

GENERAL SERVICE TERMS AND CONDITIONS (GTC) – BILLBARTER GROUP

**RELATIONSHIP BETWEEN THE PARTIES**

1. Services shall be rendered by Provider using best efforts and diligence.
2. Provider is Billbarter Hungaria Zrt. (registered office: H-1205 Budapest Kossuth Lajos u. 142/b; Company registration No: 0110047077; „BB”), and is a member of Billbarter affiliate network („BILLBARTER GROUP”).
3. Services shall be rendered by Provider as an independent business entity, Provider is neither an employee, partner or joint venture of Client. Parties shall have no right, scope of authority, or authorization to create obligations for the other Party.
4. Some Services can be carried out by a BB Group affiliate subcontractor appointed by Provider, who will be in direct contact with Client. Nonetheless, Provider shall solely be responsible for rendering the Services and other obligations set forth in the Client Agreement.
5. Provider shall not be responsible for Client’s use of the outcome or implementation of the Services.

**CLIENT LIABILITY**

6. Client shall appoint trained personnel for the verification of the Services rendered by Provider. Client shall solely be responsible for all management decisions related to the Services, for the use or implementation of the Services’ outcome, and to assess if the Services are suitable for Client’s purposes.
7. Client shall supply (or arrange for the supply of) all information, resources and support reasonably required by Provider to render the Services without delay.
8. All information supplied by Client or on behalf of Client (“CLIENT INFORMATION”) shall be correct, complete and valid according to Client’s best knowledge. Client Information shall not infringe any copyright or third party beneficiary right.
9. Unless otherwise agreed, Client Information will be used by Provider without being responsible for its evaluation or verification.
10. Client shall be responsible for compliance with the terms and conditions herein by Client’s personnel.

11. Client shall identify, verify and carry out due diligence for all third parties introduced by Provider, in line with Client’s general rules of business and internal policies. This responsibility shall not be transferred to Provider.
12. Client have to be aware, that for providing and completing the Services, that is necessary to have at least 1% of the total value of funds required in the engagement agreement for reason that third party fees (financiers, investors, brokers, etc.) and industry standard charges (due diligence, analysis, legal, underwriting and travelling costs) can be billed.

**PROVIDER REPORTS**

13. All information, advice, proposal, report, business plan, presentation or other communication provided by Provider pursuant to any Client Agreement and not falling under the scope of Client Information (“REPORTS”) are solely intended for internal use (including use by senior officers and project leader), in alignment with the purpose of the given Services.
14. Client shall not provide access to the Reports (or part or summary thereof) to any third party, and shall not make reference to Provider or any BB Group affiliate in relation to the Services, other than the cases listed below:
  - (a) when required by law, to the extent and purpose required (by promptly notifying Provider on such requirement),
  - (b) to a legal entity or person (including Client’s holding company or affiliates) pre-approved by Provider.
15. When Provider agrees to provide third party access to a Report (or part of it), such access shall be in the form approved by Provider, without any change, editing or modification.
16. Reports (or part or summary thereof) shall solely be shared with third parties to the extent required to address issues related to financing, in relation to the Services, including questions, advices, opinions, or transaction management issues.

17. Client shall be entitled to use any summary, calculation or summary table included in Provider's Reports and based on Client Information, in Client's own in-house documents, however, Client shall not be entitled to use Provider's recommendations, conclusions or statements included thereof. Client shall solely be responsible for the contents of such documents, Client shall not be entitled to make any reference to Provider or to any BB Group member in third party communication.
18. Client shall not use any Report in draft version. Provider shall not be obliged to amend a Final Report based on circumstances or events on which Provider was informed after the Final Report was issued.

**LIMITATIONS**

19. Provider shall not be obliged to indemnify the Client (or any third Party using the Services) based on contract, law, or other grounds, against any lost profit, data loss, goodwill loss, or any claims arising out of the provisions herein for any other reason not foreseen, indirect, criminal or special, or against any other claim arising in relation to the Services, regardless whether the probability for such loss or damage was foreseen.
20. All indemnification due to Client (or to any third party using the Services) by Provider against other claims arising out of the provisions herein, or in relation to the Services, based on contract, law or other grounds, shall not exceed the total fees paid by Client for the Services resulting in the loss or damage.
21. In cases when Provider shall indemnify the Client (or any third party using the Services) against a claim for loss or damages arising from the provisions herein or in relation to the Services, caused jointly with an outside party, Provider's liability shall be independent, instead of joint and several, and shall be limited to a reasonable portion of the total loss or damage, proportionate to Provider's actual involvement. Provider's pro-rata liability for the total loss or damage shall be unaffected by any exclusion or limitation of the liability of other parties, whether by law or contract, or any difficulty arising in the settlement or enforcement of the liability, or death, liquidation or bankruptcy of other liable parties, or ceasing of other parties' liabilities, for the loss or damage, or any part thereof, for any other reason

22. All claims arising out the Services or for other liabilities set forth in the Client Agreements shall be submitted by the lawful deadlines set for the case's lapse and becoming unenforceable.
23. Client shall not be entitled to enforce a liability or to initiate a legal proceeding against any other BB Group affiliate, Provider's business partners, personnel or subcontractors, in relation to the Services, or otherwise, during the Term herein. Client shall be entitled to enforce a liability or initiate legal proceedings solely against the Provider.

**INDEMNIFICATION**

24. Client shall indemnify the Provider and other Billbarter Group members up to the maximum amount stipulated by law or professional regulations against any claim filed by third parties (including Client's holding company or affiliates) for any loss, damage, costs or expenses (including reasonable external costs) in connection with the use of a Report (including but not limited to financing information, in particular the name of financiers) or for any action carried out on the basis thereof, in cases when the Report was shared with such third party by the Client, was accessed via the Client or as per Client's instruction. It is set forth herein that Client shall bear no responsibility for such third party claims in cases when the Report was used by the third party as per the explicit written approval of the Provider to the extent is was approved by Provider.

**COPYRIGHT**

25. Provider shall be entitled to use data, software, design patterns, aids, tools, models, system, or other methods and know-how copyrighted by Provider ("**MATERIALS**") when rendering the Services. Despite the fact that Reports are delivered to the Client, all copyright to the Materials (including any development or know-how created during the performance of the Services) and to the Reports delivered in connection with the Services (excluding Client Data) shall be reserved by Provider.
26. After the Services are fully paid for by Client, Client shall be entitled to use the Report for its own purposes, in line with the authorizations herein provided.

**CONFIDENTIALITY**

27. Unless otherwise stipulated by another provision herein, the contents of the Client Agreement, or any information supplied by the other Party or on behalf of the other Party in connection with the Services rendered pursuant to this Agreement, and reasonably expected to be treated as confidential or otherwise protected, shall not be disclosed to third parties, the information exchange within Billbarter Group excluded. However, each Party shall be entitled to disclose such information to the extent:

- (a) such information was or is not disclosed by a breach of the provisions herein,
- (b) the person to whom it was disclosed (the beneficiary) received the information later by a third party who's not subject to this non-disclosure agreement according to the beneficiary's knowledge,
- (c) such information was already known to beneficiary at the time of disclosure, or was otherwise created at a later date,
- (d) disclosure was necessary for the execution of rights provided herein by the beneficiary, or
- (e) disclosure was required by governing laws, legal procedure or professional regulations.

28. BBH, Billbarter Group, and all of their subcontractors and employees shall also be subject to this non-disclosure agreement.

29. The Parties accept all documents duly executed and forwarded to the other Party via e-mail as valid.

30. Unless forbidden by governing laws, Provider shall be entitled to disclose Client Information to other BB Group affiliates, to BB Group, and to third parties providing services on behalf of Provider, and the beneficiaries of Client Information shall be entitled to collect, use, transfer, store or otherwise process such information (collectively **"DATA PROCESSING"**) in their home country for the purposes of rendering the Services, and in order to check their compliance with the governing laws and to identify any potential conflict of interest, or for the purposes of quality assurance, financing, risk management, accounting, and/or other administrative support services (collectively **"DATA PROCESSING OBJECTIVES"**).

31. Client declares that in relation to any of the Services, according to its best knowledge at the time of acceptance of the provisions herein, Client, Client's holding company, or Client's affiliates have no valid written or verbal agreement entered into with another advisor, that would limit the management of any transaction subject to the Services for financing purposes, or disclosure of the project structure to third parties. Accordingly, Client shall take full responsibility for the consequences of such agreements.

**DATA PROTECTION**

32. For the purposes of the Data Processing Objectives defined in section 27, Provider shall be entitled to process Client Information related to specific private individuals (**"PERSONAL DATA"**), and this shall apply to other BB Group affiliates or third parties providing services on behalf of BB Group. Processing of the Personal Data shall be carried out in full alignment with the governing laws and the non-disclosure agreement. Provider shall enforce compliance with such laws and rules by any third party provider carrying out the processing of Personal Data.

33. Client warrants that Client is fully authorized to supply the Personal Data to Provider in relation to the provision of Services, and that Data Processing of the Personal Data was carried out in full alignment with the applicable laws.

**GENERAL RULES FOR REMUNERATION AND COSTS**

34. Client shall pay the costs related to Services in accordance with the provisions of the Client Agreement(s). Client shall also reimburse Provider for other justified costs of Provider arising when rendering the Services. Provider's Remuneration is exclusive of all applicable taxes and charges, customs, duties or tariffs, such extra items shall be fully paid by Client (except for taxes generally payable on Provider's income).

35. Provider shall be entitled to charge additional fees in cases when Provider's ability to provide the Services pursuant to the original agreement is influenced by events outside the scope of authority of Provider (including Client's actions or defaults), or in cases when Provider is requested to provide additional services.

**FORCE MAJEURE**

36. Parties shall not be liable for a breach of the provisions herein (except for payment obligations) due to circumstances falling outside the scope of their reasonable influence.

#### TERM AND TERMINATION OF THE AGREEMENT

37. All Services shall be subject to this Agreement, regardless of the date when the Services were rendered (including dates prior to the execution of the Client Agreement(s)).

38. This Agreement shall lose force after the Services are completed.

39. Any provision of this Agreement creating rights or obligations for a time period after the termination of this Agreement shall remain in force after termination of this Agreement, except for cases when a specific deadline is stipulated by law.

#### GOVERNING LAW AND LEGAL DISPUTES

40. This Agreement, and any non-contractual issues or obligations arising out of this Agreement or the Services and their interpretation shall be governed by the Law specified in the enclosed main agreement.

41. Parties accept the exclusive jurisdiction of the Court specified in the enclosed main agreement, for any legal disputes arising out of this Agreement or the Services.

#### MISCELLANEOUS PROVISIONS

42. This Agreement has been in force as of 17 January 2018 and can be viewed at the following website link: [www.billbartergroup.com/downloads/gtc.pdf](http://www.billbartergroup.com/downloads/gtc.pdf).

43. This Agreement shall be an inseparable part of the entire Agreement entered into between Provider and Client in relation to the Services and other issues relating to the subject matter of the Services, and enters into force without signing on the date of Execution of the Client Agreement.

44. Client acknowledges the fact that Provider and its BB Group affiliates provide services to Client's competitors, given Provider's professional obligations.

45. Parties shall not be entitled to transfer any right, obligation, or receivables arising out of this Agreement to third parties.

46. If any provision herein (in part of full) deems to be unlawful, invalid or otherwise unenforceable, the rest of the provisions shall remain valid and effective.

47. In cases when a conflict arises between specific provisions herein, priority of the various documents shall be as such (unless explicitly otherwise agreed): (a) Client Agreement, (b) this Agreement, (c) e-mail correspondence.

48. Unless with the prior written agreement of the other Party, the Party's name, logo or brand name shall not be used by the other Party, excluding the following:

49. Provider shall be entitled to refer to Client publicly as a client of Provider in connection with the given Services.

50. The restrictions set out in sections 16 to 19, and section 21 herein, as well as the provisions of section 22, 27, 29 and 44 herein intend to also serve the interests of and thus enforceable by BB Group affiliates and BB Group.

51. According to the multi-lingual agreements currently being in use by Billbarter Group when differences are being observed between translations, primarily the Hungarian, secondarily the English shall prevail.

## INFORMATION ON THE SETTLEMENT OF ACCOUNTS CONCERNING BUSINESS SECURITY DEPOSIT

This GTC shall determine the terms and conditions of the settlement of accounts and reimbursement of the Business Security Deposit (hereinafter referred to as the "Deposit") contained in the BB Business Security Deposit Agreement between you and the Billbarter Group.

You acknowledge that under the agreement, a settlement of accounts shall be prepared concerning the deposit paid to the Billbarter Group within 60 days upon the termination of the agreement for any reason. The settlement of accounts shall be prepared by BB.

If the agreement is terminated with a successful intermediation (the Customer has fulfilled its contractual obligation to pay commission), we will return the total amount of the deposit to your account within 30 days of the settlement of accounts.

If the agreement results in an unsuccessful intermediation on our side, and the termination of the agreement is initiated by BB, we will return the total amount of the deposit to your account within 30 days of the settlement of accounts.

If we could not fulfill the agreement due to your fault (see BB Business Security Deposit Agreement items "a; b; c; d; e; f; g") and the agreement is terminated with reference to its content, we will issue a financial notice on the total deposit amount, which will be sent to you within 30 days of the settlement of accounts

If the agreement results in an unsuccessful intermediation on our side, and the termination of the agreement is initiated by you, we will make an itemized settlement of accounts including our work hours and other costs attributable to your project, then we will send you a properly issued invoice.

If you terminate the agreement, in accordance with the "BB Fee Agreement", 'It shall not acquire and claim - either directly or through third parties - debt loan or equity financing from any Creditors or Investors who have been disclosed to the Customer either directly or through third parties by BB for a period of five (5) years from the date of the agreement.

In order to ensure this right, the amount of deposit will be treated as a deposit for a period of five (5) years from the date of termination of the agreement. After the expiration of the five (5) years, we will return the full amount of the deposit to your account within 30 days.