



KAPTÁR irodák Kft.

GENERAL TERMS AND CONDITIONS OF CONTRACT

(GTC)

Effective: June 1, 2020

Pursuant to Section 6:77(1) of Act V of 2013 on the Civil Code (hereinafter "Civil Code"), the general terms and conditions of contract of **KAPTÁR irodák Korlátolt Felelősségű Társaság** (registered office: 1065 Budapest, Révay köz 4.; registration authority: Court of Registration of the Metropolitan Court of Budapest; company registration number: 01-09-967198; tax number: 23473861-2-42; hereinafter "KAPTÁR") applicable to the Contracts on Services set out hereunder, concluded after the entry into force of the present General Terms and Conditions of Contract (hereinafter "GTC"), are set forth as follows:

1. TERMS AND DEFINITIONS

For the purpose of the GTC, the capitalised terms used in this chapter shall have the following meaning.

1K Community Membership Contract: Coworking Contract concluded between KAPTÁR and the Community Member, pursuant to which the Community Member has the right to use the Services under the present GTC no later than 30 (thirty) days from the conclusion of the Contract, plus to use the Services under the present GTC no later than 30 (thirty) days from the conclusion of the Contract on a total of 1 (one) business days, between 8.00 AM and 8.00 PM.

4K Contract: Coworking Contract concluded between KAPTÁR and the Community Member, pursuant to which the Community Member has the right to use the Services under the present GTC no later than 30 (thirty) days from the conclusion of the Contract on a total of 4 (four) business days, between 8:00 AM and 8:00 PM.

8K Contract: Coworking Contract concluded between KAPTÁR and the Community Member, pursuant to which the Community Member has the right to use the Services under the present GTC no later than 30 (thirty) days from the conclusion of the Contract on a total of 8 (eight) business days, between 8:00 AM and 8:00 PM.

13K Contract: Coworking Contract concluded between KAPTÁR and the Community Member, pursuant to which the Community Member has the right to use the Services under the present GTC no later than 30 (thirty) days from the conclusion of the Contract on a total of 13 (thirteen) business days, between 8:00 AM and 8:00 PM.

Privacy Statement: notice containing data management and data protection requirements applied by KAPTÁR in relation to the Personal Data of natural persons. The Privacy Statement in effect is continuously accessible on the Website (www.kaptarbudapest.hu/adatvedelem/) and on the Notice Board; in case of any discrepancy between the versions on the Website and the Notice Board, the text of the Privacy Statement of the Website shall apply.

Price List: list of the price of the current Services provided by KAPTÁR and of usage rates under the present GTC. The Price List contains a price defined in both Hungarian Forints (HUF) and Euros (EUR) with respect to all the Services of KAPTÁR, which prices can be set and changed anytime freely by KAPTÁR irrespective of the exchange rates. The Price List in effect is continuously accessible on the Website (www.kaptarbudapest.hu/araink/) and on the Notice Board; in case of any discrepancy between the versions on the Website and the Notice Board, information indicated on the Price List of the Website shall apply.

Bank Account: any bank account stated in the trade register of KAPTÁR in force.

Company Data: mandatory data provided by the legal person or other Customer organisation, Community Member for the conclusion of the Contract: name, registered office, registration number, tax number, e-mail address.

Business Address Service Contract: Contract concluded between KAPTÁR and the Customer, under which KAPTÁR provides the Services referred to in paragraph 3.9. of the present GTC to the Customer.

Co-FIXIE Contract: indefinite term Coworking Contract concluded between KAPTÁR and 2 (two) Community Members, under which the Community Members have the right to use the Services under the present GTC on all calendar days, between 0:00 and 24:00 hours, until the termination of the Contract.

Coworking Contract: legal relationship established between KAPTÁR and the Community Member by purchase of a Half-day Pass or Day Pass, or by conclusion of any FLEXIE Contract, FIXIE Contract or Co-FIXIE Contract.

Other Services: services provided by KAPTÁR to Community Members in addition to the basic services under the Contracts referred to in the present GTC, which are available for an additional usage or service fee.

Party or Parties: parties to the Contract, i.e. KAPTÁR, as provider of the Service, and the natural person, legal person, or other organisation, as user of the Service.

Half-day Pass: available for purchase by the Community Member on business days, granting use of the Services referred to in the present GTC between 8:00 AM and 2:00 PM, or between 2:00 PM and 8:00 PM on the day of purchase.

FIXIE Contract: indefinite term Coworking Contract concluded between KAPTÁR and the Community Member, under which the Community Member has the right to use the Services under the present GTC on all calendar days, between 0:00 and 24:00 hours, until the termination of the Contract.

FLEXIE Contract: legal relationship established between KAPTÁR and the Community Member by conclusion of a Community Membership Contract, 1K Contract, 4K Contract, 8K Contract, 13K Contract or Monthly Contract.

Monthly Contract: Coworking Contract concluded between KAPTÁR and the Community Member, under which the Community Member has the right to use the Services under the present GTC for 1 (one) month, on business days, between 8:00 AM and 8:00 PM, from the date of the conclusion of the Contract. The Monthly Contract shall terminate on the day number of the month following the month on which day number the Contract was concluded; if there is no such day, the Monthly Contract shall terminate on the first day after the month following the date of conclusion.

House Rules: rules setting out the detailed terms and conditions of using the Community Office, contained in Annex 1 of the present GTC.

Notice Board: board located in the area of the Community Office, opposite the entrance, providing notices and information relating to the Community Members.

Website: website operated by KAPTÁR at www.kaptarbudapest.hu.

Community Office: offices operated by KAPTÁR, located at KAPTÁR Classic: H-1065 Budapest, Révay köz 4., and at KAPTÁR Happening: 1065 Budapest, Révay utca 4. In addition to the common areas (e.g. workstations in joint work spaces, kitchens, washrooms etc.) and 1 phone booth continuously accessible by all Community Members, the Community Office's KAPTÁR Classic service includes 1 upper floor room (for max. 20 people), 1 Classic M meeting room (for max. 6 people), 2 Classic S

meeting rooms (for max. 4 people each), which may be converted into 1 Classic L meeting room (for max. 12 people), 1 Classic XS meeting room (for max. 2 people), 1 FIXIE space and 2 FIXIE phone booths based exclusively on fixed Contracts, while the KAPTÁR Happening service includes – besides the common areas accessible by all Community Members (e.g.: kitchen, washrooms etc.) – 1 Happening XL meeting room (for max. 12 people), 1 Happening M meeting room (for max. 6 people), 1 FIXIE space and 3 closed and 1 open phone booths, based exclusively on fixed Contracts; the layout of these is indicated in the Floor Plan contained in Annex 2 of the present GTC.

Community Events: regular events organised by KAPTÁR, listed with continuously updated information on the Notice Board.

Community Member: natural person concluding a Coworking Contract with KAPTÁR, as the provider of the Service, or if the Customer using the Service is a legal person or other organisation, the natural person(s) designated by such Party to use the Service upon the conclusion of the Coworking Contract.

Community Membership Contract: Coworking Contract concluded between KAPTÁR and the Community Member, pursuant to which the Community Member has the right to use the Services under the present GTC no later than 30 (thirty) days from the conclusion of the Contract.

Postal Address Service Contract: Contract concluded between KAPTÁR and the Customer, under which KAPTÁR provides the Services referred to in paragraph 3.11. of the present GTC to the Customer.

Day Pass: available for purchase by the Community Member on business days, granting use of the Services referred to in the present GTC between 8:00 AM and 8:00 PM on the day of purchase.

Personal Data: the following personal identification data relating to the natural person Customer, or if the Customer using the Service is a legal person or other organisation, the natural person designated by such Party to use the Service, to be provided on a mandatory basis at the time of the conclusion of the Contract: name, place and date of birth, mother's maiden name, address, e-mail address, phone number.

Contract or Contracts: Coworking Contract(s), Meeting Room Service Contract(s), Business Address Service Contract(s), and Seat Service Contract(s) and Postal Address Service Contract(s) concluded between KAPTÁR, as the provider of Service, and the Community Member, as the user of the Service.

Customer: Community Member and Party concluding a Meeting Room Service Contract or Business Address Service Contract or Seat Service Contract or Postal Address Service Contract with KAPTÁR.

Seat Service Contract: Contract concluded between KAPTÁR and the Customer, under which KAPTÁR provides the Services referred to in paragraph 3.10. of the present GTC to the Customer.

Service or Services: service(s) provided by KAPTÁR under or within the framework of any Contract referred to in the present GTC.

Meeting Room Service Contract: Contract concluded between KAPTÁR and the Customer, under which KAPTÁR provides the Services referred to in paragraph 3.8. of the present GTC to the Customer.

Guest Ticket: ticket available for purchase by a natural person designated by the Community Member, with which the guest of the Community Member has the right to stay in the area of the Community Office and to use the Services available to the Community Member purchasing the

Guest Ticket for a total of 2 (two) hours, between 8:00 AM and 8:00 PM on the weekday of the Guest Ticket's purchase.

2. CONCLUSION OF THE CONTRACTS

The Community Office and the Services may not be used without a valid Contract.

2.1. Conclusion of the Coworking Contracts

The Coworking Contract regulated in accordance with the present GTC is concluded by way of the purchase of the Half-day Pass or the Day Pass, and the conclusion of any FLEXIE Contract, FIXIE Contract or Co-FIXIE Contract, and by payment of the fee of the desired Services by the Community Member.

A Coworking Contract can only be concluded - in case the necessary technological-technical conditions are given when the contract is concluded - electronically following the registration on the online interface designed and managed by KAPTÁR (<https://kaptarbudapest.spaces.nexodus.com>). When completing registration, the Community Member is required to provide his/her Personal Data or Company Data necessary for the conclusion of the contract and the password necessary to access the profile created during registration. Furthermore he/she is required to make a statement on the acceptance of provisions set out in the GTC and the Privacy Statement in effect on the day of registration. The Community Member can choose the type of the Coworking Contract he/she intends to conclude when logging into the profile that was created during registration and then, and initiate the conclusion of the Coworking Contract of his/her choice. In case a Community Member with an already existing profile - created during registration according to the above - indicates his/her intention to conclude the Coworking Contract of his/her choice verbally (via telephone or in person), the request for concluding the Coworking Contract shall be recorded electronically in the profile of the Community Member by the acting administrator of KAPTÁR. The conclusion of the contract shall be confirmed to the Community Member by KAPTÁR via e-mail in each case.

In case the electronic conclusion of the contract according to above shall be impeded due to any obstacles regarding the technical conditions necessary for the contract then, the Coworking Contract may also be concluded in paper form, by the completion and signing of the draft contract available for this purpose. KAPTÁR shall ensure that the information of the Coworking Contract concluded in paper form is uploaded to the electronic system according to the above immediately after the obstacle is resolved.

2.2. Conclusion of other Contracts

The Meeting Room Service Contract is concluded by way of the complete filling out of the appropriate columns of the online reservation system accessible through the Website (www.kaptarbudapest.hu/targyalo-foglalas/), i.e. by selection of the meeting room and the available time slot (not reserved earlier by someone else), and by the sending of such information to KAPTÁR as finalisation of the reservation, or by registration by KAPTÁR of the selection of the meeting room and the available time slot (not reserved earlier by someone else) verbally by the Customer (either in person or by phone).

A Contract regulated in accordance with the present GTC is concluded by signing of the Business Address Service Contract, Seat Service Contract and/or Postal Address Service Contract.

2.3. Use of Other Services

A contract on the use of Other Services referred to in the present GTC may be concluded verbally or by implied conduct, under the terms of the Price List in effect on the date of use. Only Customers with a valid Contract have the right to use Other Services after payment of the usage or service fees of the desired Other Services.

2.4. Data provision obligation

Prior to concluding the Contract, the natural person Customer is required to provide his/her Personal Data.

If the Contract is concluded by a legal person or other organisation as the user of the Service, such Customer shall provide its Company Data prior to the conclusion of the Contract, and designate the natural person(s) who has/have the right to use the Service(s) under the Contract(s) concluded by the Customer, together with provision of the relevant Personal Data. Unless provided otherwise by the present GTC, in case of several natural persons using the Service, the Customer shall pay the full fee of the given Contract in respect of all natural persons it designates.

The natural person(s) designated by the legal person or other organisation Customer for using the Services shall enjoy the rights and bear the obligations of the Customer under the present GTC during the performance of the Contract - from the start of actually using the Services.

In respect of a legal person or other organisation Customer, KAPTÁR may at its discretion, with no obligation to provide reasons, demand adequate proof of the right of representation of the person acting on behalf of the Customer as a condition for the conclusion of the Contract. In such a case, the right of representation is primarily proven by the handing over of the original copy or authenticated duplicate of the authentic company specimen signature (notarised specimen signature, or specimen signature countersigned by an attorney) and by verification of the identity of the acting person (involving the copying of the personal identification document, if necessary, which is permitted by the person concerned by his/her signing of such copy).

Should the need arise from any legal persons or other organization as Customer, KAPTÁR shall prepare and issue a paper form certificate subsequently on the Coworking Contract(s) that was concluded by the Customer electronically, recording the conclusion of the contract and its essential content.

2.5. Information obligation

The Customer both legal person or organization is obliged to notify and inform the natural person authorized to use the Services on its behalf of the content of present GTC and KAPTÁR's data management policies as per its Privacy Statement in advance of entering into the Contract.

The Community Member purchasing a Guest Ticket is obliged to notify and inform the natural person using the Services under such Guest Ticket of the content of present GTC and KAPTÁR's data management policies as per its Privacy Statement in advance of purchasing of the Guest Ticket.

2.6. Registration of Customers, data management

KAPTÁR has the right to keep records on the Personal Data and Company Data of Customers concluding a Contract, and on the Personal Data of natural persons designated to use the Services

(for purposes of this paragraph "Data"). By signing the Contract, the Customer gives permission for the management of the Data in accordance with the present GTC, and further declares that it holds the necessary authorisation to grant permission necessary for such data management from the natural persons designated for the use of Services. If the above statement proves to be false, the legal person or organisation Customer concerned shall be fully liable for damages arising from possible consequences. Further provisions on the management of Personal Information shall be included in the Privacy Statement of KAPTÁR.

KAPTÁR has the right to manage the Data from the date of the Contract until 1 (one) year from the termination thereof. In the course of managing Data, KAPTÁR shall ensure their appropriate protection, and may not use the Data for purposes not related to the Contract or disclose them to third parties without the permission of the persons concerned, save for cases in which it is obliged to do so by law or administrative decisions. To support the fulfilment of its billing related obligations, KAPTÁR has the right to forward Data on the Community Members to third parties providing services to KAPTÁR within the scope of such activity.

The Customer has the right to request his/her/its deletion from the records before the expiry of the above deadline, in which case KAPTÁR is required to delete Data relating to the Customer without delay, but within 3 (three) days at the latest.

KAPTÁR operates an electronic surveillance system (closed circuit television system) on the premises of the Community Office in accordance with the rules of Act CXXXIII of 2005 on Security Services and the Activities of Private Investigators. By entry onto the premises of the Community Office, by implied conduct the Customer or the guest of a Community Member using the Services with a Guest Ticket gives his/her express consent to KAPTÁR to record images of the Customer on the premises of the Community Office, to store such recordings (photo, visual, voice) for no more than 3 (three) business days, and to use them in the cases, under the conditions and in the form regulated by applicable laws.

2.7. Automatic renewal of FLEXIE Contracts

If the Community Member concluding any FLEXIE Contract does not indicate to KAPTÁR by e-mail his/her/its intention not to renew the Contract no later than the last day of his/her/its Coworking Contract, or does not conclude a different type of Coworking Contract, a new FLEXIE Contract - identical to the previous Contract - is concluded automatically between the Parties on the day following the termination of the Contract. KAPTÁR shall send an e-mail to the Community Member 5 (five) days prior to the termination of the Contract, giving warning of automatic renewal. Within the scope of this paragraph, the date of termination for the 4K Contract, 8K Contract and 13K Contract shall be the 30th (thirtieth) day from the conclusion of the Contract, irrespective of the days available under the Contract which are used earlier.

2.8. Switching contracts

If the Community Member wishes to conclude a Monthly Contract instead of his/her existing 4K Contract, 8K Contract or 13K Contract, or to conclude a FIXIE Contract or Co-FIXIE Contract instead of his/her existing FLEXIE Contract, the amount of the service fee payable in respect of the new Coworking Contract shall be reduced by the portion of the fee of Services not yet used under the existing Coworking Contract (proportionate to the number of unused days in respect of the 4K Contract, 8K Contract and 13K Contract, and to the number of the remaining days of the Contract in respect of a Monthly Contract).

3. SERVICES

Unless provided otherwise by the present GTC, KAPTÁR shall provide the Services referred to in this chapter in accordance with the particular Contracts.

3.1. Community Membership Contract

Under the Community Membership Contract, the Community Member has the right to the following Services during the period determined by the Contract:

- Free participation at Community Events;
- use of all Other Services for a discounted usage fee indicated in the Price List.

3.2. 1K Community Membership Contract

Under the 1K Community Membership Contract, the Community Member has the right to the following Services during the period determined by the Contract:

- Free participation at Community Events;
- use of all Other Services for a discounted usage fee indicated in the Price List.

Under the 1K Community Membership Contract, the Community Member has the right to the following Services on the one day during the period determined by the Contract:

- proper use (primarily for work purposes) of the common areas of the Community Office and of the office furniture contained therein under the terms of the present GTC;
- Wi-Fi Internet access and use of electricity;
- use of kitchen equipment and washrooms;
- use of flipcharts.

3.3. Half-day Pass, Day Pass

The Community Member purchasing a Half-day Pass or Day Pass has the right to the following Services during the period determined by the purchased pass:

- proper use (primarily for work purposes) of the common areas of the Community Office and of the office furniture contained therein under the terms of the present GTC;
- Wi-Fi Internet access and use of electricity;
- use of kitchen equipment and washrooms;
- use of flipcharts;
- free participation at Community Events;
- use of all Other Services for a discounted usage fee indicated in the Price List.

3.4. 4K Contract, 8K Contract, 13K Contract

Under the 4K Contract, 8K Contract and 13K Contract, the Community Member has the right to the following Services on the number of days determined by the type of concluded Contract:

- proper use (primarily for work purposes) of the common areas of the Community Office and of the office furniture contained therein under the terms of the present GTC;
- Wi-Fi Internet access and use of electricity;
- use of kitchen equipment and washrooms;
- use of flipcharts;
- free participation at Community Events;

- use of free workstations available in the FIXIE space of KAPTÁR Classic (by the use of access cards received and handed in at the end of the day by the Community Member);
- introduction in the newsletter issued by KAPTÁR and forwarded free of charge, and on the website of KAPTÁR;
- use of all Other Services for a discounted usage fee indicated in the Price List.

3.5. Monthly Contract

Under the Monthly Contract, the Community Member has the right to the following Services during the fixed period of the Contract:

- proper use (primarily for work purposes) of the common areas of the Community Office and of the office furniture contained therein under the terms of the present GTC;
- Wi-Fi Internet access and use of electricity;
- use of kitchen equipment and washrooms;
- use of flipcharts;
- free participation at Community Events;
- use of free workstations available in the FIXIE space of KAPTÁR Classic (by the use of access cards received and handed in at the end of the day by the Community Member);
- organisation of own community events in the Community Office;
- introduction in the newsletter issued by KAPTÁR and forwarded free of charge, and on the website of KAPTÁR;
- use of all Other Services for a discounted usage fee indicated in the Price List.

3.6. FIXIE Contract

Under the FIXIE Contract, the Community Member has the right to the following Services until the termination of the Contract:

- proper use (primarily for work purposes) of the common areas of the Community Office and of the office furniture contained therein under the terms of the present GTC;
- Wi-Fi Internet access and use of electricity;
- use of kitchen equipment and washrooms;
- use of flipcharts;
- free participation at Community Events;
- organisation of own community events in the Community Office;
- exclusive use of the Community Member's own workstations located in the FIXIE Space;
- Allowing a natural person he/she designates to use, as a guest, the Community Member's own workstation located in the FIXIE Space for a total of 2 (two) hours between 8:00 AM and 8:00 PM weekdays, without the purchase of a Guest Ticket;
- use of FIXIE phone booths;
- introduction in the newsletter issued by KAPTÁR and forwarded free of charge, and on the website of KAPTÁR;
- use of all Other Services for a discounted usage fee indicated in the Price List.

3.7. Co-FIXIE Contract

Under the Co-FIXIE Contract, Community Members have the right to the following Services until the termination of the Contract:

- proper use (primarily for work purposes) of the common areas of the Community Office and of the office furniture contained therein under the terms of the present GTC;
- Wi-Fi Internet access and use of electricity;

- use of kitchen equipment and washrooms;
- use of flipcharts;
- free participation at Community Events;
- organisation of own community events in the Community Office;
- exclusive use of the Community Members' own workstation located in the FIXIE Space of KAPTÁR Classic (i.e. per Co-FIXIE Contract the shared desk of the 2 (two) Community Members concluding the Contract);
- Allowing a natural person they designate to use, as a guest, the Community Members' own workstation located in the FIXIE Space of KAPTÁR Classic for a total of 2 (two) hours between 8:00 AM and 8:00 PM weekdays, without the purchase of a Guest Ticket;
- use of FIXIE phone booths;
- introduction in the newsletter issued by KAPTÁR and forwarded free of charge, and on the website of KAPTÁR;
- use of all Other Services for a discounted usage fee indicated in the Price List.

3.8. Meeting Room Service Contract

Under the Meeting Room Service Contract, the Customer has the right to exclusively use the meeting room he/she requests by e-mail or indicated verbally (event space, XL, L, M, S meeting rooms), and for the time confirmed by KAPTÁR.

3.9. Business Address Service Contract

Under the Business Address Service Contract, the Customer has the right to the following Services until the termination of the Contract:

- exclusive use of the registered, lockable document storage facility located in the basement under KAPTÁR Classic;
- proper use (primarily for work purposes) of the common areas of the Community Office and of the office furniture contained therein weekdays between 6:00 PM and 8:00 PM;
- Wi-Fi Internet access and use of electricity weekdays between 6:00 PM and 8:00 PM;
- use of kitchen equipment and washrooms weekdays between 6:00 PM and 8:00 PM;
- use of flipcharts weekdays between 6:00 PM and 8:00 PM.

In addition to the above, under the Business Address Service Contract, the Customer may use any of the following meeting rooms of the Community Office free of charge for 1 (one) hour each month: Classic XS, Classic S. The provisions of paragraph 2.2. of the GTC are applicable to the reservation of the selected meeting room.

Services under the Business Address Service Contract – not including the use of a meeting room once a month – may only be used by the senior official of the Customer, or by up to 2 (two) senior officials designated by the Customer in case of more than two executive officers.

Under the Business Address Service Contract, the Customer may at its discretion indicated at the time of the conclusion of the Contract state the address of KAPTÁR Classic (1065 Budapest, Révay köz 4.) as the registered place (seat, place of business, branch office) of its activity in the registries of the competent authorities. If the Customer states the address of KAPTÁR in the register of the competent authority as a seat, KAPTÁR shall arrange for the display of the Customer's company sign, which is clearly visible from a public area, in accordance with relevant legal requirements. Customer has the right to state the address of KAPTÁR as a seat in the register of the competent authority only if it corresponds to the address of its central administration (decision-making). In such a case, Customer shall store 1 (one) original copy of the documents to be kept at the seat under

applicable laws on the premises of KAPTÁR, in the lockable document storage facility made available to the Customer. If the Customer stated the address of KAPTÁR in the register managed by the competent authority as the place of its activity, KAPTÁR shall notify the Customer by electronic means within 120 (one hundred and twenty) minutes of any administrative measures or checks to be carried in the absence of the Customer. Customer acknowledges that in such case, KAPTÁR has no right to prevent such administrative measures or checks.

If the Customer also wishes to give authorisation for the receipt of postal items addressed to it under the Business Address Service Contract, it shall also make available to KAPTÁR the relevant, regularly filled out authorisation simultaneously with the conclusion of the Business Address Service Contract, and to renew the same within 15 (fifteen) days from the request of KAPTÁR by signing a new authorisation. Upon authorisation given for the receipt of postal items, the Customer shall specify in the Business Address Service Contract a postal address and/or e-mail address through which it can be continuously reached, and indicate any changes thereto without delay, but no later than within 3 (three) days. Upon authorisation given for the receipt of postal items, KAPTÁR shall notify the Customer by electronic means within 120 (one hundred and twenty) minutes of any mail delivered to the Customer (or notification of attempted delivery) and shall store such mail until its receipt by the Customer in person together with notification given of receipt. Customer acknowledges that in such a case, pursuant to rules relating to the delivery of official documents, the date of delivery of postal items is the date of receipt by KAPTÁR, irrespective of the time at which Customer becomes aware of the arrival of post or of the time at which he/she/it receives it from KAPTÁR.

3.10. Seat Service Contract

Under the Seat Service Contract, KAPTÁR shall allow the Customer to provide the address of KAPTÁR Classic (1065 Budapest, Révay köz 4.) as seat (registered office) in the registry managed by the competent authority for an indefinite period. In addition, KAPTÁR shall provide for the mounting of the company sign of the Customer, which is clearly visible from a public area, in accordance with applicable legal requirements, and for the safe storage and availability of company documents provided by the Customer, kept separately from other documents, to be kept at the seat of the company under applicable legal requirements, based on the delivery and acceptance protocol. A Seat Service Contract may be concluded only if the executive officer of the Customer, signing the Seat Service Contract, simultaneously duly authorises KAPTÁR to accept service on its behalf in accordance with Section 31 of Act V of 2006 on Public Company Information, Company Registration and Winding-up Proceedings.

Simultaneously with the conclusion of the Seat Service Contract, the Customer shall make available to KAPTÁR the original copy of its company documents in effect (at least its deed of foundation, the authentic specimen signature of the person - authorised to represent the Customer - involved in the conclusion of the Seat Service Contract, and – if applicable – the list of shareholders), its administrative licenses and permits, documents relating to its data submission obligations vis-à-vis the tax authority, and the original copy of its statutory annual report, and make available such additional instruments upon any changes therein. Under the Seat Service Contract, KAPTÁR shall receive only the documents referred to above; the handover of other documents or movable property is not possible. KAPTÁR shall keep an itemised and up-to-date document register on documents received under the Seat Service Contract. Customer shall report data relating to the seat service to the state tax authority, and the fact of the authorisation of KAPTÁR to accept service by the executive officer to the authority managing the register.

Customer shall make available to KAPTÁR the relevant, regularly filled out authorisation relating to the receipt of postal items received in its name simultaneously with the conclusion of the Seat Service Contract, and to renew the same within 15 (fifteen) days from the request of KAPTÁR by signing a new authorisation. Customer shall further, if applicable, report to the registration authority an address other than the registered office as the place of central administration simultaneously with the reporting of the new registered office. The Customer shall specify in the Seat Service Contract a postal address and/or e-mail address through which it can be continuously reached, and indicate any changes thereto without delay, but no later than within 3 (three) days. Under the Seat Service Contract, KAPTÁR shall notify the Customer by electronic means within 120 (one hundred and twenty) minutes of any mail (or notification of attempted delivery) received at the reported registered office, or of any administrative measures or checks relating to the reported registered office. Customer acknowledges that in the latter case, KAPTÁR has no right to prevent such administrative measures or checks. KAPTÁR shall store postal items received in its name - in addition to sending notification of receipt - until received in person by the Customer. Customer acknowledges that in such a case, pursuant to rules relating to the delivery of official documents, the date of delivery of postal items is the date of receipt by KAPTÁR, irrespective of the time at which Customer becomes aware of the arrival of post or of the time at which he/she/it receives it from KAPTÁR.

3.11. Postal Address Service Contract

Under the Postal Address Service Contract, KAPTÁR shall allow the Customer to indefinitely use the address of KAPTÁR Classic (H-1065 Budapest, Révay köz 4.) as a postal address for conducting business or for communication related thereto. Customer does not have the right to register the postal address used under the Postal Address Service Contract as the address of its place of business (e.g. registered office, site, branch office) in a registry managed by the competent authority, and the company sign showing the Customer will accordingly not be mounted.

Customer shall make available to KAPTÁR the relevant, regularly filled out authorisation relating to the receipt of postal items simultaneously with the conclusion of the Postal Address Service Contract, and to renew the same within 15 (fifteen) days from the request of KAPTÁR by signing a new authorisation. The Customer shall specify in the Postal Address Service Contract a postal address and/or e-mail address through which it can be continuously reached, and indicate any changes thereto without delay, but no later than within 3 (three) days.

Under the Postal Address Service Contract, KAPTÁR shall notify the Customer by electronic means within 120 (one hundred and twenty) minutes of any mail delivered to the Customer (or notification of attempted delivery) and shall store such mail until its receipt by the Customer in person. Customer acknowledges that in such a case, pursuant to rules relating to the delivery of official documents, the date of delivery of postal items is the date of receipt by KAPTÁR, irrespective of the time at which Customer becomes aware of the arrival of post or of the time at which he/she/it receives it from KAPTÁR.

3.12. Other Services

KAPTÁR shall provide the following Other Services to Customers with a valid Contract for service fees indicated in the Price List:

- use of lockable document storage facilities;
- use of projector;
- printing and scanning;

- purchase of Guest Ticket.

The Community Member concluding a 4K Contract, 8K Contract or 13K Contract may at any time extend the validity of the Contract - before the expiry thereof - once for an additional 30 (thirty) days for a discounted service fee indicated in the Price List; the extension shall not affect the number of available days under the originally concluded Contract.

The Community Member concluding a 4K Contract, 8K Contract or 13K Contract may purchase a Day Pass for a discounted service fee indicated in the Price List after use of days available under the Contract, but before the 30 (thirty) day deadline from the conclusion of the Contract.

3.13. 0-24 hour entry

KAPTÁR shall allow Community Members concluding a FIXIE Contract or Co-FIXIE Contract to enter the Community Office any time (i.e. before 8:00 AM and after 8:00 PM on business days, and 0-24 hours on public holidays). By payment of a separate service fee indicated in the Price List, Community Members concluding a Monthly Contract shall be entitled to enter the Community Office any time (i.e. 0-24 hours) on the days of use determined by their Contract. KAPTÁR shall grant the necessary fingerprint-controlled right of entry, or the electronic key referred to in paragraph 4.3. to the Community Member simultaneously with the conclusion of the Contract and/or the purchase of the extra service. Upon termination of the Contract, the fingerprint-controlled right of entry and the electronic key are automatically invalidated. The 0-24 hour right of entry under this paragraph may be exercised by the Community Member only in person; he/she has no right to allow other Community Members or other third parties to enter the premises of the Community Office. Upon breach of any obligation under this paragraph, the Community Member shall assume full and unlimited liability for damages.

4. OTHER TERMS OF USING THE SERVICES

4.1. Regular exercise of rights

In the course of exercising his/her rights conferred under the Contract, the Community Member shall act in full compliance with the rules of law and the House Rules, in accordance with the requirements of the regular exercise of rights and in observance of the legitimate interests of the other Customers of KAPTÁR.

4.2. Fingerprint-controlled entry

KAPTÁR shall allow Community Members concluding a 4K Contract, 8K Contract, 13K Contract, FIXIE Contract, Co-FIXIE Contract or Monthly Contract to use the entry system operated with fingerprint identification, installed in the Community Office, free of charge. As a condition of use, the Community Member shall provide to KAPTÁR all of his/her own data, and the data of natural persons designated for the use of the Service, necessary for the use of the entry system (images of fingerprints recorded with a special recording device used for biometric identification). By making available such data, the data subject gives his/her express permission for the management of data by KAPTÁR in accordance with paragraph 2.6.

4.3. Entry facilitating phone application

KAPTÁR shall allow Community Members concluding any FLEXIE Contract, FIXIE Contract or Co-FIXIE Contract, who own a technically suitable mobile phone, to use the phone application that facilitates entry to the Community Office. As a condition of use, the Community Member and/or the natural person designated for using the Service must install the KISI application on their mobile phones. KAPTÁR shall not be liable for any possible damage resulting from the installation or use of the application; the terms of contract of the application developer service provider, KISI Inc. (New Lab, Building 128, 63 Flushing Avenue, Brooklyn NY 11205), are applicable to installation and the terms of use. KAPTÁR shall make available to the Community Member the electronic key necessary for entry after the appropriate installation of the application. Upon termination of the Contract, the electronic key is simultaneously automatically invalidated. The Community Member shall keep the above electronic key during the entire term of the Contract and prevent access to it by unauthorised persons. Upon loss of the electronic key or its access by unauthorised persons, the Community Member shall send immediate notification to KAPTÁR. Upon breach of any obligation under this paragraph, the Community Member shall assume full and unlimited liability for damages.

4.4. Deposit

Community Members concluding a FIXIE Contract or Co-FIXIE Contract shall pay to KAPTÁR an amount corresponding to 1 (one) month's service fee of the Contract they conclude – by means of payment identical to that of the first payment of the service fee – under the title of deposit (security), simultaneously with the payment of the first service fee.

Customers concluding a Business Address Service Contract, Seat Service Contract or Postal Address Service Contract shall pay to KAPTÁR an amount corresponding to 2 (two) month's service fee of the Contract they conclude – by means of payment identical to that of the first payment of the service fee – under the title of deposit (security), simultaneously with the payment of the first service fee.

KAPTÁR holds an unlimited right to directly satisfy any overdue claims outstanding against the Customer with the amount of the deposit. Upon the use of the partial or full amount of the deposit, the Customer shall top up his/her amount of deposit to the full amount determined in the GTC within 8 (eight) days from receipt of the notice sent by KAPTÁR. Upon the increase of the service fee serving as a basis for the calculation of the deposit, the Customer shall top up his/her amount of deposit to the full amount based on the modified service fee within 8 (eight) days from receipt of the notice sent by KAPTÁR. The decrease of the service fee serving as a basis for the calculation of the deposit shall not affect the amount of deposit payable by the Customer. KAPTÁR shall repay the full amount of the deposit to the Customer not used for the satisfaction of claims against the Customer within 15 (fifteen) days from the termination of the relevant Contract. KAPTÁR does not pay interest on the amount of the deposit.

4.5. Suspension of services

If the Customer fails to fulfil any outstanding payment obligation to KAPTÁR by the available payment deadline, KAPTÁR has the right to unilaterally suspend the performance of its contractual services also to the Customer with a valid Contract. KAPTÁR shall in each case inform the Customer of the suspension of its services in accordance with this point via e-mail, including the specific reason for the suspension of services. Suspension under this point shall cease automatically by fulfilment of the outstanding payment obligation giving cause to suspension.

4.6. Use of any photo- and video materials recorded in the Community Office for promotional and marketing purposes

By entering the Community Office, Customer and/or any person using KAPTÁR's Services with a Guest Ticket specifically consents without any further restrictions by way of a tacit acceptance that KAPTÁR records photo- or video materials of Customer on the premises of the Community Office and uses such materials recorded for the purpose of promoting and marketing its Services. Further to the above, if such recordings are indeed applied, then the persons appearing on such recordings are not entitled to any respective copyright or other fees.

5. TERMS OF PAYMENT

5.1. Usage and service fees

The Customer shall pay usage and/or service fees for the Services and Other Services based on the Price List in effect at the time of the conclusion of the relevant Contract. Prices indicated in the Price List are exclusive of value added tax.

A Customer concluding a Meeting Room Service Contract shall pay the fee determined in the Price List for use of meeting rooms on business days between 8:00 AM and 8:00 PM, and 120% of the fee determined in the Price List for use of meeting rooms falling outside of the above period.

5.2. Billing

After purchase of the Half-day Pass or Day Pass, conclusion of any FLEXIE Contract, or after a request for the use of Other Services (indicated verbally or by implied conduct), KAPTÁR shall issue to the Customer, without delay, the invoice containing the fee of the desired Services or Other Services.

In respect of a FIXIE Contract or Co-FIXIE Contract, the invoice is issued on the basis of 30 (thirty) day settlement periods in accordance with this paragraph, but upon conclusion of the Contract, the Community Member also has the right to choose a 90 (ninety), 180 (one hundred and eighty) or 360 (three hundred and sixty) day settlement period. The settlement period commences on the date of the conclusion of the Contract, otherwise on the day following the last day of the previous settlement period. KAPTÁR has the right to issue an invoice relating to the given settlement period from the first day of each settlement period.

In respect of a Business Address Service Contract, Seat Service Contract or Postal Address Contract, KAPTÁR shall issue the invoice containing the fee of service for the first full calendar month or possibly for the preceding fraction of a month simultaneously with the signing of the Contract; it may issue invoices relating to subsequent calendar months after the 1st (first) day of the relevant month. Upon conclusion of the Contract the Customer has the right to choose a quarterly, semi-annual or annual settlement period, in which case KAPTÁR shall issue the invoice containing the fee of service for the first 3 (three), 6 (six) or 12 (twelve) calendar months or possibly for the preceding fraction of a month simultaneously with the signing of the Contract; it may issue invoices relating to subsequent 3 (three), 6 (six) or 12 (twelve) month periods after the 1st (first) day of the relevant month.

In respect of a Meeting Room Service Contract, KAPTÁR shall issue the invoice containing the usage fee prior to the use of the meeting room in relation to advance reservation, and after the use of the meeting room if no advance reservation is made.

Upon entering into a Contract with respect to the Services and Other services, Customer has the right to define if the currency of payment shall be Forints or Euros in writing (email accepted). KAPTÁR shall issue respective invoices in the currency defined by the Customer.

As a general rule, KAPTÁR shall issue the invoice containing the fee of service or use under the Contract, and possibly the fee of subsequent Other Services either as an electronic invoice within the meaning of Section 175 of Act CXXVII of 2007 on Value Added Tax or, upon the relevant request of the Customer, as a paper document. With respect to Community Membership and 1K Community Membership Contracts, Customer shall accept and KAPTÁR shall only issue electronic invoices.

If any modification is necessary in relation to an invoice already issued by KAPTÁR, for reasons not attributable to KAPTÁR, Customer shall pay any fees based on the Price List in effect on the date of modification to KAPTÁR.

5.3. Deadlines and means of payment

When purchasing a Half-day Pass or Day Pass, or concluding a 4K Contract, 8K Contract or 13K Contract, the Community Member shall pay the service fee in cash, with a bank card or through an online payment gateway simultaneously with the purchase of the pass or the conclusion of the Contract.

In respect of Community Membership and 1K Community Membership Contracts, Customer shall pay the service fee exclusively via bank card via online payment platform upon purchase.

In respect of a Monthly Contract, the Community Member shall pay the service fee within 5 (five) days from the conclusion of the Contract in cash, with a bank card, through an online payment gateway or by transfer to the Bank Account of KAPTÁR.

In respect of the automatic renewal of the Coworking Contract, the Community Member shall pay the service fee within 5 (five) days from the date of the invoice in cash, with a bank card, through an online payment gateway or by transfer to the Bank Account of KAPTÁR.

In respect of a FIXIE Contract or Co-FIXIE Contract, the Community Member shall pay the service fee due for the settlement period referred to in paragraph 5.2. within 8 (eight) days from the first day of the settlement period in cash, with a bank card, through an online payment gateway or by transfer to the Bank Account of KAPTÁR.

In respect of a Business Address Service Contract, Seat Service Contract or Postal Address Contract, the Community Member shall pay the due service fee within 8 (eight) days from issue of the invoice in cash, with a bank card or by transfer to the Bank Account of KAPTÁR.

In respect of a Meeting Room Service Contract, the Customer shall pay the due usage fee simultaneously with the conclusion of the Contract, or after use of the meeting room, in cash, with a bank card or through an online payment gateway.

Provisions relating to the payment of the modified invoice are in each case applicable to the method and deadline for the payment of the invoice modification fee.

5.4. Payment obligation

The Customer shall pay the regularly issued invoice of KAPTÁR in the currency of the invoice by the given payment deadline. If payment is made in other foreign currencies, the Customer shall bear additional costs arising from exchange.

The option of online payment via bank card through an online payment gateway can only be chosen by Customer in case of receipt of an electronic invoice. Customer can indicate its intent to pay online via bank card on the electronic or online interface or website of KAPTÁR's electronic invoicing system, upon which request, the system will automatically navigate Customer to the electronic website of KAPTÁR's electronic payment service provider partner Barion Payment Zrt. (1117 Budapest, Infopark sétány 1. I. ép. 5. em. 5.). Customer is permitted to use the online payment process only on condition he/she accepts the online payment general terms and conditions as well as the privacy statement of the electronic payment service provider. Any Customer choosing the online payment option can opt for an automatic payment process of any future invoices issued to Customer by KAPTÁR on the online payment surface of the online payment service provider, in which case, the settlement of any invoice entering the payment funnel will be processed 6 (six) hours following the issuance of the invoice without any specific action taken by Customer. Customer can cancel the automatic payment process setup anytime on the online payment surface of the online payment service provider. KAPTÁR cannot be held liable for any direct or indirect damages arising from the online bank card payment process and respective automatic payment process. With respect to the online payment process as well the automatic payment process chosen and applied by Customer, the contracting terms and conditions of the online payment service provider shall always prevail and are applicable, and the use and protection of any respective data in connection of such services shall fall under the privacy policy of such online payment provider.

Community Membership or 1K Community Membership Contracts can only be concluded if Customer allows the automatic payment option on the electronic payment service platform upon payment of the first invoice for these Services.

If choosing payment by bank transfer, the payment obligation of the Customer is deemed to be fulfilled on the day on which the given amount is credited to the Bank Account of KAPTÁR.

In the event of late payment, for each day of default KAPTÁR shall be entitled to default interest in an amount stipulated in Section 6:48 of the Civil Code in respect of natural persons, and in Section 6:155 of the Civil Code in respect of legal persons or other organisations.

6. TERMINATION

6.1. Expiry of fixed term

The Contract shall be terminated upon expiry of the fixed term determined under the Terms and Definitions, but the FLEXIE Contract shall be automatically renewed as a new Contract for an additional fixed term corresponding to the previous period, under conditions detailed in point 2.7. The Contract may be terminated during the fixed period only on grounds and by means set out in this chapter.

6.2. Cancellation of the Coworking Contract during the trial period

The Community Member has the right to cancel his/her Coworking Contract without justification, in writing, with immediate effect during the 5 (five) business day trial period from the date of its conclusion, but on the day after the date of conclusion at the earliest.

Upon cancellation by the Community Member with immediate effect within the meaning of this paragraph, KAPTÁR shall be entitled to the proportionate amount of the service fee under the Coworking Contract charged for actual use by the Community Member, provided it shall repay to

the Community Member any amounts he/she may have paid in excess within 15 (fifteen) days from the termination of the Coworking Contract. Upon cancellation of the individual Coworking Contracts under this paragraph, the amount of service fees payable to or withheld by KAPTÁR shall be determined as follows:

- in respect of the Community Membership Contract, one-thirtieth of the service fee payable under the Contract, multiplied by the number of days on which the Community Member had actually received any Service of KAPTÁR;
- in respect of the 1K Community Membership Contract, one-sixtieth of the service fee payable under the Contract, multiplied by the number of days on which the Community Member had actually received any Service of KAPTÁR, or half of the service fee if the Services if Customer has already used the Services in connection to the 1 (one) day under the Contract;
- in respect of the 4K Contract, one quarter of the service fee payable under the Contract, multiplied by the number of days on which the Community Member had actually received any Service of KAPTÁR;
- in respect of the 8K Contract, one-eighth of the service fee payable under the Contract, multiplied by the number of days on which the Community Member had actually received any Service of KAPTÁR;
- in respect of the 13K Contract, one-thirteenth of the service fee payable under the Contract, multiplied by the number of days on which the Community Member had actually received any Service of KAPTÁR;
- In respect of the Monthly Contract, one-thirtieth of the service fee payable under the Contract, multiplied by the number days transpired of the Monthly Contract's fixed term until the termination of the Contract;
- In respect of the FIXIE Contract, one-thirtieth of the service fee payable under Contract in relation to the settlement period referred to in paragraph 5.2., multiplied by the number days transpired of the first settlement period until the termination of the Contract.

6.3. Cancellation caused by breach of contract

The blameless Party has the right to cancel the Contract with immediate effect if the other Party has committed a serious breach of contract by failure to fulfil any of its material contractual obligations, or by not performing in accordance with the Contract, or as a result of its behaviour vis-à-vis the blameless Party, and the latter Party cannot be reasonably expected to continue to perform the Contract.

KAPTÁR has the right to cancel the Contract with immediate effect under this paragraph particularly but not exclusively if:

- the Customer is late in fulfilling any of its payment obligations by more than 8 (eight) days;
- the Customer - or a natural person it designates for the use of Services - causes damage to KAPTÁR or to other Customers of KAPTÁR by intentional behaviour.
- Customer fails to fulfil any of its obligations it undertakes under the Contract, under this GTC.

Customer has the right to cancel the Contract with immediate effect under this paragraph particularly but not exclusively if:

- KAPTÁR does not provide the Services under the Contract for a period of more than 2 (two) hours in respect of the Half-day Pass, Day Pass, or for more than 48 (forty-eight) hours in respect of other Coworking Contracts without good reason or external circumstances;
- KAPTÁR does not begin taking measures to remedy the well-grounded causes or external circumstances obstructing or preventing the provision of Services under the Contract within 2

(two) hours in respect of the Half-day Pass, Day Pass, or within 48 (forty-eight) hours in respect of other Coworking Contracts.

Upon cancellation by KAPTÁR with immediate effect under this paragraph, KAPTÁR is entitled to the full amount of the usage and/or service fee under the Contract – due for the current settlement period upon the cancellation of an indefinite term contract – and may claim compensation for any damage it suffers.

Upon cancellation by the Customer under this paragraph, KAPTÁR shall reimburse the prorated amount of the usage and/or service fee under the Contract within 15 (fifteen) days from the termination of the Contract, and the Customer may claim compensation for any damage it suffers, provided that in such a case, the amount of compensation may not exceed the amount of consideration determined in the Contract concluded, then cancelled by the Customer.

6.4. Cancellation of indefinite term Contracts

Either Party may cancel the FIXIE Contract or Co-FIXIE Contract with at least 30 (thirty) days' notice by unilateral written statement, without giving reason, effective the last day of the 30 (thirty) day settlement period referred to in paragraph 5.2. If the Co-FIXIE Contract is cancelled only by one of the Community Members, a FIXIE Contract is concluded between KAPTÁR and the non-cancelling Community Member as of the day following the effective date of cancellation.

Either Party may cancel the Business Address Service Contract, Seat Service Contract and Postal Address Contract with at least 30 (thirty) days' notice by unilateral written statement, without giving reason, by the last day of the calendar month.

6.5. Withdrawal from the FIXIE Contract and Co-FIXIE Contract

The Customer concluding a FIXIE Contract or Co-FIXIE Contract may withdraw from the Contract free of charge for 7 (seven) days after the conclusion of the Contract, in which case KAPTÁR shall repay the full amount of the already paid service fee and the deposit to the Customer within 8 (eight) days from the notification of withdrawal. If in respect of the Co-FIXIE Contract only one Community Member wishes to exercise his/her right of withdrawal referred to in this chapter, the Co-FIXIE Contract shall be terminated upon the notification of withdrawal, but a FIXIE Contract shall be entered into between KAPTÁR and the Community Member not exercising his/her right of withdrawal under this chapter as of the day following the date of the notification of withdrawal.

6.6. Withdrawal from the Meeting Room Service Contract

A Customer concluding a Meeting Room Service Contract may cancel the Contract free of charge no later than 1 (one) week before the reserved time in respect of meeting rooms reserved more than 1 (one) week in advance, and within 12 (twelve) hours from conclusion of the Contract in respect of meeting rooms reserved less than 1 (one) week in advance. In the event of withdrawal indicated after the above deadline or withdrawal relating to meeting rooms reserved less than 12 (twelve) hours in advance, Customer shall pay the full usage fee under the Contract, but after payment of such amount, it shall be credited to the fee of the new Contract concluded by the Customer.

6.7. Provisions relating to the termination of specific Contracts

Upon the termination of the Business Address Service Contract for any reason, the possible authorisation relating to the receipt of postal items, received in the name of the Customer, shall at the same time automatically become void.

If under the Business Address Service Contract, the Customer stated the address of KAPTÁR Classic as the place (seat, place of business, branch office) of its activity in the register containing its public data (company register in relation to companies), and the Customer does not arrange for the deletion of the address of KAPTÁR Classic as the place (seat, place of business, branch office) of its activity in the register containing its public data (company register in relation to companies) within 30 (thirty) days from termination of the Business Address Service Contract, KAPTÁR has the right to notify the authority (court of registration in respect of companies) managing the register and carrying out statutory supervision for taking the necessary measures.

Upon the termination of the Business Address Service Contract for any reason, the authorisation given by the executive officer of the Customer to KAPTÁR to accept service on its behalf shall terminate automatically, while the authorisation relating to the receipt of postal items sent to the name of the Customer shall become automatically void.

If the Customer does not arrange for the deletion of the address of KAPTÁR Classic, as seat address, and the fact of the authorisation of KAPTÁR by the executive officer to accept service on its behalf from the public register (company register in respect of companies) containing its data within 30 (thirty) days from termination of the Seat Service Contract, KAPTÁR has the right to notify the authority (court of registration in respect of companies) managing the register and carrying out statutory supervision for taking the necessary measures.

Upon termination of the Seat Service Contract, KAPTÁR shall hand over the documents received under the Contract to the Customer, together with the related document register.

Upon termination of the Postal Address Service Contract for any reason, the authorisation relating to the receipt of postal items, received in the name of the Customer, shall at the same time automatically become void.

7. LIABILITY

KAPTÁR shall assume liability only for Services it directly and continuously provides in the appropriate quality and at the standards specified in the present GTC. In respect of indirect services provided with the involvement of third parties, after notification by the Customer, KAPTÁR agrees to take the necessary steps without delay to resolve any problems arising in relation to the availability or quality of service. If the third party involved does not remedy the above problems within a reasonable period of time, or the frequency of the same problem prevents the use of the service concerned, KAPTÁR shall engage a different assistant for providing the service, if necessary.

Save for cases of damage caused intentionally or by gross negligence, KAPTÁR shall not be liable for any damage caused in the property or other equipment of the Community Member brought into or stored in the Community Office.

KAPTÁR shall not be liable for the behaviour of third parties using the Community Office. KAPTÁR shall apply the legal consequences under the present GTC against Customers in breach of their Contract or the House Rules.

8. FORCE MAJEURE

KAPTÁR shall be relieved of all legal consequences resulting from failure to perform or from late performance of its obligations under the Contract if such failure or delay is the result of force

majeure. An event of force majeure shall be deemed any extraordinary event occurring after the conclusion of the Contract, not foreseeable or preventable by KAPTÁR within its control, which is not attributable to its own fault or negligence; such events are in particular, but not limited to war, revolution, strike, fire, flood, epidemic, acts of God, earthquakes etc.

Upon occurrence of an event of force majeure preventing the performance of the Contract, KAPTÁR shall notify without delay Customers with a valid Contract of the event and cause, and expected duration of force majeure. In the event of force majeure the deadlines under the Contract shall be automatically extended with the duration thereof.

Upon an event of force majeure of a duration of more than 15 (fifteen) days in respect of a Half-day Pass, Day Pass, or 90 (ninety) days in respect of other Contracts, the Customer has the right to cancel the Contract and is entitled to the reimbursement of the prorated amount of the already paid usage and/or service fee.

9. MISCELLANEOUS PROVISIONS

9.1. Contact

The Parties shall maintain contact primarily by means of electronic correspondence (e-mail). The Customer shall specify an electronic mail address in the Contract through which he/she/it can be continuously reached, and notify KAPTÁR without delay of any changes thereto. Electronic address of KAPTÁR: hello@kaptarbudapest.hu. If electronic communication between the Parties is conducted through the above specified e-mail addresses, statements and notifications sent by such means shall be deemed given in writing and notified on the day of successful delivery. The Parties expressly affirm that the notification of amendments to and termination of the Contract by the above means is also acceptable.

Both Parties have the right to communicate any statement or notification by confirmation of postal delivery instead of the above electronic form. The Customer shall specify its registered address in the Contract through which he/she/it can be continuously reached by post, and shall notify KAPTÁR without delay of any changes thereto. With regard to Customers who are a legal person or other organisation, who transfer their registered office to the Community Office under a Business Address Service Contract or Seat Service Contract concluded with KAPTÁR, the address of any other place of operation (e.g. place of business, branch office, central administration location etc.) registered by the registration authority on the date of postage and the residential address of any executive officer registered on the date of postage are deemed to be a postal address within the meaning of this paragraph. With regard to Customers who are a natural person, who transfer their registered office to the Community Office under a Business Address Service Contract or Seat Service Contract concluded with KAPTÁR, the residential address of the Customer registered on the date of postage in the address register is deemed to be a postal address within the meaning of this paragraph. Postal address of KAPTÁR: H-1065 Budapest, Révay köz 4. Statements and notifications sent by post to the other Party – addressed in accordance with the above – are deemed to be delivered at the time of receipt stated on the return receipt, or on the 5th (fifth) business day from the date of the unsuccessful delivery attempt, if not received.

9.2. Communication of the GTC

By conclusion of the Contract, the Customer declares that by publishing the text of the GTC in effect on the Website and by the posting thereof on the notice board KAPTÁR has allowed the Customer to access the contents of the GTC prior to the conclusion of the Contract.

At the time of the conclusion of the Contract, the Customer shall declare that he/she/it requests the text of the GTC, which he/she/it accessed in advance and expressly accepted by conclusion of the Contract, in effect at the time of the conclusion of the Contract to be provided on paper or in an electronic format.

9.3. Amendment of the GTC

KAPTÁR has the right to unilaterally amend the present GTC at any time. The amended GTC shall take effect on the date specified on the cover sheet, which, however, may not be earlier than the amended GTC's date of publication on the Website and on the Notice Board. The amendments - with the exceptions below - are applicable in respect of Contracts concluded after the effective date thereof. With regard to the automatic renewal of FLEXIE Contracts, KAPTÁR shall send to the Customers concerned the amended text of the GTC as an attachment of the warning e-mail – referred to in paragraph 2.7. – sent on the day preceding the date of first renewal following the effective date of the amendments.

Upon amendment of the House Rules, the provisions of the amended House Rules are also applicable in respect of already concluded Contracts. In respect of the above, upon amendment of the House Rules, KAPTÁR shall send - by electronic means - the amended text of the House Rules to Customers with a Contract valid on the effective date of the amended House Rules at least 8 (eight) days prior to the entry into force thereof.

9.4. Applicable law

The provisions of Hungarian law are applicable to the present GTC and to the particular Contracts, and to any matters not regulated therein.

In the event of any discrepancies between a provision of the present GTC and a term of a Contract, the latter is applicable to the legal relationship established between the Parties.

9.5. Jurisdiction

The Central District Court of Buda shall have exclusive jurisdiction to decide disputes subject to property law - falling within the competence of the district court on the basis of the given value limit - relating to the conclusion, validity, effect, interpretation, performance, termination and breach of all Contracts under the present GTC, and to the rights and obligations of the Parties arising therefrom. The court specified according to the general rules of the prevailing Act on the Code of Civil Procedure has jurisdiction to decide disputes falling within the competence of the tribunal.

9.6. Language

The GTC hereunder has been drawn up in Hungarian and English. In the event of any discrepancy between the Hungarian and English language versions, the provisions of the Hungarian version shall take priority.

Budapest, June 1, 2020



KAPTÁR irodák Kft.

represented by:

Áron Levendel

Managing Director

Annex 1

HOUSE RULES

1. House Rules of KAPTÁR

KAPTÁR is open between 8:00 AM and 8:00 PM, at which time you can always request assistance. Outside of opening hours, however, please observe the rules and - especially when leaving - turn off the lights and activate the alarm!

The café can operate with such moderate prices because KAPTÁR residents serve themselves, which is built on a high level of trust. We are confident that our community can and wants to operate it responsibly.

You should consider reserving the meeting rooms and other event spaces of KAPTÁR in advance to ensure undisturbed meetings. Reservations can be made through our online system, by phone or e-mail. You are billed the fee of reservations at the end of the month.

KAPTÁR FLEXIE residents do not have their own desk. Feel free to choose any free spaces, organise your things to your preferences, but please pack all of your things when you leave. If you need permanent storage, you can rent lockers.

Feel free to receive guests in meeting rooms reserved in advance! If you would like your guest to work with you in the common area, buy him/her a Guest Ticket or Day Pass!

Considering that KAPTÁR is our common workplace, please bear in mind that you are sharing space with others! You are free to do anything that does not disturb others! For example, make sure that your phone doesn't ring too loud, that your phone conversations are conducted quietly, and that only you - and not your neighbours - are listening to your favourite tracks!

Please wash the dishes you use or put them in the dishwasher, so you, too, will always have clean dishes to use.

Feel free to make Skype and phone calls in the KAPTÁR meeting rooms, but please be considerate of other members of the community and make available the room for others after completing the call. Usage of more than one hour is bound to a reservation.

2. FIXIE House Rules

“If silence could speak...”, it would not be called silence. FIXIE is chosen by those who prefer a quiet, calm working environment over a creative commotion. Please contribute to keeping this atmosphere calm and peaceful! This is not about taking a vow of silence — quiet communication between FIXIE members is completely normal. If, however, your phone or Skype call is longer (and louder), please always use our phone booths or meeting rooms! For this same reason, please always close the door of the FIXIE space.

A true FIXIE grows on the market and not on the neighbour's desk. Walls will never be erected between the individual workstations of KAPTÁR, only invisible boundaries. These boundaries, however, should be mutually respected. Please bear in mind that someone else's FIXIE begins where

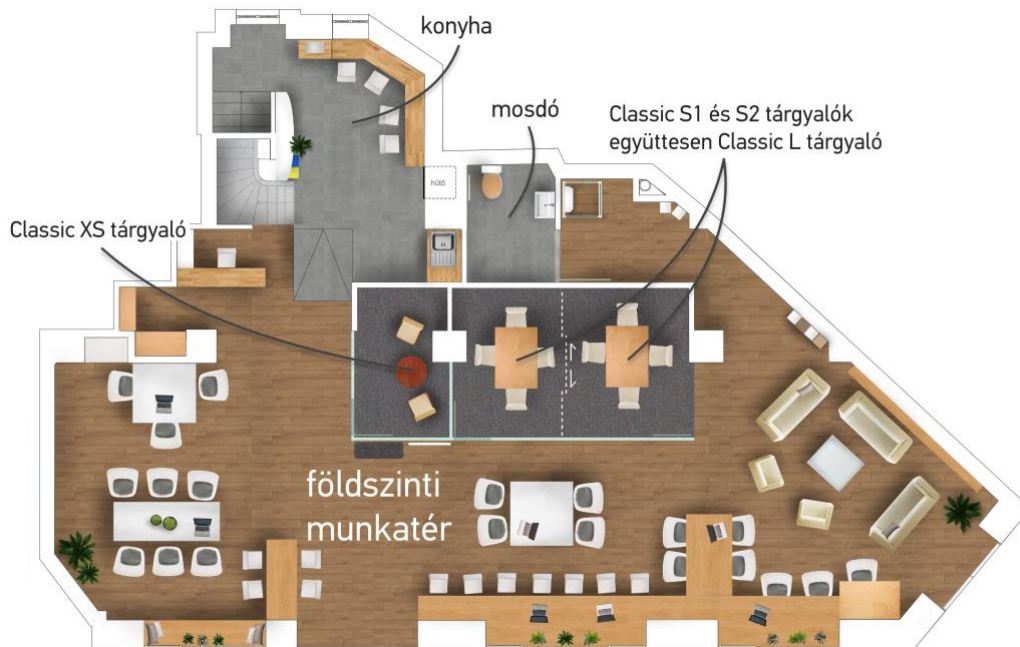
your FIXIE ends! If you wouldn't want anyone else intruding into your space, you shouldn't occupy more and more areas of your neighbour.

Don't give anyone reason to complain! (#food smell policy) We believe that everyone deserves a few minute (snack) break even when the work load is heaviest. We therefore ask that you always consume your breakfast/morning snack/lunch/afternoon snack/dinner - leaving a long trail of aroma (which others may consider a smell) - outside of the FIXIE space — either downstairs in the kitchenette, or upstairs at the “standing” counter. Naturally, legal performance enhancers - such as chocolate, pies, fruit, muesli and other odourless delicacies - may be consumed at any time.

Annex 2

FLOOR PLAN

KAPTÁR Classic ground floor



KAPTÁR Classic first floor



KAPTÁR Happening

