

Dun & Bradstreet Hungary Ltd.

GENERAL TERMS AND CONDITIONS

General Terms and Conditions

VALID FROM: JULY, 2024

SCOPE AND GENERAL PROVISIONS

1. Scope

These General Terms and Conditions including relevant Product Specific Terms and Condition (hereinafter "GTC") shall apply for Dun and Bradstreet Hungary Ltd., (hereinafter "D&B") delivery of Services to a Customer. The Customer shall fully comply with the relevant Terms and Conditions, any deviations shall be agreed upon in writing in order to be valid. In the event of contradictions and conflicting regulations, any individual agreements reached with the Customer shall take precedence, followed by the content of the specific agreement, any product-related special terms and conditions and, finally, these General Terms and Conditions. (GTC and individual agreement hereinafter together "the Agreement")

2. Amendments to Terms and Conditions and D&B Services

D&B is entitled to amend these GTC when deemed necessary. Changes to GTC will be communicated to the Customer in an ordinary way (when login into Services and/or email).

Customer accepts that D&B has a right to change the look and feel of the services, replace the services with similar services and continuously develop its solutions.

If such a change of the services includes replacement of D&B's technical solutions; Customer undertakes to take necessary measures on its own side in order to enable connection to the new technical solution (e.g. necessary upgrade). Customer understands that the content and the services may change due to legal requirements, authority decisions or altered information deliveries from D&B's information sources. D&B shall inform Customer of any changes having more than a limited negative effect on Customer's use of the services no later than 30 days prior to the effective date of such change. In such case, Customer shall have the right to terminate the Agreement effective as per the effective date of such change as stated by D&B.

3. Agreement

Unless otherwise stated in the offer, offers submitted by D&B are non-binding and can be subject to change.

A contractual relationship arises when the parties agree on the essential components of a contractual relationship.

4. Processing of personal data for the execution of the business relationship

If personal data are processed within the framework of D&B Services, both parties to the Agreement shall comply with the applicable legislation regulating protection of personal data.

The Customer is aware that it becomes a separate controller of personal data received from D&B Services, unless the parties agree otherwise, in order for the processing to comply with the requirements of the legislation regulating protection of personal data.

Based on the principle of transparency, if Customer (in the capacity of data controller) receives personal data as a part of D&B's Services, Customer shall, inter alia, inform the individual concerned about the categories of personal data retrieved and from which source the personal data originates (art. 14 GDPR).

To ensure that correct information regarding D&B as a source is provided over time, D&B requests that Customer adds a reference to D&B's web page and/or D&B's privacy notice (<https://www.dnb.com/hu-hu/adatkezelesi-tajekoztato/>) to any privacy information the Customer uses towards its data subjects. Such information should be specified in the first contact with the individuals identified by the personal data.

For the avoidance of doubt, Customer has full freedom to fulfill its information obligations in any way it sees fit.

D&B processes personal data of the Customer for the purpose of conducting the business relationship.

Additionally, should D&B process personal data of employees of Customer for administrative purpose and control of access to the services, Customer undertakes to inform also the persons affected about this processing in accordance with applicable data protection legislation.

To the extent the provision of the services involves that D&B, on behalf of Customer, will process personal data for which Customer is a "Data Controller" according to applicable personal data legislation, such processing shall be subject to D&B's during each time applicable Data Processing Agreement available at <https://www.dnb.com/hu-hu/aszf/>, which forms an inseparable part of these GTC.

In case of a relevant privacy complaint regarding the services provided by D&B to Customer, the parties shall inform and assist each other to solve the matter in an effective manner.

In the event that the conclusion of the Agreement would result in the transfer of personal data of individuals protected by European legislation governing the protection of personal data in a third country, the contracting parties agree to conclude standard contractual clauses - www.dnb.com/CTC-SCC, the terms of which are thus agreed and form the basis for the transfer of personal data to a third country.

To the extent the terms of the Standard Contractual Clauses conflict with the Agreement, the terms of the Standard Contractual Clauses will control.

5. D&B test products and services

From time-to-time D&B may invite Customer to try, at no charge, products or services that are not generally available to D&B's Customers ("Test Products"). Customer may accept or decline any such trial in its sole discretion. Any Test Products will be designated as test, pilot, limited release, developer preview, or non-production. Customer may not use the Test Products for any purpose other than to evaluate the viability of the Test Product concept and provide feedback to D&B to support a commercial release. The Test Product is not supported and may contain bugs or errors. D&B may discontinue the Test Product at any time in its sole discretion. Upon Customer's request and at D&B's discretion, D&B may provide a limited amount of information to Customer for a period of thirty (30) days for evaluation purposes only and not for any commercial or production purposes ("Sample Data"). Sample Data will be designated as sample data or proof of concept data. Sample Data is provided without warranty of any kind.

QUALITY OF SERVICES AND RIGHTS OF USE

6. Content and scope of the services offered

D&B services may include the following

1. the provision of data from the D&B economic database,
2. the procurement and provision of data collected individually for the Customer,
3. the transfer of rights of use to third-party databases,
4. the analysis and processing of the Customer's own data, including, if applicable, their enrichment with data from D&B economic database or with data procured individually for the Customer, and related services, in particular the granting of rights of use and consulting services.

D&B Corporation collects the data for its business database both through direct research (e.g. telephone interviews) and through submissions from cooperation partners (in addition to local contractual partners, these are in particular the international group companies of Dun & Bradstreet and their affiliated companies), through evaluations of generally accessible registers, directories, official announcements and similar public sources, and through its own assessments based on industry comparisons, averages, estimates and comparable calculation models. Due to the dependency on external data sources and the constantly changing nature of the data stock, the contents offered may not always be up-to-date or complete despite careful selection and ongoing maintenance.

7. Properties and significance of business information

D&B provides services on an as-is basis and provides no guarantees or warranties regarding the accuracy, completeness, updating, quality or integrity of data and other contents of D&B solutions and/or their appropriateness to a

specific purpose. Information in documentation, test and advertising materials is not to be understood as guarantees or assurances of special properties. It is the sole responsibility of the Customer to determine whether data obtained from D&B meets the Customer's requirements for the intended use or is suitable for the intended purpose. The same applies to the legal permissibility of further processing of the data, in particular compliance with the statutory provisions on data protection and competition law.

D&B informs the Customer that

1. addresses provided do not constitute confirmation of a current official registration address;
2. the provision of address and contact data is not synonymous to the addressee's consent to receive advertising on the respective communication channel, unless the obtaining of such declarations of consent has been expressly agreed with the Customer as part of the service;
3. business information, which contains details on creditworthiness and solvency (also referred to as "risk assessment", "credit rating index", or "credit recommendation" in the information product), must not be interpreted as a factual claim or individual expert opinion and also not as a "rating" within the meaning of Regulation (EC) No. 1060/2009 of 16 September 2009 on credit rating agencies. Rather, this information relates purely to value judgements, which are based on mathematical and statistical analyses and automatically created probability assessments ("scoring");
4. Information on Environmental Social Governance – ESG is not an individual expert opinion but is an automatically calculated evaluation comparison based on the information available to Dun & Bradstreet about the company.
5. business information, which contains information persona! details on the „beneficial owner" or results from a sanction list screening, is not based on individual research related to the Customer's specific individual case or a determination of voting rights, but rather on an automatic comparison of the data entered by the Customer with various databases. The hits resulting from the comparison are solely intended as a guide as to the persons that may match the Customer's search criteria, without making any claims to completeness or accuracy. The Customer remains responsible for the conclusive analysis and identification. The transfer of the Customer's mandatory statutory compliance audits to D&B is not part of the contract and is always excluded.

The Customer is aware that these assessments only provide a snapshot and that the business risk of the business relationship with a person, about whom D&B disseminated information, always remains with the Customer. D&B recommends making sure that business decisions are not solely dependent on the content of a single piece of credit information, but that additional sources are consulted where necessary.

8. Limitation of liability

D&B represents that it has legally acquired the collected business information. D&B may not be made liable in case the business information contains erroneous or defective data for a reason that D&B itself has also been served with erroneous or defective data, or as they have not been available at all (e.g. at the time of data collection, in the data used as the source of business information changes in the business information still were not incorporated, and therefore D&B could not become properly familiarized with them). D&B disclaims all liability for the business decisions based on such business information.

D&B assumes no responsibility for possible consequences which may arise from use of D&B solutions and shall not be liable in any circumstances for any damage suffered by the Customer due to decisions made on the basis of use of D&B solutions. D&B provides no consent in relation to use of the data and shall not be responsible for any unlawful use of D&B solutions by the Customer. The Customer assumes criminal and tort liability for use of the data contrary to the rules of use and provisions of GTC or contrary to the relevant law.

D&B shall not be liable for termination or restriction of access to D&B solutions due to errors outside the scope of activity of the D&B (e.g. errors in operation of the internet network). D&B shall not be liable for any damage or inconvenience to the Customer due to any technical problem or restriction of access to D&B solutions.

D&B shall in no event be liable for any irregularity or non-compliance with the law occurring due to inappropriate equipment or conduct of the Customer.

D&B disclaims all liabilities for the unavailability of empty data fields in connection with the supplied business information.

The Customer expressly accepts that D&B's liability for all its services shall be limited in the amount of the fees actually paid and becoming payable by the Customer in the current year with respect to the fact that amount of the charged fee for each customer has been established in proper view of the limitation of liability and the disclaimer.

D&B may be made liable solely for any damage deliberately caused to the Customer by way of breach of the Agreement.

Should D&B suffer any damages due to Customer's misuse of the services or due to material provided by Customer, D&B shall be entitled to compensation for such damages.

Neither party is responsible for damages incurred, and contract breaches resulting from, a change of law, authority decision or measure, act of war, attack, strike, blockade, lockout or other circumstance outside of the contract breaching party's control.

9. Provision and Use of D&B Services

In order to provide high-quality use, the Customer shall use the Services in a loyal manner and must comply with any acceptable use policy and other instructions provided by D&B.

D&B shall grant the Customer rights of use to the following extent, unless otherwise stipulated in any product-specific conditions or the contractual Agreements:

1. The Customer shall be granted a simple, non-exclusive right to use the data provided by D&B.
2. The exercise of the rights of use is only permitted for the Customer's own requirements. The rights of use are only permitted in the territory of Hungary. If the Customer wishes to use the Service outside the territory of Hungary, he must notify D&B in advance. The Customer and the employees belonging to his direct legal organisation as well as vicarious agents are entitled to use the data, provided that they only act as the Customer's authorized representative. The Customer shall be liable for any damage caused to the D&B in case of unauthorised use of the password by a third party.
3. Unless it is agreed otherwise by the Parties, or without the Service Provider's prior written consent, the Customer may not disclose or provide access to the business information or to the Service to third persons with or without valuable consideration, and may not use the Service for the provision of advice or recommendations to others. Any of the Customer's foreign or domestic parent companies, subsidiaries, branch offices, sites, other organizations and participations are deemed to be unauthorized third persons as well.
4. In the case of continuing obligations, the right of use shall exist for the duration of the Agreement; in all other cases, it shall entitle the user to use the data once in direct temporal connection with their receipt. In the case of update deliveries, it refers in each case to the last version provided. After the end of the right of use, the Customer must refrain from using the data received from D&B and delete the data immediately.

D&B is entitled to temporarily block Customer or the individual user from further use of the services if D&B reasonably suspects a breach to this section or the other usage limitations or if the Customer is in delay of payment despite of a reminder.

10. Availability and Functionality of D&B Solutions

D&B solutions are normally available for use around the clock and seven days a week.

D&B retains the right to intermittent restrictions of access to D&B solutions on technical grounds or due to replacement of equipment. Because of reasons related to maintenance, D&B also retains the right to further restrictions of access to D&B solutions, but they normally occur on Sundays only.

11. Assistance in use of D&B Solutions

During normal business hours, D&B shall provide, free of charge, assistance and advice on use of D&B solutions by telephone or e-mail.

12. Intellectual Property Rights

All intellectual property rights (copyrights, data usage rights, rights to databases) to services provided by D&B remain with D&B, even if the work results were created by specifications or cooperation of the Customer, unless the contract concluded between the Customer and D&B expressly provides otherwise (for example, in the case of order processing).

Subject to the terms and conditions agreed between the parties, Customer is granted a right to use the services (i) for its internal operations, (ii) for the frequency and/or volume of use and total number of users set forth in the Agreement, and (iii) subject to any other restrictions set forth in the Agreement.

Customer shall not use any D&B brands, trade name, trademark, logos or other similar distinguishing marks, without the prior written approval of D&B. Customer shall when using the data delivered in the Services state D&B as the source of the data and may not mark the data as its own.

Customer undertakes never to use tools which would allow export of data on a greater scale and establishment of a new

13. D-U-N-S Numbers

D-U-N-S Numbers are proprietary to and controlled by D&B. D&B grants Customer a non-exclusive, perpetual, limited license to use D-U-N-S Numbers (excluding linkage D-U-N-S Numbers) solely for identification purposes and only for Customer's internal business use. Where practicable, Customer will refer to the number as a "D-U-N-S Number" and state that D-U-N-S is a registered trademark of D&B.

14. Confidentiality

Without prejudice to the data protection obligations, the contracting parties shall treat as confidential all information (including username and password, trade secrets, financial data, Customer data etc. received from the counterparty) that they receive or become aware of from or about the contractual partners in connection with the Agreements concluded between them. This applies to all information that is marked as confidential or even if information is not marked as confidential when recognizable as a trade secret by its nature. Reverse engineering is not permitted and does not constitute a legitimate acknowledgement. The obligation of confidentiality does not apply to information which is obvious without this being based on a breach of contract by the contracting party or which has been received by a third party authorized to disclose it. Whoever invokes this exception bears the burden of proof.

D&B or its data providers and affiliates from the Dun & Bradstreet network may be required by local law to disclose the identity of the Customer as the recipient and details of the content of the information it retrieves to a foreign supervisory authority, court or comparable institution. Data transfers carried out by Dun & Bradstreet for this purpose shall not be deemed to be a breach of agreed obligations of trust.

SERVICE FEE, BILLING AND TERMS OF PAYMENT

15. Service fee

In consideration of the use of the services ordered by the Customer, the Customer shall pay an annual service fee. D&B is entitled to increase the service fees up to the annual inflation rate - with respect to the consumer price index published by the Central Statistical Office of Hungary (KSH) from time to time - at the time of the annual renewal of the subscription. D&B reserves the right to modify the service fee at its own discretion.

Periodic settlement date: The end date of the annual settlement period stipulated in the purchase order, i.e. in case of an indefinite contract period, unless otherwise agreed by the Parties, the last day of the calendar year from the 10th day after the contract conclusion.

16. Prices

Unless otherwise stated, prices quoted are net prices in HUF and do not include statutory value-added tax.

17. Payment Terms

The Customer shall pay the service fee at the beginning of the service period or specified in the purchase order - or otherwise in the product description. Payment of fees shall be made no later than ten (10) days from the date of invoice, unless otherwise agreed. Any service fee shall be deemed to have been paid upon its being credited to the D&B's bank account.

Unless otherwise agreed by the Parties, the service fee shall be paid annually in advance, at the time of conclusion of the contract or on the periodic settlement date. The Customer acknowledges that D&B shall begin with the specified service provision only after the invoice has been settled, or in case of continuous performance, D&B is entitled to suspend the service as laid down later in this Clause as long as the invoice has not been duly settled.

D&B sends the electronic invoice to the e-mail address given by the Customer for such purpose. The Customer acknowledges that by concluding the contract he gives his consent to electronic invoicing provided under Act CXXVII of 2007 on Value Added Tax (Article 175 of the VAT Act). The Customer may request a different invoicing form - e.g. paper based invoice - from D&B in writing at the time of conclusion of the contract or at least 15 days prior to the periodic settlement date.

If Customer fails to pay, D&B shall be entitled to interest on arrears as defined in the provisions of the Hungarian Civil Code, i.e. Act No. V of 2013 (hereafter 'Civil Code') pertaining to the contract-based payment of default interests between business organisations (Article 6:155 of the Civil Code) and compensation for reasonable costs or expenses to collect any amount that is not paid when due.

In case the payment made by the Customer to D&B does not cover the amount of the overdue and due service fees, D&B shall account for any payments in the following order: (1) payables of earlier due dates; (2) regarding payables falling on the same due date, the one that is less secured, (3) when they are equally secured, the payable that is more onerous to the debtor.

In the event of default payment, D&B is, beyond any default interest, entitled to a lump sum amounting to the HUF- denominated equivalent of EUR 40 to cover the costs of the collection of its receivables, applying the medium FX exchange rate of the Central Bank of Hungary (MNB) valid on the starting date of the default interest payment obligation. The fulfilment of such additional payment obligation shall not discharge the Customer from the other legal consequences of default payment; however, this lump sum amount of the costs of collection shall be set off against the amount of compensation.

D&B has the right to suspend the service or its use as long as the Customer does not pay the due amount of the service fee. Should the Customer fail to fulfil its payment obligation even within the additional deadline, beyond restricting the use of the service D&B may cancel the Agreement with immediate effect and enforce its claims at court, or initiate liquidation proceedings. If the Customer pays the service fee after the due date, even then he may use the service only until the original periodic settlement date provided in the initial contract provisions

If the scope of use of D&B solutions is determined, the unused quantity shall not be transferred to the subsequent invoicing period and therefore the unused amount shall not be returned unless the parties agree otherwise in advance.

SERVICE DISRUPTION

18. Breaches of contract

If the Customer significantly or repeatedly breaches its incumbent obligations despite receiving a warning from D&B, D&B may suspend the provision of further services and block access to the databases. The Customer's obligation to pay the agreed remuneration remains unaffected. Prior warning by D&B is not necessary, if good cause exists for the suspension of the service in accordance with the requirements for an extraordinary termination.

In case of the gross violation of the contract by the Customer, in particular in case of the Customer's breach of the provisions stipulated in Clauses 9, and 13 of the GTC, the Customer shall be obliged to pay to D&B a contractual penalty in an equivalent of the five-fold amount of the one-yearly service fees that are due in relation to the ordered services, but at least HUF 500,000. The Customer is further obliged to compensate any damage incurred in excess of the contractual penalty.

The Customer expressly waives - to the extent permitted by law - from enforcing any damage compensation or other demand against the D&B's senior officers in association with the legal transaction consummated with D&B. The senior officers of D&B may directly plead this limitation of liability.

19. Claims for defects

D&B guarantees the agreed quality of the procured services and that the transfer of the agreed rights of use to the Customer do not breach any third party rights.

If a reason for raising a warranty claim exists, the Customer must first set D&B a reasonable period of time to restore the contractual condition before asserting a right of reduction or withdrawal. Excluded from this obligation are cases in which statutory provisions permit the exercise of warranty rights without setting a specific deadline (e.g. because subsequent performance is impossible, unreasonable or has been refused by D&B).

D&B is not liable for service disruptions based on a breach of the Customer's duties of cooperation or on other circumstances for which the Customer is responsible (such as incorrect installation or maintenance, inappropriate use, incorrect operation, or defects in the customer's IT system).

20. Liability for Customer damages

D&B is liable for the intentional or grossly negligent actions or a failure to act by D&B, its legal representatives, or vicarious agents in accordance with the statutory provisions.

In the event of slight negligence, D&B is only liable for damages that relate to material breaches of duty that place the achievement of the purpose of the contract at risk or a breach of duties whose fulfilment makes the proper implementation of the Agreement possible in the first place. Liability is limited to the damages typically foreseeable for the Agreement. This applies for all compensation claims, regardless of the legal basis, including claims from tort.

TERM, TERMINATION AND FINAL PROVISIONS

21. Term and Termination of the Agreement

The contract is concluded for an indefinite period of time, with settlement taking place on an annual basis. The contract can be terminated no earlier than the end of the minimum contract term specified on this order form, with notice given by the 30th day preceding the end of this term. After the expiration of the minimum contract term specified on this order form, the contract can be terminated annually, with notice given by the 30th day preceding the anniversary date prior to the following year. The beginning of the annual settlement period is the day of issuance of the invoice for the service. The contract anniversary date is the closing date of the annual settlement period, which is the last day of the calendar year calculated from the issuance of the invoice for the service. The total amount of the service fee has to be paid in advance no later than ten (10) days from the date of invoice, unless otherwise agreed. The user name and password will be sent to the customer via e-mail no more than 3 working days after payment of the invoice.

In this case the Contract shall be terminated by the end of the settlement period (on the periodic settlement date). The notice of the Customer may be sent by post or email to the registered office of D&B. In such a case, the Customer must also reimburse all discounts that may have been granted to him due to the conclusion of a contract of a certain type.

In case the Customer miss to terminate the contract till the deadline set forth above, he is obliged to pay the fee due payment for the next settlement period.

Either party may terminate the Agreement with immediate effect in writing in case the other party has committed a gross violation of its contractual obligations, and in all the other cases when the other party fails to discontinue its violating conduct even in spite of the written notice.

D&B is entitled to terminate the Agreement with immediate effect particularly if

- the Customer fails to fulfil its payment obligation even after the additional deadline set in the relevant written notice has passed;
- the Customer grossly breaches any of its obligations defined in Clause 9.

22. Applicable Law and Dispute Resolution

The business relationship between the Customer and D&B shall be governed by Hungarian law, in particular by the Civil Code, Act No. CVIII of 2001 on certain issues concerning on electronic commerce and on information society service, and Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/, relevant European legislation and legal provisions that refer to other legislation when conducting business with foreign entities. In the case of additional translations into other languages, only the Hungarian text version shall be decisive for the interpretation of Agreements.

The parties shall resolve all disputes arising from the legal relationship or in relation thereto amicably, otherwise they stipulate the exclusive competence and jurisdiction of the District Court of Budaörs and the Appeal Court of Tatabánya, depending on the given value at dispute.

23. Miscellaneous

D&B shall be entitled to use subcontractors for the provision of services. D&B shall be liable for its subcontractors' work as if it was D&B's own work.

Neither party shall, without the other party's prior written approval, assign any of its rights and obligations under the Agreement. However, D&B shall be entitled at its own discretion to assign, in whole or part, the Agreement, to another company within the D&B Group.

The Customer is obliged to notify D&B in writing of any change in its own data, user details within 15 days. D&B may not be made responsible for any damage arising from late notification.

The Customer, by conclusion of the Agreement, accepts the indication of its own name by D&B for reference purposes, including the indication of the company name, label and logo. If the Customer would not agree to the indication of his name by D&B for reference purposes or a separate explicit consent would be required to this, the

Customer shall signal such intention by a letter to D&B's contact details, otherwise D&B considers the consent of the Customer to the indication for reference purposes to be granted.

The Parties shall primary communicate via e-mail, unless otherwise required in these GTC. Notifications and confirmations may be sent by e-mail and without authorized signature, and are acknowledged by the parties and deemed accepted, unless proven otherwise.

