the contract and interpret them properly before entering into the contract or accepting it. The Parties acknowledge that upon signing the contract or accepting these GTC in writing, its content is considered individually negotiated.

4. Definitions

- 4.1. Recruitment: A set of services performed outside the employment center's job mediation activities, aimed at facilitating the meeting of job seekers and job providers for the purpose of establishing an employment or another employment relationship, including the mediation of foreign nationals to Hungary or the countries of the European Economical Area.
- 4.2. Agent: For the purposes of these GTC, the Agent is Nexus Solutions Korlátolt Felelősségű Társaság (registered office: 6723 Szeged, Tápai utca 23. II. em. 5., company registration number: 06-09-027725).
- 4.3. Principal: For the purposes of these GTC, the Principal is a natural or legal person or any other economic entity who/which uses the services provided by the Agent and assigns a task to the Agent.
- 4.4. Personal Data: Data that can be associated with the candidate, including the candidate's name, identifier, and one or more physical, physiological, mental, economic, cultural, or social characteristics, as well as any deductions from the data related to the candidate.
- 4.5. Leader Selection: Direct contacts carried out based on the Principal's expectations to fill top management positions (e.g., financial director, commercial director, HR director, technical director, marketing director, etc.).
- 4.6. Introduced Candidate: A potential candidate confirmed by the Principal, whose professional interview has been conducted by the Agent. After the interview, the Agent sends the candidate's professional resume and contact information to the Principal.
- 4.7. Assignment Contract: An agreement concluded between the Principal and the Agent on the basis of the Assignment Contract already established for the purpose of employee mediation. The Agent may use a previously established template for the contract, which is an appendix to these GTC.
- 4.8. Specific Assignment: An individual order given by the Principal to the Agent, in accordance with the regulations in these GTC, to order the necessary conditions for the employee mediation service. Specific assignments can be given in writing, by fax, by email (if the sender's email address is authorized for this purpose), verbally, or by phone, as agreed upon between the Parties. The specific assignment contains the job specification, which includes the Principal's requirements related to the mediated workforce (education, experience, specific requirements, tasks to be performed, etc.).

5. Confidentiality and Data Protection Provisions

- 5.1. The Parties agree that all facts, data, information, or solutions that come to the attention of the Parties during the legal relationship, especially all drafts, methods, or any other information related to the Parties' business or marketing activities, including personal data of individual candidates and other data related to candidates during the selection process, constitute trade secrets. Such information may not be disclosed to third parties without the prior written consent of the other Party.
- 5.2. Trade secret refers to any fact, information, or other data and any compilation thereof that is not widely known or easily accessible to individuals engaged in the relevant economic activity and whose unauthorized acquisition, use, disclosure, or release would harm or endanger the legitimate financial, economic, or market interests of the authorized party. The responsible party is not accountable for the preservation of the trade secret if the authorized party cannot prove that the responsible party acted unlawfully with regard to the preservation of the trade secret.

- 5.3. The Agent states that it stores the Principal's contractual data and other data obtained during their cooperation, including the personal data of the Principal's representatives, certain business data of the Principal, and data related to the Principal's employees, exclusively within its internal network environment. This data is collected and used exclusively for the following purposes: the performance of the contract, statistical data processing, providing up-to-date information for the Principal in accordance with legal requirements, and promoting the Agent's products and services.
- 5.4. The Agent obliges its employees to maintain confidentiality concerning any information learned during their employment about the business, customers, suppliers, products, and processes of the Principal, as well as any information learned about the Principal and its employees and data. In addition to the Agent's employees, the Agent's other contractual partners and subcontractors are also bound by these confidentiality provisions. For the sake of preserving the data protection and confidentiality of candidates, the Agent ensures that its employees and subcontractors comply with the principles set out in these GTC in the course of their professional activity.
- 5.5. The Parties agree that for data processing as described above, the Principal provides express consent by signing the Agency Agreement.
- 5.6. After the termination of the legal relationship between the Parties, the Agent is only authorized to store data in cases where the contractual relationship has not been terminated and a full settlement between the Parties has not occurred due to reasons attributable to the Principal (e.g., unpaid invoices). The Agent is obliged to lock the data in their own system within 15 (fifteen) days following full closure, or in other cases within 15 (fifteen) days following the termination of the contractual relationship, and delete the personal data stored in printed form, taking into account the expiration deadlines. The obligation to delete data does not affect the Agent's statutory obligations regarding record-keeping and retention.
- 5.7. The Parties agree that the data, documents, and all information provided to each other under this GTC, the Agency Agreement, and the occasional commission can only be used during the execution of the commission, and they shall not handle them in a manner that harms or endangers each other's interests or in a manner that discloses them to third parties without the prior written consent of the other Party. In case of termination of the legal relationship between the Parties, they are obliged to delete or lock them.
- 5.8. The Parties agree that the personal data of candidates presented to the Principal by the Agent and all information related to the candidates are treated confidentially. The Agent ensures that the Principal is authorized to process personal data provided to them under this GTC and the occasional commission. The legal basis for data processing concerning candidates is the informed voluntary consent of the candidates. The purpose of data processing is for the Agent to search for candidates who meet the conditions specified in the Job Specification determined by the Principal, inform the candidates by contacting them through their specified contact information, maintain contact with them during the selection process, and present the candidates to the Principal. The Agent undertakes to indemnify the Principal from any claims arising from any potential breach of this provision.
- 5.9. As an obligation, the Principal undertakes to treat the personal data of potential candidates provided to them by the Agent in a confidential manner as specified in this section. For candidates with whom the Principal and the candidate do not establish an employment relationship or any other work-related relationship, the Principal expressly undertakes to delete or lock the candidate's data after one year from the completion of the agency task by the Agent or in any other way following the termination of the occasional commission.
- 5.10. The restrictions specified in this section will remain in effect indefinitely even after the performance of the contract.
6. Establishment, Modification, and Content of Occasional Agency Relationship
 - 6.1. Based on the agency relationship, the Agent performs labor and subcontracting mediation, leadership selection (recruitment, selection) tasks for the Principal. The basis for performing the agency task is the Agency Agreement concluded between the Principal and the Agent and the Job Specification provided by the

Principal.

- 6.2. The Parties agree that based on the Agency Agreement concluded between them, the Principal may assign occasional commissions to the Agent. The Agent undertakes to perform the occasional commissions while the Principal is responsible for payment.
- 6.3. The Parties agree that based on the Agency Agreement concluded between them, the Principal is entitled to assign occasional commissions to the Agent. The Agent undertakes to fulfill each occasional commission within the specified deadline and, in the course of occasional commissions, to provide the candidates in accordance with the Job Specification provided.
- 6.4. Based on the Agency Agreement, the Principal assigns occasional commissions to the Agent in writing, typically via electronic mail sent to the email address specified in the Agency Agreement or by phone. The moment of occurrence of the occasional commission is the moment when the Agent confirms the agency task in question.
- 6.5. During the performance of occasional commissions, the Parties cooperate with each other, consult via phone or electronic mail. The Parties are entitled to jointly amend the content of occasional commissions by mutual agreement, deviating from the provisions of this GTC.
- 6.6. The Parties agree and the Principal explicitly acknowledges that it is prohibited to:
 - a) discriminate among candidates based on their gender, age, family or disability status, nationality, race, origin, religion, political beliefs, membership in an employee organization, or related activities, or any other circumstances unrelated to employment;
 - b) provide candidates for work that violates the prohibition set forth in the law;
 - c) provide a candidate to a non-existent position or to a position where a strike is in progress, from the initiation of negotiations preceding the strike until the end of the strike;
 - d) satisfy labor needs that contain conditions contrary to the law;
 - e) record, register, or use personal data that are not necessary for the assessment of the suitability of job seekers or that are not directly related to the sought work

Distinction based on the nature or characteristics of work is not considered discrimination.
- 6.7. The Parties agree, and the Principal explicitly acknowledges, that during the conduct of the research and selection of candidates, it is necessary to inform the candidate about the main features of the job offered, especially the required qualifications, the nature of the work, the location, the time of work, the conditions of work, the duration of the job, and the salary.
- 6.8. Rights and Obligations of the Agent
 - 5.8.1 The Agent is obliged to carry out the commission according to the instructions of the Principal and the specifications provided by the Principal to the best of their knowledge, while fully complying with the relevant legal regulations and professional rules, based on the needs of the Principal.
 - 5.8.2. In the performance of the commission, the Agent is entitled to act in accordance with their internal procedures. However, they must continuously and diligently carry out the commission tasks, organize their activities in a way that prioritizes the interests of the Principal and ensures the competent execution of the commission.
 - 5.8.3. The Agent is obliged to inform the Principal about their activities and the progress of the commission upon request or when necessary.
 - 5.8.4. Agent is obligated to act according to the instructions of the Principal. They may only deviate from these instructions if the interests of the Principal absolutely require it, and it is no longer possible to inform the Principal in advance. In such cases, the Agent must promptly notify the Principal.
 - 5.8.5. The Agent is authorized to refuse to meet the requirements specified in the Job Specification if they conflict with legal regulations or the conditions specified in Section 5.7 of this GTC, and the Agent must inform the Principal about this in writing. Megbízott kijelenti, hogy rendelkezik a Megbízási szerződés, és az az alapján elvállalt eseti megbízási feladat elvégzéséhez szükséges engedélyekkel, szakmai és technikai felkészültséggel.

5.8.6. The Agent declares that they possess the necessary permits, professional and technical qualifications for the performance of the occasional commission, based on the Agency Agreement and the tasks accepted thereunder.

6.9. Rights and Obligations of the Principal

5.9.1. The Principal is obligated to provide the Job Specification and other instructions necessary for the performance of the occasional commission to the Agent in a timely manner and in accordance with the provisions of this GTC and for the execution of the occasional commission. The minimal content requirements of the Job Specification forwarded by the Principal to the Agent include: (i) specifying the position to be filled, (ii) describing the job tasks, as well as specifying the qualifications and experience required and/or expected for the position, (iii) specifying any additional special requirements.

5.9.2. If the Principal delays in delivering the specification to the Agent, the deadlines assigned to the Agent will be extended by the duration of the delay.

5.9.3. If there are any changes to the conditions and essential criteria specified in the Job Specification, the Principal must promptly notify the Agent in writing.

5.9.4. If the fundamental content of the Job Specification significantly changes, the deadlines assigned to the Agent will be extended by the time that elapsed until the modification.

5.9.5. The Principal is obligated to provide the Agent with all necessary information during the research, selection, and mediation processes, without delay, and cooperate with the Agent.

5.9.6. The Principal is required to inform the Agent about the establishment and commencement of any employment contract or any other employment relationship with the potential candidate. The Principal must inform the Agent without delay.

5.9.7. During the candidate selection process, the Principal must promptly review the data of the candidates forwarded to them, check if they are listed in their own database, monitor the participation of the candidates in the selection process, and inform the Agent within 5 (five) business days of the results.

7. General Provisions for the Fulfillment of the Commission

7.1. The Agent undertakes to transmit, electronically, to the Principal the names of candidates who meet the professional requirements specified in the Job Specification provided to the Agent by the Principal, resulting from the research conducted based on the Job Specification made available by the Principal.

7.2. The Parties agree that the Agent transmits to the Principal the names and birthdates of candidates who meet the professional requirements specified in the Job Specification. The Parties explicitly record and the Principal undertakes to treat the personal data of the candidates as a trade secret, not to disclose them to third parties, and to lock or delete them without delay after the selection process is completed.

The Principal checks, based on the names and birthdates of the candidates, whether the candidates are listed in their own database. If the name and birthdate of the candidate are listed in the Principal's database and the Principal informs the Agent about it, the respective candidate is not considered a potential candidate by the Agent, and the Agent is not entitled to a success fee.

- 7.3. The Principal is obligated to promptly examine the data of the candidates forwarded to them during the selection process, check their presence in their own database, verify the participation of the candidates in the selection process, and inform the Agent about the results.
- 7.4. If the data of the candidate is present in the Principal's database, the Principal is obligated to inform the Agent in writing via electronic mail within 5 (five) business days, along with documents supporting this.
- 7.5. If the data of the candidates is not present in the Principal's database or the candidate does not participate in the selection process at the Principal's, the Principal is obligated to confirm in writing via electronic mail to the Agent that the selection process may continue. With the transmission of the confirmation, the Principal expressly acknowledges the Agent's entitlement to a success fee in the event that an employment contract or any other employment relationship is established between the Principal and the potential candidate.
- 7.6. If the Principal fails to fulfill their confirmation obligation, and if a working relationship or any other employment relationship arises between the candidate mediated by the Agent and the Principal, the Agent is entitled to issue an invoice to the Principal as specified in Section 9.1, and the Principal is obliged to pay it.
- 7.7. If the data of candidates forwarded to the Principal are not in the Principal's database and the Principal has fulfilled the confirmation obligation, the Agent will conduct the necessary interviews, listen to the candidates, and if the candidate is found suitable for the position based on the specifications, the professional resume of the candidate will be forwarded to the Principal. The Principal will only accept the professional resume of potential candidates who have been interviewed and interviewed by the Agent. Based on the professional resume of potential candidates forwarded by the Agent, the Principal will confirm to the Agent that the potential candidate is the candidate presented by the Agent.
- 7.8. If the Principal receives a professional resume for the same potential candidate from multiple partners, the Principal is entitled to determine, based on the order of receipt, which intermediary is entitled to a success fee.
- 7.9. The Agent undertakes to provide all information available to the Principal during the presentation and selection of potential candidates, which is essential and necessary for the selection.
8. Method of acknowledgment of performance, failure to perform
 - 8.1. The Parties agree that the successful completion of the agency task by the Agent is when an employment relationship or other employment relationship with the potential candidate is established between the Principal and the candidate.
 - 8.2. The Principal and the Agent record in the performance certificate, based on the selection of the potential candidate by the Principal, the date and place of issuance of the performance certificate, the date of performance (the date the selected candidate starts work), the name of the selected candidate, and the net success fee payable to the Agent.
9. Compensation
 - 9.1. The Principal is obliged to pay the success fee determined in the Agency Contract or in the individual assignments according to the schedule determined by the Parties for the performance of the agency task.
 - 9.2. The Agent is entitled to a success fee for the employment of the candidate sent by the Agent to the Principal for a period of 12 months. This compensation applies to all introduced candidates.
 - 9.3. The Principal expressly undertakes to treat all information related to the candidates presented by the Agent in accordance with this GTC, as confidential and will not disclose it to third parties. If the Principal shares information about the candidates presented with third parties without the prior consent of the Agent, and as a result, an employment relationship or other employment relationship is established between the third party and the candidate, the Agent is entitled to issue an invoice to the Principal regarding the success fee determined in Article 9.1, and the Principal is obliged to settle it.
 - 9.4. The Parties agree that the amount of the success fee specified in the Agency Contract includes VAT. The

Principal is obliged to pay the success fee amount on the invoices issued by the Agent to the Agent's bank account as indicated in the Agency Contract. The success fee amount is considered paid when it is credited to the Agent's bank account.

The Agent is obliged to specify the service provided on the issued invoice as follows:

- a) For the placement of senior employees: 74.50.
 - b) For the placement of other employees: 74.50.
 - c) For the placement of subcontractors, business partners: 74.87.
- 9.5. The Parties agree that in case of delayed payment of the success fee, the Principal is obliged to pay the default interest specified in the Civil Code from the date of delay.
- 9.6. The Parties record that during the selection process, no fees or other costs are borne by the candidate, as specified in this GTC.

10. Warranty, Liability

- 10.1. The Agent guarantees that the candidates introduced by the Agent meet the professional and other requirements specified in the Job Specification provided by the Principal, based on the information available to the Agent. As security for this, the Agent undertakes to restart the search without additional charges if the following conditions are met, at the request of the Principal, without additional charges:

if the candidate unilaterally terminates his employment or any other employment relationship within 1 (one) month from the date of employment, except for immediate termination, or if the Principal terminates the employment relationship with the candidate or the employment relationship with the candidate for reasons related to the candidate's job or other job performance; jelen pontban foglaltak érvényesítésére – függetlenül attól, hogy a kiközvetített jelölt ténylegesen mikor kezdi meg tevékenységét a Megbízónál – legkésőbb a jelöltnek a Megbízó részére történő bemutatásától számított 15 (tizenöt) hónapos jogvesztő határidőn belül kerülhet sor.

for the enforcement of the provisions of this point - regardless of when the selected candidate actually starts working for the Principal - the new search can only be carried out within a 15 (fifteen) month limitation period from the introduction of the candidate to the Principal. For the application of this point, the new search cannot be carried out if the candidate is terminated based on the candidate's qualities or professional shortcomings that were known to the Parties during the selection process or that the Principal did not inform the Agent of in any way, and the reason for termination is related to the candidate's skills or other work;

Jelen It is not possible to apply this point if the Principal unreasonably delays its enforcement. The Parties record that such unjustified delay is considered when the Principal does not notify the Agent of its demand to restart the search within 5 (five) days after the termination of the candidate's employment or other employment relationship. The Parties agree that the enforcement of the provisions of Article 10.5 is excluded in cases where at least one mediation assignment by the Agent under this GTC and the individual Assignments is fully completed by the Agent, and its consideration is paid by the Principal.

- 10.2. If the Principal exercises their rights as described above and requests the Agent to conduct the search again, the Agent is obligated to conduct the search again under the following conditions without charging an additional fee:
- 10.3. The duration of the search conducted by the Agent shall be 60 (sixty) days from the Principal's notification;

- 10.4. The search criteria shall always correspond to the conditions specified in the Job Specification;
- 10.5. The Agent is obliged to present a maximum of 3 (three) candidates who meet the criteria specified in the Job Specification; any additional requirements of the Principal constitute a new search, for which the Agent is entitled to compensation according to point 8.
- 10.6. During a new search conducted without charging an additional fee, the Principal is only entitled to contract with one potential candidate. If the Principal wishes to enter into an employment or other employment-related relationship with multiple candidates from among the potential candidates, the Agent is entitled to compensation according to point 8 for the second and subsequent candidates.
- 10.7. The Parties agree, and the Principal expressly acknowledges, that the Agent does not assume any further responsibility for the professional suitability of the candidate or the behavior of the candidate, and the Agent shall not be liable for damages in this regard.
- 10.8. The Parties agree, and the Principal expressly acknowledges that the Principal is obligated to provide the Agent with the data, information, and other conditions specified in the Job Specification, in accordance with the provisions of this GTC; the Principal is responsible for damages caused by delayed or incorrect reporting or failure to report.
- 10.9. The Parties agree, and the Agent expressly undertakes not to provide the Principal's employees to third parties through job placement within the framework of the General GTC and the agency agreements concluded between the Parties, as well as within 6 (six) months after the termination of the contract.
- 10.10. The Parties agree and expressly undertake that under the General GTC and the agency agreements concluded between the Parties, as well as within 6 (six) months after the termination of the contract, they will not directly and intentionally approach persons in an employment relationship or other employment-related relationship with the other party. If one of the Parties learns about the existing legal relationship between the candidate and the other Party only during the personal interview, the candidate's application will be terminated immediately.
The above provisions in points 10.5 and 10.6 shall only enter into force if, and to the extent that, at least one agency assignment from the Agent's side has been fully fulfilled and its consideration has been paid by the Principal based on the General GTC and the individual assignments.

11. Term and Termination of the Contract

- 11.1. The Parties agree that the framework agency relationship terminates by mutual agreement of the Parties, as well as by the ordinary or extraordinary termination of either Party, while the individual assignment terminates upon its fulfillment, as well as for any reason for the termination of the framework relationship, the termination of the individual assignment (ordinary/extraordinary), and by mutual agreement of the Parties.
- 11.2. The Parties agree that the Framework Agency Agreement (GTC) between the Parties enters into force upon its acceptance, or on the day of signing the first individual assignment and is valid indefinitely.
- 11.3. Under this GTC, the general agency relationship created based on it can be terminated by either party with a unilateral written statement to the other party with a notice period of 30 (thirty) days. The termination of the agency relationship as described in this paragraph does not affect the performance of ongoing individual agency tasks unless the Parties agree otherwise in the termination statement.
- 11.4. Either party is entitled to terminate both the agency relationship and the individual Agency Agreement with immediate effect if the other party seriously or repeatedly breaches its obligations under the contract and has not fulfilled its obligations or otherwise resolved the breach of the contract within 8 (eight) days after receiving the relevant request.
- 11.5. The Parties agree that if no further fulfillment takes place within 6 (six) months from the establishment of the individual agency assignment or the last fulfillment, the general legal relationship, without a separate contractual statement, automatically ceases to be valid.

- 11.6. The Parties expressly agree that the Agent is entitled to a success fee, regardless of the termination of both the individual Agency Agreement and this general legal relationship, if, within 12 (twelve) months from the introduction of the potential candidate by the Agent, an employment relationship or another employment-related relationship is established between the Principal and the candidate.
- 11.7. Upon the termination of the Agency Agreement, ongoing individual agency tasks shall be extended automatically until the completion of the last individual agency assignment.

12. Other Provisions

- 12.1. Under this GTC, the Agency Agreement, and the performance of individual agency assignments, the Parties are obligated to notify each other at the contact details specified in the Agency Agreement. During the fulfillment of the agency assignments, the Parties will cooperate mutually and promptly inform each other. If this GTC or the Agency Agreement requires written statements from the Parties, the Parties may notify each other in writing in the following ways:

- a) By mail;
- b) Also by email if it can be proven that the email has been sent to the recipient and the date of sending is documented.

Statements for which delivery was attempted twice, and the consignment was returned with the message "not found" will be considered notified. In this case, the legal effects shall occur on the day following the second return. If this day falls on a Saturday or a public holiday, the legal effects shall occur on the next working day.

- 12.2. By signing the Agency Agreement, the Parties declare that they are aware of the provisions of this GTC, accept the provisions therein as binding on themselves, do not circumvent the provisions contained therein, and do not attempt to circumvent them with the aim of depriving the other Party of agency, fees, commissions, or other remuneration. Each Party shall compensate the other in the event of any circumvention or attempted circumvention, by the Party's own employees, consultants, agents, business partners, family members, licensees, or other related and cooperating persons. The Parties agree that the amount of compensation for the violation of these provisions is determined at HUF 500,000.
- 12.3. The Parties agree that, in the fulfillment, interpretation, and termination of the GTC, the Agency Agreement, and the individual agency assignments, the Parties shall always act in consideration of the legitimate interests of the other Party and their good business reputation. In the event of a breach of this, they shall be liable for damages to the other Party.
- 12.4. The Parties agree that disputes arising during the fulfillment, interpretation, or termination of the GTC, the Agency Agreement, and the individual agency assignments will primarily be settled out of court through negotiations. If these negotiations do not lead to a resolution, regarding any disputed issues related to the fulfillment, termination, validity, or interpretation of the GTC, the Agency Agreement, or in connection with their breach, the Parties shall submit to the exclusive decision of the Ad Hoc Arbitration Court operating under the Szeged Bar Association, according to the Procedure Rules of the Arbitration Court. The number of arbitrators is 3 (three), and the language of the proceedings is Hungarian.

This GTC became effective on May 6, 2022, and was announced on May 6, 2022.

