



1. Force of the GTC

- 1.1 Aradszky & Képes Law Firm (hereinafter: “the Law Firm”) shall provide its services determined in the assignment within the confines of the present General Terms and Conditions (hereinafter: “GTC”).
- 1.2 The present GTC forms an integral part of the assignment contract (hereinafter: “Assignment”) concluded between the Client and the Law Firm on a permanent basis or for a casual engagement. By signing the Assignment, the Client declares to have read the present GTC and acknowledges that the provisions thereof form integral part of the provisions of the Assignment.
- 1.3 Should the regulations of the Assignment contradict the provisions of the present GTC, for its duration and subject, those of the Assignment shall prevail over the relevant provisions of the GTC. Regarding all tasks not deriving directly from the Assignment, the present GTC shall be applied.
- 1.4 The Law Firm shall be obliged to inform the Client on any change in the present GTC in writing. In case the Client disagrees with any amendment, it shall be entitled to terminate the Assignment in line with the provisions relating to its termination. In this case, until the termination of the Assignment the original wording of the GTC shall be applied. In case the Client does not enforce its right of termination and the Parties do not agree differently, the amended version of the GTC shall be applied after the communication thereof.

2. Scope of the Assignment

- 2.1 The Scope of the Assignment, and especially the tasks to be fulfilled by the Law Firm on its basis, as well as the duration and territorial force thereof, shall be established in the Assignment itself.
- 2.2 Should the Client give mandate to the Law Firm in tasks not determined in the Assignment, until the signing of the relevant separate Assignment or the amendment of the original one, only the regulations of this GTC shall be applied in relation to these new tasks.

- 2.3 In the case of an Assignment stipulated for a definite period, should the Client intend to utilize the services of the Law Firm after its expiry, until the signing of the new Assignment or the amendment of the original one, only the rules of the present GTC shall be applied.

3. Fulfillment of the Assignment

- 3.1 Fulfillment of the tasks specified in the Assignment is primarily the responsibility of the lawyer indicated in the Assignment (“proceeding lawyer”). Should a proceeding lawyer not have been indicated in the Assignment, the lawyer(s) signing the Assignment is (are) to be considered as proceeding lawyer(s).
- 3.2 The proceeding lawyer is entitled at any time to enlist the services of a substitute; and if he is hindered in fulfilling an action (e.g.: by illness or by interference of court hearings) and this action may not be adjourned, he shall provide his substitution.
- 3.3 The proceeding lawyer is entitled to apply for substitution any other partner or employed lawyer of the Law Firm, any associate or contracted external lawyers, or any trainees who are in employment relationship with the Law Firm.
- 3.4 The person involved in the Assignment as the substitute of the proceeding lawyer can be substituted only with the prior consent of the Client.
- 3.5 For partial tasks which are not connected to law degree (e.g. submitting document and other administrative tasks), the services of any employee or subcontractor (e.g. professional translator or other expert, courier, etc.) can be enlisted. Should the Assignment not regulate this matter contrary to this, such persons shall be applied at the cost of the Law Firm and the Client shall not be obliged to compensate such expenses.

4. Methods of Communication

- 4.1 Should the Assignment or the ad hoc agreement of the Parties not dispose contrary to this, the Law Firm shall fulfill its duties deriving from the Assignment at the seat of the Law Firm.
- 4.2 The primary way of communication between the Parties shall be the exchange of e-mail. The Client acknowledges and accepts that, depending on the occupations of the Law Firm and primarily of the proceeding lawyer, it is possible that the personal availability or the availability by phone is limited (i.e. not necessarily feasible in the moment as expected by the Client).
- 4.3 Place and time of a personal consultation is always to be fixed previously, unless the Assignment specifies the consultation times when proceeding lawyer shall accept the Client or has to appear at the premises of the Client and be at their disposal.
- 4.4 The Client shall provide the Law Firm with all relevant information, data and copies of documents necessary for the fulfillment of the mandate primarily via e-mail (attached thereto).
- 4.5 The Client undertakes that in case the usage or submitting of an original document is necessary due to the characteristics of the procedure, the Client shall provide the Law Firm with the original document (or a copy attested by notary) upon request.
- 4.6 In absence of an opposite provision of the Assignment or an authorization by the Client, the Law Firm shall be entitled to accept instructions only personally from the Client; or in case the Client is a legal entity, from its representative officials.
- 4.7 Any persons authorized to instruct the Law Firm other than those indicated under Section 4.6 shall be indicated in the Assignment or in a separate document signed by the Client.

5. Reaction Time

- 5.1 The Law Firm shall endeavor to answer the requests of the Client within the shortest possible time. Yet Client takes notice that an

immediate reaction is not always possible and strongly depends on the occupations (meetings, hearings and other engagements) of the Law Firm and especially the proceeding lawyer.

- 5.2 The Law Firm undertakes to reply to the requests of the Client no later than 5 working days after the receipt thereof. Should the Client ask for a shorter reaction time, the Law Firm shall endeavor to suit this expectation, and if this shorter deadline cannot be kept, shall inform the Client on this fact. The Client shall indicate the urgency of the case with the expected deadline in writing, and if possible, shall attract the attention of the proceeding lawyer to such deadline via phone call as well.
- 5.3 If – especially because of the extent of the given task – an answer to the request of the Client within the general deadline of 5 working days is not possible or is only partially possible, the Law Firm shall draw the attention of the Client to this obstacle within the 5 working days deadline and at the same time the Law Firm shall indicate a reaction time that can be rationally kept.
- 5.4 The Parties specifically establish that an e-mail, SMS or fax arriving after 5 pm is to be considered as received on the following working day, and the deadlines are to be counted from the latter.
- 5.5 Should the Law Firm be expected to provide an immediate answer (i.e. a reply within one working day) to a request, the liability of the Law Firm shall be excluded in whole, except for the liability for damages caused intentionally or by gross negligence.

6. Fact Descriptions

- 6.1 Relevant facts and the related legal communication provided by the Law Firm shall be established in written form, at the signing of the Assignment (such document will be hereinafter referred to as the “Description of Facts”).
- 6.2 The Law Firm is entitled to receive relevant facts, data and information from the Client via e-mail as well, and it is entitled to provide the Client with information concerning the development of the case (incl. the commu-

nication on the relevant legal norms and jurisdiction as well) via e-mail.

- 6.3 The Parties accept the electronic communication referred to under Section 6.2 also as a Description of Facts, i.e. the Law Firm is not obliged to create a separate Description of Facts on every task, case and procedure that takes place within the cycle of an Assignment. In case of an Assignment that creates permanent (long-term) legal relation between the Parties, Description of Facts shall be done in line with Section 6.2 as a major rule.

7. Lawyers' Fee

- 7.1 The Law Firm shall be entitled to a Lawyers' Fee as defined in the Assignment. The Client shall pay this Fee towards the Law Firm upon an invoice, with payment conditions specified in the Assignment.

- 7.2 In case the Assignment does not specify the Lawyers' Fee, any written agreement of the Parties referring to this subject may be a substitute thereof, including agreement via the exchange of emails.

- 7.3 In case an average fee (especially a monthly fee) is defined in the Assignment, the Law Firm shall be entitled to the fee in the defined period, irrespective of the case if the Client applied its services not at all or to a significantly smaller extent than it had been customary in the cooperation. Average fee is in all cases the fee of the Law Firm's availability, i.e. it authorizes the Client to apply the Law Firm's services at its own accord, in the extent defined by the Assignment.

- 7.4 In case an hourly fee is settled in the Assignment, in lack of any contrary provision of the Assignment, the smallest invoice unit is 0, 5 hour (half hour), and the Law Firm shall be entitled to half of an hourly fee after every started half hour of work. In case of the application of hourly fees, the Law Firm shall prepare a registration on the length of its activities done in the invoiced period, in an Excel chart format (i.e. time sheet), and attach it to the invoice containing the relevant hourly fees.

- 7.5 In case the Parties agreed on an hour-based time frame in connection with the average fee settled in the Assignment, that shall be inter-

preted as follows. In case the total duration of the Law Firm's activities in the period to which the average fee refers remains within the time frame, the Law Firm shall be entitled to an average fee. In case it exceeds the time frame, the hourly fee settled in the Assignment shall be applied in line with Section 6.4 of the present GTC, and the Law Firm shall be entitled to include that in its invoice on the average fee for the period in question.

- 7.6 In case the Assignment does not specifically state differently, i.e. it does not apply the expressions 'success fee' or 'fee depending on result' (or any synonym of these expressions), the Law Firm shall be entitled to the Lawyers' Fee irrespective of the success of the Assignment's fulfilling.

- 7.7 In case the Assignment does not specifically state differently, in case of long-term Assignment (i.e. longer than one month or referring to an indefinite time), financial settlement between the Parties shall take place on a monthly basis and subsequently. The Law Firm shall be entitled to issue an invoice earliest on the first day of the month following the actual month.

- 7.8 The fulfillment date of the invoices of the Law Firm, in case the Assignment does not specifically state differently, is the day when the Client verified that the invoice may be issued, while in case of a long-term Assignment where no separate verification is required it is, in line with Section 58 para (1) of the Law on VAT, the same day as the date of actuality.

- 7.9 In lack of specific contrary provision of the Assignment, the Client shall settle the invoice within 8 (eight) calendar days from the invoice issue date towards the Law Firm by bank transfer, to the Law Firm's bank account, the account number of which is indicated on the invoice.

- 7.10 In lack of specific contrary provision of the Assignment, the Lawyers' Fee shall be paid for the Law Firm in HUF. The Law Firm shall not be obliged to bear the loss on exchange rates and in case of gain on exchange rates it shall refund that to the Client or calculate with the sum as over-payment in the next fee.

- 7.11 In lack of specific contrary provision of the Assignment, the Lawyers' Fee agreed upon by the Parties, defined either in percentage or a fix sum, shall be considered as a net sum (not containing VAT). As the Law Firm does not possess an EU VAT number, the Lawyers' Fee is always invoiced in the sum increased by the VAT, in accordance with actual Hungarian legal regulations, irrespective of the Client's nationality.
- 7.12 In lack of specific contrary provision of the Assignment, in case the length of the Assignment is one year or more, the Law Firm shall be entitled to adjust its fees from the first month of every calendar year following the signing of the Assignment by the consumer price index published by the Hungarian Statistical Office.
- 7.13 In case of a long term assignment entered into after the 30th June of a calendar year, the Law Firm shall not be entitled to apply the fee adjustment defined in Section 7.12 from the first day of the following calendar year. In such cases the first fee adjustment shall take place from the first month of the second year following the signing of the Assignment.
- 7.14 With the exception of the case defined in Section 7.12, fee modification may happen solely by common written agreement of the Parties, even in cases where the significant change in the quantity of tasks would justify that in itself. Should such request emerge from either Party, the Parties shall conduct negotiations on the question bona fide.
- 8. Defrayal of expenses**
- 8.1 In lack of specific contrary provision of the Assignment, Lawyers' Fee includes the following costs related to fulfilling the Assignment:
- a) administrative costs of the Law Firm (especially the costs of printing, photocopying, paper and other material cost, telephone and fax costs, etc.);
 - b) travel costs of call-out within the borderlines of Budapest and its agglomeration (e.g. Budakeszi, Budaörs, Törökbálint, Dunakeszi, Fót);
 - c) fees of the employees and subcontractors as of Section 3.5 of the present GTC, and the costs of the Law Firm related to these.
- 8.2 In lack of specific contrary provision of the Assignment, Lawyers' Fee does not include the following costs:
- a) procedural costs (legal fees, public administration fees, expert fees, etc.);
 - b) cost of telephone calls for abroad that are longer than five minutes and requested by the Client (especially conference calls);
 - c) travel costs of call-out outside the borderlines of Budapest and its agglomeration;
 - d) accommodation costs well-founded because of call-out outside Budapest and its agglomeration.
- 8.3 The Law Firm shall draw the Client's attention to the sum and actuality of costs that are to be covered by the Client prior to actuality and in writing. In case the Client declares that it does not wish to cover the cost in question, the Law Firm shall be entitled to refrain from performing the given task and inform the Client thereof.
- 8.4 The Law Firm is not liable to defray the cost above the Lawyers' Fee that is to be covered by the Client in its stead, nor to advance it. In case, due to the nature of the Assignment or other circumstances, certain costs are necessary to be covered in the Client's name and in advance, the Law Firm shall be entitled to ask for and accept cost advance from the Client in cash or in the form of bank transfer to an escrow account, shall fully account for the utilization thereof, and return the non utilized sum for the Client.
- 8.5 For the accounting and returning of the deposit paid in foreign currency and not utilized, Section 7.10 of the present GTC shall be directive.
- 8.6 In case the Parties agree that a certain cost is to be covered by the Law Firm on its own behalf for the interest of the Client, and the Client covers that cost subsequently against an invoice, the Law Firm shall be entitled to

invoice the sum in question towards the Client together with the Lawyers' Fee, in a sum increased by VAT, i.e. such cost externalization shall always be handled as if the Lawyers' Fee was increased by the given cost.

9. Limited Liability

- 9.1 In lack of specific contrary provision of the Assignment, the Law Firm's liability for damages is the net Lawyers' Fee referring to the affected task, or in case that cannot be determined, the Lawyers' Fee for one year, but a maximum of HUF 10 000 000 for damages caused to the Client non-deliberately or not by gross negligence during the fulfillment of the Assignment.
- 9.2 In lack of specific contrary provision of the Assignment, the Law Firm shall not be liable for consequential damages (especially for the loss of profit and non-pecuniary damages).
- 9.3 The Law Firm shall be fully liable for all damages caused deliberately or by gross negligence, and any limitation thereof is invalid.
- 9.4 The Law Firm is in possession of the required liability insurance at the Insurance and Aid Association of Hungarian Attorneys (MÜBSE) in the value of HUF 10 000 000, as well as a supplementary insurance at Groupama Insurance Company. For damages not covered by the above insurances, the Law Firm shall be liable with its own possessions.
- 9.5 The Law Firm shall be fully liable to account for all money (e.g. cost advance, escrow sums, etc.) and fixed assets taken over from the Client, irrespective of delinquency.
- 9.6 The Law Firm shall not be liable for value loss in fixed assets entrusted to them by the Client that occur in the course of orderly usage and amortization.
- 9.7 The Parties on defining the Lawyers' Fee did take into consideration the limited liability described in the present Section.

The Client by signing the Assignment acknowledges that it has accepted the Lawyers' Fee with the limited liability as defined in the present GTC as a proportionate and fair fee, including especially the case when the Law Firm accepted the task of preparing and

countersigning a contract for a fee below the 1% of the contract's net value, or when accepted an Assignment for an hourly fee (or Lawyers' fee for one hour) below net HUF 25 000.

10. Other reasons outside the Law Firm's responsibility

- 10.1 The Law Firm accepts liability solely to fulfill the task assigned to it with its best knowledge and the greatest caution, by continuously observing and protecting the Client's rights and legitimate interests.
- 10.2 The Law Firm has no liability as to whether the fulfillment of the Assignment brings the result desired by the Client, but is liable as to carry out all legal and rational measures for reaching the result legally and rationally expectable by the Client.
- 10.3 The Law Firm is not liable for unavoidable external reasons ("Force Majeure") and for losses or harm of interest suffered by the Client that is caused by the behavior of third parties, especially authorities and courts (e.g. late trial setting, elongation of sentence making, delay in the delivery of information or decree, etc.).
- 10.4 The Law Firm does not undertake in any case to urge or exercise pressure on any authority, court or third person acting in the cause of the Client. The Client acknowledges that any such urging or pressure exercising is usually harmful for the Client, may result in the disadvantageous judgment of the Client, especially with the acting official or judge, and thus endanger the success of the procedure. With respect to the above, the Client also detains from performing such behavior, thus especially from making a grievance on the elongation of the procedure either in speaking or writing, or to act towards a judge or an administrator in a manner that is offensive.

11. Legal professional privilege

- 11.1 All non-public data and information gained by the Law Firm about the Client and its activities during or in connection with the Assignment shall be considered as client-attorney privilege, that the Law Firm may only reveal to third parties, courts or authorities solely in the case and area in which the Client

- gave exemption to the Law Firm (in the form of specific statement or instruction with clear reference thereof, e.g.: “You are kindly asked to forward...”) and also in cases specified by legal regulations (e.g. laws against money laundering).
- 11.2 Under no circumstances shall it be considered as the breach of client-attorney privilege when the Law Firm gives out data on the Client that is public or generally known, including the handover of information to a person or organization that has also been given out by the Client itself to the same addressee or the Client had a demonstrated intention to give out the information in question.
- 11.3 In lack of specific contrary provision of the Assignment, it cannot be regarded as the breach of client-attorney privilege if the Law Firm, without the mentioning of specific and non-public data referring to the subject of the Assignment, refers to the Client by name and also to its assignment relation with the Client for purposes of reference.
- 11.4 With the exception of the case when the Client specifically gives contrary instructions, it cannot be regarded as the breach of client-attorney privilege if the Law Firm gives information to the Client’s senior officers and colleagues (the Client’s employees or external partners) who participate in the project involving the given tasks in a proven manner declared by the Client, in the information giving not exceeding the extent which is necessary for answering the given question or for fulfilling the given task.
- 11.5 It cannot be regarded as the breach of client-attorney privilege if the Law Firm provides information to the auditor of the Client in a Letter of Representation that was proven to have been requested on the Client’s commission, not exceeding the extent necessary for answering the questions of the Letter of Representation thoroughly.
- 11.6 In case the Client during the communication provides a fax number or email address to which it requests the forwarding of some information, document, or any other material, the Law Firm shall not be liable as to who may access the documents forwarded to the given fax or email address.
- 12. Data management, obligation for the Client identification and regulations against money laundering**
- 12.1 In case the Client is a natural person (including natural persons signing on behalf of legal entity Clients), by signing the Assignment he/she gives assent for the Law Firm to handle his/her personal data for performing client identification obligations and in a cycle justified by the content of the Assignment.
- 12.2 The Client undertakes that in case for the performing of the Assignment it becomes necessary to hand over personal data of natural persons, especially of employees for the Law Firm, it performs all legal conditions previously in order to provide the data for the Law Firm legally. The Law Firm shall not be obliged to control the legality of the data transfer.
- 12.3 The Client acknowledges that according to actual legislation and rules of the Hungarian Bar Association, the Law Firm shall be responsible for following the rules against money laundering. The Client undertakes that it provides the Law Firm with the data necessary for this, gives assent to the controlling and photocopying of personal identity documents (and/ or obtains the necessary assent from persons involved in the matter previously, as of Section 12.2) and also that it informs the Law Firm on any changes of the relevant data within 5 (five) workdays following the knowledge thereof.
- 13. Cases of non-payment and the termination of Assignment**
- 13.1 Assignment may be terminated or terminates in cases and manner specified in the Assignment itself, or in cases stipulated by legal regulations, or with common written agreement of the Parties.
- Assignment that is fulfilled by the Law Firm for a periodic (e.g. monthly) fee may solely be terminated by the last day of the calendar month in which the termination period as specified in the Assignment ends (i.e. the Law Firm shall be entitled to the Lawyers’ Fee for the whole month).
- 13.2 In case the Client falls into delay with any fee, fee fraction, periodic fee or expense defrayal

- that the Law Firm shall be entitled to (hereinafter referred to as: “non-payment of fee”), the Law Firm shall be entitled to suspend its services for the duration of the non-payment of fee, what in case of an average fee does not exempt the Client from the payment obligation for the period of the service suspension.
- 13.3 The Law Firm in case of service suspension shall inform the Client on cogent tasks, with reference to the circumstance that with the non-payment of fee the Law Firm does not fulfill the task in question, but the Client itself has to attend to it.
- 13.4 In case the Assignment ceases, including cases of termination, expiring of the fix period, fulfillment of a task if Assignment referred to that, or the case if the fulfillment becomes impossible, the Parties shall fully settle accounts, following the regulations of the Civil Code on terminating contracts.
- 13.5 After the contract has terminated, the Law Firm may not be obliged to be available for the Client either in relation to the tasks thereof or in general, to answer its questions, to provide information or any other services to it.
- 13.6 In case after the contract terminated the Client requires the services of the Law Firm in an issue, the Parties shall conclude a separate Assignment or Assignment addendum. In lack of such, the Law Firm shall be entitled to service fees in accordance with the earlier assignment and the present GTC.
- 13.7 In case the termination of the Assignment means the final ceasing of the relationship of the Parties, the Law Firm may not be obliged to either store documents or handle money or fixed assets in the interest of the Client subsequently. In the case of the final ceasing of the relationship, the Law Firm shall hand over all documents against an acknowledgement of receipt (or in the case of the Client’s specific request a catalogue), and hand out money or other asset to the Client.
- 13.8 The Law Firm may not be obliged to effectuate the handover referred to in Section 13.7 at a location outside the head office of the Law Firm (e.g. at the head office of the Client or in the office of the Client’s new legal representative). In case any document or asset is handed over by post or through courier services, all cost and risks thereof is to fall on the Client; responsibility of the Law Firm lies exclusively in posting the document/ asset or handing it over to the courier.
- 13.9 The Law Firm shall be entitled to store the documentation of closed cases at the site of an external storage company. In case the Client requests the handover of a document that was placed to the outer storage company site, the costs of request, back transfer and copying of the given document, attested by the Law Firm with invoice, shall be defrayed by the Client.
- 13.10 In case the termination of the Assignment has to be reported at any authority, court or third party, this shall be done by the Client or its new legal representative.
- 13.11 After the termination of the Assignment, the Law Firm shall not be entitled to represent the Client towards any authority, court or third party, what it is entitled and obliged to clearly indicate to all concerned.
- 14. Restrict of competition**
- 14.1 In case the Client does not provide exclusivity to the Law Firm in the Assignment, the Client shall be entitled to apply the services of other legal representative (attorney, lawyer) in tasks not named specifically in the Assignment. In case the Client wishes to do so, the Law Firm undertakes that it shall cooperate with the other legal representative as if the person were also the appointed contact person of the Client.
- 14.2 In case the Law Firm does not provide exclusivity to the Client in a given business area in the Assignment, the Client may not raise complaint against the Law Firm entering into assignment relation with the Client’s competitors, suppliers or customers, while following the strict regulations referring to the client-attorney privilege and not harming the interests of the Client in any other manner neither.
- 14.3 In case the Law Firm provides exclusivity to the Client in a given business area in the Assignment, this obligation shall be valid until it has been noticed on the termination of the Assignment. The Client may not raise com-

plaint against the Law Firm entering into Assignment relation with its competitor, supplier or customer during the termination period or after the termination of the Assignment.

- 14.4 The Law Firm in lack of specific prior approval of the Client shall not be entitled to accept assignment from contractual partner of the Client the contract with which was prepared or commented by the Law Firm or with which the Client has proven legal dispute.
- 14.5 The Client under the duration of Assignment, without specific prior consent of the Law Firm, shall not be entitled to apply other legal representative for fulfilling tasks that are handled by the Law Firm according to the Assignment or specific task list, neither for any task in case (and until) the Client is in debt with any fee towards the Law Firm (including cost to be defrayed but not yet paid by the Client).
- 14.6 The Client under the duration of Assignment is entitled to decide (even without the termination of Assignment) not to apply the services of the Law Firm. However, this not exempts it from payment of the Lawyers' Fee defined in the Assignment.

15. Copyright and intellectual property

- 15.1 The Law Firm shall abide by the rights regarding copyright works and intellectual property provided to them by the Client in order to fulfill the Assignment and may solely use those in a cycle and extent which is well-founded by the Assignment, without giving the semblance of those to be their own copyright works or intellectual properties.
- 15.2 Under the duration of the Assignment, the Law Firm allows to the Client a limited usage of the documents, records and expertise prepared by the Law Firm, to an extent well-founded by the Assignment, including the application of those for the Client's private purposes, to confirm its standpoint (with the exception of documents indicated as confidential).
- 15.3 The Client under the duration of Assignment shall not be entitled to hand over for utilization to third party the documents or draft documents (including the electronic versions

of them), nor the records and expertise prepared by the Law Firm without specific prior written consent of the Law Firm.

16. General and closing provisions

- 16.1 The Parties regard the actual Assignment or Assignments valid between them, together with the present GTC as their complete agreement, replacing all earlier agreements or one-sided statement in the subject of the Assignment. Any different or supplementary agreement shall solely be applied in case the Parties separately acknowledged and signed it.
- 16.2 Modification or extension of the Assignment(s) is possible solely with the common written agreement of the Parties. The Parties especially preclude the possibility (and validity) of verbal modification or modification with acceptance by implied conduct.
- 16.3 The Parties shall inform each other in writing on all important questions regarding the Assignment, and should this not be possible in a given case, they shall confirm the verbal communication thereof in writing, upon request. In lack of written confirmation, neither Party may refer to information (instruction, declaration or statement), which was verbally expressed by either Party.
- 16.4 The Parties shall inform each other immediately on changes occurring in their data (especially the following: name, head office, mail address, invoice address, bank account number, name and contact data of contact persons, etc.), with the specification that in lack of such information providing, the other Party shall not bear responsibility for mistakes resulting from the lack of the information (e.g. invoice sent to earlier address, information letter sent to earlier contact person).
- 16.5 In questions not regulated in the Assignment(s) and the present GTC, separate legal provisions on attorney activities and legal representation, and the sections of the Civil Code referring to contracts of assignment shall be directive.
- 16.6 The Parties shall attempt to settle all disputes resulting from their assignment relation outside court, in a peaceful manner, with regards to the strictly confidential nature of the legal relation. In case, due to an unexpected rea-

son, the dispute cannot be settled in such manner, the Parties agree that they submit to the exclusive jurisdiction of, depending on scope, the Central District Court of Buda (Budai Központi Kerületi Bíróság) or the Budapest Metropolitan High Court (Fővárosi Törvényszék).

Until in cases belonging to court, the competence of the Budapest Metropolitan Court may not be agreed upon in contract (see Section 41 para (6) of the Code of Civil Procedure), the Parties apply the following rule of competence:

- a) In case according to the general rules of the Code of Civil Procedure, the Budapest Metropolitan High Court would be acting, the Parties do not wish to establish a rule on competent court different from this;

- b) In all other cases belonging to court, the Parties accept the competence of the Székesfehérvár High Court.

- 16.7 The Assignment is signed by the Parties after reading and understanding, as one thoroughly representing their will, at the same time acknowledging that in questions that the Assignment does not regulate differently, provisions of the present GTC shall be directive. Persons signing on behalf of the Parties, with signing the Assignment accept responsibility that they have full authority for giving out or accepting the assignment.