

PARKL CORPORATE CONTRACTUAL TERMS

1. Subject matter, purpose, scope and amendment of the Parkl Corporate Contractual Terms

- 1.1. These PARKL Corporate Contractual Terms and Conditions (hereinafter referred to as "CCT") apply to PARKL Digital Technologies Informatikai Szolgáltató Korlátolt Felelősségű Társaság, as the service provider (registered office: 1051 Budapest, Arany János utca 15. 6. door; cg.: 01 09 712422; hereinafter referred to as the "Service Provider"), the terms and conditions for the use of the parking and electromobility services provided to the Company User (hereinafter referred to as the "Company Service") via the software and the related mobile phone application and infrastructure (hereinafter collectively referred to as the "Parkl System") Only Individual Listed Users are entitled to use the Corporate Service by special invitation
- 1.2. This CCT shall be interpreted in accordance with the Parkl General Terms and Conditions (GTC), and the provisions and limitations of the GTC shall apply mutatis mutandis to the legal relationship between the Parties, provided that if the CCT differs from the provisions of the GTC, the provisions of the CCT shall prevail.
- 1.3. The personal scope of the CCT covers the provider and the Company User using the Service, as well as the Corporate Administrator and the Company Manager. The general provisions applicable to the Individual Listed user are set out in the GTC
- 1.4. This CCT is in force until its withdrawal or until it is replaced by a new CCT.
- 1.5. The CCT shall be deemed to be the general terms and conditions referred to in Section 6:77 of Act V of 2013 on the Civil Code (hereinafter referred to as "CC") and shall constitute a contract between the Company Users and the Service Provider (hereinafter collectively referred to as "Parties", and separately as "Party") for the use of the Service, of which the Specific Agreement as set out in Attachment 1 forms an integral part.
- 1.6. The terms for the provision of the Service shall be that the Company user accepts the terms and conditions set out in the CCT and its attachments including, in particular, the Corporate Rate disclosed in Attachment 2.
- 1.7. Capitalised terms not defined in the CCT shall, where the context permits, be defined in the GTC in force in connection with the Service (see Section 3 of the GTC).
- 1.8. The scope *ratione materiae* of the CCT shall cover all Specific Agreements concluded by the Company user on the subject.
- 1.9. Matters not regulated in this CCT or in the GTC and the interpretation of this CCT shall be governed by Hungarian law, in particular the relevant provisions of the CC and **Act CVIII of 2001 on certain aspects of electronic commerce services and information society services ('Elker. tv.)**. The mandatory provisions of all relevant legislation shall apply to the Parties without specific stipulations.
- 1.10. The service provider shall have the right to amend the CCT unilaterally subject to prior notification to the Company Users affected by the amendment. Prior notification to Company Users shall be made to the e-mail address of the mailbox completed with the Pre-Registration no later than five days before the amendment enters into force. The amended CCT shall enter into force on the date of its communication for the Company Users who have made use of the Service following the amendment. If the Company user does not agree with the amendment, they shall be entitled to terminate the contract in writing, together with the Specific Agreement, in accordance with the provisions of this CCT.
- 1.11. The Company User explicitly accepts the provisions of this CCT by registering the company into the Parkl system and consents to be bound by them.
- 1.12. This CCT is permanently available in Hungarian on the website [of](https://www.parkl.net/hu/policy) the provider at <https://www.parkl.net/hu/policy> and in [English](https://www.parkl.net/en/policy) at <https://www.parkl.net/en/policy>.
- 1.13. Where this CCT refers to a written notification, with the exception of sending by e-mail, it shall be understood as sending by postal service with registered delivery with acknowledgement of receipt
- 1.14. Without the written consent of the other Party, a legal relationship under the CCT shall not be granted by either Party.
- 1.15. A third party not expressly authorised to do so under the terms of the CCT or the Specific Agreement shall not be entitled to claim the Service.

2. Concepts

- A. **Bank Card Payment:** One of the two possible payment arrangements, which is a payment fee package that the company is free to choose at the same time as the Pre-Registration and which:



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will be accepted by a subsequent Company Registration; in the event of the choice of the Bank Card Payment, the conclusion of a Specific Agreement shall not be required. In this case, the service fee shall be deducted from the contractor's bank account attached to the bank card provided by the Company User during the pre-registration in the same way as in the GTC. From the month of registration of the company, the service fee shall be calculated, deducted and invoiced on the basis of the tariffs specified in the tariff selected by the Company User in the 'bank card payment' field.

- B. Bank Card Company:** A Corporate User who uses the Company Service by choosing the Bank Card Payment.
- C. Individual Listed Users:** A person who is employed, engaged, subcontracted or otherwise engaged in an employment relationship with the Company User, as well as the Company User's customers and guests freely defined by the Company User, i.e. a natural person as defined in Clause 3 of the GTC, who is included in the list of users individually named by the Company User in the administration interface and who consequently uses the Company Service.
- D. Specific Agreement:** Indivisible attachment No 1 to the CCT [A1: **SPECIFIC AGREEMENT FOR THE PROVISION OF PARKING SERVICE WITH MONTHLY PAYMENT**]. The contract between the Service Provider and the Company User contracting with Monthly Payment may be necessary at the discretion of the Service Provider if the expected monthly Service fee exceeds HUF 100,000. The Specific Agreement sets out the specific contractual terms and conditions relating to the Service Fee, the Imprest Account and its payment and, if it is necessary to enter into it, the Company Registration becomes complete upon its signature in the form of a company signature and its delivery to the Service Provider.
- E. Imprest account:** At the discretion of the provider in case of Monthly Payment, in the event that the expected monthly Service Fee exceeds HUF 100.000-, the provider shall be entitled to issue an imprest invoice on the basis of the terms//conditions laid down in the Specific Agreement. The amount may be calculated on the basis of the previous month's turnover of the Company user and, if there was no previous month's turnover, on the basis of an estimate based on the number of registered Individual Listed Users
- F. Pre-registration:** The Pre-Registration is the first step in becoming a Company User, during which the company provides the basic information of the company in the Web Registration Interface. In practice, this means registration in accordance with point 8.1 of the GTC with the fact that *F* of registration are not possible in the case of Company Services and the fact that no bank card information is required for a company registering with Monthly Payment.
- G. Monthly Service Fee:** The monthly administrative fee to be paid in the case of a company that has contracted with Monthly Payment, if the provider expressly decides, if the Company User has registered more than 100 vehicles for its Company Administration Site, up to a maximum of 5 % of the monthly Parking fee and/or Electromobility Service fee.
- H. Account Summary:** When using the Company Service, both in the case of the Monthly Payment and the Bank Card Payment, the Company User will receive an electronic VAT summary invoice automatically issued by the Service Provider within 5 working days after the reference month, sent to the e-mail address provided by the Company User during the Pre-Registration or, upon request, to the e-mail address of the financial representative, which will include the aggregated Service fee for the parking of the Individual Listed Users.
- I. Service Fee:** In case of Monthly Payment, the amount payable on the basis of the settlement for the reference month, consisting of the Parking Fee and/or the Electromobility Service Fee, the Convenience Fee, the amount of which is set out in Attachment 2, Corporate Rate [A2: Corporate Rate], and the Monthly Service Fee, which is introduced depending on the size of the fleet.
In case of Bank Card Payment, the Service Fee shall be equal to the amount of the Parking Fee or the Electromobility Service Fee and the Convenience Fee, the amount of which is set out in Attachment 2, with the proviso that the payment obligation for the Company User shall be incurred and settled after the parking transaction, i.e. upon termination of the Specific Agreement under the GTC.
- J. Monthly Payment:** One of the two possible payment schemes, which is a payment plan that the Company chooses at the time of the Pre-registration, commits to a monthly post-registration Service Fee payment and is accepted upon the subsequent Company Registration. Depending on the level of expected usage, if this method is chosen, it may be necessary, at the discretion of the Service Provider, to sign a Specific Agreement, in which case a monthly advance payment will be made on the basis of an Imprest. In case of Monthly Payment, the Business User shall pay the Service Provider the Service Fee each month based on the actual parking time or the use of the Electromobility Service in the previous month, deducting the amount of the advance payment in case of an Imprest.



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- K. Company with Monthly Payment:** The Company User who uses the Company's service by opting for the Monthly Payment.
- L. Representative of company:** Natural person(s) authorised to represent the Company User by means of a valid power of attorney or by law.
- M. Company:** Any legal person registered in Hungary and operating in Hungary.
- N. Company Administration Site:** For the Company User, the personal profile created by the Company Registration, in which the Company User can enter and partially modify their data and contact details, and make settings related to the use of the Parkl system by the Individual Listed User.
- O. Corporate Administrator:** A Company Contact who is authorised to send an email invitation to the Individual Listed Users, entitling them to use the Company Service. The Company Administrator is authorised to manage the eligibility of the Individual Listed Users, maintain company data, view and manage Bookings, modify financial and accounting data, make bookings for themself.
- P. Corporate Rate:** Attachment No 2 to this CCT which sets out the amount of the convenience fee payable per parking.
- Q. Company e-mail address:** The e-mail address provided by the Company during the Pre-Registration process, which the Company Administrator is later entitled to use to invite Users on the Individual List. The Company email address cannot be changed at a later date. In addition to the Company email address, it is also possible to specify a contact email address and, in the case of Monthly Payment, a financial representative email address, at the discretion of the Company User.
- R. Company User:** The Company with which the Service Provider agrees to use the Service as part of the Company Service. The Corporate User is entitled to manage the administration site, through which they can control which Individual Listed User they invite to use the Parkl application within the framework of the Company Service, to view reservations and charging sessions and exercise other administrative rights.
- S. Company Contact:** Individually designated by the provider and the Company user to perform the contact functions between the two parties.
- T. Company Payment:** The Monthly Payment and the Bank Card Payment jointly named.
- U. Company Registration:** In the case of a Company with a Bank Card Payment, after the Pre-Registration, the Service Provider will send an invitation link to the Company, which will register on the basis of the invitation link and the Company Registration will not be considered valid and completed until the Company with Bank Card Payment has registered and confirmed its company bank card in the Company Administration Site.
In case of Monthly Payment, it is established following the Pre-Registration, through the Company Registration and the confirmation e-mail sent by the Service Provider. Depending on the Service Provider's decision, full and completed registration may require the conclusion of the Specific Agreement, thereby accepting the monthly issuance of the Imprest and sending it to the Service Provider.
- V. Company Services:** the provision of the Service to the Company User by Parkl, as only registered Individual Listed Users are entitled to use it on the basis of a specific invitation. In the case of a company service, the Service Fee shall be paid by the Company User.

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W. Web Registration Site: An interface on the provider Website through which the company can perform the pre-registration process.

3. Contracting process

3.1. Pre-registration process

- 3.1.1. If a company wishes to become a company user it must carry out the pre-registration process as a first step in the registration process, by sending the company details to the provider by e-mail or by direct pre-registration in the Web registration interface.
- 3.1.2. The company user sends the company data required for pre-registration via the Web Registration interface. Pre-registration requires the following company and contact details:
 - a) Company name
 - b) Company registration number/business registration
 - c) Tax number
 - d) Company Administrator Name
 - e) Company administrator e-mail address (which cannot be changed later)
 - f) Company Administrator or Company Contact Number
 - g) Indicate the chosen payment method (Bank Card or Monthly).
- 3.1.3. The Pre-Registration will not be closed until the company has provided complete and correct mandatory data in the Web Registration Interface.
- 3.1.4. The last step of pre-registration in the Web Registration Interface is the express acceptance of the GTC and this CCT and the Privacy Policy, which the company can do by ticking the text boxes. In the event of prior registration by e-mail, the provider will send the company the above documents, who will be able to confirm your agreement by explicit, written acceptance.
- 3.1.5. If the Monthly Payment method is chosen, after completion of the Pre-Registration, the Service provider may, require the conclusion of a Specific Agreement in the event that the expected monthly service fee exceeds HUF 100.000.-. In this case, the Company Contact Point with the Service Provider shall, in principle, specify the date of the personal signature by e-mail or telephone – if it is not possible to do so by post, it may send the service provider the signed Specific Agreement, the location or postal address of which is the registered office of the provider which is located at the **15th Arany János utca, 1051 Budapest. 1.em. 6.** The representative of the company shall be entitled to conclude the Specific Agreement. If the Specific Agreement is required, the Company Registration may be started after it has been delivered to the service provider. If there is no need to conclude an Individual Agreement, the Company Registration becomes complete by sending a confirmation email from the provider of the service.
- 3.1.6. After completing the Preliminary Registration, the provider will create the Company user profile in the Parkl system and send an invitation to the corporate administrator's email address to finalise the registration in Parkl.
- 3.1.7. Corporate Administrator rights may be transferred in the event of a personnel change, and the scope of authorized users may be expanded. The Company User is solely responsible for the validity and accessibility of the corresponding email address. The service provider is not liable for any legal consequences arising from the inactivation, termination or otherwise unavailability of the mailbox for any reason. If the provider becomes aware that the email address recorded by the Company user is inactive or invalid, it is entitled to deactivate or delete the Company user in question.
- 3.1.8. Any information provided by the Corporate User shall at all times be verified and ensured by the Corporate User as to its accuracy, truth, completeness, validity, updating, correction, and shall be the sole responsibility of the Corporate User, and any legal consequences arising from or in any way related to its failure to do so shall be the sole responsibility of the Corporate User. The Corporate User undertakes and expressly declares, in the knowledge of their criminal liability, that the personal, billing and other data provided by them to the Service Provider in any way during the use of the Parkl system are attributable, true and correct and do not infringe the rights or legitimate interests of the Service Provider or any third party. If the Service Provider becomes aware or is suspects that the data provided by the Company User are not or partially not true, accurate, complete or otherwise contain unlawful or non-contractual elements, the Service Provider is entitled to refuse the Company Service, to delete the Company User and to apply additional legal sanctions as provided for in the GTC and this CCT and in the applicable legislation.

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3.2. Company Registration Process

- 3.2.1. After completing the Pre-Registration in full, the provider will create the company profile and the Company Administration interface in Parkl and send an invitation to the company administrator's email address to finalise the registration in Parkl.
- 3.2.2. The Company Administrator will be able to finalise the Company registration by clicking on the link in the invitation e-mail received from the Service provider and complete it to access and log in with the information provided during the Company Registration.
- 3.2.3. By clicking on the 'Accept Invitation' button, the Company Administrator can start the Company registration by receiving an email from the Service Provider. Clicking on the button starts the default browser and loads the registration interface where the following information is required:
 - a) Surname: Company administrator last name
 - b) First name: First name of Company administrator
 - c) Telephone: Company Administrator's telephone number. The system requires the international format to be used to provide the mobile phone number. The phone number must start with "+" and the country code, it should only contain numbers, the insertion of a space and other separator characters results in incorrect recording of data.
 - d) Password: A password chosen by a Company administrator, which must be at least 6 characters long.
- 3.2.4. If the system detects that a company administrator has provided incomplete or incorrect data, it shall warn. Once incorrect data have been corrected, registration can continue.
- 3.2.5. Once the information in point 3.2.3 of this CCT has been provided, the Company *Registration* can be finalised by pressing the 'Registration' button.
- 3.2.6. Once you have successfully registered a company, you will be able to log in to the Company Administration interface at <https://parkl.net/login> with the data and password provided.
- 3.2.7. In all cases, the service provider shall record in the Parkl system the method of the company payment method indicated by the company user during the pre-registration, and only the provider has the right to amend the chosen Company Payment method (see. (Chapter 6 of the CCT).
- 3.2.8. The company that opted for the Card Payment method will not be able to use the Service until it provides details of a company card in the Company Administration Interface. When entering the bank card details, the system will navigate the Company User to the SimplePay Online Payment System's own interface. Only a bank card in the name of the company user company may be registered , which is the sole responsibility of the Company user in all cases. When registering a bank card, the following details shall be provided:
 - a) Bank card number,
 - b) Card name,
 - c) Expiry date,
 - d) CVC code.By clicking on the "CARD-REGISTRATION PAYMENT" button, it deducts 100 HUF from the system's company user bank card and immediately returns the amount to the Company user. The correctness and veracity of the bank card data will then be checked.

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3.3. Creation of the CCT

- 3.3.1. Any company is authorised to register the company and, if applicable, to conclude the Specific Agreement if the Monthly Payment is chosen.
- 3.3.2. The CCT, as a framework contract of indefinite duration between the Service Provider and the Corporate User is concluded, as applicable, following the Pre-Registration through the Web Registration site, as a mandatory element of the Company Registration, regardless of the choice of Company Payment method, upon acceptance. Acceptance of the CCT is only possible by electronic means.
- 3.3.3. The company, billing and other data relating to the company user provided during the Pre-Registration and subsequently on the Company Administration site are conditions for the use of the Service and, where appropriate, for the conclusion of the Specific Agreement if the Monthly Payment is chosen, are essential for the communication between the Parties. Until the contrary is notified, the data recorded on the Company Administration site shall be considered to be in force
- 3.3.4. The Service Provider is entitled to verify the correctness and authenticity of the data provided on the Company Administration Site and the circumstances necessary for the use of the Company Service at any time. In the event of a written request by the Service Provider, the Company User must present the supporting documents to the Service Provider's customer service within a reasonable period of time, but no later than 30 days. If the Company User fails to do so, i.e. fails to provide proof of the existence and validity of the requested documents or the authenticity and scope of the data, or if the Service Provider, in its sole discretion, finds them to be unlawful, it shall be entitled to terminate the Service and cancel the Company User's User rights without any further justification, compensation, indemnification or any other compensation, and, if necessary, take the necessary legal action against the Company User.

3.4. Conclusion of the Specific Agreement

- 3.4.1. If, on the basis of the amount of the monthly service fee, the provider decides to conclude a Specific agreement, the provider may, on the spot or by post, request the contractor to:
 - a) where the Specific Agreement is concluded by the Company User through an agent of the natural person having the right of representation, the power of attorney contained in a private document of at least full probative value entitling the natural person who has actually signed the Specific Agreement to conclude a contract for the use of the Services,
 - b) the natural person(s) authorised to represent it and contact details by telephone and e-mail.
- 3.4.2. The natural person(s) holding an appearance of representation, or their Liable/Obligated representative(s), shall be required to prove their identity by means of appropriate documents.
- 3.4.3. The Specific Agreement shall enter into force on the date of its signature by both Parties.

4. **Technical conditions for the use of the Service, Service Platforms**

- 4.1. A company service Website is available at www.parkl.net The Website contains information about the Parkl system, and it is possible to pre-register via it on the Web Registration Site as described in point 3.1 of the CCT.
- 4.2. It is only after registration of the company that company administrators and company managers have the right and technical possibility to invite the employees of the company and other legal entities entitled to use the service, i.e. individuals belonging to the Individual Listed Users, via the Company Administration Site.
- 4.3. An individual Listed user can be included in the list once the individual listed user has been registered in accordance with the GTC 8.1.
- 4.4. In the cases specified by the Company User in the GTC and by the Company User under its authority, they shall have the right to remove the Individual Listed user from the Company Administrative Site, as a consequence of which the Individual Listed User Accounts removed from it shall remain active, but shall continue to be entitled to use the Parkl application and the Service only at its own expense.

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5. Company Payment methods

- 5.1. The Company user shall pay the service fee to the service provider in return for company services.
- 5.2. In case of charging at roaming charging stations, payment does not always occur immediately but is accounted for on a deferred basis. Following the use of the service, the payment transaction will be settled and completed no later than 90 days from the date of charging. The Corporate User acknowledges and accepts that the payment obligation may be delayed in time and will be recorded and invoiced based on the data provided by the Roaming partner.
- 5.3. In the Completed Roaming Processes menu of the Corporate Administration Interface, transactions that are still pending settlement and are awaiting confirmation from the roaming partner will appear with the status "waiting for receipt" in the Total Gross Price column. The Corporate User does not need to take any further action regarding these transactions; once the necessary data is received from the roaming partner, the transaction will be charged automatically.

5.4. Bank Card Payment method

- 5.4.1. In the event of the choice of a bank card payment method, the service fee shall consist of the parking fee or the electromobility service fee and the convenience fee set out in the Company's tariff in Attachment 2 to this CCT which forms an integral part of this CCT.
- 5.4.2. In all cases, the service fee shall be paid after the completion of the parking or electromobility service in the case of a bank card, debiting the registered bank card. The Service provider does not send an invoice or receipt directly to the Individual Listed user and will receive only an information email after each parking.
- 5.4.3. The service provider shall send the invoice summary (i.e. the VAT invoice) to the e-mail address of the Company Administrator no later than 5 working days following the reference month, the items of which are identical to the receipts that the Company Administrator can track during the reference month on the Company Administration Site.

5.5. Monthly Payment method

- 5.5.1. In case of the Monthly Payment method, the service fee shall consist of the parking fee and/or the electromobility service fee, together with the convenience fee set out in the Company's tariff and, where appropriate, the Monthly Service Fee, which is an integral part of this CCT.
- 5.5.2. If the provider expressly so decides, Liable/Obliged user must pay the monthly operating fee if more than 100 individual listed users have been registered for the Company Administration Site. Up to a maximum of 5 % of the monthly service fee.
- 5.5.3. In the event of payment of the service fee in the Monthly Payment method, the Company user shall pay the service fee to the service provider every month, within 5 working days of the issue of the invoice, on the basis of the actual parking and electric charging times of the previous month.
- 5.5.4. Subject to the discretion of the service provider in the case of Monthly Payment, if the expected monthly service fee exceeds HUF 100.000, the provider shall be entitled to conclude the Specific Agreement, whereby an advance payment is payable on the basis of the imprest account. The detailed provisions for advance payment are set out in the Specific Agreement. From the month or fraction of the month following the company's registration, the amount of the advance shall be calculated and invoiced on the basis of the rates specified in the Specific Agreement concluded by the Company user.
- 5.5.5. The service provider sends the invoice summary (i.e. VAT invoice) to the company administrator's e-mail address within 5 (five) working days after the reference month, the items of which are the same as the receipts that can be traced by the Company Administrator during the reference month in the Company Administration Site.

6. Modification

6.1. Amendment of the Company Payment method

- 6.1.1. At any time, by e-mail sent to the service provider the Company user may initiate, free of charge, to move from the Company Payment method of their choice to the other Company Payment method. The intention to amend the Company Payment method in accordance with this point shall be notified to the provider who, after consulting the company user shall change the Company Payment method in the system.



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- 6.1.2. In all cases, the date of entry into force of the amendment to the Company Payment method has been set at the beginning of the month, i.e. it is not possible to start using the other Company Payment method in a fractional month.
- 6.1.3. The company user may withdraw an initiative to modify the payment method by sending an email to the provider at the latest on the 3rd working day preceding the last working day of the month in question, without giving any reasons.
- 6.1.4. If a company user wishes to switch to the Monthly Payment method from a bank card payment method, the signature of the Specific Agreement may be required at the discretion of the Service provider.

6.2. Further modifications

- 6.2.1. In the event of a change in the data provided during the Pre-registration and the Company Registration, the Company User shall notify the Service Provider in writing of the new valid data within ten calendar days of the change. If a Company Payment Method ceases to be available, the Service Provider shall be entitled to reassign the affected Company Users to another payment method that may be introduced in the future. In the case of a change of method under this clause, the reclassification shall take effect on the same date as the relevant change to the company method. The Service Provider shall notify the Company Users concerned of the change of method under this clause by separate e-mail.
- 6.2.2. The Service Provider shall be entitled to unilaterally increase or reduce the convenience fees specified in the Corporate Rate.
- 6.2.3. If the data change concerns the bank card of a Company contracting a Bank Card Payment method and the bank card is the only one registered by the only affected Company User, the rules on deactivation set out in Chapter 8 of this CCT shall apply from the time the provider becomes aware of the change to the data until the new data(s) are reported. Any liability for damages or other obligations (penalty, fee, etc.) arising from failure to comply with the obligations laid down in this paragraph shall be borne solely by the Company User who fails to report the change.
- 6.2.4. The provider consents to the data changes notified by the Company user by notifying them.
- 6.2.5. The Service Provider shall be entitled to transfer the data changes notified by the Individual Listed User in accordance with the GTC and data deletion due to the provisions of the GTC to the Company User's Name List even in the absence of a separate declaration of consent by the latter, provided that the new valid data was notified and the deletion was initiated in accordance with the provisions of the GTC. The Service Provider shall make the data change pursuant to this clause in the Company Administration Site, in the site available to the Contact Person using the Identification Name and Password. The Service Provider shall be entitled to transfer the data changes notified by the Individual Listed User in accordance with the GTC and data deletion due to the provisions of the GTC to the Company User's Name List even in the absence of a separate declaration of consent by the latter, provided that the new valid data was notified and the deletion was initiated in accordance with the provisions of the GTC. The Service Provider shall make the data change pursuant to this clause in the Company Administration Site, in the site available to the Contact Person using the Identification Name and Password.

7. **Unilateral ordinary termination of a contract**

- 7.1. The Bank Card Payment Company may terminate the Company Service and the Monthly Payment Company may terminate the Service by giving written notice to the Service Provider by means of a unilateral, unjustified Termination Notice [A3: TERMINATION NOTICE TO THE COMPANY USER], attached as Attachment 3 to these CCT, by postal service with registered delivery with acknowledgement of receipt.
- 7.2. Termination of the Specific Agreement shall take effect on the first account date following the date on which the notification takes effect.
- 7.3. The deletion of the Company registration by the Company User via the Company Administration Site shall not also constitute a unilateral termination of the Specific Agreement (if relevant), only as specified in point 7.1.
- 7.4. Notice periods: The period of notice for ordinary termination of the company user and the provider shall not be less than 30 (thirty) calendar days. In the event of ordinary termination of the service provider shall be entitled to inactivate or otherwise restrict the Company's service only after the expiry of the notice period.
- 7.5. The ordinary termination by the provider of the Specific Agreement and the Company's registration shall not exempt the Company user from meeting the claims arising from the GTC and the present CCT and the Privacy Policy.

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8. Breach of contract, penalties, extraordinary termination with immediate effect

- 8.1. The Service Provider shall be entitled, at its own discretion, to request the Company User to pay by e-mail after 7 (seven) days of non-payment, and in case of non-payment of at least 15 (fifteen) days, to immediately deactivate the Service without any further warning and without giving any reason, without any obligation to pay any compensation, indemnity or other compensation, until the full payment of the due Service Fee plus the statutory interest on the overdue amount, regardless of any other legal action taken by the Service Provider against the Company User for the delay.
- 8.2. During the period of inactivation, with a maximum duration of 30 (thirty) days, the provider is entitled to obscure the Company Administration Site and thus block access to the Company Administration Site by the Company User. As a result of the blocking, the Individual Listed users will not be entitled to pass on the service fee to the Company user.
- 8.3. The company user explicitly acknowledges that, during the inactivation, regardless of the other legal consequences that the provider applies to them in respect of the breach of contract on which it is based, they are not entitled to conclude an additional Specific Agreement, to amend it or to use the Company Administration Site.
- 8.4. If the breach of contract on which the inactivation is based (e.g. in the case of non-payment referred to in point 8.1) is remedied by the Company User, the provider shall be entitled to activate the Company Administration Site again on the day following the fulfilment of the outstanding obligation. If the Company user fails to remedy its breach of contract and the inactivation is not terminated within 30 (thirty) days from the date of inactivation, the provider shall be entitled to permanently delete the Company Administration Site without prior warning. At the same time as the Company Administrative Site is cancelled, all CCT previously concluded between the service provider and the Company user or, where applicable, the Specific Agreement, shall be terminated with immediate effect.
- 8.5. Once deactivation is terminated, i.e. the user content of the Site is re-accessible to a Company User after reactivation on the Company Administration Site, the provider is entitled to demand a reactivation fee of HUF 25.000 from the Company user which is automatically deducted from the default bank card upon re-scaling, and invoiced at the same time as back-clearing in the case of the Company User under the Monthly Payment Method.
- 8.6. If the Service Provider becomes aware of any breach of the provisions of GTC 10.1. - 10.2. If the Service Provider becomes aware of any unlawful conduct, serious breach of contract or any other circumstance relating to the operation of the Company User, in particular if the Company User is subject to bankruptcy, liquidation, winding-up, compulsory liquidation or insolvency proceedings, it shall be entitled to terminate the CCT and, where applicable, the Specific Agreement with immediate effect and to exclude the Company User from the Service and to delete the User Site immediately. The Company User shall be obliged to report any of the above-mentioned circumstances in the life and operation of the Company in accordance with the relevant provisions of these CCT.
- 8.7. The cancellation of the Company Administration Site by the Provider shall be considered as a termination of the CCT with immediate effect. In such a case, the CCT shall cease to exist between the Parties, with the exception of provisions which, by their nature, remain in force. In the event of deletion of the Company Administration Site, all content belonging to the Site, including the data of the Individual Listed user profile, will be automatically deleted in accordance with the Privacy Policy. It is not possible to reset the content of the deleted access afterwards, but only a new pre-registration can be initiated by the Company user.
- 8.8. In the event of a permanent ban, the Company user shall no longer be entitled to use the Parkl system under any circumstances.
- 8.9. In the event of the termination of the CCT by extraordinary termination or the cancellation of the Company Administration Site, the Company user shall continue to fulfil its contractual obligation to pay after the date of termination.
- 8.10. In the event of termination of the CCT by extraordinary termination, all costs, damage and other adverse legal consequences arising from the termination shall be borne solely by the non-compliant Company user in accordance with the rules of civil law.

9. Liability

PARKL CORPORATE CONTRACTUAL TERMS

- 9.1. The Service Provider shall not be liable, in any way or in any case, for any damage caused by the unauthorised parking of an Individual List user by a Company User. Unauthorised parking is defined in this paragraph as parking that takes place during a period other than that agreed between the Company user and the Individual List user in a different parking space or in a different Street parking Zone.
- 9.2. It is possible for a company administrator to set up which Parkl services the individual listed users recruited by them are entitled to, i.e. whether they can park on the street or indoors, buy a pass in an indoor car park, or whether they are entitled to use electromobility services, but their geographic determination and time slot are not possible via the Company administration Site, so the liability rules laid down in point 9.1 of this CCT apply to the Company user in this respect.
- 9.3. Neither Party shall be liable for the business risks of the other Party that are directly or indirectly attributable to this CCT, in particular, but not exclusive to, any reduction in actual or expected profit or loss of goodwill or reputation.
- 9.4. The service provider is entitled to use a subcontractor or other intermediate to fulfil its obligation. He bears full responsibility for its conduct, as if it had carried out itself.
- 9.5. It shall exclude the liability of the Service Provider for any damage resulting from, or in any way related to, the inactivation by the provider or the cancellation by the provider of its own powers or upon request, or the permanent ban on the company user, of any damage resulting from, or in any way related to, any of the provisions of Chapter 8 of this CCT due to conduct that is in breach of the General Terms and Conditions, the CCT or the law, or the permanent prohibition of the company user. A company user may not claim compensation or any other claim to the provider for any damage resulting from inactivation, cancellation or refusal of access, but shall be obliged to compensate the Liable/Obligated Service provider for any damage it may have incurred.
- 9.6. In addition to the above, Chapter 11. of the GTC shall govern the liability of the parties.

10. Data processing

- 10.1. The company user acknowledges that the use of the Service requires the registration of Individual Listed Users in the Parkl application which is at any time governed by the provisions of the Privacy Policy (<https://parkl.net/en/policy>) available on the Parkl website. A service provider shall be considered to be a data controller for such data in accordance with its applicable policy.
- 10.2. When using the Service, the company user shall be responsible for verifying the data entered into the system by the company user and shall carry out the works according to its own schedule, the provider assuming no responsibility for the correctness or accuracy of the data thus entered into the system.
- 10.3. The Liable/Obligated Parties are required to comply fully with the relevant General Data Protection Regulation (EU) 2016/679 and the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information (Infotv.). The Parties are responsible for ensuring compliance with data protection obligations (including obtaining appropriate consent) in the course of their processing activities and the other Party shall under no circumstances be held liable for any consequences that may arise from the activities of the defaulting or infringing party.

11. Miscellaneous provisions

- 11.1. The Parties shall endeavour to settle between themselves, by peaceful means, any dispute arising from the interpretation, performance or termination of this CCT and, where relevant, the Specific Agreements they have concluded.
- 11.2. The Parties shall agree on the exclusive jurisdiction of the Hungarian courts in disputes arising out of the legal relationship between them in relation to the use of the Services. The Parties also agree that the place of performance of the Specific Agreements between them will be the Service Area, also in view of the provisions of Act XXVIII of 2017 on Private International Law (Section 93). Company Users and Service Provider agree on the exclusive jurisdiction of the court with jurisdiction for the place where the Service Provider has its registered office for any disputes falling within the scope of this CCT that cannot be settled by agreement within 30 (thirty) calendar days. In case of Users, clause 15.6-15.7 and 16.5 of the GTC shall apply.
- 11.3. With regard to matters not covered by the CCT and, where relevant, the Specific Agreements, the provisions of the CC and the legislation listed in point 12 of this CCT shall apply.
- 11.4. The CCT and, where relevant, the Specific Agreements between the Parties shall be governed by Hungarian law.
- 11.5. If any part of this CCT becomes invalid or unenforceable, it shall not affect the validity and enforceability of the remaining parts.

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- 11.6. If the provider does not exercise their rights under the CCT, failure to exercise that right shall not be deemed to have waived that right. Renunciation of any right shall be valid only if there is an express written declaration to that effect.
- 11.7. The fact that the provider does not strictly adhere to any of the essential terms/conditions or stipulations of the CCT in individual cases does not mean that it refrains from insisting at a later stage on strict compliance with that term or provision.

12. Key relevant legislation

- Act CVIII of 2001 on certain aspects of electronic commerce services and information society services
- Act V of 2013 on the Civil Code
- Act CLV of 1997 on Consumer Protection
- Act CXLV of 2020 on the Unified Electronic Sale of Certain Public Services
- 45/2014. (II.26) Government Decree on laying down detailed rules on consumer-business contracts
- 667/2020. (XII.28) Government Decree on the Implementation of Act CXLV of 2020 on the Unified Electronic Sale of Certain Public Services
- 243/2019 (X.22) Government Decree on Certain Aspects of Electromobility Services

13. Attachments

- Attachment 1: *[A1: SPECIFIC AGREEMENT FOR THE PROVISION OF PARKING SERVICE WITH MONTHLY PAYMENT]*
- Annex 2: *[M2: CORPORATE RATE]*
- Annex 3: *[M3: TERMINATION DECLARATION TO COMPANY USER]*

In addition, the detailed use and specific operation of the Company Administration Site is described in the General Parkl User Manual issued by the provider and published on the Service Provider Website.

PARKL CORPORATE CONTRACTUAL TERMS

ATTACHMENT 1

**SPECIFIC AGREEMENT FOR THE PROVISION OF
PARKING SERVICE WITH
MONTHLY PAYMENT**

hereinafter referred to as: "**Specific agreement**")

On the one hand [...], (established: [...]; company registration number/business registration number [...]; tax number: [...]; representative: [...]; account number: [...]) hereinafter referred to as: **Company user**

on the other hand, **Parkl Digital Technologies Kft.** (registered office: Arany János utca 15, 1051 Budapest 1st floor. 6; company registration number: 01-09-712422; tax number: 12967726-2-41, Manager: Zsolt Somogyi and bank account number: 12010501-01558810-00200006) hereinafter referred to as: **Service Provider, individually Party, and collectively the Parties, on the date and at the place and subject to the conditions set out below::**

1. Preamble

The terms used in this Specific Agreement shall have the same meaning as defined in the Service Provider's Corporate Contractual Terms ("CCT"), which are expressly accepted by Company User or will be accepted by Company User for the purpose of using the Company Service..

2. Subject matter and duration of the Specific Agreement

- 2.1. The purpose of this Specific Agreement is to define the payment method between the Parties and contains only provisions on the method of payment of the Service Fee, which, at the choice of the Company user shall be based on a Monthly Payment method.
- 2.2. As described in point 1.2, contrary provisions to the ones laid down and covered by the CCT cannot be established in this Specific Agreement.
- 2.3. This Specific Agreement is concluded for an indefinite period by the Parties, the date of entry into force being the date of signature of the Specific Agreement by both Parties.

3. The Fee and Payment Terms of the Service

- 3.1 The parties agree to pay the service fee in accordance with the CCT to the service provider each month in the framework of the Monthly Payment method, including the rate of the service fee provided for in this Specific Agreement, calculated on the basis of the actual parking and electric charging times of the previous month (including, in the present case, the charge for electromobility services). The Company user acknowledges that the Service Fee is a variable amount that depends on the actual amount of parking and recharging services in the month in question.
- 3.2 In each case, the monthly service fee shall be accounted for on the basis of the actual parking period with a final account with a payment deadline of 15 days issued up to the 5th working day of the following month. The Company user shall have 5 (five) days to object to the final invoice received, unless there is an objection within that period, by the Company user deemed to have accepted the final invoice.
- 3.3 The Service Provider shall make every effort to ensure that Individual Listed Users shall at any time adequately pay for the services they receive through the Company user but shall not be liable for the actual performance thereof. In the event of abusive use of the Parkl system by the Company user or where the consideration for the service used is not paid for other reasons, the Service provider may claim compensation, indemnification or reimbursement from the Company user unless the harmful event arises for reasons attributable to the provider of the service.

Payment of the declaration of any tax, contribution or other public charge incurred by the Company user through the Parkl system shall be the sole responsibility of the Company user.

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4. Final provisions

This Agreement may be amended in writing on the basis of point 6.2 of the CCT.

This Specific Agreement has been read, interpreted jointly and signed by the Parties as fully consistent with their will, as authorise and company. This Specific Agreement is drawn up in two originals, one copy of which shall be given to the Parties.

Budapest, [...]

[...]

Company user
represented by:

[...]

Parkl Digital Technologies Kft.

Provider
represented by:
Zsolt Somogyi

PARKL CORPORATE CONTRACTUAL TERMS

ATTACHMENT 2:

CORPORATE RATE

Our fees include gross prices and VAT.

| Company Parking Rate | | |
|--|------------------------|---|
| | Unity | Amount |
| Monthly Payment Method | | |
| Service fee | Monthly lump sum | Per monthly parking amount |
| Indoor parking convenience fee | Per Parking | HUF 95 |
| Convenience fee for pass purchase | Per Pass | HUF 95 |
| Convenience fee for parking in public spaces | Per Parking | HUF 95 |
| Electric charging convenience fee | Per charge | HUF 95 |
| Roaming convenience fee | Per charge | HUF 950 |
| Highway vignette convenience fee | Daily, Weekly, Monthly | HUF 195 |
| Highway vignette convenience fee | Annual | HUF 950 |
| Bank Card Payment Method | | |
| Service fee | Per Parking | Parking fee or electromobility service fee |
| Indoor parking convenience fee | Per Parking | HUF 95 |
| Convenience fee for pass purchase | Per Pass | HUF 95 |
| Convenience fee for parking in public spaces | Per Parking | HUF 95 |
| Electric charging convenience fee | Per charge | HUF 95 |
| Roaming convenience fee | Per charge | HUF 950 |
| Highway vignette convenience fee | Daily, Weekly, Monthly | HUF 195 |
| Highway vignette convenience fee | Annual | HUF 950 |
| Other item | | |
| Suspension threshold | | No new transaction may be made in case of a debt. |



**PARKL CORPORATE CONTRACTUAL TERMS
PARKL COMPANY CONTRACTUAL TERMS**

ATTACHMENT 3:

TERMINATION DECLARATION TO COMPANY USER

I, undersigned, [...] (registered office: [...]; company registration number: [...]; tax number: [...]; representative: [...]; account number: [...]; hereinafter referred to as: 'Company user'), hereby

DECLARE,

that Parkl **Digital Technologies Kft.**, established at: Arany János utca 15, 1051 Budapest 1, i.e. 6; company registration number: 01-09-712422; tax number: 12967726-2-41, Representative: Zsolt Somogyi, manager and bank account number: [...], hereinafter referred to as: 'Service provider' on [...], 202__ the provision to me, through the express acceptance of the Corporate Contractual terms and conditions ('CCT') of the software operated by the service provider and the related mobile phone 'Parkl' application and access to free parking spaces available at the service provider's partners, street parking and electronic car charging service ('Service') pursuant to point 7 of the CCT

TERMINATE,

between me and the Service Provider, which will result in the termination of the CCT and the Service.

If a Specific Agreement has also been concluded between me and the Service Provider, this termination also terminates it.

Parkl is entitled to issue, and I am obliged to pay any invoices arising from the provision of services that may be in progress during the month in question.

I hereby explicitly accept that, as a consequence of this Termination Declaration, Parkl will delete my access rights to my Company Administration and all related data, as well as the access rights and all of the data of the Individual Listed Users.

Budapest, [...]

[...]
Company user represented
by:
[...]